

COMMUNITY RULES

Welcome to the Community of Fox Chase Village! The following Rules have been adapted to ensure that each Tenant has the full benefit and enjoyment of their home and of our Community. These Rules supersede all previous sets of rules.

These rules and regulations are to be effective from this day forward and until such time as they may be amended. Amendments to these Rules may be made from time to time by Management, and will become effective after proper statutory notice is given to Tenants. Please note that upon inspection at the discretion of park representative(s), anything deemed to be an unacceptable lot/home appearance and/or deemed to be a health and safety risk will be considered a violation of the Lease and Rules and Regulations, even though they may not be specified below, and will be subject to the same consequences. Current violation fines, as well as other fees and charges, can be found on the Community Rate Card, which can be obtained by contacting the Community office.

TERMS USED IN THIS DOCUMENT

1. The "Community" or "Park" is defined as the property in which the Tenant's home site or slip is located
2. "Management" is defined as the landlord, property owner, management company, and all employees, contractors, and subcontractors employed by any of the above
3. A "Tenant", sometimes referred to as a "Homeowner," is defined as the owner of a manufactured home, boat, or RV, and is the leaseholder
4. An "Occupant" is defined as anyone who resides in the Community, including Tenants and any other individuals who live with Tenants
5. A "Visitor" or "Guest" is defined as anyone who does not reside at the Community, yet who stays with a Tenant for a temporary stay for a period not to exceed fourteen (14) days.

TENANT APPLICATION, BACKGROUND CHECK, SECURITY DEPOSIT, ENTRANCE FEE

1. All adult applicants for occupancy must complete a New Tenant Application or be listed on another person's application. All adult applicants must submit to background checks. Management reserves the right to approve or deny each applicant's application based on the information obtained in the New Tenant Application and results of the background check. No person over the age of 18 may move into the Community before being approved by Management. Occupancy prior to Management approval shall be grounds for immediate removal from the Community.
2. A non-refundable application fee of \$50 per person over 18 years of age will be due with all applications.
3. Each tenant is required to pay a security deposit, equal to one month's rent, and is payable prior to occupancy. Security deposits held by management will be refunded only after all the following conditions have been satisfied: a) 30 days' notice of intent to vacate is given to Park management, b) mobile home is removed from lot, c) lot is left in as it was received – in neat and good condition. If an existing home is sold, the security deposit will not be refunded until the prospective tenant has been approved, the home is sold, and their security deposit plus first month's rent have been paid.
4. Once approved, all adult Tenants must sign a Lease Agreement and agree to abide by these Rules.
5. Home occupancy guidelines are as follows:
 - a. 1 bedroom home: No more than 2 occupants
 - b. 2 bedrooms home: No more than 4 occupants
 - c. 3 bedrooms home: No more than 6 occupants
6. The names of all Occupants in the home must be listed in the Lease Agreement. Failure to notify Management of a change in Occupants may result in termination of tenancy.
7. It is the responsibility of the Tenant to ensure they, their Occupants, and their Visitors comply with all Rules
8. Homes owned by Tenants may be sublet at the sole discretion of Management
9. The Community will abide by all Federal and State Fair Housing laws and will not discriminate against a person in the terms, conditions, or privileges of sale or rental of a dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status.

PAYMENTS, LATE FEES

1. Payment of rent and all other charges on each Tenant's account (including, but not limited to, pet fees, service charges, storage fees, outstanding late fees etc.) is due on the **first (1st) day of each month**. Payment will be considered received on the day it is electronically deposited. Any payments received after the fifth (5th) of the month will be assessed a late fee of \$50.00 or 5% of the base rent charge, whichever is greater. A bounced payment or check returned for insufficient funds, will be assessed a \$45.00 fee.
2. Payments can be made online through the Tenant Portal, OR by ACH, OR through the rmResident mobile app, OR over the phone by calling our office OR in cash or other accepted method at any CheckFreePay location (i.e. Kmart, Walmart, etc.) by using your Zego ID number - convenience fees may apply. No payments made by check, money order, cash, cashier's check, bank draft, or any other paper method of payment will be accepted.

LOT & HOME MAINTENANCE

Tenants are required to maintain their homes and home sites to Community standards. Failure to do so will result in Management having to bring a Tenant's home or home site up to standard, with all costs passed on to the Tenant.

Anything that significantly alters the lot or tenant's home, including but not limited to additions, plumbing, electrical, decks, patios, fencing, landscaping, grading or construction of any kind, requires Management review and approval prior to any work being done. A building and/or renovation request containing items such as plans, pictures, materials, size and location must be submitted for Management review. Anything built or installed without Management approval runs the risk of removal at the tenant's expense.

Community standards for homes and home site maintenance are as follows:

1. HOMES:

- a. General Exterior Maintenance
All manufactured homes must be in a clean, safe, and structurally sound condition. The exterior of the home must be kept free from visible damage, deterioration, neglect, or conditions that negatively impact the appearance, safety, or value of the community.
- b. Exterior Siding, Trim, and Finish
Exterior siding, cladding, and trim must be intact, securely fastened, and in good repair at all times. All exterior surfaces must be properly painted or finished and maintained as needed to prevent peeling, fading, rot, rust, exposed materials, or other visible deterioration.
- c. Doors and Windows
All exterior doors, including front and rear screen or storm doors, must be present, functional, and maintained in good condition. Doors, frames, and windows must be properly installed, secure, and maintained in a neat and orderly appearance. Temporary window insulation materials such as towels, blankets, plywood, or similar items are not permitted.
- d. Skirting
Skirting is required around the entire perimeter of the home. Skirting must be securely installed, gap-free, and maintained in good repair. Skirting must be painted or finished as necessary to prevent deterioration and maintain a clean, uniform appearance.

2. LANDSCAPING:

- a. Tenant Responsibility
All landscaping located on individual home sites, including lawns, trees, shrubs, plantings, and ground cover, is the responsibility of the Tenant unless otherwise specified by Management.
- b. Yard Maintenance
Home sites must be kept neat and orderly at all times. Tenants are responsible for regular mowing,

trimming, and general upkeep. Yards must be kept free of leaves, trash, branches, weeds, and other debris.

c. Storage Restrictions

The accumulation or storage of wood, brush, yard waste, or similar materials on home sites is prohibited unless expressly approved by Management.

3. DRIVEWAYS:

a. Permitted Use

Driveways are for parking of passenger vehicles and light trucks only. The parking or storage of commercial vehicles, trailers, recreational vehicles, boats, heavy equipment, or inoperable vehicles is prohibited unless prior written approval is obtained from Management.

b. Condition and Cleanliness

Roads, driveways, and parking areas must be kept clean and free from gas, oil, transmission fluid, or other vehicle-related leaks. Tenants are responsible for promptly addressing vehicle leaks and will be held liable for any damage to pavement or surfaces caused by such leaks.

c. Driveway Maintenance

Tenants are responsible, at their own expense, for maintaining their individual driveways in good condition, including repairing cracks, potholes, and surface deterioration, unless otherwise agreed to in writing by Management.

4. SHEDS:

a. Garages and Carports are not permitted.

b. Small storage sheds are accepted with Management approval. One (1) storage shed per lot is permitted.

c. Sheds must conform with all applicable city codes and guidelines.

d. Size permitted will be based on the home lot size and existing structures. No shed larger than 10'x12'x8' will be permitted.

5. Fences are permitted with Management approval.

6. Jacuzzis, built-in pools, and above-ground pools are prohibited in the Community. Small pools may be allowed with Management approval, providing there is no disturbance to surrounding tenants.

7. Trampolines are prohibited in the Community.

8. Bike/skateboard ramps are prohibited in the Community.

9. Satellite Dishes are permitted only when directly mounted to the mobile home. Free-standing satellite dishes are not permitted anywhere within the Community.

10. Umbrella-style folding clotheslines are permitted when located behind the home and maintained in good condition. Permanent or unsightly clotheslines are not permitted.

GENERAL CONDUCT

1. Noise must be kept at a minimum between the hours of 10:00pm and 8:00am.

2. All home sites and lots in the Community are private property. Please do not trespass on others' home sites, including their driveways, without their permission.

3. Firearms must be safely and securely stored and discharging of firearms is not permitted in the Community. Discharging of firearms in the Community may be grounds for immediate eviction and termination of tenancy.

4. Firepits are prohibited in the Community.

5. Fireworks are prohibited in the Community.

6. Tent camping is prohibited in the Community.

7. RV camping is prohibited in the Community.

8. The following behaviors are not tolerated and may be grounds for immediate eviction:

a. Public drunkenness, inebriation, intoxication

b. Drug-related criminal activity, meaning the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, store, keep, give or use a controlled substance, as defined in Section 102 of the Controlled Substance Act [21 U.S.C 802]

c. Criminal activity of any kind. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by preponderance of the evidence.

- d. Violence or physical aggression.
- e. Creating a public nuisance, public health hazard, or public safety hazard.
- f. Destruction, defacement, or vandalism of property.
9. All Tenants must comply with all State and local laws. Management will cooperate with law enforcement officers and allow them access to the Community to enforce all applicable laws.
10. Tenants shall not commit any act which would place Management or the owners of the Community in violation of any applicable law or ordinance.

VISITORS

1. Visitors must comply with all Community Rules. Tenants are responsible for the conduct of their Occupants, Visitors, and Guests.
2. Tenants will be held jointly and severally responsible for any damage or nuisance caused by their Visitors
3. Visitors and guests staying more than fourteen (14) days in any calendar year are considered Occupants, and must register with Management and submit to background checks. If they are not approved, they will have 24 hours to leave the Community.
4. Repeat violations of the Rules by Visitors may be grounds for eviction of the Tenant
5. Management reserves the right, in its sole discretion, to bar certain individuals from the Community. Tenants shall not voluntarily allow persons who have been barred from the Community into the Community. To do so may result in eviction and criminal charges.

CHILDREN & TEENS

1. Tenants are responsible for the conduct of children and teens under their supervision, and will be held liable for any damage caused by children and teens under their supervision.
2. Bicycles, tricycles, and toys should never be left in the street, parking lots or common areas.
3. Tenants, children, and teens who use playground equipment and facilities do so at their own risk. Owners and Management will not be liable for any injuries related to the use of the playground or common areas.
4. Golf carts are not permitted unless approved by Management. If approved, carts may not be driven by anyone under the age of 16.
5. Construction areas are off limits to all children; anyone entering a construction zone must follow all rules and safety guidelines.
6. Children must not climb trees, fences, buildings or related structures.
7. Loitering on Community streets or in common areas after 10:00 PM is not permitted.

PETS

All pets must be registered with Management and approved by Management. Management reserves the right to ban certain pets from the Community, and to require the Tenant to immediately remove pets from the premises if they violate these Rules.

1. Breeding animals of any kind is prohibited.
2. No more than two (2) four-legged pets will be allowed per home.
3. No snakes are permitted in the Community.
4. No livestock or farm animals of any kind (i.e. cattle, horses, poultry, goats, pigs and rabbits) are permitted in the Community.
5. House pets which do not disturb residents such as fish, caged birds, etc. are allowed with Management approval.
6. Medium sized dog/s, 25lbs or less are permitted in the Community.
7. All dogs must be on a leash when outdoors.
8. Pets may not run free in the Community. Roaming pets will be captured and sent to a local animal shelter.
9. Tenant agrees to clean up after the pet, and to accept responsibility and liability for any damage, injury, costs incurred for clean up, or other actions arising from or caused by his/her pet.
10. Tenant agrees to register the pet in accordance with local laws and ordinances.
11. Tenant warrants that the pet has no history of causing physical harm to persons or property, such as biting, scratching, etc. and further warrants that the pet has no vicious history or tendencies. Further, all such pets will be timely and properly vaccinated according to local laws and ordinances.

12. The following dog breeds are prohibited from the Community: Pitbulls, Rottweilers, Dobermans, American Staffordshire Terriers, American Bulldogs, and similar breeds.

VEHICLES

1. Tenants must register with all motor vehicles regularly kept or used in the Community with Management.
2. A maximum of two (2) vehicles are permitted per home site.
3. Vehicles may only be parked in the Tenant's designated on-lot parking area or in designated tenant parking. Guest vehicles may only park in the Tenants' designated on-lot parking area or in designated guest parking areas. Parking on streets, one-way roads, grass, sidewalks, vacant lots, or in front of other homes is not permitted at any time. Vehicles may not block roadways, access lanes, or emergency access areas.
4. RVs must be parked in designated RV areas only, with Management approval.
5. No parking or storage of vehicles is permitted on vacant lots.
6. No vehicle repairs or maintenance, including but not limited to oil changes, tune-ups, mechanical repairs, or similar work, may be performed anywhere within the Community.
7. All vehicles in the Community must have valid state registration, valid insurance, and valid inspections. Vehicles without these things will be towed by Management at the owner's expense.
8. If the posted speed limit is not adhered to by the Tenant, Tenant's household members, guests or Visitors, the Tenant will be subject to a violation notice and may be fined by Management. Receipt of three or more violation notices within a twelve (12) month period will subject the Tenant to eviction. Tenants are responsible for ensuring that all household members, guests, and visitors comply with posted speed limits within the Community.
9. Commercial vehicles are prohibited from the Community
10. Management will allow any law enforcement officer to enter the Community to enforce all traffic laws
11. If the Community uses parking passes, passes must be displayed clearly in every vehicle in the Community
12. All-terrain vehicles may be owned by residents but must be stored accordingly, follow storage and parking rules and may not be operated within the Community except for the sole purpose of entering or departing the Community.

INSURANCE & LIABILITY

1. Tenants agree not to use the premises in any manner that would increase the risk of personal injury or liability to the property owner
2. The Community's liability insurance does not cover Tenants' personal belongings or mobile homes. All homeowners must obtain and maintain their own homeowner's insurance, including minimum coverage of \$50,000 for property and minimum coverage of \$100,000 for comprehensive personal liability and must provide Management with proof of coverage. The policy must name the Community as an additional insured.
3. In the event the Tenant changes insurance companies, or the policy expires, the Community must be notified, be named as additional insured on the new policy, and be given a new proof of insurance.
4. WAIVER OF SUBROGATION AND RELEASE: Each Tenant, and every other person residing in the Tenant's home hereby waives and release, all rights, remedies, and causes of action against the Community, for their damages or other losses caused to or sustained by their home, personal property, or other property, due to fire, burglary/theft, vandalism, collapse, flooding, other water damage, weather conditions or any other cause of loss: (a) to the extent such damages/loss are covered by any property or other insurance obtained by Tenant or such other persons, or any other insurance applicable to the Tenant or such persons and/or to their property, or (b) to the extent such damages/losses would have been covered if the Tenant would have procured and maintained insurance required above, except such rights as they may have to any insurance proceeds. A waiver of Subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damage.
5. INDEMNIFICATION AND TENANT LIABILITY: Tenant agrees to indemnify and hold harmless the Community, its owners, and its managers from, and on account of, any and all damage to property or personal injury by fire, theft or accident to any person(s), or to any mobile home or property of any person(s) arising from the failure of Tenant to keep the mobile home and his/her lot in good condition as herein provided, or arising from the negligence of Tenant or a guest or other permitted Tenant including costs of defense. Furthermore, Tenant agrees to pay for all damages of injuries to the Community or other Tenants and their

guests caused by Tenant or a guest or other permitted Tenant, whether by negligence or misuse of the mobile home Community, its facilities, or otherwise including costs of defense.

INSTALLATION & REMOVAL OF HOMES

1. Installation of homes must be in accordance with all applicable statutes, regulations, codes, and ordinances.
2. Installation or removal of homes may only be undertaken by an individual or company that is bonded or insured for damages to the premises. Management will require a copy of the mover's insurance bond and additional applicable documentation before approving the moving of any home.
3. Any home that a current or prospective Tenant wishes to bring into the Community must be approved by Management.
4. The Tenant agrees to be responsible for any damage caused to the property as a result of home moving, and agrees to pay for the cost of any repairs resulting from home moving

SALE OF HOME BY HOMEOWNER

In the event Tenant wishes to sell the mobile home, the following conditions must be met:

1. HOME SOLD AND REMAINING IN COMMUNITY:

- a. Prospective buyers must be fully advised that a tenant application in is required and that the new Tenant must be approved in accordance with applicable state laws, prior to move-in.
- b. The lot and home must meet standards of repair, cleanliness and appearance as determined by Management prior to move out.
- c. Homeowners may be subject to a "transfer fee" when selling a home within the Community. This fee, if applicable, will be communicated in writing to the homeowner.

2. HOME SOLD AND BEING REMOVED FROM THE COMMUNITY:

- a. In the event the prospective buyer intends to remove the home from the Community, both the buyer and the seller must notify park Management and agree to terms before the sale is finalized.
- b. As the buyer in this case is not a tenant, the seller assumes all responsibility for the orderly removal of the home and guarantees his/her intentions to pay for any and all damages which may result from such a departure, including but not limited to damage to roads, signs, shrubs, service connections, etc.
- c. The seller also assumes all responsibility for the complete removal of any debris resulting from the home being removed from the Community.

In the event Tenant wishes to remove their home from the premises, the following rules apply:

- a. Homeowners must provide Management with a written notice of intent to vacate a lot at least thirty (30) days prior to the proposed removal of the home
- b. All rent and charges due to the Community must be paid before the home may be moved
- c. Homeowners are responsible for obtaining all necessary permits related to moving the home
- d. After the home has been removed, the Homeowner must restore the lot to its original condition
- e. The Homeowner assumes full responsibility for any utility disconnection

ABANDONMENT OF PREMISES

If a homeowner abandons, vacates or surrenders his/her home or home site or is dispossessed by process of law, or otherwise; then any personal property, including but not limited to the home remaining on the premises, shall be deemed to be abandoned by homeowner and will be disposed of according to law. Absence from the premises for thirty (30) days after any breach of the agreement by the Tenant shall constitute abandonment.

UTILITIES

1. Tenant is responsible for maintaining and repairing water lines, sewer lines, and electrical lines beyond the meter and under the Tenant's home. Management is responsible for repairs up to the meter on or to the home lot, unless it is deemed that the root cause of the required repair/s are due to tenant negligence, not monitoring or properly maintaining their utilities and service lines.
2. Tenants are responsible for the maintenance, repair, and proper use of all plumbing fixtures, lines, and connections located within or attached to the home. Tenants must provide reasonable access to their lot and home when necessary for inspection, maintenance, or repair of utility systems.

3. Plumbing lines must be kept in good repair. Management reserves the right to inspect inside or outside of homes for leaky faucets and fixtures, upon reasonable notice to the Tenant; and reserves the right to shut off water to the home in the event of a substantial water leak or constantly running water.
4. Management reserves the right to restrict water usage during an emergency period arising from weather conditions, mechanical breakdowns or other demanding circumstances.
5. Do not flush garbage, sanitary napkins, paper towels, contraceptives, disposable diapers (even if it says flushable), grease, fat or any other non-soluble substance in toilets or drains. If a clog, disconnect of a sewer line or damage of any kind is caused by the Tenant or his/her guests, the Tenant will be charged for all costs associated with investigation and repairs.
6. The placement of oil or propane tanks must be approved by Community Management.
7. Homeowners are responsible for the proper installation and maintenance of heating oil or propane tanks. Tanks must be installed to code by a licensed technician. The homeowner may be required to replace the oil or propane tank if it is deemed to be defective. The homeowner is responsible for the cost of environmental cleanup or repairing any damage to the property caused by a Tenant's oil or propane tank.
8. Any permit fees for the installation of oil tanks required by the city are the sole responsibility of the Tenant.
9. The Community hereby reserves the right to install individual water meters on each Tenant's lot, and thereafter to charge each Tenant for his/her own water usage and wastewater discharge. Tenant will receive a prior written notice if and when the Community institutes this practice. In particular, the Community will provide Tenant with prior written notice of its need to have access to Tenant's lot and/or home for the installation of individual meters. Tenant agrees that Management shall be provided such access, which will not be unreasonably withheld by Tenant, and that such installation of meters may be accompanied by a brief interruption to Tenant's water or other services, for which the Community will not be held liable. If and when the Community institutes this practice, the Community, or its agents or assigns will bill Tenants for water usage and waste water discharge, as determined by Tenant's metered usage and the utility/city's prevailing rate(s), which rates Tenant may obtain directly from the utility/city or from the Community upon request, plus the Community's handling charge. Such total charges shall be deemed to be additional rent due on the next date Tenant's monthly rent is due or would have been due. The Community or its agents or assigns shall have the right to enter onto the lot for the purpose of installing, maintaining, and reading the meter and related equipment, and shall have the right, upon reasonable notice, to interrupt service to the mobile home temporarily during any work completed on or relating to the meters. Failure to pay water or wastewater charges, or any other charges assessed as additional rent in a timely manner is considered a breach of the Lease Agreement and may be grounds for eviction.
10. Tenant will not tamper with meters or equipment. Tenant will be responsible for the cost of repairing meters damaged by tampering.
11. The Community shall have no liability for the accuracy of any meters or equipment pertaining to utilities provided to and utilized by Tenant's lot, whether now existing or installed in the future, and the Community disclaims any liability for the accuracy of any and all such meters. Tenant may, not more frequently than one time during any calendar year, request that the Community have a meter calibrated by the utility/city, the cost of which shall be payable by Tenant to the Community in advance. If the results of any meter calibration disclose a discrepancy between the actual and metered services historically provided to Tenant's lot, the meter shall be recalibrated to eliminate the discrepancy but the Community shall have no liability for any amounts paid by Tenant to the Community prior to such recalibration.

GARBAGE

1. If the Community is served by individual trash pickups, trash must be stored in secured garbage cans and placed at the rear of each home between collections. The Tenant shall move trash containers to the street for collection on the morning of collection day. No garbage is to be kept on the street overnight. Within twelve (12) hours after collection, the homeowner must return trash cans to the appropriate storage area.
2. The following items are considered "non-household trash": furniture, tires, appliances, auto parts, metal, skirting, debris, lumber, mattresses, large electronics, televisions, brush & firewood, paint, and hazardous chemicals. These items are not permitted to be disposed of in the Community, except in cases where there is a dedicated dumpster specifically for these items. In those cases, Tenant agrees to pay Management the cost to dispose each of the above items.
3. If Management must remove garbage from the Tenant's lot, a removal fee will be charged to the Tenant.

NON-SOLICITATION & HOME BUSINESSES

1. No peddling, soliciting, commercial enterprise or distribution of any type of product or service is permitted in the Community without prior written approval from Management.
2. No advertising signs or yard signs, including home “for sale” signs are permitted in the Community without prior written approval from Management.
3. No Tenant, Occupant or Visitor may canvas homes in the Community for any purpose whatsoever. Violation of this rule shall be grounds for immediate eviction.

ENFORCEMENT

1. Failure by a Homeowner or Tenant to comply with these Rules or failure to comply with the terms of the Lease Agreement or state or local laws regarding land-leased communities and landlord/tenant relations is grounds for termination of tenancy and eviction
2. In any action to enforce or interpret these Rules or the Lease Agreement, attorney’s fees and court costs will be recoverable by the Community to the extent permitted by law
3. These rules & regulations are incorporated in the lease agreement and made a part thereof

MHC TENANT PROTECTIONS ADDENDUM TO MH COMMUNITY RULES AND REGULATIONS

A. MHC Tenant Protections: Pursuant to that certain MH Community Rules and Regulations and Lot Lease Agreement (for purposes of this Addendum, the “**Lease**”) of the Premises (for purposes of this Addendum, the “**Home Site**”) by and between Landlord (for purposes of this Addendum, the “**Landlord**”) and Tenant (for purposes of this Addendum, the “**MH Home Owner**” and/or “**Applicable MHC Resident**”), the following provisions are added to the MH Community Rules and Regulations (subject to any provisions under applicable law that offer greater protections to the Applicable MHC Resident):

1. MH Home Owner is entitled to a one-year renewable lease term unless there is good cause for non-renewal. “Good cause” includes: (1) violations of law by MH Home Owner, (2) an existing default in the payment of rent by MH Home Owner at the time of Lease renewal (subject to any applicable grace period and cure rights), and (3) serious or repeated violations of the material terms and conditions of its Lease by MH Home Owner.
2. Applicable MHC Resident must receive at least 60-days’ prior written notice of any increase in rent.
3. Applicable MHC Resident is entitled to a 5-day grace period for the failure to timely pay rent and has the right to cure any default in the payment of rent within the cure period set forth in its Lease, if any. Applicable MHC Resident has the right to cure any default in the payment of rent within 5 days after the expiration of the 5-day grace period described above.
4. MH Home Owner is entitled to sell its Manufactured Home to a buyer that qualifies as a new tenant in the MH Community, without having to first relocate such Manufactured Home outside of the MH Community.
5. MH Home Owner has the right to sell its Manufactured Home, in its existing location, within 30 days after eviction by Landlord, subject to Landlord’s right to prevent a dangerous condition or any threat or risk of bodily harm to tenants or visitors of the MH Community, and provided, further, that, nothing in this section prohibits Landlord from exercising any other right or remedy available against MH Home Owner under law.
6. MH Home Owner has the right to (a) sublease, and (b) assign its Lease, for the unexpired term, to the new buyer or sublessee of the MH Home Owner’s Manufactured Home, without any unreasonable restraint, as long as the prospective buyer or sublessee, as applicable, qualifies as a new tenant within the MH Community (including satisfying Landlord’s applicable credit and background checks and any requirements in the MH Community Rules and Regulations).
7. MH Home Owner has the right to post “For Sale” signs that advertise the sale of its Manufactured Home, provided, that, such signs are approved by Management and comply with the MH Community Rules and Regulations.

8. Applicable MHC Resident has the right to receive at least 60 days' notice of any planned sale or closure of the MH Community.

If any of the foregoing requirements violate applicable law (including if applicable law provides a more favorable protection to the Applicable MHC Residents), then such requirement(s) will be deemed automatically void and of no force or effect. The invalidity or unenforceability of such requirement(s) will not affect the validity or enforceability of any other provision of the Lease, and all other provisions will remain in full force and effect.

B. Definitions: When used in this Addendum, the following terms not otherwise defined in this Addendum shall have the meanings set forth below. Capitalized terms used but not defined in this Addendum shall have the meanings defined in the Lease or MH Community Rules and Regulations.

1. "Applicable MHC Resident" means an MH Home Owner and any other renter of a Manufactured Home in the MH Community. For purposes of clarification, "Applicable MHC Resident" does not include (1) an owner or renter of a recreational vehicle (including a park model home) located in the MH Community, and (2) a renter of a residential unit in a building located in the MH Community. "Applicable MHC Residents" means more than one Applicable MHC Resident.
2. "Manufactured Home" means a "manufactured home" as defined in the Manufactured Home Construction and Safety Standards Act of 1974 (42 U.S.C. Chapter 70; 24 C.F.R Part 3280), as amended, and any related fixtures and personal property, and "Manufactured Homes" means more than one Manufactured Home. For purposes of clarification, a "Manufactured Home" does not include a recreational vehicle.
3. "MH Community" means Fox Chase Village.
4. "MH Community Rules and Regulations" means the written rules and regulations governing conduct within and for the MH Community.
5. "MH Home Owner" means a Person (excluding Landlord, any Affiliate of Landlord, and any third-party investor at the MH Community that rents its Manufactured Homes to tenants) who owns a Manufactured Home located or to be located in the MH Community, and "MH Home Owners" means more than one MH Home Owner.

Notwithstanding anything to the contrary in the Lease or in any other document between Landlord and Tenant, the provisions of this Addendum shall control and will govern and supersede all other provisions of the Lease or MH Community Rules and Regulations, except to the extent that the other provisions of the Lease or the other document provide more favorable protections to the Tenant. When used in this Addendum, the terms not otherwise defined in the Lease shall have the meanings set forth in the Addendum.

ENFORCEMENT

1. Failure by a Homeowner or Tenant to comply with these Rules or failure to comply with the terms of the Lease Agreement or state or local laws regarding land-leased communities and landlord/tenant relations is grounds for termination of tenancy and eviction.
2. In any action to enforce or interpret these Rules or the Lease Agreement, attorney's fees and court costs will be recoverable by the Community to the extent permitted by law.
3. These rules & regulations are incorporated in the lease agreement and made a part thereof.