Birchwood

Rental Application for New Residency

1200 Blue Mountain Circle, Saylorsburg, PA 18353
(610) 674-7499
Website: cressonpoint.com
Email: info@cressonpoint.com

DISCLOSURE OF FEES

This document contains important information regarding your legal rights and your financial obligations in leasing or renewing or signing a new lease for a manufactured home space. Make sure that you read the entire document and seek legal advice if you have any questions regarding the information stated in this document.

The statements contained in this disclosure are only summary in nature. A prospective lessee should refer to all references, including all lease or rental agreement documents as well as any rules and regulations that have been established for the manufactured home community. Oral representations should not be relied on as correctly stating the representations of the manufactured home community owner or operator. Instead, you should refer to the lease or rental agreement and required disclosure documents for correct representations. You should also refer to the act of November 24, 1976 (P.L.1176, No.261), known as the Manufactured Home Community Rights Act, to become familiar with your obligations and rights as a manufactured home resident.

You have **FIVE CALENDAR DAYS** from the date you received this documentation to cancel your agreement in writing to the manufactured home community owner or operator.

Be advised that this manufactured home offered for sale is subject to the Manufactured Home Community Rights Act and a written lease required under that law. You are advised that the community in which this home is now placed requires an approved application for lessees and occupants and a fully executed lease prior to your right to reside in the community.
You shall have a minimum of 5 calendar days after receiving this disclosure required under the Manufactured Home Communities Rights Act to void the transaction with the operator, if any, and, if terminated, you shall be returned any deposits and rents paid to the operator of the community.

APPLICATION PROCEDURE

The following forms must be completed in their entirety and submitted as one complete package along with the non-refundable application fee.

1. Fair Credit Reporting Act Notice- Signature Required
2. Important Information Regarding Purchase & Possession of Home- Signature Required
3. Home Inspection/Waiver Form- Signature Required
4. Finance/Proof of Ownership -- Signature Required
5. Application for Residency- Completed & Signed
6. Economic Evaluation of Resident- Completed & Signed
7. Acknowledgement of Receipt for: Disclosure of Fees, Lease, Guidelines, Act 261 Important Notice Required by Law, and Regulations for Pets- Signature Required
8. Additional Information Sheet- To share any information you deem necessary
9. Copy of driver's license(s) for each applicant
10. Proof of Income- Pay Stubs (3 current months), Benefit Letters, Bank Statements, Tax Returns, etc.

Additional forms may be required in some cases.

In addition to the above, if the applicant is bringing a used home into the community, pictures of the home's exterior must be attached to the application.

Note: Failure to complete any information on the application will delay the application process.

Dear Prospective Resident,

In an effort to help you understand the manner in which we evaluate your qualifications to become a resident and to assist you in determining for yourself whether you qualify prior to submitting an Application for Residency, the following are the community's policies and guidelines.

It is the policy that any person of legal age has the right to submit an Application for Residency. Each application will be evaluated in a fair and uniform manner based on these factors; credit worthiness (including but not limited to credit history), criminal background check, income stability, rental/ownership history, occupancy guidelines and pet restrictions. Only the applicant(s) qualifications will be evaluated, as we do not accept cosigners on a lease. All applicants are reviewed without regard to race, color, sex, religion, national origin, handicap or marital status.

Credit History: Your signature on the Application for Residency allows us to obtain your credit history where available to us under the Fair Credit Reporting Act or other applicable laws. A history of meeting payments as required on your credit obligations will receive favorable consideration. If your credit history reflects a pattern of slow payments, collection accounts, write offs or indicates housing suits or judgments for non-payment of rent you will not receive favorable consideration. A lack of credit history does not necessarily result in unfavorable consideration.

Ways to Submit Your Application:

Your Application for Residency must be submitted to Cresson Point Properties, LLC, along with a $60.00 non-refundable processing fee per applicant over the age of 18. A copy of each applicants' driver's license(s) must also be included as proof of identification. Applications may not be faxed. Approved submission methods are listed below.

Mail: **Cresson Point Properties LLC**
1200 Blue Mountain Circle
Saylorsburg, PA 18353

Email: **info@cressonpoint.com**

Community Administrator: N/A

ONLY COMPLETE APPLICATIONS WITH YOUR SIGNATURE WILL BE ACCEPTED.

We hope that the foregoing description of our policies and guidelines has helped you in evaluating your qualifications to become a resident. Cresson Point Properties LLC will generally have an approval or denial notification out to the prospective resident within (5) days after a complete application has been submitted. A reason for delay would be waiting on documentation from a credit bureau for credit or criminal activity.

COMMUNITY CONSUMER FINANCIAL INFORMATION PRIVACY NOTICE and FAIR CREDIT REPORTING ACT NOTICE

What this Privacy Policy Covers

This Privacy Policy covers treatment of nonpublic personally identifiable information that we collect when you, the “customer” or “consumer,” applies to rent a home space from us. This policy also covers our treatment of any nonpublic personally identifiable information that our business partners share with us.

This policy does not apply to the practices of non-affiliates of the community.

Protection and Confidentiality of Nonpublic Personal Information

We are providing this notice as required by the Federal Financial Privacy Law and the Fair Credit Reporting Act.

We limit access to nonpublic customer information about you to our employees who need to know that information for us to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Nonpublic personal information means personal financial information about you that we collect in connection with providing you with a financial product or service that is not made publicly available.

Categories of Nonpublic Personal Information We May Collect

When appropriate in conducting business, we may collect nonpublic information about customers from a variety of sources:

- Information the customer has provided on applications or other forms
- Information about the customer's transactions with us, our affiliates or others
- Information we may obtain from consumer credit reporting agencies
- Information from third parties such as employment verification and property insurance coverage

Information Sharing and Disclosure

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

By signing below, **I acknowledge receiving a copy of this Privacy Policy and Fair Credit Reporting Notice**

_____ _____
Signature Date

_____ _____
Signature Date

_____ _____
Signature Date

IMPORTANT INFORMATION REGARDING PURCHASE AND POSSESSION OF HOME

BUYER(S) RESPONSIBILITIES:

In order to be approved for Residency, a buyer must obtain a rental application, which contains the community's guidelines. The applicant must complete the rental application, sign acknowledgment receipt for Disclosure of Fees, Lease, Guidelines, Regulations for Pets, Fair Credit Reporting Act Notice, and Act 261 Important Notices Required by Law.

Once the application has been submitted along with the application fee, Cresson Point Properties LLC will then mail or email a written approval/denial letter notifying the prospective resident.

The Buyers/Sellers must arrange to have a PA certified home inspector inspect the manufactured home prior to the seller being able to sell the home to the buyer. A buyer must sign an "As Is Condition" disclosure if purchasing the home in As Is Condition and provide such document to community management to forgo the home inspection by a PA licensed inspector.

At time of lease signing; One (1) or more of the following will be required to show proof of ownership:
-A copy of the notarized title (front & back)
-A copy of the title transfer form from the notary (MV-4ST)
-A copy of the sales agreement, Purchase Agreement and/or Financing Agreement

SELLER(S) RESPONSIBILITIES:

All rent, fees, service charges, assessments and late fee penalties payable to the Community Owners must be paid in full before the home may leave the community and/or be sold to a new buyer and remain in the community.

Contact Community management to arrange for a site inspection.

Notify Community management promptly once a settlement date has been established.

If a home closing/settlement date is after the first day in the month, the current resident in the community has to have had all community fees paid in full for the current month. The seller of the home must work out an agreement with the prospective resident for pro-ration of that particular month's grounds rent. (If applicable)

By signing below, I acknowledge receipt of this information:

_____ _____
Signature Date

_____ _____
Signature Date

_____ _____
Signature Date

HOME INSPECTION

OR

WAIVER OF RIGHT TO HOME INSPECTION FORM

HOME INSPECTION

The buyer hereby acknowledges that he/she has been advised to obtain a home inspection. The buyer is electing to have a home inspection done by an inspector of their choosing before purchasing the home.

_____ _____

Proposed Resident Signature Date

WAIVER OF RIGHT TO HOME INSPECTION

The buyer hereby acknowledges that he/she has been advised to obtain a home inspection. The buyer hereby waives his/her right to such an inspection and agrees to hold harmless the seller, real-estate agents, manufactured home community involved in this transaction for any repairs or defects that could have been uncovered by such an inspection. The seller is selling this property in "as is" condition.

_____ _____

Proposed Resident Signature Date

Finance/Proof of Ownership Acknowledgment

This acknowledgment will serve to notify you that, upon signing your lease to live in the community, you will be required to show proof that you own the mobile home in which you will residing in. It is also required that you provide us with the name and address of the finance company and or lien holder of the title if the home is not being purchased outright. Please sign below that you have read and understand this requirement.

Finance Company:

Name: _____

Address: _____

_____

Phone Number: _(_____)_____-_____

Lien Holder:

Name: _____

Address: _____

_____

Phone Number: _(_____)_____-_____

_____ _____
Proposed Resident Signature Date

_____ _____
Proposed Resident Signature Date

_____ _____
Proposed Resident Signature Date

Cresson Point Properties, LLC
APPLICATION FOR RESIDENCY

APPLICANT:

Name:_____

Current Address_____

_____

Phone#_____D/O/B_____

Email:_____

Marital Status: _____

Social Security #:_____

Driver's License #_____

Current Mortgage/Rent Amount $_____

Years at Current Address _____

CO-APPLICANT:

Name:_____

Current Address:_____

_____

Phone#_____D/O/B_____

Email: _____

Marital Status: _____

Social Security#:_____

Driver's License #_____

Current Mortgage/Rent Amount $_____

Years at Current Address_____

IN CASE OF EMERGENCY NOTIFY:

Name: _____

Address: _____

_____

Relationship: _____

Phone #_____

Name: _____

Address: _____

_____

Relationship: _____

Phone #_____

VEHICLE REGISTRATION:

Year: _____ Make: _____ Model: _____ License Plate #_____

Year: _____ Make: _____ Model: _____ License Plate #_____

Year: _____ Make: _____ Model: _____ License Plate #_____

List **all** persons who will reside in the home:

Name	Age	Relationship

Any litigation, such as eviction, suits, judgments, bankruptcies, foreclosures, etc? Yes No

If yes, explain: _____

Have you ever been convicted of a criminal offense? Yes No

If yes, give details & dates: _____

Have you ever broken a lease or been evicted from any type of housing? Yes No

If yes, explain: _____

DO YOU OWN A PET? Yes No If yes, how many: _____

Type (s):_____ Breed (s):_____ Weight (s):_____

INFORMATION ON HOME BEING PURCHASED:

Community: _____ Street Address: _____

Make: _____ Year: _____ Serial #: _____

Size (Length X Width): _____ No. Bedroom(s): _____ Color : _____

Purchase Price $_____ Down Payment $_____ Amt. Financed $_____

PLEASE READ ALL TERMS BELOW AND SIGN:

It is understood that the premises are to be used as a residence to be occupied by not more than _____ persons and that the occupancy is subject to possession being delivered by present occupant. A non-refundable application fee per applicant has been submitted to the Community Owners with the clear understanding that this application, including each prospective occupant, is subject to approval and acceptance by the Community Owner in its sole discretion. I hereby authorize Community Owner to obtain information it deems desirable in the processing of my application, including credit reports, civil or criminal actions, rental history, employment/salary details, police and vehicle records, and any other

relevant information; and release Community Owner, its employees and agents from all liability for any damage whatsoever incurred in furnishing or obtaining such information.

Upon approval and acceptance, the applicant agrees to execute a lease before possession is given and to pay the security deposit and the first month's rental at the signing of the lease. The applicant hereby waives any claim for damages by reason of non-acceptance of this application, which the Community Owner or its agents may reject without stating reasons for so doing. It is further agreed that if any information herein is false, the lease made on the strength of this application may, at the option of the Community Owner be terminated at any time. A new application is required if purchase of the home does not occur within ninety (90) days from the date of signature below.

_____ _____

Signature Date

_____ _____

Signature Date

_____ _____

Signature Date

Economic Evaluation of Resident

Applicant Name(s) _____

Instructions for Completing the income Evaluation

1. Gross pay figures are before taxes are taken out
2. Use award letters for proof of social security, SSI and disability benefits that are shown as income.
3. All persons whose income is shown will be on the lease and be listed on the Application for Residency.
4. For the cost of groceries, there are government statistics that can assist in estimating food expenses, USDA publishes "Official USDA Flood Plans: Cost of Food at Home at Four Levels" charts each month. For example, in May 2021, the monthly cost of food for a family of four ranged between $688 (Thrifty Plan) to $1,371 (Liberal Plan).

Income Sources (use monthly figures)

Gross Pay- Applicant	$_____
Gross Pay- Other	$_____
Child Support	$_____
Social Security/SSI/Disability	$_____
Other Income	$_____
Total Household Income per Month	$_____

Expenses (use monthly figures)

House Payment	$_____
Home Insurance	$_____
Auto Loan(s)	$_____
Auto Insurance	$_____
Average Telephone Bill	$_____
Average Electric Bill	$_____
Water/Sewer Site Rent	$_____
Credit Card Payment	$_____
Installment/Personal Loans	$_____
Groceries	$_____
Child Support	$_____
Property Taxes	$_____
Monthly Maintenance	$200.00(Budgeted Amount)
Other Expenses	$_____
Total Expenses per Month	$_____
Amount of Available Income	$_____

BIRCHWOOD DISCLOSURE OF RENT,
FEES, SERVICE CHARGES, ASSESSMENTS, and UTILITY CHARGES

1. RENT PER MONTH: $550.00
2. SECURITY DEPOSIT: $550.00
3. MONTHLY FEES:

   ADDITIONAL VEHICLE FEE: $10.00 per extra vehicle

   PET FEE: 5.00

   LATE FEE FOR RENT POST MARKED AFTER THE 5TH: $50.00

   ABANDONED HOME (PA ACT 74) STORAGE FEE: $ (Double current rent)
4. PER OCCURRENCE FEES:

   RENTAL APPLICATION: $60.00 per applicant 18 years and older

   LAWN AND SHRUB CUTTING: $60.00 per hour, minimum charge $60.00

   CLEAN-UP OF LAWN, LEAVES, DEBRIS: $60.00 per hour, min. charge $60.00

   RETURNED/NSF PAYMENT BANK FEE: $35.00

   CERTIFIED VIOLATION LETTER: $35.00

   MAILBOX REPLACEMENT KEY: $25.00

   COURT FILING FEE FOR RENT/POLICY VIOLATIONS: $160.00 (Plus court assessed costs)

   DISCONNECTION/CONNECTION FEE (Water / Sewer): $175.00

   WATER CURB STOP SHUT OFF/ON: $50.00

   INSPECTION FEE FINE (If work is started prior to receiving written approval): $80.00

   PET FAILURE TO REGISTER FEE FINE: $100.00

   NON-CONVENTIONAL & RECREATIONAL VEHICLE PERMIT FEE: $10.00

5. UTILITY CHARGES NOT INCLUDED, NOT PROVIDED BY COMMUNITY:

   INTERNET SERVICE: NOT INCLUDED, NOT PROVIDED BY COMMUNITY

   CABLE SERVICE: NOT INCLUDED, NOT PROVIDED BY COMMUNITY

   ELECTRICITY: NOT INCLUDED, NOT PROVIDED BY COMMUNITY

   FUEL: NOT INCLUDED, NOT PROVIDED BY COMMUNITY

HOME SITE LEASE AGREEMENT

1. PARTIES. This Lease Agreement (the "Lease") is made this _XX/XX/XXXX_ by and between [_Cresson Point Properties LLC_], ("Community Owners"), and the following individuals (collectively, "Resident"):

NAME (D.O.B.) (S.S. NO.)

(a) _____USED FOR EXAMPLE PLEASE SIGN ON LAST PAGE_____

(b) _____USED FOR EXAMPLE PLEASE SIGN ON LAST PAGE_____

(c) _____USED FOR EXAMPLE PLEASE SIGN ON LAST PAGE_____

The term Resident, as used in this Lease, means and includes the terms “Lessee,” “Manufactured Home Occupant” and “Manufactured Home Resident,” as each of those terms are defined in the Manufactured Home Community Rights Act, as amended, 68 P.S. §398.1 et seq. (the “Act”).

The following persons, who are not listed on the title of the home but, are permitted to reside with Resident, until such time as Community Owners, in its sole discretion determines otherwise and provides notice to Resident:

NAME (D.O.B.) (S.S. NO.)

(a) _____USED FOR EXAMPLE PLEASE SIGN ON LAST PAGE_____

(b) _____USED FOR EXAMPLE PLEASE SIGN ON LAST PAGE_____

(c) _____USED FOR EXAMPLE PLEASE SIGN ON LAST PAGE_____

(d) _____USED FOR EXAMPLE PLEASE SIGN ON LAST PAGE_____

2. SPECIFICS. Community Owners shall rent to Resident the specific manufactured home space on a month to month basis, with the start of the term beginning on the first day of the month, together with _two_(2) overnight parking spaces (collectively, "the Premises”), at the base rental charge, security deposit (See Fee Disclosure Sheet for Community Fees and Charges) and for the period of time, all as indicated below.

STREET ADDRESS	CURRENT MONTHLY RENT	SECURITY DEPOSIT	MOVE-IN DATE
USED FOR EXAMPLE	Please See Fee Disclosure Sheet	N/A	XX/XX/XXXX

In addition to the monthly base rental reserved above, Resident shall pay to Community Owners as additional rental all charges assessed against the Premises under this Lease.

SAMPLE DO NOT INITIAL

Resident Initials __XX__ __XX__ __XX__

3. USE OF THE PREMISES. Resident shall have the right to place one (1) manufactured home, as defined in the Act (the "Home") on the Premises; provided, however, that the Premises and the Home shall be used for residential purposes only. No one shall live in the Premises or the Home other than those named above unless prior written approval is given by Community Owners.

a) Only approved Residents and their guests may have the use of Community Amenities. Community amenities are provided in the discretion of the Community Owners and may be altered or discontinued in the Community Owners discretion. Any such amenities are not included in the total sum of the monthly ground rent.

4. TRANSFER BY ASSIGNMENT, SUBLEASE, OR SALE. Resident shall not transfer possession of the Premises by sublease or assignment without Community Owner's prior written consent. Resident shall have the right to sell the Home; provided, however, that Community Owners reserves the right to approve the purchaser of the Home if the home is to remain in the community, which approval shall not be unreasonably withheld.

5. RIGHT OF FIRST REFUSAL. Resident hereby grants to Community Owners the right of first refusal to purchase the Home, upon the following terms and conditions. If at any time during the term of this Lease, including any renewal, Resident receives a bona fide offer from a third party to purchase the Home, which offer Resident desires to accept, Resident shall promptly deliver to Community Owners a copy of such offer, and Community Owners may, within [TEN (10)] days after such delivery, elect to purchase the Home on the same terms as those set forth in the third party offer. If Community Owners elects to purchase the Home, settlement shall take place no later than [forty-five (45)] days after such election. If Resident fails to comply with the provisions of this Paragraph, Community Owners shall have all remedies available at law or in equity.

6. ILLEGAL ACTIVITY BY RESIDENT. Resident shall occupy and use the Premises and the common areas of the manufactured home community in which the Premises are located (the "Community") in compliance with all Federal, State and Local laws, ordinances and regulations now in force or hereafter enacted and imposed. Violation of such laws, ordinances and regulations by Resident shall be a violation of this Lease, and shall permit Community Owners to exercise any and all remedies provided by this Lease, including eviction.

7. LIABILITY OF RESIDENT. Each person listed in Paragraph 1 above and designated as "Resident" shall be individually and jointly responsible for fully performing all of Resident's obligations under this Lease. If there is more than one Resident, any notice required or permitted by the terms of this Lease may be given by or to any one of the Residents, and will have the same force and effect as if given by or to all of the Residents. In the event that more than one person is Resident under this Lease, Community Owners or its representative may proceed with its available legal remedies against any or all of the Residents under this lease, and the liability of each shall be “joint and several.” This means that Community Owners can sue any one or more of the Residents under this lease for violations of this Lease.

SAMPLE DO NOT INITIAL

Resident Initials __XX__ __XX__ __XX__

8. PROPERTY RULES. Resident shall conform to Community Owner's Guidelines governing the Community (the "Manufactured Home Community Guidelines "), which are attached to this Lease as Exhibit "A" and made a part thereof. The Rules are also posted in the Community in accordance with the Act. Community Owners shall have the right during the term of this Lease to change or add to the Rules in its discretion. No change or addition to the Rules shall become effective until Resident has been provided with a written copy of the changed or added Rules, and such changes are posted, as required by the Act. Resident agrees that a violation of the Rules shall be a violation of this Lease. Violations of the Rules shall permit Community Owners to exercise any and all remedies provided by this Lease.

9. POSSESSION. Community Owners will not allow a new Resident to occupy the Premises without a signed newly executed Lease. Community Owners shall not be liable to Resident for any failure to give Resident possession of the Premises ("Possession") at the start of this Lease, nor shall any such failure constitute a breach under this Lease. Lot Rent shall be paid in full to Community Owners, any such pro-rata Rent charge shall be worked out between Buyer and Seller of the manufactured home not the Community Owners.

10. SECURITY DEPOSIT.

(a) Amount and Disposition. A security deposit in the amount indicated in Paragraph 2 above (the "Security Deposit") shall be deposited in the account of First Northern Bank and Trust. The tenant is entitled to interest after the second anniversary of giving a deposit. The Community Owners shall be entitled to receive as administrative expenses, a sum equivalent to one per cent per annum upon the security money so deposited, paid to the tenant annually upon the anniversary date (3rd year) of the commencement of his lease only if interest earned is above one (1) percent per annum. Let it be known that current escrow market account interest rates through federally or state-regulated institutions are well below one 1% per annum.

(b) Return of Security Deposit. If Resident complies with the terms, agreements and conditions of this Lease, Community Owners shall return this Security Deposit to Resident as and if required by law. Community Owners may refuse to return the Security Deposit if Resident has breached any term, agreement or condition of this Lease, in accordance with law.

Community Owners shall have the right to use as much of the Security Deposit as is necessary to pay for damages resulting from Resident's occupancy of the Premises. If such damage occurs prior to termination of this Lease, Resident shall replace the amount, if any, of the Security Deposit used by Community Owners to repair such damage. It is expressly understood by the parties that nothing in this Paragraph shall preclude Community Owners from refusing to return the Security Deposit (including any unpaid interest) to Resident due to the nonpayment of Rent or other breach of this Lease by Resident.

Upon termination of this Lease, or surrender and acceptance by Community Owners of the Premises, Resident shall provide Community Owners with Resident's new address, in writing.

(c) Sale of the Community. If Community Owners sells the Community, Community Owners may transfer the Security Deposit to the new owners of the Community for Resident's benefit. Community Owners shall notify Resident of any such sale and transfer, whereupon Community Owners shall be released of all liability relating to the Security Deposit.

11. MONTHLY RENT: Lot fees provide for these services and utilities.

(a) Community Owner's responsibility. Community Owners shall provide for the following:

(X) Community common ground maintenance
(X) Maintenance and snow plowing of community roads
(X) Provide drinking water to ground level ball valve
(X) Dispose of household sewer by underground sewer connection
(X) Pay property taxes on all community land
(X) Weekly household trash removal

(b) Resident's responsibility. Resident shall pay for the following utilities but not limited to:

(X) Property taxes on manufactured home
(X) Electricity (home and street lamp)
(X) Maintenance of manufactured home
(X) Maintenance of land, structures and assets on manufactured homesite

12. RENT PAYMENT. Resident shall pay, without notice or demand by Community Owners, all rent and additional rent due and payable as set forth in Paragraph 2 above (the "Rent") by means of online ACH & Credit Cards or by check or money order to Community Post Office Box on or before the first (1st) day of every month. Time is of the essence. Acceptance by Community Owners of a check for payment of Rent is conditional and Rent shall not be deemed to be finally paid until payment of the check by Resident's bank. No payment by Resident, or receipt by Community Owners, of an amount less than the full amount of Rent, shall be deemed to be an accord and satisfaction, nor shall any statement on any check or letter accompanying any such partial payment be considered an accord and satisfaction. Community Owners reserves the right to accept a partial payment of Rent without prejudicing Community Owner's rights to recover the balance of the Rent due and owing, or to pursue Community Owner's available remedies. Resident hereby waives any right to set-off the Rent according to any other claim against Community Owners. No cash will be accepted.

If any check issued to Community Owners for payments due under this Lease is returned by Resident's or Community Owner's bank without payment, for any reason whatsoever, Community Owners may require that Resident pay all further rent payments by certified check or money order. If Community Owners does this, Resident agrees to pay all future rent as instructed by Community Owners.

13. CHARGES.

(a) Late charge for non-payment of rent. All rent payments must be made in full to avoid late charges. Any monthly rent envelope post marked after the 5th day of the month will incur a late fee penalty of 10% of the current lot rent amount. If the Residents account has an outstanding balance monies received will be applied to past due rents first. Resident agrees this late charge is fair and reasonable.

(b) Service charge. Any check returned from the bank for any reason will be subject to a service charge (rate listed on fee disclosure sheet) and the resident must immediately submit payment with service charge via a money order or certified bank check. Note that if your rent payment is late as a result of this returned payment, you will also be subject to the 10% late fee penalty.

(d) Utility Disconnection Charge. Resident shall pay Community Owners a utility disconnection charge at the expiration or earlier termination of this Lease. (See Fee Disclosure Sheet)

(e) Other Charges. Community Owners shall have the right to impose such other charges as are set forth in the Rules.

(f) Fee Disclosure Sheet. The Guidelines along with the Fee Disclosure Sheet are incorporated in the lease and are a part of it. This disclosure lists all fees that may be associated with living in the community. Please reference the sheet for any fees that may be on top the of the ground rent amount.

14. TAXES. Resident shall pay all county, municipal, and school district real estate taxes assessed and levied against the Home or any personal property located in the Home and on the Premises, and shall promptly furnish to Community Owners, upon Community Owner's request, proof of payment of such taxes. Failure by Resident to pay such taxes, when due, shall be a violation of this Lease and shall permit Community Owners to exercise any and all remedies provided by this Lease, including eviction.

15. NO WAIVER BY COMMUNITY OWNERS. Community Owners shall have the right to require strict compliance with the terms, agreements, and conditions of this Lease without having insisted upon strict compliance at all times during this Lease. No conduct inconsistent with this right shall be a waiver of such right, nor create a custom or modification of this Lease.

16. DEFAULT IN RENT---RIGHT TO ACCELERATE RENT. In the event of a default in the payment of Rent, Community Owners shall have the right to immediate payment in full of all Rent and additional charges reserved for the remainder of the unexpired term of this Lease. Community Owners shall also have the immediate right to enforce collection of these payments against Resident. Notwithstanding this right to accelerate Rent, in the event of a default in the payment of Rent or any other obligation owing under this Lease, Community Owners shall also have the right to exercise all other necessary actions and due processes of law to collect damages and money owing to Community Owners based on the then-applicable laws of the Commonwealth of Pennsylvania, including ejectment and eviction proceedings when necessary.

17. PRIOR TO POSSESSION. Prior to taking possession of the Home, Resident shall:

In order to be approved for Residency, buyer must obtain and sign an acknowledgement of receipt for Disclosure of Fees, Lease, Guidelines, Regulations for Pets, Fair Credit Reporting Act Notice, and Act 261 Important Notice Required by Law. Application for Residency must be approved by Cresson Point Properties LLC. Written approval will be mailed or emailed to the new resident within five (5) days upon being approved.

The Buyers/Sellers must arrange to have a PA certified home inspector inspect the manufactured home prior to the seller being able to sell the home to the buyer. A buyer must sign an "As Is Condition" disclosure if purchasing the home in As Is Condition and provide such document to community management to forgo the home inspection by a PA licensed inspector.

At time of lease signing; One (1) or more of the following will be required to show proof of ownership:
-A copy of the notarized title (front & back)
-A copy of the title transfer form from the notary (MV-4ST)
-A copy of the sales agreement, Purchase Agreement and/or Financing Agreement

18. RENEWAL AND CHANGES IN LEASE TERMS.

(a) Automatic Renewal. After the initial period of this Lease, as indicated in Paragraph 2 above, this Lease Renews Automatically for a like period and on like terms and shall continue to so renew until properly terminated by either Community Owners or Resident.

(b) Change in Terms. If Community Owners desires to change the terms of this Lease (such as, but not limited to, increasing the rent or changing the length of the term of this Lease), Community Owners will give written notice of such proposed change(s) to Resident.

19. EARLY TERMINATION. Resident shall be responsible for Rent for the entire period of this Lease, even if Resident moves out early with or without permission of Community Owners.

20. MOVE-OUT.

(a) Right of Entry by Community Owners. Resident shall allow future applicants for the rental of the Home space to view the lot at all reasonable hours; provided, however, that Community Owners shall give Resident advance notice of such entry whenever possible.

(b) Delivery at Expiration of Term. Resident shall remove the Home and deliver the Premises to Community Owners at the end of the term of this Lease, leaving the Premises clean and in good order, reasonable wear and tear excepted. Prior to removing the Home from the Premises, Resident shall obtain the necessary removal permit from the local tax office, and provide a copy of this permit to Community Owners. Immediately prior to delivering the Premises to Community Owners, Resident shall (1) jointly inspect the Premises with a person from the management staff, (2) indicate then-existing conditions, and (3) sign and date the duplicate form provided by Community Owners. Resident agrees that any personal possessions remaining in the Premises after Resident moves out shall be deemed abandoned by Resident and that Resident shall be responsible to pay or reimburse Community Owners for the costs of removing and disposing of such possessions.

21. INDEMNIFICATION OF COMMUNITY OWNERS BY RESIDENT. Resident shall be responsible for, and indemnify Community Owners against, any and all obligations, costs, liabilities, claims, damages or lessors (including reasonable attorney fees and court costs) which may be imposed upon or incurred by Community Owners in connection with loss or damage to property or injury to persons resulting from any act or omission by Resident or Resident's guests.

This means that if Community Owners pays any money, including court costs and attorney's fees, as a result of any loss or damage to property or injury to persons resulting from Resident's actions or omissions or the acts or omissions of Resident's family, guests, or other person on the Premises or Community with Resident's permission, Resident agrees to be responsible for and will pay or reimburse Community Owners all of those payments made or incurred by Community Owners, including court cost and attorney's fees.

22. COMMUNITY OWNERS'S RIGHT OF ACCESS .

(a) Inspection/Maintenance. Community Owners shall have the right to enter the Premises to inspect and maintain equipment, appliances, and safety conditions on or about the Premises. In addition, Community Owners shall the right to enter the Home (1) for purposes related to a sale of the Home or the Community, or (2) in the event of an emergency, as reasonably determined by Community Owners. Community Owners shall give advance notice of such entry to Resident whenever possible; provided, however, that no notice need be given in the event of an emergency.

(b) Interruption/Inconvenience. Community Owners shall not be liable for any temporary inconvenience or interruption of services due to repairs, improvements or for any reason beyond Community Owner's control. Resident shall pay the full amount of Rent when due despite any such inconvenience or interruption.

23. DESTRUCTION OF THE PREMISES.

(a) Total Destruction. Resident shall notify Community Owners as soon as possible both orally and in writing of such Total Destruction. In the event that the Premises are destroyed by fire or other casualty so that it is not habitable as a dwelling place, and one (1) this destruction occurs through no fault or negligence of Resident, and two (2) the Premises cannot be restored using reasonable construction methods then this Lease shall terminate absolutely when possession is given back to the Community Owners. In in the event of total destruction, the Resident shall move out of the premises immediately and deliver possession to Community Owners no later than thirty (30) days after the event that total destruction occurred. When possession is given, the premises must be clear of the prior Resident's home and any personal property that may have been destroyed during the calamity. Upon such delivery by Resident, all obligations under this Lease, including Tenant's obligation to pay Rent, shall cease. Residents that have followed the above guidelines may choose to purchase a new home and establish a new lease and follow the Guidelines placed under section III. Occupancy, subparagraph (f) Home Replacement.

(b) Partial Destruction.

(i) Notice. In the event that the Premises are partially destroyed by fire or other casualty ("Partial Destruction"), Resident shall notify Community Owners as soon as possible both orally and in writing of such Partial Destruction.

(ii) Community Owner's Duty. In the event of any Partial Destruction, upon notice by Resident to Community Owners as required by Subparagraph (b)(i) above, Community Owners shall, without delay, come assess the manufactured home to make the determination if the home can be restored within ninety (90) days to be able to remain in the community.

(iii) Residents Option to Restore. In the event of any Partial Destruction, Resident shall permit Community Owners and Community Owner's agents to enter the Premises to inspect and assess the damages to determine to its sole satisfaction that such Partial Destruction may be restored using customary and reasonable construction methods within ninety (90) days of the notice of such Partial Destruction. If approved, the Resident shall have the option of restoring the Premises with the use of their vendor of choice along with their own monies. The Resident must continue the obligation to pay rent. Notwithstanding any of the above, if such Partial Destruction occurs due to the negligence or intentional act of Resident, Community Owners shall have the option of terminating this Lease.

24. COMMUNITY OWNERS REMEDIES: GENERAL STATEMENT. In the event that Resident (1) fails to make any payment required under the terms, covenants and conditions of this Lease, including, without limitation intended, Rent as required by Paragraph 2 above, or (2) breaches any term, covenant, condition or obligation under this Lease or under the Rules, Community Owners shall have, in addition to any other rights or remedies which Community Owners may have under this Lease or at law or in equity, the right and option to pursue any or all of the following remedies:

(a) To terminate this Lease, subject, however, to the provisions of Paragraph 27 below, dealing with eviction;

(b) To bring an action to recover possession of the Premises (subject to the provisions of Paragraph 30 below);

(c) To bring an action to recover the balance of the Rent or other charges, including without limitation the right to accelerate Rent provided by Paragraph 16 above; or

(d) To bring an action for consequential damages caused by Resident's breach of an obligation under this Lease, including reasonable attorney's fees and costs.

25. REMEDIES CUMULATIVE. Community Owner's remedies under this Lease are not exclusive, and no termination of this Lease or taking or recovering of the Premises shall deprive Community Owners of any other remedy or action for Rent or any other charge due at the time or which shall otherwise become due in the future.

26. EVICTION.

(a) Reasons For Eviction. The rules governing eviction of manufactured home community residents are set by statute and described in the "Important Notice Required By Law" attached to this Lease as Exhibit [B]. Resident may be evicted from the Premises for any of the following reasons:

(i) Nonpayment of Rent;

(ii) A second or subsequent violation of the Rules or this Lease occurring within a six-month period;

(iii) A change of use of the Community or parts thereof; or

(iv) Termination of the Community.

(b) Mailing Written Eviction Communication. If certified mail is returned "unclaimed" or "not found" or the like, service is considered complete when either a hand delivered copy is given, posted on the Residents front door, or sent via first class postal mail to the resident. Proof of mailing will be considered the receipt that is given after mailing out a certified letter from the post office.

27. ATTORNEY'S FEES. If Community Owners employs any attorney as a result of Resident's non-payment of rent, or other amounts due, or for violations of any other term or condition of this Lease, or any Guideline, Resident agrees to pay to Community Owners, as additional rent, reasonable attorney's fees incurred by Community Owners. Resident will pay these legal fees upon demand whether or not Community Owners initiates a legal action against Resident.

If Community Owners employs an attorney to defend against any claim or demand brought by or on behalf of Resident, Resident agrees to be responsible for and pay or reimburse Community Owners for all attorney's fees and court costs incurred by Community Owners, even if no legal action is filed.

If Community Owners employs an attorney to defend against any claim or demand made by a third party which results from any action or omission of Resident, or Resident's family or guests or any other person on the Premises or Community with Resident's permission, Resident agrees to be responsible for and pay or reimburse Community Owners for all attorney's fees and court costs incurred Community Owners, even if no legal action is filed.

28. RESIDENT INDEMNITY. If Community Owners incurs any obligations, costs, liabilities, claims, damages or losses (including attorney's fees and court costs) which result from Resident's violation of any of the terms of this Lease or from Resident's actions or omissions, or from the actions or omissions of Resident's family, guests, or any other person in the Premises or Community with Resident's permission, Resident will indemnify and hold Community Owners harmless from all such obligations, costs, liabilities, claims, damages or losses (including attorney's fees and court costs).

This means that if Community Owners pays any money, including court costs and attorney's fees, as a result of Resident's violations of any of the terms of this Lease or from Resident's action or omissions or the acts or omissions of Resident's family, guests, or other person on the Premises or Community with Resident's permission, Resident agrees to be responsible for and will pay or reimburse Community Owners all of those payments made or incurred by Community Owners, including court costs and attorney's fees.

Resident Initials __XX__ __XX__ __XX__

29. INSURANCE. Residents shall maintain insurance on the Home, which insurance shall cover one (1) damage to the property of Resident or Resident's guests, and two (2) injury to persons occurring on or about the Premises. Residents, upon request by Community Owners or Management, shall provide Community Owners or Management with written evidence of such insurance, such as a Certificate of Insurance.

a) Homeowner's insurance covering resident's home, attached or adjacent structures and personal belongings must be purchased by homeowner. In the event of a calamity or other acts of god; homeowner shall bear total responsibility for any failure to purchase same. All Residents in the community must maintain general liability and premises policy in an amount to meet satisfactory replacement costs of all personal property and to have manufactured home space returned to its previous form.

b) No resident, family member, guest or invites shall cause any act which would result in any policy of insurance on the leased premises to become voided or suspended.

c) Residents assume all responsibility of any kind associated with their personal property(s) or the actions of any person(s) in connection with homeowner's occupancy.

d) Community Owners shall not be liable for any damage or injury which may be sustained by a resident or any other person, as a consequence of sewer, storm water/sewer, or electrical system or by reason of the elements nor as a result of the carelessness, negligence or improper conduct of any other resident or a resident's agent, guest, licensee, assignee, or successor.

e) Community Owners shall not be liable for the interference with, interruption of or failure of any service to be furnished or supplied by the owner which is beyond the control of the owner. Residents are urged to obtain the necessary insurance against such contingencies.

30. NOTICES. All notices required by this Lease to be given to Community Owners shall be written and delivered by certified mail or registered mail. Community Owners reserves the right to provide notices to Resident through other reasonable means, such as (i) personal service upon Resident, and (ii) posting notice in a conspicuous location on the Premises or within the Community.

Each of the Residents named above is a "Designated Notice Recipient Lessee," as that term is defined in the Act. Service of any notice required under this Lease or law upon any of the Residents shall constitute service of such notice on all of the Residents and will have the same force and effect as if actually given to all of the Residents.

31. SUBORDINATION. This Lease and Resident's rights are subject and subordinate to present and future mortgages on the Property. Community Owners shall have the right to execute any papers on Resident's behalf as Resident's attorney-in-fact for this purpose. In the event that Community Owners mortgages the Community, Community Owners shall obtain from the mortgage holder a non-disturbance agreement for the benefit of Resident; provided, however, that Resident shall not have been in default of any of Resident's obligations under this Lease at any time during the Lease term, including any extensions or renewals thereof.

32. GENDER, SEVERABILITY. Where the context of this Lease requires, (1) words in the singular may be substituted for the plural, and vice-versa, and (2) words in the masculine, feminine or neuter gender may be substituted for any other gender. If any term, covenant, condition, or provision of this Lease shall to any extent be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Resident Initials __XX__ __XX__ __XX__

33. HEADINGS. The headings preceding the text of the paragraphs in this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.

34. ENTIRE AGREEMENT, SUCCESSORS. This Lease contains the final and entire agreement between the parties hereto, and no party shall be bound by any term, condition or representation, oral or written, not set forth or provided herein. The conditions, covenants, and rules contained in this Lease shall be legally enforced by the parties to this agreement, their heirs, executors, administrators, personal and legal representatives, successors and assigns, and are binding upon all such parties. Nothing herein shall prevent modification of the terms of this Lease by mutual agreement through the execution of a written Addendum affixed to all copies of this Lease.

35. ABSENCE OF SIGNED AGREEMENT. If Cresson Point Properties LLC does not receive a signed copy of this agreement after written notice, Cresson Point Properties LLC will assume consent to the terms of this agreement as written.

EXHIBIT "A"

MANUFACTURED HOME COMMUNITY

GUIDELINES

We would like to take this opportunity to introduce ourselves. I am the owner of Cresson Point Properties LLC. Welcome to the community. To protect your investment and the value of your home, Guidelines have been adopted to enhance the desirability of residing in our manufactured housing community. These Guidelines are established to prevent nuisances and the impairment of attractiveness of the community, to maintain the desired tone of a properly operated and managed community, and to insure to each resident the full benefit and enjoyment of their home.

It is necessary for everyone to adhere to common sense behavior in the community. These guidelines established by management deal with the courtesy to your neighbors. In most cases they should be second nature to you and no extra effort will be required.

We are sure you will be very content in knowing that our aim is to provide you a place where you can live and entertain your guests with pride, dignity and comfort. The cooperation of all residents is required to achieve our mutual goals of privacy, safety, comfort and pleasant surroundings.

-Amber Peffer

I. Registration

a. **Application**: All persons who want to be considered for residence in the community must fill out a rental application before being considered for approval. Your signature on the rental application allows us to obtain your criminal and credit history where available to us under the Fair Credit Reporting Act or other applicable laws. Each application will be evaluated in a fair and uniform manner based on a history of meeting payments as required on your credit obligations. If your credit history reflects a pattern of slow payments, collection accounts, write offs or indicates housing suits or judgments for non-payment of rent you will not receive favorable consideration. A lack of credit history does not necessarily result in unfavorable consideration.

b. **Lease**: All residents are required to sign a lease agreement prior to moving into the community.

c. **Security Deposit**: Please refer to your lease to determine if a security deposit is required.

d. **Guidelines** Packet: All residents must abide by the "Guidelines". Residents must sign the last page of the Guidelines packet before moving into the community and every time an updated Guidelines packet is published. Community Owners reserve the right to amend or to supplement these Guidelines at any time. Community Owners will deliver to the residents in writing, a notice of the amendments or supplements at least sixty (60) days before the effective date of the new provisions.

II. Rent

a. **Due Date**: Lot rent is payable via mail to the community's payment address listed in your lease. Rent is due on the 1st of each month, with a five (5) day grace period. Any envelope with a post mark date of the 6th or later is considered late.

b. **Late Charges and Returned Checks**: Any rent envelope post marked after the 5th day of the month will incur a late fee penalty of ten percent (10%) of the then current lot rent amount. All rent payments must be made in full to avoid late charges. If your account has an outstanding balance monies received will be applied to past due rents first. Any check returned from the bank for any reason will be subject to a service charge (rate listed on fee disclosure sheet) and the resident must immediately submit payment with service charge via a money order or certified bank check. Note that if your rent payment is late as a result of this returned payment, you will also be subject to the 10% late fee penalty.

c. **Increases**: All rent, fees, service charges and assessments payable to the Community Owners may not be increased more than one time within a twelve (12) month period. Notice will be provided to all residents at least thirty (30) days before the effective date of the increase.

III. Occupancy

a. Owner Occupancy: Only persons listed on owner's lease may reside in the home. Residents may not sublet the premises or any portion or part. All homes must be owner occupied. Management reserves the right to request a copy of the title to authenticate home ownership at any time during lease period. Home residencies are intended for single family occupancy only. New residents must contact the local township and county to establish residency and obtain a move-in permit if required.

b. **Number of Occupants**: The number of occupants in a manufactured home will be restricted by the square footage of the home (length x width) and in no case may occupancy exceed two persons per bedroom per home. Each adult occupant must have a minimum of three hundred (300 sq/ft) square feet. Each non adult occupant must have a minimum of one hundred fifty (150 sq/ft) square feet. These minimum requirements are added together and comprise the total square footage of the home. Nonconformance to these standards shall result in eviction proceedings. An adult is defined as anyone twenty two (22) years and older.

c. **Change of Occupancy (Visitors/Guests):** If the resident has any visitor or guest who remains in the home so frequently, or is in the home overnight so frequently, such that it appears that the guest is occupying the home, that guest must apply for occupancy approval by completing a Rental Application to remain in the home. If a guest is present in the home for more than fifteen (15) consecutive days or thirty (30) days in a calendar year, the guest shall be deemed to be a resident subject to residency approval. As noted, visitors and/or guests must notify management and complete a Rental Application form. If an authorized occupant (including a child or other relative) gets married, this new family may not reside in the home without prior approval from community owners.

d. **Sale of Manufactured Home in the Community**: The resident may transfer or sell the manufactured home, belonging to the resident located within the community. If following the transfer or sale the manufactured home is to remain in the community with a new owner, and/or if a new residency is established, Community Owners have the right to approve or deny the prospective resident, which approval shall not be unreasonably withheld. The resident should have their prospective Buyer contact the community office to obtain the Guidelines, Rent, Fees, Service Charges, Disclosure documents and purchase information, so that a receipt can be executed and put on file. Any new lease which is part of your resale cannot and will not become effective until at least five (5) days have expired following your prospective Buyer's signed receipt for the required community documents.

During the five (5) days, the prospective buyer can cancel your agreement, it must be in writing and a copy sent to the manufactured home community owner or operator. You risk having problems with your Buyers and/or community if you do not comply with this law. If a home closing/settlement date is after the first day in the month, the current resident in the community has to have had all community fees paid in full for the current month. The seller of the home must work out an agreement with the prospective resident for pro-ration of that particular month's grounds rent. (If applicable)

i. **First Right of Refusal**: If you desire to sell your home, you must give the Community Owner the right to purchase the home at the same price which you were offered, proof of which you must submit by written Agreement of Sale with your purchaser. Community Owners shall either accept or reject its first right to purchase the home within ten (10) days from the time you submit your Agreement of Sale. If a resident sells his/her home under a net listing contract they must abide by these terms. A net listing contract means the minimum amount of sale proceeds that the seller will accept, regardless of the amount of commission and customary and reasonable title transfer charges. However, Seller's net proceeds shall remain chargeable for any liens, taxes or other charges that affect the title to be conveyed. the price at which Community Owners may exercise its first right to purchase is the sales price agreed upon by the resident in his/her net listing contract without regard to any later sales price negotiated by a sales agent, dealer or broker under said contract. In the case of a net listing contract, Community Owner's first right to purchase the home runs ten (10) days from the day upon which Community Owner receives a copy of the net listing contract. In the event that a resident signs a new listing contract reducing the price from any prior contract submitted to Community Owner, the resident must again provide Community Owner's with the first right to purchase the home in accordance with these rules. Your Agreement of Sale with a purchaser must be subject to Community Owner's first right to purchase as stated above and the Communities right shall be effective as to any purchasers. It is highly recommended that before anything is done with regard to the sale of a manufactured home that the resident contact Community Owner for further details. Community Owner will waive its right of first refusal upon being provided with evidence of a sale, transfer, or conveyance of a resident/owner's sale, transfer, or conveyance of his/her right, title and interest in the home to a member of the resident/owner's immediate family. A member of the immediate family is restricted to the natural born or adopted parents or children of the resident/owner, and/or the resident/owner's siblings. Any immediate family transfer remains subject to all other requirements of the Guidelines including the community's home resale procedures and occupancy/residency approval requirements. If the community has turned down its first purchase option and the resident has a prospective buyer, a credit/rental application must be obtained from the community management and completed by the prospective resident. The current non-refundable Application fee will be charged. Decisions can take approximately one (1) week.

ii. **Title/Lender Information**: A copy of the fully executed and notarized transfer papers and title work may be asked to be presented to the community prior to final residency approval if the transaction paperwork services are obtained from a vendor other than the community. Title to the home must be transferred to the new owner at the time of sale if the home is to remain in the community. Community management may at any time demand proof and a copy of the new title of the home and financial lender information if applicable.

Resident Initials __XX__ __XX__ __XX__

iii. **Unapproved Buyer**: If the manufactured home is sold to a buyer who is not approved by Community Owners, the sale will be valid but the new purchaser will not be considered a resident, and the manufactured home will be required to be removed from the community immediately. A current resident may, therefore, suffer substantial damages if he/she attempts to sell without first notifying community management.

iv. **Home and Lot Inspections**:

1. Prior to listing your home for sale, Residents must contact community management to arrange for a site inspection of the home and home space for approval to sell the home if the intentions are to have the home remain in the community. Once community management has been contacted an inspection of the items listed in section V. Home Appearance/Maintenance will be completed. Any violations found during a site inspection must be corrected before a prospective resident may purchase the home, unless the new potential buyer is willing to assume responsibility; this new obligation must be in writing and signed by both the seller and buyer and submitted to the Community Owners. The new resident will be required to follow the guidelines set forth in section: s. Home Repair Non-Compliance Timeline under V. Home Appearance/Maintenance.

2. For a home remaining in the community, the Buyers/Sellers must arrange to have a PA certified home inspector inspect the manufactured home prior to the seller being able to sell the home to the buyer. A buyer must sign an "As Is Condition" disclosure if purchasing the home in As Is Condition and provide such document to community management to forgo the home inspection by a PA licensed inspector.

e. **Removing Home from Community**: Residents must notify the Community Owners in writing as soon as possible when they are planning to move from the community. A minimum of thirty (30) days' notice is required. The manufactured home may not be removed from the community unless all rent, fees, charges or assessments are paid to the end of the term. The Community Owner may prevent the removal of a manufactured home to enforce this rule. Home removal must be coordinated with the community so that the community can insure that no damage occurs and so that the operation of the community is not unduly interrupted. Residents are advised that prior to removing a manufactured home from the community, a removal permit must be obtained from the applicable government bodies. These permits must be presented to the Community Owners before commencing with removal of the home. Anyone contracted to remove a resident's home must have insurance and provide proof of insurance to the community prior to removal. The resident shall return the lot space to a natural level and a debris-free condition subsequent to removal of their home. All outbuildings must be removed. Plywood sheeting must cover all lawn areas over which any wheels will travel before a home may be removed from a lot.

Prior to the moving of any home within the community, the resident must provide Community Owner with proof that the mover has adequate and sufficient liability insurance and proper equipment to prevent damage to community property. Home moving must be coordinated with community management; all water, sewer and electric connections to community utilities must be made or disconnected by community personnel at standard rates on fee disclosure provided. Home moving will not be allowed during evening hours or on weekends. All taxes must be paid prior to removal and proof of a tax certificate if required.

f. **Home Replacement**: Instead of spending money on remodeling and still have an older home that may not meet today's building codes, you may elect for a new replacement home. Residents may purchase a new home only upon the following conditions; the resident must obtain all necessary building and removal permits from the municipal authorities. The new replacement home may only be the same size or smaller than the existing home, unless prior written approval is obtained from Community Owners to install a larger home; and prior written approval for the new replacement home must be obtained from Community Owners to ensure that the home complies with the quality and appearance standards required of all new homes which come into the community (see Home Appearance/Maintenance). This includes at a minimum that the home must be HUD approved, have a pitched shingled roof, vinyl siding and shutters.

g. **Abandonment**: If any home is left unoccupied, meaning vacating of a manufactured home by a resident without written notice for a period in excess of thirty days (30) or more, together with the nonpayment of required rent, fees, service charges and assessments and one or more of the following such home will be considered abandoned. Management may thereafter enter the home, secure any loose or movable appliances, furnishing, materials or supplies and move the home to a storage area or other location. Storage fees and moving fees will then be charged against the resident. The Community Owner and community management have no responsibility for safeguarding any home or the contents thereof. The community may petition the court to be awarded title to any abandoned home.

h. **Home Calamity**: Any home destroyed or damaged beyond repair by reason of fire or other calamity must be removed from the community within thirty (30) days. All moving/removal expenses, repair costs for community property and repair costs for neighboring land are the responsibility of the home owner. The resident shall return the lot space to a natural level and be debris-free after removal of their home.

i. **Real Estate Taxes**: Residents must pay all real estate taxes assessed and levied against the manufactured home. Proof of payment of taxes may be required by the community in connection with a resident's resale of his/her home. All transfers of title require a tax certificate form from the county tax office showing that real estate taxes are paid up to date.

IV. Community Requirements

a. **Conduct**: Adult residents are responsible for the conduct of the members of their families and their guests, and they are liable for all damage they cause to the property of others. All persons must respect the property of others. Everyone is expected to conduct one's self in a dignified and neighborly manner. Please be considerate of others, particularly in noise control matters.

b. **Casualty**: Community Owners and/or Management are not responsible for damage, injury or loss due to fire, theft, windstorm, flood or other forms of casualty to the home, to autos or to other personal property of a resident.

c. **Liability**: The Community Owners and/or Management are not liable for any damage or injury which may be sustained by the resident or by any other person as the consequence by the failure, breakage, leakage or obstruction of the water, sewer, gas or oil system, or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other resident or the resident's agent, guests, licensees, invitees, assignees or successors; or attributable to any interference with, interruption of or failure of any services to be furnished or supplied by the community beyond the control of the management and/or owner. Residents are urged to obtain the necessary insurance against these contingencies.

d. **Immoral Conduct**: Drunkenness, use of or selling drugs, immoral conduct (including using profane or abusive language), and conviction of a felony involving a crime of violence will be grounds for eviction.

e. **Weapons**: No shooting of guns of any type or description including BB guns, pellet guns and air rifles, bows and arrows shall be done on community land at any time.

f. **Swimming pools**: No swimming pools or wading pools are allowed, unless they are placed on the residents own deck, drained and put away each night. Pools are intended to be child-sized pools only. Hot tubs are not permitted.

g. **Swing Sets**: No swing sets or trampolines are allowed.

h. **Trespassing**: Avoid trespassing on another resident's lot. Children and or visitors should at no time play or otherwise go onto another resident's lot.

i. **Noise**: At no time will loud parties or loud music be allowed. Noise must be held to a minimum during morning and evening hours. Contact the local township for specifics on their respective ordinances.

Resident Initials __XX__ __XX__ __XX__

j. **Business**: Operating any type of business within the community or manufactured home site is prohibited. Baby-sitting of persons who do not reside in the community is prohibited i.e., a daycare business. In-home based businesses are permitted only as follows: The operation of a business may not disturb or disrupt the quiet and peaceful enjoyment of the community by other Residents. All business activity must be conducted entirely inside the Resident's home. There may be no evidence outside of the home relating to the conduct of the Resident's business. Any traffic to the Resident's home associated with the Resident's home business must be occasional and infrequent. If management receives complaint(s) that any Resident's home business is causing a disturbance of the community or another Resident's quiet enjoyment of the community, or if the Management determines that a home business is being conducted in violation of this Rule, management reserves the right to issue a notice to any Resident instructing the Resident to discontinue the conduct of their home business immediately and it shall be a violation of the Guidelines.

j. **Yard Sales**: Individual yard sales are prohibited. Residents must contact Community Management to arrange a community yard sale. If approved public awareness should be made to all residents so all have an opportunity to participate in the community yard sale.

k. **Signs**: No signs of any kind will be allowed in the community with the exception of:

    i. Community-provided signs; providing advice, direction or warnings to visitors, emergency services and/or relating to health and safety.

    ii. One (1) standard size, no greater than three by three (3ft x 3ft) “For Sale” sign in front of a resident’s home while the home is for sale. An open house sign is allowed at the community entry area and in front of the home during the day that an open house is being offered to the public. The open house sign/s must be taken down the same day once the open house hours have passed.

l. **Vendors**: Residents are allowed to invite to their homes vendors such as tradesman, deliveryman or suppliers of various goods and services and to purchase goods and services from a vendor of the residents own choosing. Vendors are not allowed to solicit residents in regards to goods or services in the community without written permission from the Community Owners. Community Owners reserve the right to request proof of insurance on all vendors that complete work within the community.

m. **Trash Containers**: Each resident must have trash containers with lids. The containers must be stored in a small outdoor storage container, a shed, a garage and/or behind the home and must be moved to the street the night before or on the day of pickup. Trash cans must be returned to their storage location the same day as trash pickup and any loose debris from pickup and or wildlife must be picked up and disposed of. Trash cans may not be stored on decks, porches or out in plain view of site from the road.

n. **Miscellaneous Items**: Refuse, debris, bicycles, toys, supplies, gardening items, car parts, tools and other misc. items may not be stored outside, nor strewn about the lot and may not be allowed to accumulate on the lot.

o. **Not Allowed**: No tires lying around or for decorative purposes, tire swings, blocks or any weight on roofs of manufactured homes, coal bins, burning trash, fire rings, drums, dog cages, tarps or sand boxes.

V. **Home Appearance/Maintenance**- The following must be continuously maintained in good order at all times:

a. **Siding & Shutters**: Home siding and shutters must be maintained to a good appearance without fading, rusting, mildew (Community Management strongly recommends power washing routinely), peeling paint, cracks, holes, missing or hanging loose. If siding is deemed necessary for replacement, siding material must be constructed of vinyl lap. All siding and shutters must be of cool earth toned colors. No vibrant colors allowed. Please contact Community Management if you are unsure if your color would be approved prior to purchasing the materials.

b. **Roofing**:

i. All roofing, including shingles must be maintained in good repair without curling, peeling and visual breakage or deterioration of shingles. Missing shingles need to be replaced immediately and all shingles must remain free of debris, mold, mildew and moss. Shingles have to be of uniform consistency, style and color. Steel roofing shall not be discolored, rusted, dirty or dented. Roof coverings such as tarps and plastic roof covers are not allowed. Please contact Community Management if you are unsure if your color would be approved prior to purchasing the material.

ii. All homes must have an approved roof load of at least twenty (20LB's) and a three (3) by twelve (12) roof pitch or greater. A home with a basic metal sheeting roof or a flat roof will have to have a pitched roof with shingles to be able to be sold and remain in the community. Only shingled or new residential steel metal zinc/aluminum roofing are allowed. Residents unable to comply with the roofing requirement within ninety (90) days must have Community Owner's written approval for extensions/exemptions.

c. **Skirting**: The color of home skirting must match the current house vinyl color, or can be white, gray, clay, tan, sand, cameo, ivory or cream in color. Products such as vinyl, rigid foam insulated skirting, cinder block with smoothed stucco, faux stone and/or brick veneer panels are allowed. A home with skirting other than mentioned materials or colors is not allowed. Skirting must be straight and uniform in color and may not be dented, hanging loose, or contain holes or cracks. New homes must be skirted within thirty (30) days and all homes must thereafter remain skirted in good condition.

d. **Door and/or Storm Doors**: Exterior doors must be in good repair with no denting, rusting or peeling material. Doors may not be patched or repaired with a material other than the same material which the door was designed and manufactured with when new. No plastic covers are allowed over doors or broken windows except on a temporary basis until repairs can be made within thirty (30) days. It is required to have all storm doors in good and proper working order and repair. All painted doors must be of cool earth toned colors with the exception of black and red.

e. **Windows**: Windows must be in good repair, with no broken glass or plastic coverings on the outside. Replacement windows must be installed within thirty (30) days and in neat and workmanlike manner. Steel roll-up security shutters are not allowed. All homes must maintain vinyl shutters in good condition.

f. **Awnings, Enclosures, Additions and Garages**: These structures must blend in with the current manufactured home and be aesthetically pleasing. No unworkmanlike homemade enclosures are allowed. Residents who wish to have one of these types of structures must receive written permission from Community Owners to do so. Following community approval, the resident must consult with the local zoning department to obtain necessary permits before any contractor is hired and any material is purchased. Structures must be continuously maintained.

g. **Sheds**: Shed is defined by an outdoor storage container greater then fifteen (15sq/ft) square feet (5'x3'). Sheds shall be limited to one (1) in number per lot. All sheds must be delivered new to the community. The shed must be manufactured and sold complete and transported into the community on truck as a finished product and can be constructed of these approved materials. All sheds in the community must have exterior side walls that are wrapped in either: vinyl lap siding, T-111, resin or high-density polyethylene (HDPE). No other materials are allowed. Sheds must have similar color siding that is consistent with their home as well as matching similar trim/shutter color scheme as their home. Sheds roofing must be resin, shingled or new residential steel metal zinc/aluminum roofing that is common on todays wooden and polyethylene sheds. No used or homemade sheds will be allowed to enter into the community. Maximum actual exterior peak height of 10' measured from the floor to the peak of the roof. Maximum exterior size is one hundred and forty four square feet (144Sq/Ft) which is (Length X Width). A variance request for a larger shed may be given only after written approval is obtained from the Community Owners. A shed may be placed on the approval spot on the lot after written communication is received from the Community Owners, this requirement insures conformance with its surrounds and so that it is not located over underground utilities. If written approval is given, typical approved location will be in the rear of the home unless a lot hardship can be proven. The ground must be covered with plywood from the road to site when the shed is delivered to prevent ruts in the yard or damage to underground utilities. Sheds must be kept free of dents, rusty screws, fading and any broken siding, doors or windows. The shed base must be wood; new concrete pads are not allowed without written approval from Community Owners. Sheds may be raised above the ground on concrete blocks and must be enclosed with skirting matching the home if above ground more than 8" inches.

Resident Initials __XX__ __XX__ __XX__

i. **Small Outdoor Storage**: Outdoor storage under fifteen (15 sq/ft) is ideal for storing trash containers, lawn and garden tool/products and sporting goods. These are an approved and recommended way of storing items mentioned above so they can be stored away after each use. All small outdoor storage containers must be resin or high-density polyethylene (HDPE), no other materials are allowed.

h. **Steps, Handicap Ramps, Decks and Patios**: Steps, handicap ramps, decks and patios are allowed upon compliance with all Municipal Building Standards and Permits. The Community Owner must approve in advance the construction and location and size of steps, handicap ramp, decks and patios by written approval. Steps and decks must be made of wood or composite material e.g. Trex decking, high-density polyethylene (HDPE) or factory purchased fiberglass steps. If the wood has been painted or stained it must stay in good condition free of peeling and mildew. Rotted wood must be promptly replaced. A satisfactory railing must be installed around decks. No new construction of landscape pavers or structures made of concrete shall be allowed unless given written approval from Community Owners. All decks and steps of the same material must be uniform in color (earth tones only) when the following conditions are met: you can visibly see them both from the road or the deck/steps are conjoined or touch each other. All railing must be of uniform construction, material and color.

i. **Air Conditioners**:

i. **Window Unit**: Air conditioners must be kept in good repair and maintained by showing no signs of rusting, peeling paint, dents or fading. No window units will be allowed to remain or be installed in street facing windows. A central air a/c unit would be recommended for homes with bedrooms in the front of the home. The unit must be installed with proper angle supports under the unit in a neat workmanlike manner on the side or rear of the home. Posts that go to the ground are not allowed. No tarping of window a/c units when not in use.

ii. **Central Air A/C Condenser**: Newly installed air condenser units must be installed on the side or rear of the home. Condensers must be kept in good repair and maintained by showing no signs of rusting, peeling paint, dents or fading.

j. **Satellite Dishes**: One (1) vendor-installed cable satellite dish such as Dish Network and/or Direct TV is allowed. No written approval is needed from management. Satellite dishes must be properly supported so as not to cause a hazard and must be maintained. Maximum size 39 inches in diameter.

k. **Green Energy**: Solar panels are the only approved energy producing technology. The panels can only be installed on the manufactured home's roof. Community Owners must approve in advance by written communication before any licensed solar panel installer is hired.

l. **Heat Tapes**: Heat tape must be of a type that is safe for use on plastic waterlines and must be kept in working order with proper insulation over the heat cable and covers the waterline from ground surface to entry into the home. Management reserves the right to inspect heat tapes at any time and to require replacement or repair if deemed necessary at homeowner's expense.

m. **Fuel Supply and Storage**: No propane gas tanks or fuel-oil tanks shall be stored or located inside or beneath any storage cabinet, carport, manufactured home or any other structure or less than five feet from any manufactured home exit, exterior outlet junction and A/C condenser. All propane and fuel-oil storage tanks shall be strategically placed so that they are not unsightly (such as the front of the home) but accessible for the vendor to access the tanks.

   i. **Liquefied petroleum gas containers**: (propane tanks) installed on a manufactured home lot shall be properly secured but not permanently fastened to prevent accidental overturning. Such containers shall not be less than 35 or more than 120 gallon LP gas capacity per container, two (2) containers maximum per lot. Underground propane storage tanks are not allowed as new construction. If a homeowner has an underground propane tank currently for their home they will be grandfathered-in for that use of the tank. The resident must make sure they understand and follow all warnings and labels on the tank and propane system. Propane tanks must be maintained by vendor requirements and the resident will need to contact the vendor immediately if nonconformity is noticed.

   ii. **Oil Tanks**: Must be kept painted, rust free, pit free, level, above ground and must be located away from underground utilities. Management reserves the right to inspect oil tanks at any time and to require replacement or repair if a tank is found to be in leaking or at a stage where the tank shows signs that failure is imminent, or if oil tank otherwise is determined to constitute an environmental or safety hazard. We recommend when a manufactured home oil furnace has to be replaced that the replacement furnace is one that is compatible with propane gas.

n. **Clotheslines**: One (1) single line retractable clothing line is allowed. Line must be strung from structure to structure and contain no posts for support. Location must be one that is not unsightly (such as the front of the home). The clothing line and any clothes on the line must be put away the same day after each use.

o. **Hitches and Axles**: Hitches and Axles must be detachable.

p. **Smoke Detectors**: Smoke detectors are required in all homes, one (1) if bedrooms are all on one end of home, and two (2) if there are bedrooms on each end. Smoke detectors must be in working order at all times. Management/Owner does not inspect installation or maintenance of smoke detectors.

q. **Fire Extinguisher:** Each resident shall obtain and maintain an operable fire extinguisher at such place in his/her home as to be readily accessible at all times. Management/Owner does not inspect for the maintenance and proper operation of fire extinguishers.

Resident Initials __XX__ __XX__ __XX__

r. **Home Stabilization (Blocking, Anchors, Slabs, Pads, Piers and Permanent Foundations)**: Residents are responsible for the grounds on which their home rests on. It is the resident's responsibility to maintain their blocking, anchors, slabs, pads, piers and permanent foundations under their manufactured home. Residents assume all responsibilities of any kind associated with their personal property(s) or person(s) in connection with occupancy in the community. Manufactured homes are titled as vehicles, they are considered personal property. Because of the forces of weather and other acts of God, it is the responsibility of the resident to periodically inspect the foundation that stabilizes the manufactured home for any type of deterioration, cracking, bulging, curve, chipping, flaking and proper drainage around their foundation. All homes shall be secured with permanent tie downs in accordance with required building code standards. Home owners shall maintain their homes foundation in compliance with all building code requirements and shall promptly perform any repairs or maintenance required to comply with these Rules and/or local building code requirements.

s. **Home Repair Non-Compliance Timeline**: Residents shall maintain their home in compliance with all building code requirements and shall promptly perform any repairs or maintenance required to comply with these Rules and/or local building code requirements. Residents shall at all times be solely responsible for and ensure the proper maintenance and operation of all home equipment, utilities and appliances.

    i. **Minor Repairs**: Once a resident is notified via written communication by Community Owners, the residents will be given thirty (30) days to complete minor requested repairs.

    ii. **Major Repairs**: Majors repairs such as a roof replacement and home skirting replacement will need to be completed within ninety (90) days unless a written extension is provided by Community Owners upon good cause shown. Delay in completing repairs may not jeopardize the safety of the community.

VI. Maintenance of Lawn and Home Space

a. **Lawns**: Lawns must be cut and trimmed at all times to a maximum height of four (4) inches. Leaves must be raked promptly. If any of the above items are not performed, Community Management reserves the right to perform the same on the resident's behalf and to bill the resident as additional rent at the current service rate prevailing at the time of the work. (See Fee Disclosure Sheet) Quarry stones; large and small may not be used as ground cover in place of grass and/or mulch beds.

b. **Planting**: Small landscaping shrubs such as; bushes, perennials, annuals, and flower gardens are allowed and are highly suggested to enhance the curb appeal of everyone's home. No written approval is needed from management. No planting of vegetation that requires digging greater than 10" inches into the ground is allowed and/or comes from the nursery in larger than a three (3) gallon plant pot. This regulation is to prevent injury or damage to underground utility services. Residents moving from the community will not be allowed to remove trees, bushes, plants or other shrubbery from their lot without prior written approval from Community Management.

Resident Initials __XX__ __XX__ __XX__

i. **Vegetable Gardens**: Are approved as long as they follow these criteria. They are located on the side and/or rear of the home, maintained, small in size (not in excess of thirty (30 Sq/Ft) and must not have a perimeter fence.

c. **Trees and Vegetation**: No new planting of trees is allowed without written approval from Community Owners. Trees and large vegetation that may be located on the home space is the responsibility of the home owner to maintain. This responsibility includes but is not limited to: maintaining, trimming, cutting back and removal of any and all trees and their debris. If a tree from your home space falls and is now located on someone else's home space or on community property it is still your responsibility to clean-up and remove. If being asked to remove a diseased, dead or at risk tree from your property by the Community Owners, it is to be removed within ninety (90) days at the resident's expense. A tree removal vendor has to provide proof of insurance to Community Management prior to removal of any trees and/or vegetation.

d. **Fences**: Perimeter fences of any kind are not allowed. Arbors and 'fence-like' materials require Community Owners approval before being constructed on a home space. In rare circumstances a fence may be approved for safety reasons, if you feel you meet this hardship please contact Community Owners for the request of a written approval variance.

e. **Lot Surface Structures**: (Driveways, Retaining Walls, Swales, Rock Walls, and Sidewalks) These are types of existing surfaces and structures that may be present on a manufactured home space. These structures are the responsibility of the resident to maintain on their lot.

f. **Lamp Posts**: A lamp post that is situated on a resident's manufactured home space is to be maintained by the homeowner. Each lamp post in the community is designed for illumination of their home site at night and for convenience for each homeowner. Residents must maintain the lamp post so that it is illuminated via photocell from dusk to dawn, and have a consistent appearance with other home spaces in the community. Community Owner does not control the power usage and is powered by each residents own electric power meter. It is expressed that each resident uses their own lamp post for their safety and security of personal property.

g. **Exterior Changes**: Any exterior change(s) to the home or lot must stay within the guidelines that are defined in these Guidelines. If your exterior change does not require written approval, but you are unsure if your modification will meet community standards, please contact community management prior to purchasing materials. If work is started prior to receiving written approval, a fine will be charged for an inspection fee (See Fee Disclosure Sheet). If the work or material used is unsatisfactory, the work so started may have to be removed from the home and/or lot and be restored to its original condition. It is very important that residents request and receive written approval to avoid a costly mistake. All exterior improvements made by residents must comply with all applicable laws and/or regulations. Improvements must be performed during normal working hours and completed within the amount of time customary for similar work. Such improvements must be made only by qualified workers with proper registration, licenses and insurance coverage.

Resident Initials __XX__ __XX__ __XX__

h. **Lot Neatness**: It is the responsibility of the resident to keep their deck, patio and home space neat and clean at all times. No outside storage around the home is allowed outside of the resident's shed or outdoor storage container when not in use. Excessive amounts of lawn ornaments or potted plants that stay out all year round will not be allowed. Children's toys and seasonal items must be stored in a shed and out of site when not in use. At no time, should any of these items remain outside of your home: indoor furniture, such as couches and recliners, no appliances such as ovens, stoves, refrigerators, etc. Holiday decorations must be removed from the home and home space within one (1) month of the completion of the holiday. Fire wood must be against the rear of the home neatly stacked on a firewood rack and if covered, a cover that is engineered for the use of covering firewood in either black, gray or tan in color.

i. **Fire Pits**: The only fire pits allowed are above ground, free-standing decorative vessels that can be used on a deck or patio. All township and municipal guidelines apply. No other fire-pits are allowed.

j. **Water Curtailments**: From time to time it may be necessary to curtail watering of lawns because of the water supply. However, plants and shrubs may be watered by bucket or by sprinkling can unless management or government authority specify differently. In the event of a period of water curtailment, residents will be notified of the water curtailment in accordance with applicable DEP standards.

k. **Water Waste**: Residents may not run water or allow leaking faucets to prevent pipes from freezing, or for any other reason. Leaking faucets must be repaired promptly. If water is leaking and/or being wasted, management reserves the right to disconnect the resident's water until the leak is repaired at resident's expense. The resident shall assume the cost for any water shutoff and reconnection. (See Fee Disclosure Sheet)

l. **Outdoor Water Use**:
    i. **Hoses**: Residents may use hoses and water to wash the exteriors of their homes, sheds and personal properties as needed, except during a period of water curtailment. Avoid waste of water and unnecessary uses of the hose. A pressure washer is recommended to be used to help limit the amount of water used. No soaker hoses are allowed.

    ii. **Sprinklers**: Sprinklers are allowed and if needed may be used on shrubs and lawns for no more than one (1) hour per day. Sprinklers may be used for recreational purposes as along it is limited to one (1) hour or less.

m. **Home Owner Utility Responsibilities**:
    i. Residents are responsible for the electric line from their home to the meter base, meter base (including the main breaker on the outside service) and the meter base stand. In the event that the resident has power failure, the resident must contact a licensed electrician and have the problem diagnosed to determine the part at fault.

ii. It is the resident's responsibility to maintain the water line from the ground level, (ball valve may or may not be present) which serves each home space into the home, and the sewer line from the inside of the home to the point of entry into the sewer main.

iii. Frozen water and clogged sewer lines above the ground are the responsibility of the resident. Disruption of service due to interruption below ground will be the responsibility of the Community Owners, but will be charged to the resident if caused by their negligence. Residents shall use the sewer system only for disposal of human body waste and regular roll-type toilet tissue. Resident shall not flush any of the following or similar items into the sewage system: Tampons, sanitary napkins or other sanitary products, cleaning towels (cloth or paper), Kleenex or facial tissues, disposable diapers, wipes, garbage or food scraps, metal, wood, fabric, plastic, or any other foreign material. Management reserves the right to test the sewage lines to determine whether resident is in compliance with the rule. Residents are responsible for all persons using their sewage system including children and guests. Residents shall check their sewer line to make sure that it is always intact. Residents shall not make any repairs, changes or alterations to the above ground sewage system without prior written approval of Community Owners and shall report any malfunction or stoppage immediately to management. Resident shall pay the cost of removing any sewer blockage unless the blockage is located underground in the community's sewer lines.

iv. Each resident is responsible for the maintenance, repair and upkeep of their designated parking area, including but not limited to the surface and ground of the driveway, removal of ice and snow from the parking area during inclement weather.

VII. Traffic and Vehicles

a. **Speed Limit**: The posted speed limit is 15 MPH throughout the community. Reckless driving is prohibited.

b. **Vehicles**: Each home space is permitted to have two (2) vehicles unless special provisions are made with Community Management to have an additional vehicle and permit sticker. If the resident wishes to have more than two (2) vehicles there is to be an additional monthly fee for each vehicle (See Fee Disclosure Sheet). The amount of vehicles may not exceed the amount of approved occupants for that particular manufactured home space; this only applies to residents requesting to have more than three (3) vehicles. Motorcycles are considered a motor vehicle.

c. **Parking Passes**: All residents will be required to register their vehicles and obtain a community parking pass permit sticker. The permit sticker needs to be placed on the inside of the front windshield in a place that is visible from the exterior. This sticker should remain on the vehicle at all times. If a new or additional vehicle is purchased the permit sticker should be transferred or added to the new vehicle. Please contact Community Management if you are in the need of a replacement or an additional sticker, no fee applies.

d. **Parking**: Parking of motor vehicles on the streets, on lawns or in the community entrance way or exit is not allowed; vehicles must at all times be parked in the parking spaces provided at each home space.

e. **Immobilized or Disabled Vehicles**: Parking of immobilized, disabled or unlicensed vehicles is prohibited. All vehicles in the community must have a current inspection sticker, registration sticker and license plate. The placing of a vehicle on jacks or blocks for performance of major repairs or draining of crankcases and radiators is not allowed. Body work is not allowed. Residents are responsible for the cleanup costs of all fuel, oil, and other liquids that leak from their vehicles.

f. **Towing**: Management reserves the right to tow from any location in the community any vehicles not in compliance with these Guidelines at the expense of the owner of the vehicle, this includes vehicles that do not have a community parking pass permit sticker.

g. **Non-Conventional & Recreational Vehicles:** Operation of non-conventional & recreational vehicles, such as gas mini bikes, four-wheelers, ATV's, dune buggies, snowmobiles, go-karts, boats, boat trailers, tent campers, trailer trailers, pick up camper bodies, utility trailers, jet skis and the like within the community are not allowed unless a permit sticker is obtained. Residents must fill out an application to apply for storage of a non-conventional & recreational vehicle. If in a rare case a permit sticker is given it needs to be displayed on the item at all times. Electric golf carts are allowed but the resident must register and obtain a permit sticker to be displayed on the golf cart at all times. A one-time fee is required each time a permit sticker is issued (See Fee Disclosure Sheet).

h. **Vehicle Operators**: No person will be allowed to operate a motor vehicle without a driver's license in the community.

i. **Tractors or Trailers**: Parking or storing of tractor trailers or heavy commercial vehicles or equipment is not allowed at any time within the community.

j. **Bicycle**: Bicycle riders within the community must obey posted traffic signs.

VIII. Pets

a. **Registration**: All new and existing pets must be registered. Prior to bringing a pet into the community, Lessee must obtain approval for and register pet with management. A photo of the animal must be included with the pet registration form. Any animal or pet not registered will not be allowed to remain in the community. Dogs must be licensed in accordance with all applicable local and state laws. Unregistered pets are not allowed in the community. Failure to register shall result in an initial fine for failure to register and an increased monthly pet fee until registration. A maximum of two (2) pets per household is allowed for new residents to the community. Current residents with greater than two (2) pets must not replace pet once pet has passed on if they would exceed two (2) pets by replacing recently passed on pet. Community Owner reserves the right to accept or reject any pet. Snakes, such as python snakes, boa constrictor or any constricting snake and venomous creature are not allowed. Breeds of dog that are not allowed shall include but are not limited to any Mastiff, Doberman Pinscher, German Shepherd, Great Dane, Husky, Pit Bull, Rottweiler, Saint Bernard, Chow, Akita, Presa Canarios, Wolf Hybrids, Alaskan Malamutes, or any mixed breed involving the aforementioned breeds.

b. **Leashes**: Pets must be kept on a leash held by a responsible individual when outside the home and must never be allowed to run at large. Under no circumstances may a pet be tied outside.

c. **Clean-up**: All animal waste (droppings) must be picked up whether on their lot or otherwise.

d. **Guidelines**: Noisy or unruly pets or those that cause complaints will not be allowed to remain in the community. Outside pet houses are not allowed. Feeding animals or leaving food or drink outside the home is strictly prohibited. Breach of the Guidelines of the community and subject to eviction. No pets of visitors or pet sitting is allowed.

e. **Service Animals**: Service animals must be registered with the Community Owners with documentation identifying them as service animals. A service animal is not considered a pet. Pet fish, hamsters, birds and the like shall not be included as pets for the purpose of this regulation.

IX. Community Amenities

a. The community and/or Management does not assume responsibility for any loss of life, personal injury or damage to property, or any other loss arising out of or from any occurrence in, upon or at community facilities or property. The resident shall be liable for all damages to property of the community caused by the resident, the resident's family or the resident's guest(s). Residents may use the community's facilities at their own risk and subject to opening and closing of such facilities as deemed appropriate by management.

X. Changes in Regulations

a. The owners and operators of the community may, in their sole discretion, modify, amend, or add to the Guidelines at any time to include changes of and/or the imposition of new fees, charges or assessments. Residents will be advised of changes in the Guidelines not less than thirty (30) days in advance by mailing and by postings. The Communities failure to enforce any rule shall not be deemed to be a waiver of the community's right to enforce a rule regardless of how long the violation has lasted or continues. When a home is put up for sale it must meet the standards set forth in the Communities Guidelines in effect at the time. Management does not want to evict anyone from the community, but any violation of these Guidelines may make an eviction necessary. Your suggestions and comments are always welcomed and encouraged. All complaints must be in writing and the community reserves the right to enter any lot at any time and for any purpose. Please help us to maintain a high standard of living for this is our constant mission. Any and all other matters or questions not specifically covered by the preceding Guidelines shall be determined by Community Owners whose determination shall be binding upon the resident.

Resident Initials __XX__ __XX__ __XX__

Exhibit “B”

Notice required by Pennsylvania Act 261 of 1976 (as amended by Act 80 of 2010)

The rules set forth below govern the terms of your lease or occupancy agreement with this manufactured home community. The law requires all of these rules to be fair and reasonable.

As a lessee, you may continue to stay in this community as long as you pay your rent and other reasonable fees, service charges and assessments hereinafter set forth and abide by the rules of the community. Entrance and exit fees may not be charged. Installation and removal fees may not be charged in excess of the actual cost to the manufactured home Community Owner or operator for providing such service for the installation or removal of a manufactured home in a manufactured home space.

As a lessee, you may be evicted for any of the following reasons:
(1) Nonpayment of rent.
(2) A second or subsequent violation of the rules of the manufactured home community occurring within a six-month period.
(3) If there is a change in use of the community land or parts thereof.
(4) Termination of the manufactured home community.
As a lessee, you shall only be evicted in accordance with the following procedure:

(1) A lessee shall not be evicted by any self-help measure.

(2) Prior to the commencement of any eviction proceeding, the manufactured home Community Owner shall notify the lessee in writing of the particular breach or violation of the lease or community rules by certified or registered mail.

(i) In the case of nonpayment of rent, the notice shall state that an eviction proceeding may be commenced if the manufactured home lessee does not pay the overdue rent within 20 days from the date of service if the notice is given on or after April 1 and before September 1, and 30 days if given on or after September 1 and before April 1 or an additional nonpayment of rent occurring within six months of the giving of the notice may result in immediate eviction proceedings.

(ii) In the case of a breach of the lease or violation of the community rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless the lessee has been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months, the manufactured home Community Owner may commence eviction proceedings at any time within 60 days of the last violation or breach.

As a lessee, you shall not be evicted when there is proof that the rules you as the lessee are accused of violating are not enforced with respect to the other manufactured home residents or nonresidents on the community premises.

In addition, no eviction proceeding for nonpayment of rent may be commenced against you as the lessee until you have received notice by certified or registered mail of the nonpayment and have been given to pay the overdue rent 20 days from the date of service if the notice is given on or after April 1 and before September 1, and 30 days if given on or after September 1 and before April 1. However, only one notice of overdue rent is required to be sent to you as the lessee during any six-month period. If a second or additional violation occurs within six months from the date of the first notice then eviction proceedings may be immediately started against you.

You are entitled to purchase goods or services from a seller of your choice and the Community Owners shall not restrict your right to do so.

If you desire to sell your manufactured home, the manufactured home Community Owner may not prevent the sale and may not claim any fee in connection therewith, unless there exists a separate written fee agreement. However, the manufactured home Community Owner may reserve the right to approve the purchaser as a resident in the manufactured home community.

Enforcement of the Manufactured Home Community Rights Act is by the Attorney General of the Commonwealth of Pennsylvania or the District Attorney of the county in which the manufactured home community is located. As a lessee, you may also bring a private cause of action. If your rights are violated you may contact the State Bureau of Consumer Protection or your local District Attorney."

EXHIBIT "C"
No. 1996-74

AN ACT

Amending the act of April 6, 1951 (P. L. 69, No. 20), entitled "An act relating to the rights, obligations and liabilities of landlord and tenant and of parties dealing with them and amending, revising, changing and consolidating the law relating thereto, regulating mobile home space recovery; and providing for recovery of mobile home space.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Section 102 of the act of April 6, 1951 (P.L. 69, No. 20), known as The Landlord and Tenant Act of 1951, amended December 18, 1984 (P.L. 1003, No. 203) and July 6, 1995 (P.L. 261, No. 36), is amended to read:

Section 102. Definitions. – As used in this act –

(1) "Person" shall include natural persons, copartnerships, associations, private and public corporations, authorities, fiduciaries, the United States and any other country and their respective governmental agencies, the Commonwealth of Pennsylvania and any other state and their respective political subdivisions and agencies.

(2) "Justice of the peace" shall include justices of the peace, district justices, aldermen, magistrates or any other court having jurisdiction over landlord and tenant matters, excluding a court of common pleas.

(3) "Real property" shall include messages, lands, tenements, real estate, buildings, parts thereof or any estate or interest therein, and shall include any personal property on real property which is demised with the real property.

(4) "Personal property" shall include goods and chattels, including fixtures and buildings erected by the tenant and which he has the right to remove, agricultural crops, whether harvested or growing, and livestock and poultry.

(5) "Tenants' organization or association" shall mean a group of tenants organized for any purpose directly related to their rights or duties as tenants.

"Abandoned mobile home" means the vacating of a mobile home by a resident without notice to the community, together with the nonpayment of required rent, fees, service charges and assessments and one or more of the following:

(1) The removal of most or all personal property from the mobile home.
(2) Failure to use, maintain or return to the mobile home.
(3) Cancellation of insurance covering the mobile home.
(4) Termination of utility services to the mobile home.

"Justice of the peace" means district justices, aldermen, magistrates or any other court having jurisdiction over landlord and tenant matters, excluding a court of common pleas.

"Mobile home park" means any site, lot, field or tract of land, privately or publicly owned or operated, upon which three or more mobile homes occupied for dwelling or sleeping purposes are or are intended to be located, regardless of whether or not a charge is made for such accommodation.

"Mobile home resident" or "resident" means an owner of a mobile home who leases or rents space in a mobile home park. The term does not include a person who rents or leases a mobile home.

"Mobile home space" means a plot of ground within a mobile home park designed for the accommodation of one mobile home.

"Person" means natural persons, copartnerships, associations, private and public corporations, authorities, fiduciaries, the United States and any other country and their respective governmental agencies, this Commonwealth and any other state and their respective political subdivisions and agencies.

"Personal property" means goods and chattels, including fixtures and buildings erected by the tenant and which he has the right to remove, agricultural corps, whether harvested or growing, and livestock and poultry.

"Real property" means messages, lands, tenements, real estate, buildings, parts thereof or any estate or interest therein and shall include any personal property on real property which is demised with the real property.

"Tenants' organization or association" means a group of tenants organized for any purpose directly related to their rights or duties as tenants.

Section 2. Section 501 of the act, amended July 6, 1995 (P.L. 261, No. 36), is amended to read:

Section 501. Notice to quit – (a) A landlord desirous of repossessing real property from a tenant *except real property which is a mobile home space as defined in the act of November 24, 1976 (P.L. 1176, No. 261), known as the "Mobile Home Park Rights Act,"* may notify, in writing, the tenant to remove from the same at the expiration of the time specified in notice under the following circumstances, namely, (1) Upon the termination of a term of the tenant, (2) or upon forfeiture of the lease for breach of its conditions, (3) or upon the failure of the tenant, upon demand, to satisfy any rent reserved and due.

(b) Except as provided for in subsection (c), in case of the expiration of a term or of a forfeiture for breach of the conditions of the lease where the lease is for any term of one year or less or for an indeterminate time, the notice shall specify that the tenant shall remove within fifteen days from the date of service thereof, and when the lease is for more than one year, then within thirty days from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice shall specify that the tenant shall remove within ten days from the date of the service thereof.

(c) In case of the expiration of a term or of a forfeiture for breach of the conditions of the lease involving a tenant of a mobile home park as defined in the [act of November 24, 1976 (P.L. 1176, No. 261), known as the] "Mobile Home Park Rights Act," where the lease is for any term of less than one year or for an indeterminate time, the notice shall specify that the tenant shall remove within thirty days from the date of service thereof, and when the lease is for one year or more, then within three months from the date of service thereof. In case of failure of the tenant, upon demand, to satisfy any rent reserved and due, the notice, if given on or after April first and before September first, shall specify that the tenant shall remove within fifteen days from the date of the service thereof, and if given on or after September first and before April first, then within thirty days from the date of the service thereof.

(c.1) The owner of a mobile home park shall not be entitled to recovery of the mobile home space upon the termination of a lease with a resident regardless of the term of the lease if the resident:

(1) is complying with the rules of the mobile home park; and

(2) is paying the rent due; and

(3) desires to continue living in the mobile home park.

(c.2) The only basis for the recovery of a mobile home space by an owner of a mobile home park shall be:

(1) When a resident is legally evicted as provided under section 3 of the "Mobile Home Park Rights Act."
(2) When the owner and resident mutually agree in writing to the termination of a lease.
(3) At the expiration of a lease, if the resident determines that he no longer desires to reside in the park and so notifies the owner in writing.

(d) In case of termination due to the provisions of section 505-A, the notice shall specify that the tenant shall remove within ten days from the date of service thereof.

(e) The notice above provided for may be for a lesser time or may be waived by the tenant if the lease so provides.

(f) The notice provided for in this section may be served personally on the tenant, or by leaving the same at the principal building upon the premises, or by posting the same conspicuously on the leased premises.

Section 3. The act is amended by adding a section to read:

Section 505. Abandoned Mobile Homes.

(a) If a mobile home is abandoned by its resident for a period of thirty days or more, the owner of the mobile home park or other person or persons responsible for operation of the park may:

(1) Enter the mobile home and secure any appliances, furnishings, materials, supplies or other personal property therein and disconnect the mobile home from any utilities.

(2) Move the mobile home to a storage area within the mobile home park or to another location deemed necessary and proper without the requirement of obtaining a removal permit from the local taxing authority which would otherwise be required under section 407(e) of the act of May 22, 1993 (P.L. 853, No. 155), known as "The General County Assessment Law," or section 617.1 of the act of May 21, 1943 (P.L. 571, No. 254), known as "The Fourth to Eighth Class County Assessment Law." The mobile home shall continue to be subject to the lien for taxes assessed against it, but the real estate on which the home was and is located shall not be encumbered by the lien. The former mobile home residents shall be notified by mail and by posting on the home and at any other known address, or by any other means by which notice may be achieved, that the mobile home has been moved and of the new location of the mobile home.

(3) Assess removal charges and storage charges against the former mobile home residents.

(b) A person or persons acting as authorized under subsection (a) are not responsible for any loss or damage to a home or its contents or for any taxes, fees, assessments or other charges of any kind relating to the abandoned mobile home unless it is proven that the home removed was not an abandoned home, in which case the community owner and his agent shall be liable for the loss incurred by the homeowner.

Section 4. This act shall take effect in 60 days.

APPROVED – The 2nd day of July, A.D. 1996. Thomas J. Ridge

REGULATIONS FOR PETS

CONDITIONAL AUTHORIZATION FOR PET, RESIDENT IS HEREBY AUTHORIZED, *ONLY WITH APPROVAL SIGNATURE OF COMMUNITY OWNER OR MANAGEMENT,* TO KEEP A DOG OR CAT WHICH IS DESCRIBED BELOW. AUTHORIZATION MAY BE TERMINATED IF RESIDENT'S RIGHT OF OCCUPANCY IS LAWFULLY TERMINATED OR IF THE PET RULES LISTED BELOW ARE VIOLATED IN ANY WAY BY THE RESIDENT, RESIDENTS' FAMILY MEMBER, OR GUEST. **APPROVAL MUST BE OBTAINED PRIOR TO ENTRY INTO THE COMMUNITY.**

1. Each pet must be registered with the community as prescribed by the Pet Application/Authorization along with necessary documentation; photo, size, weight, height, color, description, proof of last shots/immunizations as required. (i.e. rabies).
2. Pets must have and wear a current license & tag.
3. TWO (2) PETS ARE ALLOWED. Resident may have 2 cats or 1 dog and 1 cat. No more than two (2) total pets
4. NO visiting (visitors') pets are allowed.
5. Each tenant is responsible for cleaning up any droppings or waste left by the pet. This must be done immediately following the pet's excretion of droppings.
6. Pets are NOT permitted to run free in the community. They must be attached to a hand-leash and controlled/restrained at all times by a responsible adult or individual. Pets must be accompanied by their respective, responsible party whenever outside of the home. Watching out your window while the pet is outside is not acceptable. No electric dog fences. Any pet left running loose within the community will result in removal of the pet from the community by the Humane Society and you will no longer be permitted to keep a pet.
7. Pets are **NOT** to be tied or caged outside. Outside pet houses or cages are NOT permitted.
8. Excessive barking inside or outside of your home that will cause a disturbance or nuisance within the community will not be tolerated.
9. No breeds or types of dogs or animals are permitted which display a propensity to attack human beings or other animals without provocation and no dog which has been determined to be a "dangerous dog" shall be permitted in the community for any purpose or at any time whatsoever, as any such animal or pet shall be considered an "aggressive" animal for these purposes and shall not be permitted in the community.
10. No dogs over 40lbs when fully grown are allowed.
11. Placing food outside for pets or stray animals and or allowing animals to enter your home and out buildings through open windows, doors or holes in the wall is a violation and could result in eviction or revocation of your right to have a pet(s) in the community.
12. Exotic animals, farm-type animals and wild animals (animals that belong in the wild) are not permitted.

Type of Pet: _____ Last Rabies Shot: _____

Breed: _____ Color: _____ Weight: _____ Height: _____

Expected weight when full grown: _____ Photo Attached: _____

All of the above information is true and correct to the best of my knowledge.

PRINTED NAME OF RESIDENT: _____

SIGNATURE OF RESIDENT: _____ DATE: _____

SIGNATURE OF COMMUNITY OWNER OR MANAGEMENT: _____

BIRCHWOOD

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge receipt of a copy of the Community Guidelines (Disclosure of Fees, Lease, Guidelines, Act 261 Important Notice Required by Law and Regulations for Pets).

_____	_____	_____	_____
Signature	Print Name	Date	Time
_____	_____	_____	_____
Signature	Print Name	Date	Time
_____	_____	_____	_____
Signature	Print Name	Date	Time

ATTACHMENT INFORMATION SHEET