



Lovett's
Manufactured Home Park

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RULES & REGULATIONS

August 1, 2022

We believe that to protect the rights, privileges, comfort, health, and happiness of all Lessee(s) residing in Lovett's Manufactured Home Park it is necessary to have Rules & Regulations governing community life together. The goal is to promote neighborliness and congeniality to make the park a place where people will be proud to live amid pleasant and attractive surroundings. The following Rules & Regulations will go into full force and effect on August 1, 2022.

Lovett's Manufactured Home Park Rules & Regulations contain NO Grandfather Clauses. ALL RULES apply to ALL RESIDENTS.

TERMS & DEFINITIONS

Owners/Lessor: Dennis and Laura Baker d/b/a Lovett's Manufactured Home Park.

Manager/Agent: Individual contracted by the Owners / Lessor to act on their behalf "as Lessor" with the operations of Lovett's Manufactured Home Park.

Lessor: This term refers to the Lessor/property owner/Lessor.

Lessee: Individual or individuals listed on the application paperwork, or any approved updates of the same, to reside in the home that may or may not sign the Lease Agreement but are listed as an occupant.

Lovett's MHP: Lovett's Manufactured Home Park.

Lease: Agreement signed between Lovett's Manufactured Home Park and Lessee.

Lot: Parcel of land being leased by Lessee from Lovett's MHP.

Community: Lovett's Manufactured Home Park.

Common areas: The mailbox area, bus stop area, roadways, and playground of Lovett's Manufactured Home Park. These areas are available to all residents.

Private areas: The woods, walking trails, and beaver dam at Lovett's Manufactured Home Park (all areas other than common areas.) These areas are available to residents of Lovett's MHP by permission ONLY, and only after signing a waiver.

Charges: This term may be used to refer to any Fines or Fees that may be assessed on the Lessee's account due to any infraction of the rules and regulations in this publication or the individual Lease Agreement. All charges/fines/fees assessed to a Lessee's account are considered rent and collectable as such.

Rules & Regulations: A published document established for Lovett's MHP to confirm and institute the conduct of the Lessee(s) of the community and Lessor.

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Section I - RENTING AT Lovett's MHP

Section 1, Item 1: The lot rent is established in each Lessee's individual lease agreement and is due on the **FIRST** of each month, with a four-day grace period. You must pay "PRIOR TO" the 5th of each month to receive the early payment discount. A complete breakdown of all charges may be found in the lessee's individual lease agreement.

Section 1, Item 2: Lots are rented to members of one (1) family only. Only members of a single family of direct relationship shall occupy a manufactured home only unless Lovett's MHP grants written permission otherwise. (Maximum of two (2) persons per bedroom permitted.)

Section 1, Item 3: Lovett's MHP does not have to ask (make demand upon) Lessee to pay the rent or any other monies due from Lessee. Lessee may at any time request and itemized statement from Lovett's MHP.

Section 1, Item 4: Lessee agrees to pay all monies due to Lovett's MHP by first class mail, postage prepaid, or hand delivered to a box located on Dillon Drive, or any other location specified by Lovett's MHP. They must be received prior to the fifth of the month, early mailing may be necessary. The date of mailing does not constitute the date of receipt for Lovett's MHP.

ALL time or date sensitive correspondence should be mailed to the address on the front of this book – not put in the rent box.

Section 1, Item 5: All Lessees are required to complete paperwork requested by the Lovett's MHP. This will include application forms, updates on residents, autos, pets, etc. In addition, Lessee is required to sign for the Rules & Regulations to include any updates or revisions of the same, and the individual Lease Agreement within five days of a request to do.

Section 1, Item 6: Any prospective Lessee must meet with Lovett's MHP and complete an application for residency and pay the necessary application fees. Application fees: Each individual over the age of 18 shall pay \$20.00, due at the time the application is submitted. Upon completion of the review process the prospective Lessee will be contacted by Lovett's MHP with the decision on their application, to be completed in a timely manner. (Fees are based on adults to be living in the residence.)

In addition, if a current Lessee wishes to add an individual to the occupancy listing (which will be anyone residing at the property for more than 10 days or anyone visiting on a regular or frequent basis) an application must be completed fulfilling the same requirements and submitted to Lovett's MHP. If it is determined by Lovett's MHP that a tenant has moved an additional person into their home without submitting the proper paperwork – a fine will be issued. (Lovett's MHP has established a reasonable fee in an amount listed in Section 9 of this publication.)

Section 1, Item 7: A formal Lease Agreement must be signed prior to moving any home into Lovett's MHP or taking up residence in an existing home located in Lovett's MHP. If a Lessee intends on moving an approved home into Lovett's MHP they must obtain the necessary permits required by Washington Township prior to any such move.

Section 1, Item 8: Any payments received will be applied to the oldest balance first. This means **you must have a zero balance to receive the early payment discount.**

Section 1, Item 9: An early pay discount will be awarded to Lessee if payment is received **“PRIOR TO”** the 5th of each month and they have a zero balance on account. The early pay discount amount, if any, shall be listed in the Lessee’s individual Lease Agreement.

Section 1, Item 10: If a check is returned from the bank due to insufficient funds a returned check fee of \$50.00 will be assessed on the Lessee’s account. This fee shall be treated as rent and collectable as such.

Section 1, Item 11: Lovett’s MHP has the right to establish a “MONEY ORDER ONLY” payment due to previous infractions of Section 1, Item 10.

Section 1, Item 12: If an official notice (certified mailing) must be forwarded to a Lessee, as required by Act 261 of 1976 as amended by Act 80 of 2010, there will be a **\$25.00** fee assessed on Lessee’s account to be treated as rent and collectable as such. (An official notice may include violations, evictions, mandatory notifications and similar letters.)

Section 1, Item 13: If legal action is pursued against Lessee for any failures with regard to the community Rules & Regulations or the Lessee’s individual Lease Agreement, court costs, attorney fees, reasonable fees for Lovett’s MHP or Lessor’s time in preparation for any action, late fees and interest incurred will be assessed on the Lessee’s account to be treated as rent and collectable as such. (Lovett’s MHP has established a reasonable fee in an amount listed in Section 9 of this publication.)

Section 1, Item 14: Should a collection agency be contracted by Lovett’s MHP to collect an outstanding balance on a Lessee, said Lessee will be responsible for all fees and expenses incurred for said service. This amount shall be added to the outstanding amount and collectable as monies owed to Lovett’s MHP. Proof of said fees shall be disclosed by the collection agency.

Section 1, Item 15: Lovett’s MHP will not hold checks.

Section 1, Item 16: Each Lessee is required to maintain a security deposit with Lovett’s MHP equal to the rental amount of their lot or as stated in their individual Lease Agreement. Deposits will be held for the duration of occupancy. The balance of deposits will be returned as soon as verification is received by the office that all bills and taxes have been paid and the lot inspected.

Security deposits will be refunded only after all conditions have been satisfied and your home has been removed from the park or has been sold (see Section 7 regarding the sale of a home). If the home is removed from the park, the lot must be left neat and clean and all utility hookups in good repair. Lovett’s MHP may seek additional monies from the Lessee(s) if the funds of record are insufficient to clear the property.

- SECURITY DEPOSITS WILL NOT BE USED AS THE LAST MONTHS RENT.

Section 1, Item 17: Additional fees and fines are listed in the Rules & Regulations for infractions by Lessee in Section 9 of this publication. Please read all the Rules & Regulations completely and your Lease Agreement. They are binding documents regarding Lessor and Lessee responsibilities to one another.

Section 1, Item 18: Infractions of the Rules & Regulations will be provided to the Lessee by service to the home (posting on the home,) via regular, certified mail, or constable delivery -- with all violations listed and dated.

Section 1, Item 19: *Inflation clause:* Any fees, taxes, or other charges enacted, assessed, or increased by any agency, business or utility that do not exist at the signing of this lease shall be passed on to the tenant as additional rent and due on demand.

Section 1, Item 20: **Two infractions of the Rules & Regulations or the Lessee's current Lease Agreement within a six-month period is cause for eviction pursuant to the Manufactured Home Park Act 261 of 176 as amended by Act 80 of 2010, which is included in this handbook.**

Section 1, Item 21: To be eligible for LOT RENT LOTTO, Lessee must have paid his/her lot rent before the 5th and NOT been in violation of any of the rules and regulations -- for the previous six consecutive months.

Section 2 ~ MANUFACTURED HOMES

Section 2, Item 1: Manufactured homes accepted into Lovett's MHP must be in good condition and meet certain standards to be approved by Lovett's MHP prior to taking up residency in the park. Thereafter, an annual inspection will be conducted prior to lease renewal.

A minimum roof standard of a shingled or self-supported, properly installed roof-over system is required.

Section 2, Item 2: Lovett's MHP allows for only electric and natural gas heating sources in the park. No oil, wood, or pellet stoves are authorized.

Section 2, Item 3: Axles, tires, and tongue, if removed, must be stored under the home (but NOT in the way of the water/sewer connections) or removed from the premises.

Section 2, Item 4: Homes must have skirting completed within 30 days of arrival in Lovett's MHP. Skirting must be properly installed and maintained on all homes in the park. Skirting must be vinyl on all new homes or skirting is being replaced on existing homes during tenancy. Other materials used on existing homes must be approved in writing by Lovett's MHP. Skirting must be plumb, straight, and free of cracks and maintained on an ongoing basis.

ALL homes are required to install and maintain an access panel(s) (factory made or constructed of pressure treated lumber – minimum size of 2ft x 2ft) and within 2 feet of water & sewer connections. For emergency purposes – it can **NOT** be locked or screwed shut.

Section 2, Item 5: Lessee's home must be properly insulated underneath and with underpinning properly installed and maintained -- Free of holes and with no exposed insulation.

Section 2, Item 6: ALL HOMES MUST HAVE STAIRS WITH RAILINGS AT ALL DOORS. Entry stairs must be factory made or constructed of pressure treated lumber. NO other materials will be authorized for any entrance. Non-conforming stairs shall be considered a violation and must be removed from the home within 20 days of the notice being served on Lessee by regular mail, certified mail, posting on home or personal service.

Section 2, Item 7: Deck and entry enclosure requests must be submitted to Lovett's MHP in writing. Upon review, notification of approval or denial will be provided to the Lessee within ten business days of the request. (This notice may be hand delivered, posted on the home, mailed via regular mail or by certified mail)

Section 2, Item 8: Water lines entering the home must be properly wrapped with heat tape and insulated to prevent freezing. Lessee is responsible for the waterline from the frost line underground up into the home. This includes all lines, valves, and connections down to the ground and into the sleeve. *Lovett's MHP may request an inspection be performed on the home to ensure compliance with the requirement.* Water faucets are not to be left running for any reason and leaking fixtures or fittings are to be repaired immediately.

IF A LEAK IS FOUND IN YOUR HOME, YOUR WATER WILL BE SHUT OFF UNTIL THAT LEAK IS REPAIRED, and THAT REPAIR THEN VERIFIED BY Lovett's MHP.

Section 2, Item 9: Lessee(s) will be charged for lost water should a water line break or a leak is found in the home. This fee will be based on the current water delivery prices plus an hourly rate to Lovett's MHP for finding the leak. This fee shall be treated as rent and collectable as such. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.) *If it is a fixture leak that is discharging into the sewer line, lessee(s) will also be charged and "increased sewer fine."

Section 2, Item 10: Lessee is responsible for the sewer lines entering their home. Connections must be tight. If there is any evidence of water or sewer discharging on the ground – **YOUR WATER WILL BE SHUT OFF UNTIL YOUR REPAIR HAS BEEN MADE and THAT REPAIR, THEN VERIFIED BY Lovett's MHP.**

In the case of sewage back-up until such time as it may be determined the cause of said back-up. The cost of opening any manufactured home sewer pipe, where clogging can be reasonably traced to the carelessness of the tenants, will be charged to the Lessee.

Items such as, (but not limited to,) popsicle sticks, diapers, sanitary napkins, swabs, tissues, grease, coffee grounds, cigarette butts and filters, and human or animal hair -- are just some of the articles which cause clogging of the pipes and do not digest in the sewer plant. The types of items listed belong in the trash, **not the toilet or down the sink**. Garbage disposals (sink units) are not permitted under any condition.

At no time may Lessee withhold monies due to Lovett's MHP for any issue that may arise. Lessee will contact Lessor immediately with any issues or concerns with the sewer system.

Section 2, Item 11: All homes must be kept in good repair. This includes replacement of broken doors and windows, exterior painting of the home, decks, enclosures, steps, sheds, roof, and skirting.

Section 2, Item 12: Lessees shall pay all county, municipal, and school taxes assessed and levied against his/her home and personal property and shall provide proof of payment to Lovett's MHP. Failure to pay such taxes, when due, will constitute a violation of the Rules & Regulations, and the home will no longer be allowed to remain in the park.

Section 2, Item 13: Lessee must show proof that all township, county, and school taxes levied against the manufactured home have been paid. Proofs of payment of the previous year's taxes are due by January 15th of each year. Lovett's MHP shall fine Lessee for each year that is delinquent. This fee shall be treated as rent and collectable as such. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 2, Item 14: Reserved

Section 2, Item 15: Lovett's MHP agrees to have insurance on the land where the leased property is located. Lessee's own property is not insured by Lovett's MHP insurance. Lessee is responsible for their own property located on the leased parcel. **Lessee is responsible for maintaining casualty and liability insurance with a minimum of \$300,000 coverage** on their manufactured home and personal property. Lessee is required to provide **proof** of such coverage to the Lovett's MHP each year. If the Lessee does not provide proof of current insurance as stated above, it will be grounds for eviction and acted upon as such.

Section 2, Item 16: Subletting of a home is permitted only with the written permission by Lovett's MHP and its approval of the new tenants. The new tenant may not move in until an application is approved by the park owners. The owner of the manufactured home shall be responsible for any lot rent and assessed fees not paid by the new tenant. The Rules & Regulations expressed herein are cumulative and the failure to enforce any such-rule against a tenant at any time shall not constitute a waiver thereof.

Section 3 ~ MANUFACTURED HOME LOTS

Section 3, Item 1: Manufactured homes must be parked in a uniform manner. It is the Lessees responsibility to make all utility connections. Lessees must keep in good order and repair all utility connections including sewer, water, heating, and electric. They are also responsible for maintaining the same during the term of their Lease Agreement.

Section 3, Item 2: Lessee is expected to maintain their individual lot. **Lawns should be mowed as needed.** It is the responsibility of the Lessee to mow the area in front of the home and no more than two mower widths (approximately 5 feet) along the back side of the home that is adjacent to the next home. It is also the Lessees responsibility to trim all grass around the perimeter of the home.

Any lawn care equipment shall be stored in a shed not in the yard. If written notice is given to a lessee that their lawn needs attended to and is not addressed within two days, a fine shall be assessed on Lessee's account or Lovett's MHP may mow the lawn and charge the Lessee per occurrence. This fine shall be treated as rent and collectible as such.

Section 3, Item 3: Lessee is expected to maintain a clutter-free porch and yard. Porches are not meant for storage, but for leisure. **Your clutter must all fit inside your shed.** No clutter may be under the home between the access panel and the utility shut offs. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 3, Item 4: Lovett's MHP is responsible for the snow removal from the main drives of Lovett's MHP. We plow when the snow level reaches 4 – 6 inches.

Lessee is responsible for removing snow from their designated parking areas. When doing so, be sure NOT to encroach in any way on the neighboring homes, or road right-of-way. (From the tree on one side of the road to the tree on the opposite side of the road is the basic right-of-way.) Lessee will be held responsible for any damage caused by such an action.

Section 3, Item 5: Lessee may NOT place a shed or structure on their lot without prior approval, in writing, from Lovett's MHP. Sheds will be kept in good repair or must be removed from the park. If a formal notice of removal is provided to the Lessee, (to include the removal by date,) Lovett's MHP will assess a fine for non-compliance with the directive. Any shed over 100 square feet will be assessed on the Lessee's property taxes pursuant to state, county, and local guidelines. Lovett's MHP shall not approve more than one shed per lot in the community. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 3, Item 6: At the discretion of the park owners, any structure in such disrepair as to become a hazard or an eyesore will be asked to be removed or replaced.

Section 3, Item 7: Plantings: annuals and perennials may be planted at the discretion of the tenant. Hardy plants, shrubs and trees may be planted by permission only. They may not be removed but become property of the park.

Section 3, Item 8: Gardens are permitted but must be kept weed free. Sprinkling/watering of a garden is ONLY permitted from your private rain barrel, which must be kept "mosquito free" – by using one of the many such products available on the market for that purpose.

Section 3, Item 9: Erection of TV antennas, driving of stakes and digging of holes in the ground must be approved by Lovett's MHP prior to doing so. This is to protect expensive underground installations. Any damage to such installations will be the Lessee's responsibility.

Section 3, Item 10: Construction of any type of building, awning, storage shed, steps, decking or masonry work must be approved by Lovett's MHP, and proper building permits obtained.

Section 3, Item 11: At no time are Lessees authorized to wash cars, water lawns and/or wash the siding of their homes in the park.

Section 3, Item 12: Lessee shall have five feet of access along the rear side of their home to place stairs, check skirting, wash windows, paint, check utilities, etc. Access, however, does not mean ownership. Lessee is asked to be considerate of their neighbor's right to privacy and to limit the use of this space to "*Necessity use only*".

Section 3, Item 13: Lessees shall be considerate of one another and not place barbeques, picnic tables, vehicles, or other items near any neighbor's home.

Section 3, Item 14: Decorative fence design plans must be submitted in writing to Lovett's MHP for review prior to commencement of work. Written notice will be provided to Lessee either authorizing or denying any fencing request. Fencing shall not be placed to enclose the property. If Lovett's MHP finds that the approved fencing is being utilized to allow free roaming of any pet in the yard the Lessor has the right to notify Lessee to remove all fencing within ten (10) days.

Section 3, Item 15: If any Lessee wishes to erect a pool, of any size, a written request must be submitted to Lovett's MHP prior to assembly. Lovett's MHP will then decide on approval or denial, in writing, to the Lessee in a timely manner. Lessee is not authorized to use the park water system to fill or refill any pool; **proof of purchase of water from another source must be submitted to Lovett's MHP as well as proof that it is covered under Lessee's homeowner's liability insurance.**

If a Lessee does not adhere to this rule a fine will be assessed until corrective action is completed (this may include removal of any pool from the park). This fine shall be treated as rent and collectable as such. Pools must always meet County and Township guidelines and be maintained.

Lessee must obtain a permit from Washington Township for the erection of any pool, a copy of the same shall be provided to Lovett's MHP prior to the pool being placed on property. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Trampolines: **Proof that it is covered under Lessee's homeowner's liability insurance must be provided to Lovett's MHP** prior to the erection of a trampoline on Lessee's lot. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 3, Item 16: Fire pits are permitted on individual lots with permission, but ONLY purchased, elevated, screened fire pits will be approved and must be a safe distance from any structure AND may not exceed 36" in diameter. They must be neat and aesthetically pleasing. If notice is given to Lessee to remove a fire pit due to non-compliance, they will have 10 days to complete the action or a fine will be assessed on their account daily until the corrective action is complete. This fine shall be treated as rent and collectable as such. **Burning is limited to: Charcoal and wood. No trash. No Bonfires.** (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 3, Item 17: Trash pick-up is currently EARLY on Tuesday mornings. The refuse container should NOT be placed curbside prior to Monday evening and must be removed by Tuesday evening.

Refuse containers should always be placed behind the front line of the home other than designated pick-up times. (Note: If the receptacle can be seen from Leacock Road, move it back.)

No loose items shall be placed into the refuse container. **ALL ITEMS MUST BE PROPERLY BAGGED.** You are responsible for picking up any loose items on the ground after pick-up – even an item as small as a gum wrapper or swabs.

Large item collection: One large item/ per house/ per month. You may politely call ahead to schedule your pick-up at (814)455-5119. Pro Waste Services has the right to refuse any item and will give you info on how to properly dispose of that item.

A fine will be assessed each day to Lessee's account should the container be found curbside on other than authorized times stated above, or trash is found on your lot. This fine shall be treated as rent and collectable as such. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 4 ~ CHILDREN

Section 4, Item 1: Parents are responsible for the actions and behavior of their children and any guests of their children. Should children, or their guests, cause any damage to unauthorized lots or in park playgrounds the **parents will be held financially responsible.** Children are not authorized to play in areas other than the designated play areas. Lovett's MHP will not be responsible for injuries sustained by children playing without proper adult supervision or in unauthorized areas.

Section 4, Item 2: If complaints are received on a child or children, a written notice will be posted on the home, hand delivered, forwarded via regular or certified mail. **Violations by any child will be reflected in the individual's tenancy with Lovett's MHP and may lead to eviction for continued or reoccurring issues.**

Section 4, Item 3: Children are to play on their own lot, the playground or on a lot which permission is specifically granted by the Lessee. Children (and/or adults) should **not** cut across other lots or climb trees on Lovett's MHP property.

Section 4, Item 4: Bicycles should be ridden with caution and on the correct side of the roadway. We strongly recommend that children not be permitted on Leacock Road, either playing or biking.

Section 4, Item 5: Parents and children waiting for the school bus should not disturb any other Lessee. Wait beside the "Bus Stop" where the driver can see you.

Section 5 ~ PETS

Section 5, Item 1: We realize that in many cases animal pets constitute a vital part of a person's life and we do not wish to minimize their importance. However, you are expected to be a responsible pet owner. We therefore submit the following conditions under which ONE approved pet per household may be kept. (See Section 9, Item 16)

Lovett's MHP may refuse permission to keep a pet at any time.

Once you have violated the pet rules -- and been forced to remove your pet, YOU HAVE THEREBY LOST YOUR PET PRIVILEGES IN Lovett's MHP. You (or anyone in your home) will NOT be permitted to get a new pet in this park.

Section 5, Item 2: The pet must be registered with the park and a current photo on file. This information should be maintained on the Lessee's individual registration record.

(Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 5, Item 3: **Lot must always be kept neat and clean --** all pet waste must be cleaned DAILY from your lot.

The pet must always be controlled and not allowed to wander beyond the bounds of your own lot. If you take your pet for a walk, please take a scoop with you, as doing their business on any property other than the lot you have leased, will not be permitted. When they poop, you must scoop! (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 5, Item 4: If a pet becomes obnoxious or a nuisance to others it will be removed from the park: i.e., noisy, odorous, or unruly behavior in the opinion of Lessor. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 5, Item 5: Lessee must provide Lovett's MHP proof of spay/ neuter for each pet. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 5, Item 6: All Lessees are required to provide proof of the required license and shots for their pet. (Lovett's MHP has established a reasonable charge/fine/fee for the Lessor in an amount listed in Section 9 of this publication.)

Section 5, Item 7: All pets must have collars with identification to include tenant's name and phone number.

If a stray animal is found without owner supervision and has no id tags, it shall be permanently removed from the park.

Section 5, Item 8: No dog houses are permitted. All animals must be housed indoors.

YOUR GUESTS ARE NOT PERMITTED TO BRING PETS OF ANY KIND INTO THE PARK.

Section 6 ~ VEHICLES

Section 6, Item 1: All vehicles must be owned by a Lessee and registered with Lovett's MHP. If a vehicle is not registered with the park a fine per month will be assessed on the Lessee's account to be treated as rent and collectable as such. If Lessee does not register a vehicle within 60 days

Lovett's MHP may have the vehicle towed at owner's expense. (Lovett's MHP has established a reasonable charge/fine/fee for the Lesser in an amount listed in Section 9 of this publication.)

Section 6, Item 2: The speed limit in Lovett's Manufactured Home Park is 5 MPH on all park drives. Violations will be assessed with a posted notice on Lessee's home, hand delivered or sent via regular or certified mail. **Lessees may be served for violations by guests.**

Section 6, Item 3: No more than four (4) vehicles are permitted per manufactured home lot. Parking is authorized only in the designated parking area of each lot.

Section 6, Item 4: Vehicles are to be parked in the driveway not on the main roadway.

Section 6, Item 5: Visitors are to park so as not to block the main roadway. No driving or parking on the lawns is permitted. Overflow parking is available.

Section 6, Item 6: Any vehicle that does not have a current registration, and/or inspection is NOT permitted in the park. A fine per month will be assessed on the Lessee's account, for each infraction, until such time as the vehicle is removed from the park or it is properly inspected, registered, and licensed. Notification to Lovett's MHP when a vehicle is brought current is the responsibility of the Lessee. This fine shall be treated as rent and collectable as such. We reserve the right to have the vehicle removed from Lovett's MHP at the owner's expense. (Lovett's MHP has established a reasonable charge/fine/fee for the Lesser in an amount listed in Section 9 of this publication.)

Section 6, Item 7: No extensive vehicle repairs are permitted in the park.

Section 6, Item 8: No ATVs, go-carts, snowmobiles, or like vehicles are permitted in the park.

Section 7 ~ MANUFACTURED HOME SALES

Section 7, Item 1: Lovett's MHP does not deny anyone the right to sell their manufactured home. We do, however, reserve the right to have the home removed from the park, at the homeowner's expense, if it is in poor condition or violates any Rules & Regulations set forth in this document.

The home's condition will be verified by a walk-thru inspection by the Lesser prior to the sale.

Section 7, Item 2: Any owner of a manufactured home intending to offer their unit for sale must:

- a) Notify Lovett's MHP of their intent prior to listing the home for sale.
- b) Provide the prospective buyer with the proper information as required by Act 261 of 1976 as amended by Act 80 of 2010.
- c) Advise prospective buyers they must complete an application for tenancy with Lovett's MHP as stated in Section 1, Item 6.

- d) Current Lessee must complete a signed and dated Lovett's MHP disclosure document with any potential buyer.
- e) Lovett's MHP will notify Lessee and prospective Lessee of approval or denial within 10 business days. Upon approval of the prospective Lessee by Lovett's MHP, the sale may be finalized if the home is to stay in Lovett's MHP.
- f) Seller and Buyer must complete proper paperwork regarding the tax transfer with the proper agency for Washington Township.
- g) If the home is to remain in Lovett's MHP, the buyer must agree to improvements necessitated by the home inspection.

Section 7, Item 3: No owner, dealer or hauler will be permitted to remove a manufactured home without first satisfying all appropriate outstanding balances.

Section 7, Item 4: Adjacent structures, equipment, goods, or other property not removed by the Lessee upon vacating or abandonment of the property, shall be considered abandoned and Lovett's MHP has the right, without notice, to sell or otherwise dispose of the same at the expense of the Lessee. Further, Lovett's MHP shall not be accountable for any part of the proceeds of such sale.

Section 8 ~ GENERAL RULES

Section 8, Item 1: Lessees are responsible for allowing their neighbors to live in peace and tranquility. Your voices, radios, TVs, stereos and such should ALWAYS be kept at a moderate level. A good rule of thumb is this: If you easily hear whatever you are playing outside your home, it is too loud. Turn it down. If Lovett's MHP must contact you regarding the volume of your music, TV, etc., a fine will be assessed on your account. This fine shall be treated as rent and collectable as such. (Lovett's MHP has established a reasonable charge/fine/fee for the Lesser in an amount listed in Section 9 of this publication.)

Section 8, Item 2:

Quiet hours:

- Sunday ~ Thursday 9:00PM to 8:00AM
- Friday ~ Saturday 11:00PM to 8:00AM

Section 8, Item 3: Lessees are responsible for the conduct of their children, guests, and pets; violations by such will be assessed on the Lessee's individual account for any infraction of any rule or regulation listed in the publication.

Section 8, Item 4: No hunting or discharging of firearms is permitted in the park. Should a violation occur regarding this item a fine will be assessed on Lessee's account.

This fine shall be treated as rent and collectible as such. (Lovett's MHP has established a reasonable charge/fine/fee for the Lesser in an amount listed in Section 9 of this publication.)

Section 8, Item 5: No peddling, soliciting or commercial enterprise is permitted without written consent of the Lesser.

Section 8, Item 6: Lovett's MHP reserves the right to enter any lot and to inspect under or around the home for utility issues such as water, sewer and electric, etc. Lovett's MHP also reserves the right to enter any lot to inspect for violations of park Rules & Regulations or the Lessee's individual Lease Agreement and to make photo documentation of the same.

Section 8, Item 7: Complaints should be submitted to Lovett's MHP "*IN WRITING*" and signed by the complainant. No complaints will be addressed unless properly submitted. (Forms are available online or by request.)

Section 8, Item 8: Lovett's MHP will determine the proper course of action on any complaint in accordance with the Rules & Regulations established and the signed Lease Agreement.

Section 8, Item 9: Wash lines may be placed only on the rear half of the manufactured home lot. Use of umbrella type wash lines is encouraged, as these can be stored out of sight when not in use.

Section 8, Item 10: All residents and guests are in the park at their own risk. Lovett's MHP accepts no responsibility whatsoever to persons or property while in the park and/or any loss to resident or guest by reason of fire, theft, accident, vandalism and/or cause whatsoever.

Section 8, Item 11: Individual signs of tenants are not permitted: i.e. "No Trespassing", "Beware of Dog", etc.

Section 8, Item 12: **Any violation of the motor vehicle, criminal, or civil law** will be considered a violation of park Rules & Regulations and may be acted upon pursuant to the Manufactured Home Park Act 261 of 176 as amended by Act 80 of 2010, which is included in this handbook.

Section 8, Item 13: Lovett's MHP reserves the right to revise these Rules & Regulations whenever it is deemed necessary.

Section 8, Item 14: Lessee shall provide and maintain carbon monoxide detectors, smoke detectors, and fire extinguishers in their home in accordance with state and local regulations and Nationally Recognized Laboratory Standards.

Section 8, Item 15: The Rules & Regulations expressed herein are cumulative and the failure to enforce any such rule against a Lessee at any time shall not constitute a waiver thereof.

Section 8, Item 16: The draining or throwing of wastewater on the ground is not permitted.

Section 8, Item 17: Anyone committing a violation, especially beyond the "No Trespassing" signs, will be photographed and/or videotaped.

Section 8, Item 18: Anyone beyond the "No Trespassing" signs without written permission will be charged with Criminal Trespass. The police will be called, and charges will be filed.

Section 9 ~ CHARGES / FINES / FEES ESTABLISHED FOR Lovett's MHP

CONSIDERED RENT AND COLLECTABLE AS SUCH

***** ALL CHARGES / FINES / FEES WILL BE CHARGED AND PAID UNTIL
LESSEE CONTACTS Lovett's MHP FOR VERIFICATION OF THE CORRECTION.

Section 9, Item 1: Application fees (Section 1, Item 6): Any prospective Lessee or occupant over the age of 18 years, \$20.00.

Section 9, Item 2: Application fees by-passed. (Section 1, Item 6): \$100 per occurrence.

Section 9, Item 3: Certified Letter Fee (Section 1, Item 12): \$25.00 per occurrence.

Section 9, Item 4: Court preparation fees (Section 1, Item 13): Reasonable fees to recover Lesser costs for Lovett's MHP \$175.00, per occurrence.

Section 9, Item 5: Under pinning/insulation violation (Sect. 2, Item 5) \$5 /day.

Section 9, Item 6: Water issues (Section 2, Item 9): The fees assessed will be established at the current water delivery rate -- incurred by Lovett's MHP from any source they may use plus a \$40.00 per hour charge for the owner/ authorized agents time for finding the leak, (a minimum charge of \$75.00.) (Services may be performed by the property owner or an individual party authorized by the owner or agent for Lovett's MHP.)

Section 9, Item 7: Water leaks discharging into the sewer line will also incur an additional 5 cents/gallon fine, due, and payable as rent.

Section 9, Item 8: Proof of payment of taxes (Section 2, Item 12): \$10.00 per year, assessed each month. (Regardless of payment plan with courthouse.)

Section 9, Item 9: Proof of Current Insurance (Section 2, Item 15): \$15.00 per month.

Section 9, Item 10: Mowing of Lawn violation (Section 3, Item 2): Noncompliance \$5.00 per day and/or Lovett's MHP may mow for \$25.00, per occurrence.

Section 9, Item 11: Clutter violation (Section 3, Item 3): \$5.00 per day.

Section 9, Item 12: Shed Violation (Section 3, Item 5): \$5.00 per day.

Section 9, Item 13: Trampoline/Pool Violation (Section 3, Item 15): \$5.00 per day.

Section 9, Item 14: Fire Pit Violation (Section 3, Item 16): \$5.00 per day.

Section 9, Item 15: Refuse Container/TRASH Violation (Section 3, Item 17): \$5.00 per day.

Section 9, Item 16: Pet Fees (Section 5, Item 1): First pet - free, any additional authorized pet \$5.00 each/month.

Section 9, Item 17: Non-Registered Pet (Section 5, Item 2): \$100.00 per occurrence.

Section 9, Item 18: Pet outside unattended—with id tags (Section 5, Item 7): \$20.00 per occurrence. (Without id tags -- \$50.00 per occurrence.)

Section 9, Item 19: Pet Waste (Section 5, Item 3): \$5.00 per day.

Section 9, Item 20: Proof of spay/ neuter (Section 5, Item 5): \$5.00 /month.

Section 9, Item 21: Proof of Pet License (Section 5, Item 6): \$5.00 per month, per infraction.

Section 9, Item 22: Proof of current shots (Section 5, Item 6): \$5.00 per month, per infraction.

Section 9, Item 23: Pet houses (Section 5, Item 8): \$5.00 per day.

Section 9, Item 24: Vehicle not registered with Lovett's MHP (Section 6, Item 1): \$25.00 per month, per infraction.

Section 9, Item 25: No current state inspection/ registration (Section 6, Item 6): \$25.00 per month, per infraction.

Section 9, Item 26: Noise Violation (Section 8, Item 1): \$10.00 per occurrence.

Section 9, Item 27: Firearm Violation (Section 8, Item 4): \$50.00 per occurrence.

Section 9, Item 28: 4,000 gallons of water and/or sewer usage per month is included in your rent. Any amount over 4,000 gallons will be billed to you directly at 5 cents per gallon. This fee will be due and payable as rent and collected as such.

It is our sincere desire to manage Lovett's Manufactured Home Park in such a manner that the residents, community, and owners will be proud of its facilities, appearance, and reputation. Actions taken by residents to improve the park are greatly appreciated. Your comments and suggestions are always welcome.

MANUFACTURED HOME COMMUNITY RIGHTS ACT
Act 261 of 1976 as amended by Act 80 of 2010
“IMPORTANT NOTICE REQUIRED BY LAW”

The rules set forth here govern the terms of your lease or occupancy agreement with this manufactured home community. The law requires all 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) Non-payment 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 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 non-payment of rent, the notice shall state that an eviction proceeding may be commenced if the manufacture 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 non-payment of rent occurring within six months 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 non-payment 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 non-payment and have been given 20 days to pay the overdue rent 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 owner shall not restrict your rights 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.

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

Section 4-A. Written Lease.

- a) Every lease for a manufactured home space shall be in writing and shall be for a duration term of one month unless a longer period is mutually agreed upon by both the lessee and manufactured home community owner and shall be renewable.
- b) RENTS FOR A MANUFACTURED HOME SITE, COMMONLY KNOWN AS GROUND RENTS, shall not change more than once in a 12-month period.
- c) FOR EACH LEASE PERIOD OVER 60 days prior to the expiration of the term of a manufactured home community lease, the manufactured home community owner shall offer the lessee a renewal lease for the same term and with the same provisions as the original agreement, unless the manufactured home community owner notifies the lessee in writing OF ANY CHANGES, at least 60 days prior to the expiration of the lease.

Section 4. Sections 5, 6, 7, 9, 10, 11, 12, 13 and 16 of the act are amended to read:

Section 5. Under skirting and Tie-down Equipment –

A manufactured home community owner or operator may designate the type of material or manner of installation for under skirting, awnings, porches, fences or other additions and alteration to the exterior of the manufactured home and tie-down equipment compliant with all applicable requirements of the act of November 29, 2004 (P.L. 1282, No.158), known as the Manufactured Housing Improvement Act and the act of November 10, 1999 (P.L. 491, No.45), known as the Pennsylvania Construction Code Act, in order to insure the safety and good appearance of the manufactured home community, but under no circumstances may a resident be required to purchase such equipment from a supplier designated by the community owner or operator.

Section 6. Disclosure of Fees –

- a) All rent, fees, service charges and assessments payable to the community owner and utility charges for water, sewer, trash, INTERNET, cable electricity and fuel charges payable to the owners ~~or others~~ AND NOTICE OF ANY OTHER UTILITY CHARGES FOR WHICH THE LESSEE MAY BE RESPONSIBLE shall be fully disclosed in writing to a prospective manufactured home lessee prior to the manufactured home community owner or operator's acceptance of any initial deposit, fee or rent and prior to execution of the manufactured home space lease. For current manufactured home residents, the manufactured home community owner or operator shall fully disclose all rent, fees, service charges and assessments payable to the community owner and utility charges for water, sewer, trash, cable, electricity, and fuel charges payable to others in writing prior to the execution of a mandatory lease of at least one month in duration.
- b) The manufactured home community owner may require that the prospective lessee or current lessee sign a receipt indicating receipt of a copy of the required disclosure and the manufactured home community rules and regulations so long as these documents are clearly identified in the receipt itself. The receipt shall indicate nothing more than that the documents identified in the receipt have been received by the lessee.
- c) Failure to disclose such rent, fees, service charges and assessments shall render them void and unenforceable in the courts of the Commonwealth. Increases in such rent, fees, service charges and assessments payable to the owner shall be unenforceable until 30 days after notice thereof has been posted in the public portion of the community office or other conspicuous and readily accessible place in the manufactured home community and mailed to the manufactured home lessee. However, rent shall not be increased during the term of the lease.
- d) The written disclosure shall contain a cover sheet with the following statement in 12-point, sans-serif type, except the term "five days" in the final paragraph of the notice shall appear in 16-point, sans-serif, bold type.

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 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 presentations. 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.

e) All new leases, lease extensions and lease renewals, **WHICH ARE FOR MORE THAN A 60 DAY PERIOD**, shall contain the following full disclosures:

1. The manner in which utility and other services, including, but not limited to, sewage and waste disposal, cable television, water supply and storm drainage, will be provided, and the entity providing them. The services and the lot amount or user fees charged by the manufactured home community owner for the services provided by the manufactured home community owner shall also be disclosed.

2. An explanation of the manner in which the manufactured home space rental amount will be increased, including, but not limited to, notification to the manufactured home lessee at least 60 days in advance of the increase.

3. Disclosure of any factors that may affect the lot rental amount, including, but not limited to these factors:

f) Water rates.

g) Sewer rates.

h) Waste disposal rates.

i) Maintenance costs, including costs of deferred maintenance.

j) Lesser costs.

k) Property taxes.

l) Major repairs or improvements

m) Any other fees, costs, assessments, or service charges that the manufactured home lessee is required to pay or that the manufactured home community owner or operator intends to charge during the terms of the lease or rental agreement.

1) Disclosure of the manner in which the pass-through charges will be assessed.

- 2) A report of the utility fees charged for the manufactured home space paid to the COMMUNITY OWNER by a prior lessee during the previous 12 months.
- 3) Disclosure of all SERVICE CHARGES currently charged for services offered which the manufactured home lessee may elect to incur and the manner in which the fees will be increased.
- 4) Any manufactured home community rules and regulations that have been established and an explanation of the manner in which the rules and regulations will be set, changed or promulgated.
- 5) THE rent history OF THE MANUFACTURED HOME SPACE for the three full calendar years immediately preceding the prospective initial rental agreement date. This information shall be for basic manufactured home space rental only and does not apply to other fees such as late charges and guest fees. Additionally, the calculation of rent history shall be posted in the public portion of the manufactured home community's rental office or other conspicuous and readily accessible place and in the same place as any Rules & Regulations that have been established for the manufactured home community are posted.
- 6) Citations or other documents from Federal, State, and local governmental agencies which require the manufactured home community owner to take corrective action, including citations from the Department of Environmental Protection regarding water and sewage. Such information shall also be posted within the community in the same place as manufactured home community Rules & Regulations are displayed until the corrective action has been completed.

Section 7. Appliance Installation Fees – No manufactured home community owner or operator may restrict the making of any interior improvements in a manufactured home so long as such improvements are in compliance with applicable building codes and other provisions of law; nor may he restrict the installation, service or maintenance of an electric or gas appliance in a manufactured home or charge any fee for such installation unless the fee reflects the actual cost to the manufactured home community owner or operator of such installation or its use.

Section 9. Installation and Removal Fees –

- a) Any fee charged by the community owner for the installation or removal of a manufactured home in a manufactured home space shall not exceed the actual cost to the manufactured home community owner or operator for providing such service. Such fees shall be refundable to the lessee at the time of removal in the event that the owner or operator acts to recover possession of said space for reasons other than non-payment of rent or breach of a condition of the lease within one year of the initial installation of such manufactured home. Failure to refund such fees as provided shall entitle the lessee to recover treble their amount plus court costs and reasonable attorney fees.
- b) Limitations on this type of installation fee shall not bar the manufactured home community owner or operator from requiring a reasonable security deposit in accordance with the act of April 6, 1951 (P.L.69, No.20), known as “The Landlord and Tenant Act of 1951.”

Section 10. Other Fees – In accordance with a lessee’s right to invite to the lessee’s dwelling unit such social and business visitors as the lessee wishes, no fee may be charged for overnight visitors or guests occupying a lessee’s manufactured home. However, if such overnight visitors or guests so frequently remain overnight for residential purposes so as to increase the number of persons normally living in the unit, the owner or operator of a manufactured home community may revise the rent due to conform to the rent paid by other residents with a like number of members in their household.

Section 11. Sale of Manufactured Homes –

- a) Any rule, regulation, or condition of a lease purporting to prevent the sale of a manufactured home belonging to a lessee shall be void and unenforceable in the
- b) courts of the Commonwealth. The manufactured home community owner or operator may reserve the right to approve the purchaser of said manufactured home as a lessee, but such approval may not be unreasonably withheld. Any claim for a fee or commission in connection with the sale of such manufactured home shall be void and unenforceable unless the claimant shall in fact have acted as a bona fide licensed manufactured home sales agent for the manufactured homeowner pursuant to a separate written agreement.
- c) Prior to a lessee or occupant in a manufactured home community offering a manufactured home for sale, the lessee or occupant must obtain from the community operator the then-current disclosure document required by this act and provide a copy to any prospective buyer along with an attached sheet of paper with the following information printed in 12-point boldfaced type:

Be advised that this manufactured home offered for sale is subject to the Manufactured Home Communities 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.

- a) Failure of the resident seller to obtain a dated acknowledgment from the prospective buyer of the manufactured home of receipt of the disclosure may be grounds for cancellation of the sale by the buyer.

Section 12. Waiver of Rights – The rights and duties of manufactured home community owners and operators and the (mobile) manufactured home lessees may not be waived by any provisions of a written or oral agreement. Any such agreement attempting to limit these rights shall be void and unenforceable in the courts of the Commonwealth.

Section 13. Damages –

- a) Any manufactured home community owner, operator or lessee aggrieved by a violation of their rights under this act may institute a private cause of action to recover damages, or for treble damages when so provided in this act, or for restitution in any appropriate court of initial jurisdiction within the Commonwealth.
- b) If disclosure as required by section 6 was not provided to the manufactured home community prospective first-time lessee prior to execution of the manufactured home space rental agreement or prior to initial occupancy of a manufactured home, the rental agreement is voidable by the lessee DURING THE FIRST YEAR OF OCCUPANCY until five CALENDAR days after the receipt of the disclosure by the lessee.
- c) To VOID the rental agreement, the prospective first-time lessee shall deliver written notice to the manufactured home community owner or operator within five days after receipt of the disclosure and shall thereupon be entitled to a refund from the owner or operator of the community of any deposit together with installation costs for the manufactured home, paid to the owner or operator for the community park.
- d) The manufactured home community owner or operator may not collect rent from a prospective first-time lessee until the manufactured home community owner or operator and the lessee have entered into the rental agreement.
- e) When the manufactured home community owner or operator and the manufactured home lessee execute a new, renewed, or extended LEASE for a manufactured home space, WHICH INCREASES RENT OR PAYABLES TO THE LESSOR, the manufactured home community owner or operator may not collect INCREASED RENT OR FEE PAYABLE rent from the manufactured home lessee until the manufactured home community owner or operator and the manufactured home lessee have entered into the new, renewed or extended lease. After receiving 60 days' notice of the community owner's or operator's intent to offer a new lease, the manufactured home occupant shall have 30 days to either accept the new, renewed or extended rental agreement or to notify the manufactured home community owner or operator of intent to vacate within 30 days. No INCREASED rent or FEE lease charges shall be effective against a lessee prior to the 61st day after receiving the owner or operator notice.
- f) A manufactured home lessee, who chooses not to enter into a new, renewed or extended rental agreement shall have 60 days from the date of notification of intent to vacate the manufactured home community, to enter into contract to sell or to relocate the manufactured home. NO INCREASED RENT FEE OR LEASE CHARGE SHALL APPLY DURING THIS PERIOD. So long as the manufactured home community owner or operator complied with disclosure as provided in section 6, the manufactured home lessee who does not enter into a new, extended or renewed rental agreement shall not be entitled to relocation costs.

Section 16. Retaliatory Eviction – Any action by a manufactured home community owner or operator to recover possession of real property from a manufactured home community lessee or to change the lease within six months of a resident’s assertion of his rights under this act or any other legal right shall raise a presumption that such action constitutes a retaliatory and unlawful eviction by the owner or operator and is in violation of this act. Such a presumption may be rebutted by competent evidence presented in any appropriate court of initial jurisdiction with the Commonwealth.

Section 5. This act shall apply to:

- 1) New sales and leases of manufactured home community spaces entered into after the effective date of this section.
- 2) Extensions and renewals of leases or manufactured home community spaces entered into after the effective date of this SECTION.

Section 6. This act shall take effect in 150 days.

APPROVED – The 19th day of October, A.D. 2010

Edward G. Rendell, Governor

This document is also posted online at: www.lovettsmhp.com

WATER SUPPLY INFORMATION / GUIDELINES

We operate a Public Water Supply – PWSID# 6250017, under strict monitoring and regulation by the Pennsylvania Department of Environmental Protection (DEP). We are still, however, a rural water supplier. We will NEVER have the pressure of a city water system.

Here are some typical water guidelines, similar to those in the Washington Township Water Authority Rules and Regulations, or any other water authority rules.

There will be unavoidable causes or breakdowns that will cause an abrupt service interruption of which we are NOT required to give advance notice. Reasonable notice will be given when practical. In NO case will Lovett's MHP be liable for any damage or inconvenience suffered. We reserve the right to restrict the supply of water in case of scarcity or whenever the public welfare warrants it.

Nothing in these rules and regulations, nor any contract, nor representative, verbal or written, of Lovett's MHP or any employee/agent will be taken or construed in any manner to constitute a guarantee to furnish a given quantity of water through service connections. However, we will, always and under all conditions, endeavor to maintain the efficiency of our service.