

# Rolling Hills Community

A Weber Properties community

## LEASE

This Community was designed and planned for your enjoyment. It is the sincere desire of the Community management (Lessor) to make this a beautiful, comfortable, healthy, safe and enjoyable place for you, your family and your neighbors. To achieve a basic understanding between you the Lessee and Community management (Lessor), the responsibilities of each are set forth clearly and mutually agreed to below. This Agreement establishes certain conditions which are necessary for good community relations and are based upon impartial application and compliance in order to insure both Lessee and Community management (Lessor) against any situation which would deny these rights.

No rule or guideline shall be established which cannot stand the test of fairness, reason and logic. This warranty is based equally upon your cooperation and the guarantee of your fundamental rights.

This **Lease Agreement**, hereinafter "Lease," dated, \_\_\_\_, 2022, by and between Weber Properties, hereinafter "Lessor" AND \_\_\_\_\_ hereinafter "Lessee".

In consideration of the mutual covenants herein expressed, and in compliance with ACT 261 of The General Assembly of the State of Pennsylvania, governing the relationship between Lessee and Community management (Lessor), **the parties hereto agree as follows:**

### 1. PARTIES BOUND

This Lease will be binding upon the parties hereto and their heirs and executors.

### 2. PROPERTY

Community management (Lessor) hereby rents to Lessee and Lessee rents from Community management (Lessor), Manufactured Home Space #\_\_\_\_\_ in the Community.

### 3. MANUFACTURED HOME DESCRIPTION

Lessee agrees to place and/or maintain the manufactured home of the following description on the space:

Make \_\_\_\_\_ Year \_\_\_\_\_ Vin \_\_\_\_\_ Color \_\_\_\_\_

### 4. TERM

This Lease shall be for a period of ONE (1) MONTH beginning on the first day of \_\_\_\_\_ 2022. In the event Lessee occupies the manufactured home space prior to the beginning date, the rent for such prior occupancy shall be prorated.

### 5. RENTAL AMOUNT

The monthly rental to be paid by Lessee unto Community management (Lessor) is as follows: Monthly rent for the manufactured home space is \$365.00, plus, as additional rent, charges if any included in the Disclosure of Fees document attached hereto. Rent may be increased during any subsequent automatic extension or renewal period upon thirty (30) day written notice of the same provided that said increase does not exceed the consumer price index or equivalent.

### 6. PAYMENT PROCEDURE

Payments are to be mailed or E.F.T. to the office or other location as directed by Community management (Lessor) from time to time.

## **7. RENTAL DUE**

Payments are due on or before the first day of the month. Other charges and fees are due upon billing.

## **8. LATE CHARGE**

If Lessee fails to pay Community management (Lessor) the monthly rental on time, the Community management (Lessor) may collect as additional rent a penalty fee for late payment if the rent is more than seven days overdue.

## **9. RENEWAL OF LEASE**

At the end of the initial term and all subsequent terms this Lease shall be automatically renewed for an additional term of one month subject to any modifying provisions by Community management (Lessor) unless either party shall *notify the other in writing* a minimum of one month prior to the expiration of the rental agreement that the *party does not intend to renew*. All Leases are to terminate at the end of the standard rental period [last day of month].

*i.e. one month notice received Oct. 4, begins November 1 and ends November 30.*

## **10. HOLDOVER REMEDIES**

Whenever the term of the Lease expires, if the Lessee continues in possession of the manufactured home space after the date of termination of the Lease without the Community management's (Lessor's) written consent, the Community management (Lessor) may recover from the Lessee an amount equal to *double the daily rent* under the previous agreement, for each day the Lessee remains in possession and the Community management (Lessor), may in addition, bring an action for possession and damages caused by the holdover.

## **11. FIRST MONTH'S RENT**

Lessee agrees to pay Community management (Lessor) in advance the first month's rent as stated herein. Said payment shall not be due or received until five days after the last date and time noted on the receipt for the Policy and Fees Disclosure document.

## **12. TRANSFER OF LEASE**

Subject to Community management's (Lessor's) right to accept or reject the proposed new Lessee on the same basis by which he accepts or rejects any new Lessee, this Lease will be transferable from Lessee to any person to whom he may transfer title to his manufactured home at any time during the term of the Lease after application to and acceptance by Community management (Lessor). The new Lessee will assume all of the duties and obligations of the original Lessee, and those of the Community management (Lessor) to the Lessee will remain as to the original Lessee for the remainder of the term of the Lease. Failure on the part of the original Lessee to notify the Community management (Lessor) for review five (5) days prior to the transfer of the title to a new Lessee, may be grounds for termination of the Lease and removal of the home.

## **13. TERMINATION OF LEASE**

This Lease may be terminated prior to the stated expiration date in the Lease as follows:  
Community management (Lessor) may, any time after rent is overdue, demand payment thereof and notify the Lessee in writing that unless payment is made within a time specified in the notice the Lease will be terminated. If the Lessee remains in default, the Community management (Lessor) may thereafter terminate the Lease and bring any proper legal action or suit for recovery of rent due and a summary proceeding for eviction may be commenced.

If Lessee breaches any policy or agreement of the Lease, the Community management (Lessor) shall notify the Lessee of the breach. Such notice will substantially specify the rule allegedly breached and advise Lessee that if the violation continues the Community management (Lessor) may terminate the Lease and bring summary proceedings for possession of the manufactured home space.

In accordance with the Landlord and Tenant Act, Article V, Section 501e, Community management (Lessor) and Lessee agree that Lessee waives the requirement of Notice to Quit which provides for notice when a resident is legally evicted as provided under Section 3 of the "Manufactured Home Community Rights Act."

**14. OBLIGATION OF THE LESSEE**

Lessee hereby agrees that they will abide by the Policies and Guidelines as attached hereto, as well as any additional or amended Policies and Guidelines provided written notice is provided. Violations of these Policies and Guidelines shall constitute a breach of this Lease and be grounds for eviction. All Policies and Guidelines are acknowledged to be conditions of this Lease.

**15. COLLECTIONS**

In addition to any fee, charge, rent, or debt owing to Lessor under this Lease, the Lessor shall be entitled to collect from the Lessee all of its actual and bona fide expenses incurred as a result of a breach of this Lease by the Lessee, as a result of a violation of the Rules and Regulations (Policies and Guidelines) adopted hereunder by the Lessee, and/or in the context of enforcing the terms of this Lease, including but not limited to its actual court costs, litigation expenses, and reasonable attorney fees, to the fullest extent permitted by law. The Lessor shall also be entitled to collect from the Lessee any fee, charge, rent, debt, or damages incurred relating to Lessee's improper holdover, abandonment of the manufactured home, or Lessor's storage or removal of Lessee's manufactured home, to the fullest extent permitted by law.

**16. SET-UP AND CONNECTIONS TO COMMUNITY SYSTEMS**

Set-up of the home and connection to water, sewer and electric is by service/set-up personnel selected by Lessee at Lessee's expense. Lessee must ensure that competent, qualified personnel follow applicable health, safety, building codes and in compliance with PA Manufactured Housing Improvement Act.

**17. LESSEE HEREBY ACKNOWLEDGES**

**A. Lessee acknowledges RECEIPT AND REVIEW of this lease AND the following exhibits:**

- WEBER 1 Lease
- WEBER 2 Application
- WEBER 3 Policies and Guidelines
- WEBER 4 Rent Charges Fees Disclosure
- WEBER 5 Policies and Fees Disclosure Cover Sheet
- WEBER 6 Policies and Fees Disclosure Receipt
- WEBER 7 Privacy Policy and Fair Credit Notice
- WEBER 8 Lessee Seller Disclosure and Receipt
- WEBER 9 Lessee Data form
- WEBER 10 Act 261 Important Notice

**B.** That Lessee has provided the information required in the Lessee Data Form and is responsible for updating this data as changes occur.

**C.** That Lessee is aware that the term of payment is monthly on or before the first.

**D. APPROVALS**

*Manager to list required approvals (pets, construction, changes, etc.,) here:  
Future approvals must be added to both copies (Lessee's and Lessor's) of this Lease.*

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**18.** Designated notification recipient lessee: In accordance with Act 261 the below listed Lessee is designated to be the official recipient of all required notices pertaining to this Lease.

Designated Lessee: \_\_\_\_\_

Mailing Address \_\_\_\_\_

**19. THIS LEASE SHALL HAVE NO FORCE OR EFFECT UNTIL FIVE DAYS AFTER THE LAST DATE AND TIME NOTED ON THE ATTACHED RECEIPT FOR THE DISCLOSURE DOCUMENT REQUIRED BY ACT 261.**

**I understand and agree** to the terms of this Lease and acknowledge receipt of the documents and information listed above.

LESSEE \_\_\_\_\_ Date and Time \_\_\_\_\_

\_\_\_\_\_ Date and Time \_\_\_\_\_

\_\_\_\_\_ Date and Time \_\_\_\_\_

**LESSOR (SIGNATURE REQUIRED)** \_\_\_\_\_ Title \_\_\_\_\_

LENDER INFORMATION:

COMPANY \_\_\_\_\_ LENDER PH \_\_\_\_\_

ADDRESS \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

\_\_\_\_\_ LOAN NO \_\_\_\_\_