

**BERNIE'S MOBILE HOME PARK LLC  
RULES AND REGULATIONS**

**RENTAL AGREEMENTS**

1. All incoming tenants must register at the office upon residing in the Park. Complete a lease application and a \$22.00 application fee per adult person for background check. All adult tenants (21 years of age) will be required to sign the lease.
2. **All incoming tenants will under-go credit and criminal background checks. Failure to allow such checks will result in a rejection of application to lease.**
3. All tenants must notify the management one-week in advance when planning to move.
4. The management reserves the right: (a) to refuse admittance and accommodations to anyone without stating the cause or reason, (b) to decline to allow any space to be occupied and to refuse to accept further rent.
5. **The management reserves the right to eject without notice any objectionable person or persons who cause a disturbance or becomes a nuisance. The management shall be the sole judge of who is objectionable and what constitutes a disturbance or a nuisance.**
6. The management is not responsible for damage, injury or loss by accident, theft or fire to either property or person of any tenant or guest, and you are hereby notified that you will assume all risks in such matters.
7. **All mobile homes must be owner occupied. No renting of a mobile home to a third party. Copies of all mobile home titles for tenants are now required to be kept on file at the office.**
8. No loud parties, loud radios, loud televisions, loud motors, or other excessive noise is permitted.
9. Drunkenness, intoxication, or immoral conduct is prohibited.
10. Residents are not permitted to harass or annoy their neighbors.
11. The Park owners are not responsible for damage, injury, or loss by accident, theft or fire to either property or the person of the residents, his family, business visitors or social guests.
12. The residents shall abide by all Federal, State, or Local laws and regulations.
13. No private businesses shall be run from any residence in the Park.
14. **Rent must be paid on time. Failure to pay rent two consecutive months will result in a 30 day Notice to Quit followed by legal action. Tenants are required to pay all legal and filing fees.**

**AUTOMOBILES**

1. No junk automobiles (all vehicles unlicensed or un-inspected are considered junk).
2. Trucks bigger than pickups are not permitted in the Park at any time except for delivery or pick up.
3. Permission must be obtained from the management before utility trailers, boat trailers, travel trailers, or motor homes may be stored in on Park property.
4. The speed limit in the Park is 10 MPH. It is important to observe the speed limit in order to avoid hitting children.
5. All unlicensed vehicles (i.e. go-carts, quad-runners, dirt bikes, three-wheel vehicles or any other recreational vehicles) are prohibited to be driven in the Park.
6. No noisy vehicles are permitted in the Park.
7. Vehicles must be parked in designated areas only. No parking in yards or on the sides of the street.
8. Car batteries, car tires, and paint cans are not to be left around mobile home lots. They are considered hazardous waste.
9. It is illegal to dump waste motor oil on the property.

## WATER-PIPES AND UTILITY SERVICE

1. All mobile homes must be equipped with a check valve on incoming water lines.
2. Each tenant is responsible for wrapping mobile home water-pipes with heating tape to prevent freezing. This work must be accomplished no later than November 1<sup>st</sup> of each year. Any damage resulting from frozen water pipes will be the responsibility of the tenant.
3. Leaving faucets drip to prevent frozen water pipes will result in frozen sewer lines. If water faucets are left on by tenants, management may install a water meter at the tenant's expense.
4. Clogged sewers, damage to water lines, electrical service connections must be paid for by the tenant.
5. Tampering with Park fuses, electric service seals or utility connections is strictly forbidden. Utility connections may on be removed by Park management.

## ANIMALS AND PETS

For all new tenants (2019) – ONE SMALL PET PER MOBILE HOME.

1. All pets must be kept on a leash and under control when outside at all times.
2. Tenants are allowed one small dog (15" in height from shoulders down) or one cat. No large dogs allowed in the Park at any time.
3. Tenants must abide with Pennsylvania laws regarding licensing and vaccinations of pets. Tenants are required to show compliance with the law if requested by management.
4. All pets must be kept inside of mobile homes. No outside pets permitted.
5. All droppings and spilled food from pets must be picked up daily. All dogs kept inside mobile homes must be taken on a leash when let out for their duties and all droppings must be picked up immediately.
6. There is a \$5.00 charge per month for a dog or cat.
7. A photograph of your dog or cat is required.
8. Breeding of your pet in the Park and selling of offspring on Park property will not be permitted.

## GUESTS

1. All tenants planning on accommodation a guest for more than one week must get permission from the management in advance.
2. All guests must register at the office in person and must have references to get approval for a longer term visit. All guests must sign a rent responsibility agreement. ***All guests are subject to a criminal background check before admittance to the park.***
3. Any tenant wishing to move in with an existing tenant must show current ID (valid driver's license).
4. Any guest failing to meet these regulations will be subject to ejection from the Park.
5. Tenants are responsible for their guests' actions while they are on Park property.

## MOBILE HOME AND LOT MAINTENANCE

1. **The outside of all trailers must be washed yearly.**
2. Lawns must be neatly mowed and all grass must be trimmed around the mobile home. Grass is not allowed to grow over 4 inches in height. If lawns are not kept neat, the management will mow the lot at a charge of twenty (\$20.00) dollars to the resident.
3. Do not blow grass clippings on the streets.
4. Planting of flowers, trees, and shrubs must first be approved by the management. Flowers, trees, and shrubs so planted must remain on each lot even if the tenant moves and cannot be transplanted to another lot.
5. **Each mobile home must be kept neat, clean, and free of junk and debris. No old couches, recliners, or other types of indoor furniture are permitted on porches. No storage bottles, cans, boxes, or equipment around the mobile home will be permitted.**
6. Residents must have covered garbage cans stored at the rear of the mobile home. No plastic garbage bags or bags of any other material are permitted except on days of garbage pickup.
7. All mobile homes must be neatly and completely enclosed around the bottom within 90 days of admittance to the park and there so afterward.
8. Portable sheds and enclosures will be permitted in the Park. Before any shed or enclosure is erected, approval must be obtained from the management.
9. No cement block steps are permitted at any door.
10. The tenant shall keep all walkways & parking spaces free from snow, ice, and other obstructions.
11. **Open fires are not permitted at any time.**
12. **Absolutely no trampolines or adult size pools (small plastic kiddie pools are ok).**

## SELLING MOBILE HOMES AND/OR LEAVING THE PARK

1. **All tenants planning on selling and leaving a mobile home must have the mobile home repaired and inspected by the management before selling.**
2. Before a mobile home may be removed from the Park, all necessary permits must be obtained and any taxes due must be paid. Lot rent must be paid to date.
3. Residents must contact the management and give the date you will move, forwarding address, and new phone number. Residents must obtain a release from the management.
4. No hauler will be permitted to pull a mobile home without a release from the management.
5. Potential purchasers of mobile homes must make applications to the Park management and be approved before the sale is finalized. **Management reserves the right to refuse to lease space to anyone who does not meet the requirements of the park.**

## PARK NOTICES

1. All residents must abide by all Park rules which are or shall be in effect. The rules may be modified or changed upon thirty (30) days notice to the residents by management.
2. The rules will be posted in the main park office.

## IMPORTANT NOTICE REQUIRED BY LAW

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

"You may continue to stay in this park 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 park. Entrance and exit fees may not be charged. Installation and removal fees may not be charged in excess of the actual cost to the mobile home park owner or operator for providing such service for the installation or removal of a mobile home in a mobile home space.

"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 mobile home park occurring within a six-month period.
3. If there is a change in use of the park land or parts thereof.
4. Termination of the mobile home park.

"You shall only be evicted in accordance with the following procedure:

1. A resident shall not be evicted by any self-help measure.
2. Prior to the commencement of any eviction proceeding, the mobile home park owner shall notify you in writing of the particular breach or violation of the lease or park rules by certified or registered mail.
  - a. In the case of nonpayment of rent, the notice shall state that an eviction proceeding may be commenced if the mobile home resident 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 a giving of the notice may result in immediate eviction proceedings.
  - b. In the case of a breach of the lease or violation of the park rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless you have been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months, the mobile home park owner may commence eviction proceedings at any time within 60 days of the last violation or breach.

You shall not be evicted when there is proof that the rules you are accused of violation are not enforced with respect to the other mobile home residents or no-residents on the park premises.

In addition, no eviction proceeding for nonpayment of rent may be commenced against you until you have received notice by certified or registered mail of the non-payment 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. However, only one notice of overdue rent is required to be sent to you 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 park owner shall not restrict your right to do so.

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

Enforcement of the Mobile Home Park Rights Act is by the Attorney General of the Commonwealth of Pennsylvania or the District Attorney of the county in which the mobile home park is located. 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.