

EXHIBIT A

IMPERIAL COMMUNITY RULES AND REGULATIONS

ALL LEASES ARE MADE SUBJECT TO THE FOLLOWING RULES TO ENSURE THE HEALTH, SAFETY AND UPKEEP OF THE COMMUNITY AS A WHOLE. THESE RULES WILL BE STRICTLY ENFORCED. **RESIDENTS AGREE TO ABIDE BY AND OBEY THE FOLLOWING RULES AND REGULATIONS.**

A. REGISTRATION AND RENT.

1. All persons who wish to be considered for residency in the Community must complete a credit application and any other necessary papers.
2. All Residents must register, in the main office, the make, size, year, serial number and the township permit of the Resident's manufactured home, as well as the certificate of title for the home.
3. No person may reside in the Home unless he/she is listed as an occupant on such forms as the Landlord may require.
4. If guests or visitors remain overnight in a Resident's home so frequently as to increase the number of persons normally living within the home, Landlord will increase that Resident's rent to conform to the rent paid by other Residents in the Community with the same number of members of the household. Such overnight guests or visitors shall be considered Residents, and must apply for registration. The following shall be evidence that a guest or visitor is living in a home:
 - (a) The visitor/guest maintains or stores items of personal property in the home;
 - (b) The visitor/guest receives mail in his/her name at the home;
 - (c) The visitor/guest has a telephone number listing for the home;
 - (d) The visitor/guest regularly (for example, 14 days in a month) enters the home without the Resident being present;
 - (e) The visitor/guest has a key to home; and
 - (f) Any other fact or conduct which indicates the visitor/guest intends the Resident's manufactured home to be the visitor/guest's home.

B. FEES/CHARGES.

1. A \$25.00 fee will be charged for each certified letter written due to rule or rent violations, or any similar violation.
2. Landlord reserves the right to maintain any lawn that is neglected at a minimum charge of \$35.00.
3. Landlord reserves the right to charge a [\$35.00] per hour fee for removing snow from Residents' driveways, walkways, roofs, etc.
4. \$25.00 per extra vehicle. \$25 per extra person.
5. \$100.00 fee will be assessed for administrative fee any Landlord/Tenant Complaint filed for Against the resident, if Lessor received Judgment at the hearing.

C. TRAFFIC AND VEHICLES.

1. All Residents, their family, agents, employees, social guests or invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. Parking of vehicles in other than designated

parking areas is prohibited. Residents will be held responsible for any failure to comply with the parking regulations.

2. Parking areas may be used only for properly tagged, registered, functioning and authorized motor vehicles. Any vehicle which does not comply with these requirements will be towed away by Landlord at the vehicle owner's risk and expense. Resident agrees to remove his/her vehicles from the parking areas promptly upon the expiration or termination of residency.
3. The speed limit in the Community is [ten] miles per hour
4. No person may operate a motor vehicle in the Community without a valid operator's license. No motor vehicles may be repaired or overhauled in the Community.
5. In order to conserve the Community's water supply, no cars or other motor vehicles may be washed in the Community.
6. Overnight parking of commercial vehicles in the Community is prohibited, unless the prior written consent of Landlord is obtained.
7. With the exception of equipment operated for the maintenance and/or improvement of the Community, the following are not permitted at any time in the Community: (1) mini-bikes; (2) dirt bikes; (3) dune buggies; (4) go-carts; (5) 3-wheelers; (6) 4-wheelers; (7) snow mobiles; (8) immobilized or disabled vehicles; (9) vehicles over 3/4 ton in gross vehicular weight; and (10) unregistered vehicles.
8. The following are permitted within the Community by special permission of Landlord only: (1) motorcycles; (2) mopeds; (current insurance copy must be on file in the office); and (3) Recreational Vehicles (may be brought in for loading and unloading only, for a maximum of 12 hours).
9. No Resident may park or store (or permit to be parked or stored) motor vehicles, motorcycles, golf carts, or lawn mowers on patios or lawns within the Community.
10. Each Resident is responsible for maintaining his/her yard and parking areas, including snow removal. Walkways, patios, driveways, and access to fuel and gas tanks must be cleared of snow promptly to facilitate services and deliveries to the home. Snow removed from a site or from parked cars may not be placed on cleared streets. During the period from [October 15 through March 15], all cars must be parked in parking spots to facilitate snow removal.

D. LAWNS AND LANDSCAPING.

1. All lawns must be cut and trimmed at all times. Shrubs, trees, flower beds, and other similar items must be maintained at all times. Leaves must be raked and put into heavy duty plastic bags, which will be collected by Landlord.
2. Due to the need to conserve the Community's water supply, lawn watering is not permitted, nor may garden hoses be used to water shrubs, trees, flowers or other similar items unless Landlord's prior written consent is obtained.
3. In order to protect the Community's underground utility lines, Resident must obtain Landlord's written consent before doing any of the following: (1) planting anything in the ground on Resident's site or within the Community; (2) driving stakes, signs, posts, fences or any other similar item into the ground on Resident's site or within the Community; and (3) placing any underground storage tank on Resident's site or within the Community.
4. Anything planted in the ground on a manufactured home site, whether such planting is done by Landlord or the Resident, shall be the property of the Landlord. Residents moving from the Community may not remove planted items from a site unless Landlord's prior written consent is obtained.

E. UTILITIES.

1. Each Resident is responsible for keeping the site's water and sewer connections from freezing. For example, each Resident must ensure that the heat tape on the site's water line is turned on and working by [October 15th] of each year.
2. Each Resident is responsible for maintaining tight drain connections to sewer outlets located at the Resident's home.
3. Leaking water faucets, toilets, outside water spigots and other similar items must be repaired by Resident immediately.
4. In order to protect the Community's sewer lines, the following may not be flushed down drains: (1) tampons, sanitary napkins, or any other sanitary product; (2) liners or disposal-type diapers; (3) birth control devices; (4) cleaning towels (cloth or paper); (5) facial tissues; (6) garbage or food scraps; and (7) metal, wood, fabric, plastic, rubber or other similar materials. Such items must be deposited in the garbage. Please report any malfunction of sewer drain and water systems to the management immediately. Repair required by violation of this rule shall be at the Resident's expense.
5. In order to protect the Community's sewer lines, only biodegradable detergents and laundry products may be used to wash clothes or laundry in the Community.
6. Only Landlord or Landlord's authorized representatives may work on the utility hook-ups below ground level and service lines which connect the home to the utility source.
7. Backflow preventers must be installed whenever a water hose is connected to a faucet which is part of the Community's water system. In addition, backflow preventers must be installed whenever a situation arises which could result in water being siphoned or drawn into the Community's water system. Residents are required to inform Landlord of the existence of situations which might result in water being siphoned or drawn into the Community's water system.]

F. IMPROVEMENTS.

1. In order to protect the health and safety of the residents, and the overall appearance and upkeep of the Community, all existing and new manufactured homes within the Community must be maintained in the best of condition at all times. For example, the following must be maintained in the best of condition: (1) all manufactured home equipment, such as awnings, hitches and tie-downs; (2) air conditioners; and (3) utility sheds, enclosures, additions and other similar items. To ensure that this standard is met, all improvement materials and the manner of their installation must be approved by Landlord prior to installation. Landlord, at its option, may require any Resident to remove an improvement made without prior approval, which removal shall be at the Resident's expense.
2. All manufactured homes and porches must be skirted within [thirty (30)] days after the home or porch enters or is installed in the Community.
3. All Residents must obtain Landlord's written approval before undertaking any exterior improvement to the manufactured home or site. In addition, all Residents must obtain Landlord's written approval before undertaking any interior improvement to the home which might affect the safety of the home or Community, or the health of Residents. Examples of interior improvements which would require Landlord's written approval include improvements which relate to the electrical or plumbing systems in the home. By contrast, a Resident may decorate the interior of the home without obtaining Landlord's written approval.
4. All exterior improvements, and all interior improvements for which Landlord's written approval would be required, must comply with all applicable laws and/or regulations. Approved improvements must be performed during normal working hours and be completed within the amount of time specified by Landlord. Such improvements must be made only by licensed, registered, and qualified workers with proper registration and licenses and insurance coverage. A copy of such insurance must be on file in the Community office.

5. Subject to Landlord's written approval, each Resident is permitted [one] shed per site, of a size not greater than 8 x 10. All sheds must be [constructed with materials consistent with the home].
6. No car ports are permitted on a site.
7. Window air conditioners must be installed with supports. wood framing from the ground level is not permitted. No window air conditioner may be installed on street side windows.
8. Clothes lines must be [of the rotating pole wash line variety].

G. MAINTENANCE.

1. The manufactured home site must be kept clean and neat at all times. Nothing (with the exception of lawn furniture and other similar items) may be stored on or under patios, in the rear of the manufactured home or around the outside of the home. Nothing may be stored under a home except the home's detachable hitch, tires, and axles. The original wheels, tires, axles, and hitch of the home must remain with the home.
2. Trash and garbage will be collected once a week in accordance with the requirements of the sanitation service, as listed on the attached sheet. Refuse containers must be placed on the edge of the lawn by the street the evening before pick-up. Refuse containers must be stored at the rear end of the manufactured home and secured so they do not blow over.
3. Unless Landlord's prior written consent is obtained, no supplementary heating devices are permitted in any home, including but not limited to the following: (1) kerosene heaters; (2) wood stoves; (3) space heaters; (4) gas heaters; (5) electric heaters; and (6) camp heaters. These heating devices and their fuel constitute a grave fire hazard. Storage of any flammable substance within or about the home or in the Community is prohibited.
4. Open fires are not permitted at any time, at any location in the Community. Resident may have a fully contained, fully supervised fire of the following two types: a. charcoal or gas grill; If the home has a heating system requiring firewood or pellets, Resident must store or neatly stack them next to the shed or to the rear of the home on the home site.
5. No concrete/cinder block may be used as a step.
6. No underground or above-ground storage tanks are permitted on any manufactured home site unless with the prior written consent of Landlord.
7. No antennas or satellite receivers are permitted on a manufactured home site without the prior written consent of Landlord.
8. All homes must be numbered with 3 inch numbers, with the numbers facing the street.

H. INSTALLATION/SALE/REPLACEMENT OF HOMES.

1. All homes must be installed in accordance with all federal, state, and local requirements. In particular, all homes must be installed in accordance with United States Department of Housing and Urban Development ("HUD") guidelines for the setting and anchoring of manufactured homes, as contained in the HUD Manufactured Home Consumer Manual. In the event that the management does not install a home, the management reserves the right to:
 - (a) supervise the installation of the home in the Community in order to ensure compliance with the above requirements; and
 - (b) charge the resident a fee of [\$50.00] per hour for such supervision. The supervision fee shall not exceed [\$250.00] (i.e. five (5) hours of supervision), and shall be subject to calculations in quarter-hour increments (i.e. one and one-quarter hours of supervision = [\$62.50]).

2. Consistent with applicable law, each Resident has the right to sell his/her home. However, Landlord reserves the right to approve the purchaser of the home, although this approval may not be unreasonably withheld.
3. A Resident may place one "For Sale" sign on the Resident's home and one "For Sale" sign on the manufactured home site. However, Landlord reserves the right to approve the size and location of these signs.

I. GENERAL.

1. All Residents must perform all their obligations under their respective lease agreements with Landlord. Any breach of a lease agreement by a Resident shall be a violation of these Rules.
2. Each Resident's site is private property and may not be used as a thorough-fare from one site to another. However, Landlord, for itself and for those acting on behalf of Landlord, reserves the right to enter any site at any time.
3. No one may operate any type of business within the Community. No advertising or business signs are permitted within the Community.
4. No peddling or soliciting is permitted within the Community. Residents are requested to notify Landlord immediately if any peddling or soliciting occurs in the Community.
5. Residents may invite to their homes vendors, such as tradesmen, delivery persons and other suppliers of goods and services. However, these vendors may not provide goods and services within the Community [before 7:00 a.m. or after 10:00 p.m.], except in the event of an emergency.
6. In order to protect the safety, comfort and convenience of Residents of the Community, the following are not permitted within the Community unless Landlord's prior written consent is obtained: (1) loud parties; (2) loud TVs, radios, CD players or any other similar disturbing noise; (3) bows and arrows, BB guns, pellet guns, rifles, or any other similar weapon; (4) fireworks; (5) skateboards; and (6) rollerblades. [No Resident may conduct or permit any vocal or instrumental practice or instruction within a home or within the Community.]
7. All Residents must comply with any subsequent rules which may be promulgated or issued by Landlord for the Community and which are provided to Residents and posted in accordance with applicable law.
8. In case of an emergency: call 911 and give the operator your site number.
9. In order to protect the safety, comfort and convenience of Residents and the upkeep of the Community, parents must provide for the supervision of their minor children at all times.
10. Pools of any kind are prohibited in the Community.
11. If any term, covenant, condition, or provision of these Rules shall to any extent be deemed invalid or unenforceable, the remainder of these Rules shall not be affected thereby, and each term, covenant, condition, and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law.

PETS: NO PETS ARE PERMITTED

I (we) have read the above rules and fully understand my (our) obligations as a Resident in _____.
 Intending to be legally bound, I (we) agree to abide by and obey the above rules and all of the rules established by Landlord.

Resident _____

Date _____

Resident _____

Date _____

EXHIBIT B

IMPORTANT NOTICE REQUIRED BY LAW

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

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

As a lessee, you may be evicted for any of the following reasons:

- (1) Nonpayment of rent.
- (2) A second or subsequent violation of the rules of the manufactured home community occurring within a six-month period.
- (3) If there is a change in use of the community land or parts thereof.
- (4) Termination of the manufactured home community.

As a lessee, you shall only be evicted in accordance with the following procedure:

- (1) A lessee shall not be evicted by any self-help measure.
- (2) Prior to the commencement of any eviction proceeding, the manufactured home community owner shall notify the lessee in writing of the particular breach or violation of the lease or community rules by certified or registered mail.

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

(ii) In the case of a breach of the lease or violation of the community rules, other than nonpayment of rent, the notice shall describe the particular breach or violation. No eviction action shall be commenced unless the lessee has been notified as required by this section, and upon a second or subsequent violation or breach occurring within six

months, the manufactured home community owner may commence eviction proceedings at any time within 60 days of the last violation or breach.

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

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

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

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

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

I hereby acknowledge receipt of this Important Notice.

EXHIBIT C
No. 1996-74

AN ACT

SB1181

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) is complying with the rules of the mobile home park; and*
- (2) is paying the rent due; and*
- (3) desires to continue living in the mobile home park.*

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

- (1) When a resident is legally evicted as provided under section 3 of the "Mobile Home Park Rights Act."*

- (2) *When the owner and resident mutually agree in writing to the termination of a lease.*
- (3) *At the expiration of a lease, if the resident determines that he no longer desires to reside in the park and so notifies the owner in writing.*

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

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

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

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

Section 505. Abandoned Mobile Homes. – (a) If a mobile home is abandoned by its resident for a period of thirty days or more, the owner of the mobile home park or other person or persons responsible for operation of the park may:

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

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

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

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

Thomas J. Ridge