

## HIDDEN SPRINGS

### MANUFACTURED HOUSING COMMUNITY LEASE

THIS LEASE AGREEMENT is made the( ) day of (month and year) between HIDDEN SPRINGS REALTY, INC., with offices at 355 Kingspond Lane, Souderton, PA, the landlord (called “Hidden Springs” in this Lease) and (name/names)residing at (street address), Souderton, PA 18964, the tenant (called “you” in this Lease).

#### 1. LEASED PROPERTY; TERM; USE.

(a) **Leased Property.** Hidden Springs hereby leases to you, and you hereby rent from Hidden Springs, the property with an address of (street address), PA 18964 (“Leased Property”) in the Hidden Springs Manufactured Housing Community, Franconia Township, Montgomery County, Pennsylvania (“Community”).

**Term.** The term of this Lease will be for a term of one (1) month, beginning on (date of settlement) (“Commencement Date”), and the term of this Lease will continue from month to month thereafter until terminated by either you or Hidden Springs. If either party to this Lease wants to terminate this Lease, that party will give the other party written notice at least thirty (30) days before the day on which the Lease will terminate, following the rules for giving notice that are described in Section 20 of this Lease.

(c) **Use of Leased Property.** The Leased Property will be used by you for residing in a residential manufactured home (“the Home”) belonging to you, and in strict accordance with

Section 9 of this Lease and with the Hidden Springs Community Rules and Regulations (the “Regulations”), as they may be revised from time to time. You will not use the Leased Property for any other purpose.

(d) **Delay in Giving Possession.** Hidden Springs will give you possession of the Leased Property at such time as you complete the purchase of the Home from your seller. If Hidden Springs cannot give possession of the Leased Property to you on the Commencement Date set forth in this Lease, Hidden Springs will not be liable for any damages. Instead, all Rent and other charges due from you will not commence until Hidden Springs gives possession to you.

## 2. **RENT; LATE CHARGES.**

(a) **Rent.** You will pay to Hidden Springs monthly rent (“Rent”) for the Leased Property in the amount of five hundred forty-five dollars (\$545.00) by check or money order. You will pay the Rent every month without any notice or demand from Hidden Springs, and you will not reduce or set off the Rent because of any claims or disputes you may have with Hidden Springs. You will pay the Rent in advance on the first (1st) day of each calendar month. If the Commencement Date falls on a day other than the first day of a calendar month, the Rent for the first month will be reduced in accordance with the number of days left in that first month. You will make your monthly Rent payment at the office of Hidden Springs at Hidden Springs’s address given on the first page of this Lease, or at any other office that Hidden Springs may choose if Hidden Springs gives you written notice of a new office.

(b) **Late Charge.** If any Rent payment is not received by Hidden Springs on or before the fifth (5th) day of the month, you will pay, along with the Rent, a late charge of

Twenty Dollars (\$20.00), plus an additional sum of Five Dollars (\$5.00) per day for every day that the Rent is late after the fifth (5<sup>th</sup>) day of the month.

3. **RENT INCREASES.** If Hidden Springs wishes to increase the Rent, Hidden Springs will give you notice in writing (“Rent Increase Notice”) of the proposed increase in the Rent. The Rent Increase Notice will be sent to you at least thirty (30) days before the first day on which the increased Rent will be due. You will have thirty (30) days after you receive the Rent Increase Notice to terminate this Lease, which you can do by giving Hidden Springs written notice. If you do not give Hidden Springs written notice that you have terminated this Lease within the thirty (30) day period, then this Lease will automatically renew for an additional one month term at the new Rent set forth in the Rent Increase Notice, and will continue to renew each month automatically unless and until terminated by Hidden Springs or by you.

4. **TAXES AND UTILITIES.** In addition to the Rent, you will pay directly to the utility or provider the cost of all utilities (such as electricity, water, sewer, and cable television) used by you (including, without limitation, all connection charges). You will also pay, directly to the taxing authority, all personal property taxes assessed against the Home.

5. **MAINTAINING THE HOME.**

(a) **Maintaining the Home.** You will maintain and repair the Leased Property and the Home in good condition, order and repair, at your expense. Your obligations include, by way of example and not limitation, any repairs required to any water, sewer or other pipelines or utility systems servicing your Home, from the point where such lines or systems enter the Leased Property (whether that point is above ground or below ground). Hidden Springs will maintain,

repair and replace the lights posts on each Leased Property and the street trees Hidden Springs planted for the Community. Other than such lamp posts and street trees, everything located in, on and under the Leased Property and your Home is your responsibility. When you leave the Leased Property after the Lease is terminated, you will return the Leased Property to Hidden Springs in good condition, excepting only ordinary wear and tear. You will not obstruct the sidewalks, driveways or yards in the Leased Property, but will keep the sidewalks, driveways and yards clean and free from debris, trash, refuse, snow and ice. You will maintain the Leased Property so that grass or other ground cover, excluding shrubs, bushes, trees and flowers, will not be permitted to exceed four inches in height. Any change to the exterior appearance of the Home must be approved in writing, in advance, by Hidden Springs.

(c) **Your Property.** You, and not Hidden Springs, will be responsible for all goods and personal property of any kind that is located in or on the Leased Property. Hidden Springs will not be liable to you or anyone else for any loss or damage to such goods or property for any reason whatsoever. Hidden Springs will not be liable for any damage or injury which may be sustained by you or by any other person as a result of the failure, breakage, leakage or obstruction of the water, sewer, waste or soil pipes, or the electrical system; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct of any other tenant or any other tenant's agents or guests; or resulting from any interference with, interruption of or failure, beyond the control of Hidden Springs, of any services to be furnished or supplied by Hidden Springs.

6. **FACILITIES; PARKING.**

(a) **Parking Space.** The Leased Property includes two (2) overnight parking spaces. All vehicles must have a current registration and current state inspections. Any unlicensed or uninspected vehicle, or any vehicle not registered at the office, parked on the Leased Property shall be subject to towing by Hidden Springs at your expense. Short-term parking for guests is permitted on the street, but only during daylight hours. Overnight parking is limited to the visitor parking spaces available throughout the Community, and may be used only by visitors (not by residents) and for a period not to exceed one week.

7. **CONDITION OF THE LEASED PROPERTY.** You hereby acknowledge to Hidden Springs that you have inspected the Leased Property prior to signing this Lease, and accept the Leased Property in its condition on the date hereof "AS-IS."

8. **INSURANCE; CASUALTY; INDEMNITY.**

(a) **Insurance.** You, at your sole expense, will maintain throughout the term of this Lease liability insurance with such limits as Hidden Springs shall reasonably require, naming Hidden Springs and you as insured parties.

(b) **Fire.** In the event of a fire or other casualty to the Home, you will secure the Home within forty-eight (48) hours and, within thirty (30) days following the date of the casualty, clear all debris, and either (i) remove the Home from the Leased Property and fully restore the Leased Property to its condition before the Home was installed, or (ii) begin and diligently pursue to completion repair and reconstruction of the Home. Your obligations under this Lease will not be limited or affected in any way by any damage or destruction to the Home.

(c) **Indemnity.** At your expense, you will defend, indemnify, and hold Hidden Springs harmless from and against any and all claims, payments, expenses, costs, attorney fees and liabilities for losses or damage to property or injuries to persons resulting from any act or omissions by you or your guests or agents or from your owning and occupying the Home, unless Hidden Springs is grossly negligent.

9. **OCCUPANCY; SUBLETTING AND ASSIGNMENT; SALE OF THE HOME.**

(a) **55 and Older Occupancy.** The Leased Property may only be occupied by the registered owner(s) of the Home and his, her or their family members. At all times, the Home must be occupied by at least one (1) adult, 55 years or older, and no Home may be occupied by any person under the age of eighteen (18).

(b) **Sublease and Assignment.** You may not sublease the Leased Property or any portion of it, or assign this Lease to any person, unless Hidden Springs gives its consent in writing in advance. Hidden Springs may refuse to give its consent for any reason or for no reason.

(c) **Sale of Home.** You may sell the Home, but the Home may not remain in the Community after the sale with the new owner unless Hidden Springs gives its consent in writing in advance, in accordance with the Regulations. Hidden Springs may refuse to give its consent for any reason or for no reason.

10. **RIGHT OF ENTRY.** You agree that Hidden Springs and Hidden Springs's agents and employees may enter upon the Leased Property at all reasonable hours for the purpose of examining the Leased Property or making repairs or alterations to the Leased Property, but Hidden

Springs will use ordinary care to avoid interfering with your use of the Leased Property.

However, this clause does not obligate Hidden Springs to make such inspection or repairs.

**11. REMOVAL OF HOME AND GOODS.**

(a) **Removal of Home.** Upon termination of this Lease, you may remove the Home on or before the termination date, but you must first obtain a removal permit from the Township office. You must show the permit to Hidden Springs before beginning to remove the Home, and you must pay a \$500 administrative fee to Hidden Springs. Before you remove the Home, you must also obtain and give to Hidden Springs an insurance certificate showing that you are carrying at least \$200,000 of insurance covering any injury or damage to any person or property resulting from the removal of the Home. You will be liable for any injury or damage to any person or property resulting from the removal of the Home. You must also restore the Leased Property to its condition before the Home was installed.

(a) **Abandoned Property.** Any equipment, fixtures, goods or other property (including, without limitation, the Home itself) that you do not remove after this Lease is terminated will be considered as abandoned, and Hidden Springs shall have the right, without any notice to you, to sell or otherwise dispose of the property at your expense. Hidden Springs will not be accountable to you for any part of the proceeds of such sale.

**12. YOUR DEFAULT.** If any of the following events occur, you will be in default under this Lease:

(a) **Failure to Pay Rent.** If you fail to make any payment of Rent, or any other payment required to be made by you under this Lease, for a period of ten (10) days after the

payment is due; or

(b) **Violation of Lease.** If you violate any other term of this Lease, unless you cure the violation within thirty (30) days after you receive written notice from Hidden Springs of such violation;

(c) **Violation of Regulations.** If you violate the Regulations or any rules and regulations more than one (1) time within any six-month period.

### 13. **HIDDEN SPRINGS' REMEDIES.**

(a) **Right to Terminate.** If you default under this Lease, Hidden Springs may terminate this Lease, and you will not have the right to reinstate this Lease. If Hidden Springs terminates this Lease after your default, Hidden Springs may reenter the Leased Property and remove the Home and all persons and all or any property from the Leased Property without being liable for prosecution or damages. Hidden Springs may then lease the Leased Property to someone else at such rent and upon such other terms and conditions as Hidden Springs' may choose. In addition, Hidden Springs may exercise any right or remedy that is available under the law.

(b) **Confession of Judgment.** If you default, you authorize any attorney of any court of record to appear for you in court and to confess judgment in the court for possession of the Leased Property, and you further authorize the immediate issuing of a writ of possession. A photocopy of this Lease may be used for confession of judgment in ejectment.

(c) **No Waiver of Rights.** Hidden Springs may exercise its rights and remedies one at a time or all at once, as Hidden Springs chooses. If Hidden Springs fails to enforce any such

right or remedy at any time against the you, it will not stop Hidden Springs from enforcing the right or remedy at a later date.

14. **HIDDEN SPRINGS'S RIGHT TO CURE.** If you fail to fulfill any of your obligations under this Lease, Hidden Springs may perform such obligation, and the cost of performing it will be added to the next installment of Rent and shall be paid by you as Rent.

15. **RULES AND REGULATIONS.** You will fully comply with the Regulations made by Hidden Springs for the use and government and management of this Community. The Regulations, and any changes made to them after the date of this Lease, are part of this Lease just as if they were fully set forth in this Lease. Hidden Springs will furnish you with notice of all changes in the Regulations. You acknowledge that you received a copy of such Regulations when you signed this Lease.

16. **ADDITIONAL COVENANTS.** In addition to the other provisions of this Lease and the Regulations, you agree that you will comply with the following restrictions.

(a) **More than One Home.** You will not use the Leased Property for more than one Home with attached garage or for any other building except one eight-feet by eight-feet shed.

(b) **Operating a Business.** You will not use or occupy the Leased Property or the Home for any purpose except as a private single-family home.

(c) **Number of Residents.** You will not permit the Home to be occupied by more than (i) one (1) family, or (ii) three (3) unrelated individuals. The number of members of a single family who may occupy the Home may not exceed two (2) family members for each

bedroom in the Home.

(d) **Quality of Home.** You will only install and maintain a Home which contains complete modern sanitary facilities, including a lavatory, toilet, washbasin, tub or shower and kitchen sink, connected properly and promptly to sewer outlets and other available public utility facilities.

(e) **Conforming to Law.** You will install and maintain any Home on the Leased Property so that the Home fully complies with state and local health department sanitary requirements.

(f) **Good Repair.** You will keep the Home in good repair at all times.

(g) **Approval by Hidden Springs and Township.** You will not permit any Home to be installed on the Leased Property unless the Home has been inspected and approved by Hidden Springs and by Franconia Township. You will comply with any other inspection and approval requirements of applicable rules and regulations.

(h) **Noxious Activities.** You will not cause or permit any noxious or offensive or unlawful activity upon the Leased Property.

(i) **Animals.** You will not keep, use, breed, or feed any livestock or poultry on the Leased Property.

(j) **Storage.** You will not store any junk, such as old cars or other items, on the Leased Property.

(k) **Pets.** You may keep one (1) pet, but no more, in the Leased Property. You will not permit any pet out of the Home unless leashed. You will immediately clean up after any pet.

17. **ACT 261 NOTICE.** Attached hereto and made a part hereof is a copy of a NOTICE required by Pennsylvania Act 261 of 1976, the Mobile Home Park Rights Act. If any conflict exists between any provision of Act 261 or the NOTICE and any provision of this Lease, the Act and the NOTICE control. You hereby acknowledge receipt of a copy of the NOTICE concurrent with the execution of this Lease.

18. **CERTIFICATE.** If Hidden Springs gives you written notice to do so, you will sign a written document, which can be notarized, certifying that this Lease has not been amended and is in full force and effect, and confirming the term, rent and other provisions of the Lease.

19. **HOLD OVER.** If the Lease is terminated but you do not vacate the Leased Property by the day on which the termination is effective, then Hidden Springs may (but does not have to) treat your failure to move as a renewal of this Lease.

20. **NOTICES.** If Hidden Springs or you want to give any notices to the other party, those notices must be in writing, and must be delivered personally, or sent by certified mail, postage prepaid, return receipt requested, to the addresses given on the first page of this Lease.

21. **MISCELLANEOUS.**

(a) This Lease and the Regulations constitute the entire agreement between Hidden Springs and you, and you may not rely on any verbal statements made by Hidden Springs or any agent of Hidden Springs.

(b) This Lease is a legally binding contract upon Hidden Springs and you, and it will bind the heirs, personal representatives, successors and permitted assigns of Hidden Springs and

you.

(c) Time is of the essence of this Lease.

(d) The headings contained in this Lease are for convenience of reference only and do not affect the contents of this Lease.

IN WITNESS WHEREOF, Hidden Springs and you have signed this Lease.

In the presence of:

Hidden Springs:  
HIDDEN SPRINGS REALTY, INC.

By: \_\_\_\_\_  
Kenneth Grosse, President

Tenant:

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

**“IMPORTANT NOTICE REQUIRED BY LAW”**

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

**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 housing community owner or operator for providing such services for the installation or removal of a manufactured home in a manufactured home space.**

**You may be evicted for the following reasons:**

- (1) Nonpayment of rent.**
- (2) A second or subsequent violation of the rules of the manufactured housing 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 housing Community.**

**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 manufactured housing Community owner shall notify you 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 housing 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 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 you have been notified as required by this section, and upon a second or subsequent violation or breach occurring within six months, the manufactured housing Community 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 violating are not enforced with respect to the other manufactured housing residents or nonresidents on the Community 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 nonpayment and have been given the opportunity 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 during any six-month period. If a second or additional violation occurs within six months from the date of the first notice the eviction proceedings may be immediately started against you.**

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

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

**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 manufactured housing Community 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.**

**HIDDEN SPRINGS**  
**LEASE ADDENDUM**

This Lease Addendum is effective immediately and binding upon all residents of Hidden Springs, and modifies your existing MANUFACTURED HOUSING COMMUNITY LEASE.

1. **Pets.** Your Lease is hereby amended, in Section 16(k), to provide that you may keep one (1) standard, domestic pet, that is, a cat, dog, bird, fish or small caged animal such as a hamster or guinea pig. Exotic pets are not permitted in Hidden Springs.

2. **Disclosure.** Pursuant to the Act of November 24, 1976 (P.L. 1176, No. 261), as amended, known as the Manufactured Home Community Rights Act (the “Act”), you are hereby notified of the following:

(a) **How Utilities and other services are provided.**

*Water:* Water is provided by North Penn Water Company and billed directly to Lessee by the Water Company. Lessee should call the Company at 215-855-3617 for rates and charges. The Community does not charge any fee for water.

*Sewer:* Sewer is provided by Franconia Sewer Authority and billed directly to Lessee by the Sewer Authority. You should call the Authority at 215-723-1137 for rates and charges, which the Community estimates at \$160.00 per quarter. The Community does not charge any fee for sewer.

*Trash:* Trash collection is handled by the Community and the cost is included in the monthly rent.

*Internet Service:* Internet service is not provided by the Community, and there are no fees charged by the Landlord for internet service.

*Cable/Satellite Television:* Cable/satellite television is not provided by the Community, and there are no fees charged by the Landlord for cable/satellite television.

*Electricity:* Electricity is not provided by the Community, and there are no fees charged by the Landlord for electricity.

*Fuel:* Fuel is not provided by the Community, and there are no fees charged by the Landlord for fuel.

**(b) How your rent can be increased.**

The monthly rent you pay may be increased no more than once in any twelve month period. Prior to any increase in your rent, the Landlord will provide you a written notice of the increase and the effective date of the increase. The written notice will be given to you at least sixty (60) days prior to the effective date of the rent increase.

**(c) Factors that may affect your rent.**

Factors that may affect the rent you pay may include: rates paid by the Landlord for water, sewer, trash removal and/or any other utility service; maintenance costs, including costs of deferred maintenance; management costs; property taxes; repair and/or improvement costs; market conditions; the Landlord's belief as to what constitutes fair rental value; and/or any other fees, costs, assessments or service charges that you are required to pay or that the Landlord intends to charge during the term of the lease.

(d) **How pass-through charges are assessed.**

If there are any costs or assessments that the Landlord intends to pass through to you as a tenant, such amounts will be assessed on a pro-rata basis, calculated by dividing the total costs by the number of manufactured home spaces in the Community. The Landlord will provide to you notice of the amounts due, the calculation of the amounts, and a reasonable period of time for the payment of the amounts.

(e) **History of Utility Charges Payable to Community Owner/Landlord.**

The utility fees charged for your manufactured home space paid to the Landlord during the previous twelve months, are as follows: None.

(f) **Optional Service Charges.**

The following charges are applicable to services that Lessees may elect to incur:

*Pool Fees for Guests:* \$1.00 per guest per day

*Clubhouse Rental Fees:* \$25.00 rental fee plus \$100.00 deposit and insurance

coverage

(g) **Rent History.** The rent history of Hidden Springs for the last three years

is as follows, for each of the two types of lots:

	<b>Interior Lot</b>	<b>Corner or Perimeter Lot</b>
2015	\$424.00/mo	\$440.00/mo
2016	\$435.00/mo	\$450.00/mo
2017	\$445.00/mo	\$460.00/mo

(h) **Community Rules & Regulations.**

You hereby acknowledge receipt of a copy of the Community's Rules and

Regulations. In the event of any change, revision or amendment to the Regulations, the Landlord will provide reasonable notice to all tenants and will post such change, revision or amendment in the public portion of the Community office of other conspicuous and readily accessible place in the Community.

(i) **Outstanding Citations.**

There are no outstanding citations by any Federal, State or local governmental agencies that require the Community Owner to take corrective action.

If there are any inconsistencies between this Addendum and the Lease, this Addendum shall control.

I hereby acknowledge receipt of this Addendum.

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