

Healthy Heights Village

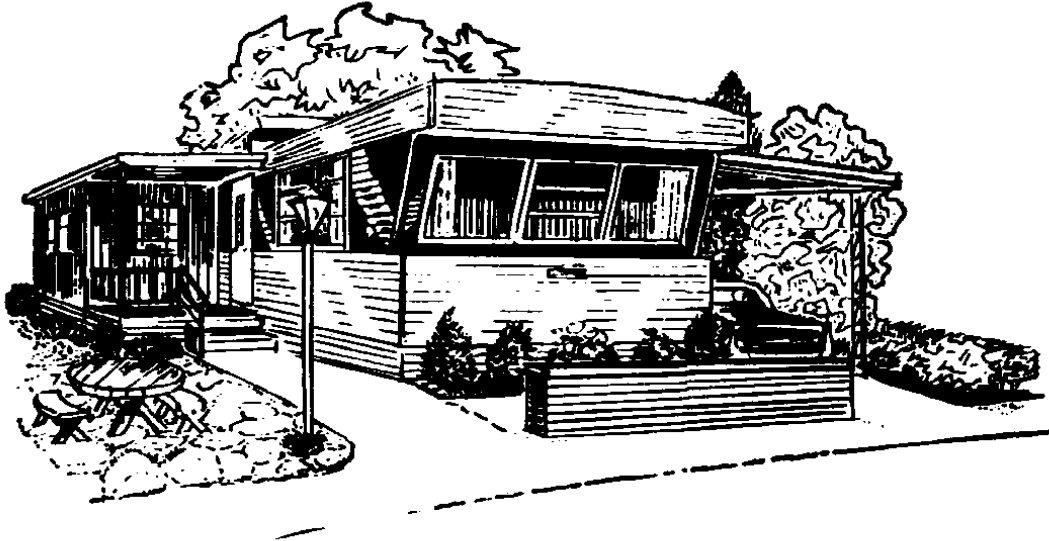
Mobile Home Park

File: Jan 2026

PARK

RULES and REGULATIONS Implemented 2003 (2026 - lease)

Addendum to and part of the Lease (Rental Agreement)



Includes

- Copy of Rental Agreement - Page 14
- Copy of WV Code §37-15 and §55-3B - Page 18

KEEP THIS ENTIRE BOOKLET!

RULES and REGULATIONS

Healthy Heights Village

Mobile Home Community

U.S. Route 119 South

Morgantown, West Virginia 26508

Manager: April Marrara

Cell Phone: (304) 376-5451

Manager's Email: manager@healthyheightsvillage.com

Park Office Location: Lot 34 Healthy Heights Village

Mailing Address:

Giles & Marrara, Inc.

P.O. Box 326

Dellslow, WV 26531

Fax: (304) 329-3488

Community Rules and Regulations

HEALTHY HEIGHTS VILLAGE

Mobile Home Community

The Management declares these rules and regulations to be necessary in order to have a neat, clean and attractive Mobile Home Community of which both Management and residents can be justly proud. Many of these rules are the direct result of State Laws, Health Department Rules, or other Governmental Regulatory Authorities.

The resident must do his or her share to make our community a pleasant, safe, and desirable place to live. You will then be proud to live here, and we will be glad to have you as part of the community.

We have, therefore, established and will enforce the following Rules and Regulations, which are referenced in and made part of the Lease and are in addition to all requirements therein. The Rental Agreement is the Lease including these Rules and Regulations.

As used in these rules, the "Lessee" is any person or persons who has signed a lease or rental agreement with Giles & Marrara, Inc. for a lot. A "renter" or "subtenant", as used here in, is any person or persons who rents or subleases a mobile home belonging to a Lessee. References to tenant or resident refer to both. Giles & Marrara, Inc. may be referenced to as the "park," the "management," or the "park management." References to either gender refer to both. Whether in upper or lower case letter(s), references are the same.

A. ARRIVAL, DEPARTURE, SETUP, AND OCCUPATION

A.1 Written applications must be completed and approved prior to the arrival of the resident's mobile home, or the occupancy of any mobile home by any "new" owner(s), or the renting of a mobile home to any "new" renters. The management reserves the right:

- a) To refuse admittance and refund any advance deposits and payments to anyone whose mobile home is not acceptable in appearance and condition
- b) To refuse admittance to any person(s) whose references or history make such person(s) a possible liability to the park or source(s) of dissension within the park
- c) To refuse to accept further rent from and to cancel the lease of any person or persons who does not maintain his mobile home or his lot in a clean, satisfactory condition, does not abide by the Lease including these Rules and Regulations, does not follow Park Management directives or does in any way obstruct or hinder any Park employee in doing his job.

A.2 Rents are payable in advance. **Any grace period for late payments of rents, fees, or service charges is at the discretion of the park management.** Contact park management to determine current grace period, if any. Excessively or continually delinquent payments will not be tolerated. Any discounts, service and accounting fees, or interest charges are found in the Lease referencing these Rules and Regulations. Discounts are given only at the discretion of Park management and any violation of the rules and/or lease occurring at any time is grounds for the loss of grace period and/or loss of any discounts and this loss may span multiple months depending on the violation.

A.3 **No subletting, renting, occupation by other than the Lessee, or occupation** by more than one family will be permitted, except with the expressed written approval of and written agreement with the park management. In case of selling the mobile home, the new occupant or renter must be approved by the management in advance. The park management requires a thirty (30) day written notification prior to the selling of a home even if a mobile home is to be sold and is to remain in the park since this evolves a termination of tenancy of the current leaseholder. If permitted to remain in the Park, new owners are required by State Law to enter into a written agreement (this lease) with the Park prior to taking up residence. Consult West Virginia Code Chapter 37, Article 15 for more information on your rights and obligations under Law.

A.4 Except for sewage and water, the tenant will make his own application for all other utilities such as telephone, electric, natural gas, garbage collection, and TV cable and pay all statements rendered by said companies. Further, excessive water use (defined as more than twice the average use per tenant of a normal month) will not be permitted. Pools are not permitted.

A.5 Tenants may have a mailbox furnished by park management through the U.S. Post Office. Contact the Morgantown Post Office for information and to pick up your mailbox key. Tampering or playing with the mailbox is a federal offense and will not be tolerated. Mailbox keys must be turned into the park within 10 days after the tenant has vacated the premises, and the tenant agrees that they will have no mail addressed to them at the mobile home park after the key has been turned into park management.

A.6 All mobile homes in the Park are required to have water "check valves" on the entrance of all fresh or potable water lines. In any case the management is not responsible for, nor does it accept any liability for, damages caused by contained or uncontained water pressure or the lack thereof for any reasons.

A.7 The resident shall be responsible for and bear the cost of proper placement of his mobile home on its mobile home lot and of the proper installation of and maintenance of all utility connections, including any and all required upgrades of service. The Lessee shall bear the burden to show proper compliance with the Park Rules and Regulations concerning proper utility connections when requested to do so by the management. Further, any and all damage or repairs to the Park utilities on any rental space caused by, for instance but not limited to—freezing pipes, negligence, incorrect installation and/or maintenance, etc. will be billed to and paid for by the Lessee as will any damage or repair necessary to any Park utility because of Lessee's actions or negligence. **In addition, the Park Management may optionally bill the Lessee an additional \$200.00 for each of these occurrences which causes or makes necessary an interruption of utility service for any period of time.**

A.8 An approved skirting must be placed around the mobile home immediately as part of setup. Skirting must be completed around the entire mobile home within a week of the home moving into the Park. More time will be given only if the management feels circumstances justify it. All skirting must be maintained in an acceptable condition. Heat tape and insulation will be installed properly on the water line immediately as part of proper setup. **If the skirting around the Lessee's home is not complete and in good repair, or if water lines are not heat taped properly and working, the Lessee will be assessed an additional \$200.00 service fee for that month and all subsequent months until the situation is remedied.**

A.9 Mobile homes must be anchored or tied down to concrete piers or some other anchoring system approved by the park management. There must be at least three (3) tie downs on each side at even intervals or as state law requires. This is the responsibility of the Lessee and is required as part of proper setup.

A.10 No vacant or unoccupied mobile home shall be allowed to remain in mobile home community for more than 30 days, without the expressed written authorization of the Park Management.

A.11 The Park Management shall have the right to disconnect from all utilities and move to a parking area (where no utilities are available) any unauthorized vacant and/or unoccupied mobile home. The expenses incurred by the Park will be recovered before releasing said mobile home.

A.12 Neither trampolines and nor pools are permitted within the Park.

A.13 All requested and required paperwork must be completed and submitted to the Park within 10 days of the paperwork's request and/or requirement or the Lessee is not eligible for the discount and may be subject to fines.

B. GENERAL CONDUCT AND OBLIGATIONS

B.1 Disorderly conduct, abusive language, noisy disturbances, illegal activities, failure to obey any laws or regulations of the United States of America, the State of West Virginia, or disregard of the park Rental Agreement, by the Lessee, by the Lessee's family, agents, guests or by the Lessee's subtenants, shall be grounds for removal of the Lessee from the premises through cancellation of the lease.

- B.2** Children and/or others may not play on empty lots or take short cuts through other residents' lots without the residents' permission. Parents will be held responsible for the behavior of their children and any damages caused by their children. Parents are responsible for the actions of their children under West Virginia Law up to a \$5000.00 limit.
- B.3** The management reserves the right to access onto any and all lots at all times for the purpose of inspection, maintenance, or repair. Such continuous right to access will include the area under the mobile home and any area where utilities may be run to the home. Utility access may not be blocked in any way by fences or other structures, by animal kenneling, and/or any other means. Blocking of such access may lead to the permanent loss of discount and fees.
- B.4** The management shall not be held responsible for accidents, injuries, or loss of property by fire, vandalism, theft, winds, floods, or other causes or natural events which are beyond park management's control. Equipment and apparatus furnished on the grounds are solely for the convenience of residents, renters, and guests. All persons using such do so at their own risk.
- B.5** Tenants or renters shall immediately notify the Park Management of any hazardous conditions as well as any conditions known to be in violation of the park Rental Agreement, or Rules and Regulations.
- B.6** Every Lessee shall be totally responsible for any violations of these rules and regulations, or any additional work, any expenses, and any and all damages caused by an act, willful conduct, negligence, or neglect or abuse by lessee, a member of his family, his guests, his subtenants or anyone employed or contracted by him to work in, on, around, under or to move his mobile home.
- B.7** Any substantial, continuing or repeated violations of the park Rental Agreement by a Lessee or renter especially including but not limited to causing damage to a dwelling or interfering with the comfort or safety other residents or renters shall be grounds for immediate termination of the lease.
- B.8** No alcoholic beverages may be served or consumed outside your own lot; on Park streets and roads; nor at the Park office, parking or other areas.
- B.9** **Any brandishing, display, carry, or use of firearms**, guns, pistols, bows and arrows, cross-bows, or other weapons of any kind as determined by Park Management, is **not permitted** outside of the mobile home, or on any Park properties including lots, roads, field, or woods **except for the sole purpose of moving to and from the owner's vehicle for transporting from his mobile home, carry permit status notwithstanding**. This also includes but is not limited to BB guns, air rifles, air pistols, pump-up or CO₂ rifles or pistols, and slings or slingshots of any sort. Nothing in this rule applies to, or prevents, the actions of any Police agency, Park's private security agents, or Park Management and Personnel in the lawful protection of people or property, or in the enforcement of State or Federal Law.
- B.10** No large parties will be permitted unless prior approval is obtained from the park management.
- B.11** Wheels and axles must be maintained on or under each and every mobile home in the park unless a suitable axle-loan agreement from a reputable company can be shown and approved by park management prior to axle removal. However, wheels and axels must not block utility access and must be at least 5 feet away from all utilities and utility connections.

B.12 Littering on any park grounds or roadways is prohibited. Dumping anywhere on park property will be prosecuted. Fines may also be applied to Lessee's account.

B.13 No excessive or disruptive noises or sounds are permitted at any time. No loud sounds, music or noises of any kind are permitted between the hours of 10 PM and 6 AM. The park management will have sole discretion as to what actions violate this rule.

B.14 **To maintain a congenial park atmosphere, unresolved disputes between tenants or renters that are disruptive to the community ('disruptive' as determined by Park management) will be considered a breach of the park Rental Agreement. As determined by park management, this may require lease termination of any or all parties involved without the necessity of determining blame or responsibility for the dispute.**

B.15 No physical improvements to the Park, except minimum ordinary maintenance, are currently anticipated in the immediate future.

B.16 No peddling, soliciting, or commercial enterprises are permitted anywhere within the community without prior written consent of the management.

C. MOBILE HOME LOTS

C.1 Each Lessee must maintain his own lawn and yard area in a neat, clean, and safe manner. The yards of every mobile home must be mowed and trimmed completely around them. Any lawn left uncared for will be mowed and the tenant will be billed. The management reserves the right to enter the exterior premises of any park site or lot at any time to mow the grass, clean up rubbish, or take any other action necessary to maintain park safety or keep the premises in good order and in compliance with Park Rules. Park management will incur no liability at these times, and the park management will charge the Lessee for these services. **Management will have the sole right to determine if any tenant is in violation and in what remedial actions are necessary.**

C.2 As determined by the Park Management, each mobile home, any and all appendages and any and all utility connections must be maintained in a safe manner and continuously present an acceptable appearance.

C.3 Management must approve the planting of all shrubbery. Trees and shrubs should be watered in summer to prevent them from drying out. We encourage the planting of flowers and landscaping; however, at the end of the season, dead flower stalks or shrubs, etc., should be removed to keep lot in an acceptable appearance.

C.4 No storage buildings, additions, structures, fences, etc. may be built unless first approved by the park management. All storage buildings, additions, structures, fences, etc. must be painted, kept in good repair, present an acceptable appearance, and not block any utilities and/or utility connections, and/or interfere with neighboring lots and/or grounds. Management reserves the right to require any such structure to be repaired or removed for non-compliance; and management will give notification on any such requirement. After said notification, the management, incurring no liability, may at its option repair or remove such structure at the Lessee's expense and/or terminate the lease.

C.5 At all times the entire lot space, including but not limited to the area around, under, adjacent or against the mobile home or any structures on the lot, must be kept free of empty bottles, paint cans, boxes, boards, building material, flammable materials or liquids, any un-presentable objects or trash of any kind including animal waste or debris.

C.6 At all times the park management reserves the right to inspect the necessary utility connections, to accept or reject such work, or to require corrections or changes as the park management requires. The tenant shall supply any necessary materials and required labor, or pay for such materials and the work done to acceptably connect all such utilities. Any and all repairs that the park undergoes for a lot shall be charged at a minimum of cost + 25%.

C.7 Storage of boats, travel trailers, ATV's or other any equipment on individual lots is permitted only when done so in a neat appearing manner to be specified and approved by the management. Further, such items may not interfere with the utilities and/or any other tenants. Such items must also not create a hazard of any kind.

C.8 The management, prior to installation, must approve all steps, skirting, awnings, and storage building.

C.9 The park management must approve the installation, placement, appearance, height, and maintenance of outdoor-type TV antennae and receiving dishes prior to installation. The management reserves the right to prohibit or require modifications to any or all overhead obstructions, antennae, or dishes including but not limited to TV, CB, Amateur Radio, or Short-wave to preserve park appearance.

C.10 Clotheslines must be approved by the management.

C.11 If at any time the Park management determines that remedial pest control measures of any kind are necessary, inside or outside of the mobile home, the Lessee will be notified. If the remedial actions are not completed by the Lessee within 10 days, the management may take or have the actions taken and the Lessee shall be billed and shall pay all costs plus 25%.

D. AUTOMOBILES AND OTHER VEHICLES

D.1 Unless park management gives **prior approval in writing**, tenants or renters are permitted to park only two vehicles, cars or pickup sized trucks, in the park per lot rented. A monthly service fee of up to \$50 for each excess vehicle of normal size may be charged. Vehicles of larger size are not permitted except with prior written approval from park management. The off-street parking space on your lot is for you. Do not park on someone else's lot. Do not park a vehicle within 10 feet of any intersection. Cars may not be parked on lawns. Temporary parking for your guest may be the shoulder of the street in front of your lot as long as this does not create a traffic or maintenance problem. Long-term (more than 2 hours) guest parking must be arranged through the management. During winter snow plowing weather or conditions, vehicles must not be parked in the park streets so as to interfere with plowing operations. Vehicles may be towed by the management at the owner's expense to enforce the Lease including any of these Rules and Regulations.

D.2 Motorized, unlicensed or licensed, recreational vehicles such as or like "four wheelers," ATV's, or electric motorcycles, dirt bikes, and/or children's motorize vehicles will not be permitted to be used or driven anywhere within the mobile home park including all streets, roads and fields. Riding lawn mowers will not be ridden up and down the Park streets in play. Non-motorized vehicles (such as children's bicycles) must not be left unattended at any time on the park streets or in any lot that is not leased by such individuals. Vehicles may be impounded by the management at the owner's expense to enforce this rule.

D.3 No overhauling of cars is permitted on any mobile home lot or in the street. Cars that leak oil and/or other fluids will have to be repaired or be removed from the park

D.4 The speed limit in the community of 10 MPH must be observed at all times. Drivers must be alert for children and pedestrians.

D.5 All cars that are inoperable, not licensed or inspected to operate on the highway, or appear to be junk, shall be moved from the park after notification from the management. After such notification, the management may at its option remove the vehicle from the park at the owner's expense and/or terminate the lease. Park management will be solely responsible for determining if a vehicle is permitted to remain in the park.

D.6 Snow removal, plowing, and treatment of park streets, roads, and spaces shall be done by the park management on a best effort basis only. Park maintenance and snowplow vehicles shall be given the right-of-way and road-use courtesy while doing their work. Management assumes no responsibility for snow removal from the Lessee's lot driveways or off-street parking areas.

E. ANIMALS

E.1 Prior written permission must be obtained from the management and management **requirements for registration must be completed** if one wishes to keep pets in the community. Pet registration requires a recent photo of the animal. Dog registration requires a County License Number. Dog and Cat registration requires name and telephone number of the animal clinic for rabies' vaccination verification. All cats must be spayed/neutered and wear a collar at all times. Cats without a collar shall be assumed to have no owner and may be removed from the mobile home park and taken to the Monongalia County Animal Adoption Center/Monongalia County Pound or another animal shelter. No outside pets are permitted within Healthy Heights Village. An outside pet is any pet left outside of the mobile home for any period of time without personal, visible, outside supervision at all times. A pre-approved kennel and/or fenced in area MAY be considered supervision in some circumstances. (Please talk to Park management about how to get a kennel and/or fenced in area approved.) All new litters must be immediately reported to Park Management. **All pet privileges are granted on an individual, animal-by-animal basis by Park Management and may be selectively revoked at any time. Further, problem pets will trigger a charge per incident and will additionally initiate a charge of \$50 per month per pet, pet rent and may be cause for eviction from the Park. Tenants must be present while pets are fed outside. Failure to do such will result in the assumption that tenants are maintaining outdoor pets and/or feeding stray and/or wild animals. The presence of an empty dish on the lot outside will also be considered evidence of maintaining outdoor pets and/or feeding stray and/or wild animals.**

Maintaining outdoor pets or feeding stray or wild animals will result in a permanent loss of discount and a \$100 outdoor pet fee every month. The only exception to this rule is if the tenant is working to reduce the stray animal and/or wild animal population within the mobile home park. All such arrangements must be approved by Park management in advance.

E.2 Pets, if permitted, shall be prohibited to run at large or to commit any nuisance in any area of the park. Lessees shall be responsible for all damages caused by the actions of their pets and/or their renters' pets. Pet owners must conform to all applicable State and County laws, ordinances, and licensing concerning pet ownership.

E.3 All pets must be kept on a leash under supervision at all times while being exercised or in their own yard. **The animal owner must clean up and dispose of properly all animal debris and avoid excessive accumulations of it on his lot. No animal debris or defecation is permitted off the owner's lot. If inadvertently deposited while walking the animal on someone else's lot, on empty lots, streets, or anywhere except the owner's lot, the debris will immediately be cleaned up and properly disposed of.**

E.4 Noisy or unruly pets or those that cause complaints will not be allowed to remain in the mobile home park. **No pet will be permitted to be housed, chained, or fenced anywhere on any lot in such a manner as to hinder or restrict access to the primary entrance to any mobile home and/or the utilities and/or utility connections.**

E.5 Management retains the right to rescind the 'permission' to reside in the park of any pet it considers "unsuitable." The Park reserves the right to turn over to the proper authorities any pet caught running loose, being abused or mistreated, or otherwise causing problems in the Park. **Dogs and Cats must have ID collars** with the County License Number for dogs and the Owner ID for cats.

E.6 The Management reserves the right to require a monthly service fee of up to \$50.00 for any pet residing in the park on an individual, case-by-case, animal-by-animal, month-by-month, basis. Further, the charging of this fee does not affect and/or prevent the Park Management from taking any other actions herein provided. In addition, any cleanup by the Park management caused by pets or pet debris may be billed to the pet's owner or controlling tenant of the pet or lot.

E.7 All cats and dogs must have an up-to-date rabies vaccination at all times. Failure to do so will result in fees and loss of discount.

F. SOLID WASTE DISPOSAL, STORAGE AND FIRE PROTECTION

F.1 The Lessee shall provide for garbage disposal at his own expense. Each Lessee is required to sign a contract or have a contract signed applicable to each rented lot with an Approved Collection Company for garbage disposal.

F.2 Large plastic bags (commonly called garbage bags) shall be used in disposing of all refuse. **All garbage bags must be in a container covered with a lid suitable to keep animals out.** Park Management will determine if such containers are suitable in type, number, and placement. Garbage bags should always be in approved garbage containers and be left at curbside on garbage pickup day. Garbage bags outside a covered container cannot be left outside over night under any

circumstances. County Health Department requires that we enforce these rules. Park Management may dispose of any uncontained garbage or garbage bags at anytime, and the tenant billed accordingly. Said billing will be a minimum of \$75.00 per incident or cost plus 25% (twenty-five percent), whichever is more.

F.3 In order to guarantee uninterrupted sewage and water services, **nothing shall be disposed of into the sewer but bodily waste and bathroom tissue**. Failure to comply with this rule will ultimately require that maintenance and repair costs be passed on to the Lessees in higher rental fees and/or the addition of utility fees. Birth control and feminine hygiene products as well as grease and bones should be disposed of in the regular trash and not in the drains or toilet.

F.4 The space immediately underneath a mobile home may not be used for storage. The space underneath accessory structures such as porches, if permitted, must be approved by the management in writing. If permitted, the following conditions shall be satisfied:

- a) The storage area shall be provided with a base of impervious material with a liquid proof base (a heavy plastic liner is sufficient).
- b) Stored items shall be located so as not to interfere with the underneath inspection of, the maintenance of, or the repair of any utilities or underground lines and may not be within 5 feet of any utility, utility connection, and/or utility line.
- c) The storage area shall be enclosed.
- d) **No pets or animals of any kind shall be housed or permitted in the space underneath mobile homes or accessory structures.**

F.5 No materials that could present a fire hazard or attract insects or rodents is permitted to be stored under or around a mobile home.

F.6 A fire extinguisher shall be kept on the premises of each mobile home that is provided by and maintained by the tenant. Each mobile home shall have at least one smoke detector in good working order in each bedroom. These rules are for the protection of all Lessees. **All emergency situations must be reported by dialing 911.**

G. SUBTENANTS AND RENTERS (Persons who rent or sublease a mobile home belonging to a Lessee)

G.1 **No subletting or renting** will be permitted, except with the expressed written approval of and written agreement with Giles & Marrara, Inc. Occupation of the Lessee's mobile home by anyone whether or not the Lessee is also a full-time resident of the mobile home shall be a considered a form of subleasing. Occupation by any unauthorized person for 5 days within a month or consecutive 30-day period is also considered subleasing regardless of whether the leaseholder is occupying the lot as well. (Contact Park Management to obtain a copy of our Sublease Agreement Form.) Lessee agrees that the monthly rental charge shall be \$ 250.00 for each month that the Lessee subleases his rental space without said written approval and written agreement.

G.2 A written agreement, sublease, is required between the Lessee and the Subtenant and it must so state that each subtenant must abide by the Rental Agreement signed with Giles & Marrara, Inc. by the Lessee from whom they rent. Said sublease must require that if the Lessee's tenancy is terminated for any reason, so shall the subtenant's.

G.3 Each subtenant must sign a written notice that he has received a copy of the park Rental Agreement including these Park Rules and Regulations and a copy of the West Virginia Code Chapter 37 Article 15 prior to taking up residency in the Park.

G.4 Any breach of the park Rental Agreement, Lease and Park Rules and Regulation, by a subtenant shall constitute a breach of the Park Rental Agreement by the Lessee.

G.5 Any notice given to a sublessee shall also be considered to have been given to the lessee.

H. TRESPASS and VANDALISM

H.1 As per lease, the Park is maintained as a private enterprise; its streets, roads, lanes, fields, woods, facilities, office, and parking areas are **private and not public thoroughfares**. These areas are to be used only in the manner intended so as not to be in violation of the park Rental Agreement and Park Rules and Regulations. Therefore, in addition to Termination of Tenancy, violation of the lease or these rules and regulations, may cause, for **Criminal Trespass Charges, Vandalism, and/or Destruction of Private Property Charges** to be filed against the violators. **Civil Actions to recover any damages** will be instituted by Park Management. Further, violations by tenants, subtenants, their guests, and/or contractors, etc., may lead to eviction of the tenant.

H.2 In particular, trespass near, in, or about the Wastewater Treatment Facilities, Sewage Plant, or Polishing Pond may be criminally prosecuted. Destructive, inappropriate driving or riding unauthorized vehicles in or on Park owned properties may likewise by criminally prosecuted. Trespassing is grounds for eviction.

I. FEE AND INCIDENTAL SERVICE CHARGE PRICE SCHEDULE

I.1 All Fees and charges unless otherwise stated as a specific amount in the Lease or these Rules and Regulation will be billed and due on the due date of the next monthly rental charge at an amount of the actual cost to the Park plus twenty-five (25) percent or at a \$50.00 (Fifty dollar) minimum charge per incident. **The charging of any of these fees does not affect the right of the Park Management from taking any other actions provided by the Rental Agreement (Lease, any and all lease addendums, and these Rules and Regulations). Failure to charge any Lessee for any incident does not affect the right of Park Management to charge that Lessee or any other Lessee a fee for future incidents.**

Lessee agrees to all of the following service charges and use of property fees:

Action	Fee Amount
Unauthorized use/access of water pit	\$500.00/incident
Utility connection repairs services	Cost + 25%
Service for picking up mail litter on the park grounds with any identifiable Lot# or Lessee's name on it	\$5.00/incident
Not being signed up with garbage service	\$50.00/month
Fee for having to be informed of excessively loud noise or music after hours coming from any Lot	\$50.00/incident
Fire extinguisher, smoke/CO/etc. detector replacement (if applicable)	Cost + \$50
Fee for driving, riding, or using vehicles outlawed by the Park anywhere on Park property	\$500.00/incident
Fee for using property near sewage treatment plant, pond, or facilities by being on or near said properties without written permission	\$500.00/incident
Unauthorized structure (per structure, per month)	\$200.00
Pest Inspection and/or Remediation	Cost + 25%
Failure to maintain Night light (per night)	\$5.00
Plumbing Service Call inside the mobile home	Cost + 25%
Plumbing Service Call outside and/or under the mobile home	Cost + 25%
Trash Removal	\$75.00
Disposal of Tires (per tire)	\$25.00
Dumping solid waste of any kind on Park Property	\$500.00/incident
Having an Unauthorized Appliance Outdoors (per day)	\$10.00
Disposal of outdoor appliance without Freon	\$150.00
Disposal of outdoor appliance with Freon	\$500.00
Failure to have Garbage in bin with a lid (per week)	\$50.00
Mowing Lot	\$75.00
Weed-eating and/or Trimming of Lot	\$75.00
Re-key of locks (per lock), (where applicable)	\$100.00
Lock out assistance (where applicable)	\$100.00
Unauthorized Trampoline	\$500.00
Unauthorized Pool	\$500.00
Unauthorized Items in sewage line	\$300.00 + Cost
Unauthorized Shed/Fence/Porch/Structure (per structure, per month)	\$200.00
Failure to clean up animal waste (per day)	\$10.00
Cleaning Up Animal Waste of Lot	\$75.00
Loose Pet Fee (per pet, per incident)	\$50.00
Unvaccinated Pet Fee (Rabies vaccination), (per pet, per month)	\$150.00
Water Leak (per incident, per week if leak continues)	\$200.00
Paper document (per document)	\$5.00
Problem Pet Rental Fee (per month)	\$50.00
Outside Pet Fee (per month)	\$100.00
Blocking access to utility, mobile home and/or lot (per month)	\$100.00

Expansion on Portions of the above Fee Schedule: LESSEE acknowledges that no items other than bodily waste and/or toilet paper are permitted to be introduced into the sewage system (i.e. “flushed down the toilet,” etc.). LESSEE acknowledges that the discovery of other items (such as, but not limited to, feminine products, contraceptive products, baby wipes, “kitty litter,” grease,

toys, clothing, so-called "flushable wipes," etc.) in the mobile home's sewage pipes will not be tolerated and will result in a \$300 fine in addition to the cost of repairs and may result in eviction from the Park. LESSEE acknowledges that LESSEE may not have a trampoline(s) and/or a pool(s) in the Park. Unauthorized trampolines and/or pools may be disassembled and removed and/or disposed of at the cost to the LESSEE. The LESSEE shall indemnify and hold the LESSOR harmless for any liability, loss, or damages while LESSOR is enforcing the Park rules or enacting repairs. LESSEE acknowledges that LESSEE may not install a building, shed, porch, fence, or other structure without written permission from the Park manager. Unauthorized buildings, sheds, porches, fences and/or other structures may be disassembled and removed or disposed of at the cost of the LESSEE. The LESSEE shall indemnify and hold the LESSOR harmless for any liability, loss, or damages during such times and during repairs thereof. LESSEE acknowledges having received a copy of West Virginia Code Chapter 37, Article 15; a copy of the Healthy Heights Village Rental Agreement; and a copy of the current Healthy Heights Mobile Home Park Rules and Regulations (all of which are included in the Healthy Heights Village "Blue Book") at or prior to signing this agreement.



RENTAL AGREEMENT

- LEASE -

(File 2024-310, Addendum)

Lot # _____

THIS LEASE and AGREEMENT, made this 1st day of February, 2026, between
GILES & MARRARA, INC., a corporation, LESSOR and _____

(clearly print full names)

LESSEE(S),

hereinafter called LESSEE whether singular or plural:

WITNESSETH: That for the rental hereinafter provided to be paid by LESSEE to LESSOR, LESSOR hereby leases and rents to LESSEE the **Rental Space (Lot) # _____** in the Healthy Heights Village owned by LESSOR, sometimes referred to as the "Park," the "Management," or the "Park Management." Said rental space or lot is designated on a map on record in the offices of Healthy Heights Village near the leased rental space, along U.S. Route 119 South, Morgantown, West Virginia, on properties owned by the LESSOR. The LESSEE agrees to all of the following terms and conditions:

1. Condition and Location. All conditions of the Park and Rental Space is rented and acceptable as is, as found by all parties. The exact size of a rental space (lot) varies and the boundaries of each space (lot) are per aforementioned map except for variations made or approved by the Park Management. If any boundary disputes arise, the Park Management will arbitrate and will make the final determination.

2. Rental. LESSEE shall pay the rent on the rental space (lot) in the amount of \$ 310.00 in advance on or before the 1st day of each calendar month for each month of the term of this lease, described in Section 3 herein, beginning with the 1st day of February, 2026. LESSEE also shall pay promptly rents and all other fees and incidental service charges specified herein when due or billed. All payments shall be mailed to the following address: **Giles & Marrara, Inc., P.O. Box 326, Dellslow, WV 26531**. All rents must be paid by check or money order, and all such payments are to be made out to **Giles & Marrara, Inc.**, show the rental space number for which the rent is being paid, as well as any changes in the mailing address or phone number of the LESSEE of that rental space. To be considered on time, all payments must be received on or before the date due. LESSEE shall provide a valid mailing address to the LESSOR.

Discount and Interest Charges. Discount and Interest Charges. A discount of \$30.00 may be earned by the LESSEE if the LESSEE pays on time, does not owe any rent, bills, fees, and/or other monies to Healthy Heights Village, and the LESSEE abides by all of the rules of Healthy Heights Village. Paying on time means that Healthy Heights Village must RECEIVE full payment owed on or prior to 4:00 PM on the 7th of the month that the payment is due. If the LESSEE is willfully non-compliant with any obligation or duty required by this lease and/or if any fee is applicable to the LESSEE'S account, then the tenant is not eligible for the discount. This loss of monthly discount will continue until the deficiency is corrected and does not preclude the LESSOR from taking any other action against the LESSEE available herein. It is the responsibility of the LESSEE to keep track of whether the discount was earned and applied to the account. Also, if any balance due remains, then interest charges of 1% (one percent) may be calculated on and added to the LESSEE'S entire outstanding balance due at that same said time and day of the month becoming due and payable with the next monthly rental payment (APR of approximately 12.6825 %).

Restrictions and Entry Requirements. The leased space shall be used only for the parking of a Park approved Mobile Home unit, owned by and titled to the LESSEE, it being agreed that said unit is personal property and not real estate. LESSEE shall meet all and shall show proof of continually meeting all normal entry requirements and standards defined herein or in the Park Rules at any time when required by the LESSOR during the term of this lease. Upon failure of the LESSEE to meet said standards, the LESSOR may optionally terminate this lease or require the LESSEE to provide collateral, a further written agreement

with a cosigner, and additional security deposits. All occupants, adults and minors, and vehicles authorized to use or reside in the Park must be fully registered with LESSOR as determined by Park Management based on number, time, and frequency of their stays in as well as their behavior while staying in the Park in order to comply with State promulgated registration requirements. No unregistered or multi-family occupancy is permitted without prior written approval from the LESSOR. LESSEE shall not sublet the leased premises or any part thereof, or assign this lease without written consent from and an additional written agreement with the LESSOR and continued compliance with all requirements set forth therein. In addition to actual subleasing, LESSEE will be deemed to have sublet part or all of the leased premises if the LESSEE is not the properly titled and registered owner of the mobile home or if the LESSEE fails to be a full-time resident of leased premises while allowing anyone else to take up residency on said premises. All parties agree that the monthly rental charge for a space that is subleased by the LESSEE without the aforementioned consent and written agreement will be **increased by \$ 250.00** per month in addition to the rental in the first paragraph of this section until said agreement is made or until termination of this lease and eviction is concluded. Upon failure to pay the monthly rental, fees, and billings when the same becomes due and payable, the LESSOR may at its option determine a default in this lease, and reserves all of the rights of a Landlord under the Laws of the State of West Virginia.

3. Term. The term of this lease shall be for a period of one (1) month and shall automatically renew itself at the end of each one (1) month rental period until terminated as hereinafter provided. LESSEE shall be deemed to owe a full rental period for any portion of a rental period that LESSEE or his mobile home occupies the leased space until said mobile home is removed from the Park. **Except as provide by West Virginia Code §37-15, either party may cancel this lease at any time, without cause, by timely and proper written notice to the other party.** Such written notice shall be at least three (3) months prior to the tenancy termination date when given by the LESSOR to the LESSEE or at least one (1) month, when given by the LESSEE to the LESSOR. **In addition, the LESSOR specifically reserves the right at any time to cancel this lease immediately for good cause** including but not limited to the following: nonpayment of rent, failure to show continued compliance with any initial normal entry requirement, failure to comply with the laws and regulations of the United States of America or the State of West Virginia, or any breach by the LESSEE of any terms and conditions of this lease which includes the Park Rules. The LESSEE acknowledges having received at or prior to the signing of this lease a copy of the West Virginia Code §37-15 and a copy of the Park Rules which is part of this lease the same as set out verbatim herein. Breach of any obligation or duty required by this lease which includes the Park Rules by a subtenant or any other occupant; guest, invitee, or agent of; or other person in possession of or exercising control of any part of the LESSEE'S mobile home or lot with the expressed or implied permission of the LESSEE by his actions or negligence shall be deemed a breach by the LESSEE.

4. Inspection and Utility Repairs and Maintenance. LESSOR reserves the right to inspect the leased premises at all reasonable times including the mobile home situated thereon to check for compliance with this lease and all Park Rules. LESSOR also reserves the right of immediate, indemnified, and unimpeded access to the leased premise at all times for all emergency situations, to enforce this lease and all Park Rules related to health or safety, or for repairs and maintenance of Park utilities. LESSEE shall indemnify and hold the LESSOR harmless for any liability during such times and during repairs, maintenances, or testing of the utilities including but not limited to activities such as water line repairs, "smoking" or repairing the sewage distribution system, and diversion ditch and road repairs.

5. Park Rules and Rule Changes. It is agreed that the LESSOR'S mobile home park is maintained as a private enterprise; its streets and lanes are private and not public thoroughfares; and all rules and regulations pertaining thereto shall be strictly enforced in the interest of safety. LESSEE agrees that modifications to the Park Rules may be made at any time by the LESSOR, their time of implementation and method of notification to the LESSEE being dependent on their nature and urgency with regard to health and safety, and general welfare of the community. It is further agreed by all parties that the Park may enforce and police all said Rules as necessary to ensure their proper implementation and compliance, and at such times the LESSEE shall indemnify and hold the LESSOR harmless for any liability.

6. Other Specific Duties of LESSEE. The LESSEE shall be a desirable resident such as not to disturb other residents, shall use the lots and streets in the mobile home community with due regard to the rights of other residents and not obstruct them. Major, material, continual, or habitual disruptive activities or those that cause dissention, arguments, or violence within the Park and those that require Police action or

intervention will be cause for immediate termination of this lease and removal from the Park of the LESSEE if he is, as determined by Park Management, directly or indirectly responsible for such activities or incidences. LESSEE shall be fully responsible for all personal property placed in the mobile home on the rented space, shall park vehicles at his own risk, and shall indemnify LESSOR and hold it harmless for any liability for the use of the leased space and the real estate and any part thereof, including but not limited to all of the following: lots, streets, roadways, parking areas, playground areas, office areas, mailbox areas, and all other areas of the mobile home community making up Healthy Heights Village. LESSEE specifically agrees to comply with all Park Rules including but not limited to motor vehicles, trash collection and storage, and pets within the Park. Any pet privileges are granted on an individual basis and may be revoked selectively by the LESSOR at any time. LESSEE specifically grants permission to the LESSOR to impound, secure, and hold, using due and reasonable care, any animals, pets, vehicles, parts, equipment, tools, toys, or any other item or items anywhere within the Park including streets and lots; in, on, or under any mobile home; that violates any provision, duty, obligation, or requirement herein or in the Park Rules until a Court of competent jurisdiction determines otherwise unless other methods of resolution are provided herein, in the Park Rules, or under WV State Code. **LESSEE is responsible for keeping the information contained on their application and registration forms up-to-date and accurate by written notification to LESSOR within ten (10) days of any change.** For more specific duties, obligations and further clarifications to all parties, the Park Rules are hereby, referenced. LESSEE agrees to pay promptly, when due, all rents, fees, non-recurring, incidental service charges and others as set forth herein and in the Park Rules as a part thereof. Further, it shall be the LESSEE'S responsibility to know and be familiar with the Park Rules.

7. Security Deposit. An amount of \$ 310.00 is to be deposited by the LESSEE with the LESSOR unless said deposit is being transferred from a previous lease of the same LESSEE which may at the option of the LESSOR be allowed to be grandfathered in and of a lesser amount. The Security Deposit may be increased by any amount up to an amount that is equal to three (3) months rent herein defined as a condition for continued occupancy if the LESSEE breaches material obligations or habitually violates duties of this lease. Any security deposit which the LESSEE has deposited with LESSOR may apply toward any rental, payment, or billing due, but this is not to be deemed a waiver of LESSOR'S right to take any other action provided under this lease. If all terms of this lease and Park Rules thereof are complied with, the security deposit will be refunded to the LESSEE, after the lot has been vacated and cleaned by the LESSEE, and inspected by the LESSOR. If the vacated lot is not undamaged and completely cleaned on or before two (2) weeks of vacating it, part or all of the security deposit may be used for repair or cleaning and the LESSEE may be further billed for all costs incurred. LESSEE'S failure to give proper notice to leave shall cause up to an amount equal to one (1) month rent of the security deposit to be forfeited.

8. Arrival, Departures, Setup, and other. LESSOR shall provide water and sewer service; however, the LESSEE shall be responsible for the cost, installation and maintenance of all connections to these and all other utilities whether to the Park, private, or public utilities. The LESSEE shall bear the burden to show proper compliance with the Park Rules concerning proper utility connections when requested to do so by the management. Any damage or repairs to the Park water system or excessive water used on any rental space caused by freezing for any reason will be billed to and paid for by the LESSEE as will any damage or repair necessary to any Park property or utility because of LESSEE'S actions or negligence. **When the LESSEE mobile home is placed in the Park, and at all time thereafter, all Park Rules and Park Management directives must be strictly followed concerning proper setup and maintenance of the mobile home.** The LESSEE will be responsible for any and all damages to any Park property when they or their agents are setting up, tearing down, or moving his mobile home to or from the Park. In addition to the required notice in Section 3 of this lease, the LESSEE shall give written notice to the LESSOR of the accurate date and time that their mobile home is to be moved into or out of the Park and the Transporter's phone number so that a representative of the LESSOR can be present when the home is being moved. Such notice shall not be less than 48 hours prior to said entry or departure time. No mobile home shall be permitted to leave the Park until all rents and fees due are paid or as determined by a Court of competent jurisdiction. Keys to any and all mailboxes located within the mobile home park must be submitted to the manager within 10 days of the LESSEE vacating the Park, whether or not the mobile home remains within the mobile home park. If such is not completed as specified, then any deposit is forfeited.

9. Night-Light and Space (Lot) Numbers. The LESSEE shall install, maintain, and operate a lighting fixture, equal to or greater than a forty (40) watt incandescent light or equivalent, near the front or

main entrance to his mobile home to automatically come on at dusk and go off at dawn. Further, the LESSEE shall install and maintain his Rental Space (Lot) Number from 4 to 6 inches high, of a durable, commercial type approved by management, on his space or affixed to his mobile home so that it will be easily read, seen, and identified from the Park street in front of his mobile home.

10. Written Notice. LESSEE agrees that for the purposes of written notice to the LESSEE by the LESSOR herein required, will be considered complete upon doing one of the following if actual physical delivery is in dispute: 1) On the date that such notice is affixed to a prominent place on the front or used door of the mobile home occupying the rented space (lot). or 2) On the date certified delivered or if returned undeliverable the date posted when such notice is sent by Certified U. S. Mail to the last known mailing address of the LESSEE. Further, written notice to the LESSOR by the LESSEE will be considered complete only upon being sent by Certified U. S. Mail to the same mailing address of the LESSOR as stated in Section 2 of this lease.

11. Changes, Waivers, and Modifications. Except as provided by West Virginia Code §37-15 during the initial period after a mobile home is first set on site in the Park, **this lease may be changed as required by the LESSOR with written notification indicating the changes that will occur and the date that such changes will come into force.** Such written notice of said changes and said date shall be at least three (3) months prior to said date which must be the first day of any monthly rental period and will be signed by the LESSEE and the LESSOR by said date and shall supersede any such portions of this lease in conflict with the stated modifications. Such notification shall become part of or replace this lease and shall be fully binding during the term of said lease. The failure of the LESSEE to comply with the changed or new terms of said notification, and to sign and to return said notification prior to said date shall be deemed LESSEE'S intention to terminate tenancy under Section 3 herein, and vacate the rented space as of said date. No employee is authorized to make any oral or written modifications to or waivers of this lease. Failure to enforce any part of this lease or Park Rules herein referenced shall not act as a waiver thereof. Further, any part of this lease which may be found to be invalid or unenforceable for any reason shall not affect any other part thereof.

12. West Virginia Code Chapter 37 Article 15-3(e) requirements. The LESSEE acknowledges having disclosed the name and address of all parties having a security interest in his mobile home on the Park's normal application, business, or information forms. LESSEE further agrees to notify the LESSOR in writing **within ten (10) days** of any new security interest, change of existing security interest, or settlement or release of any security interest (changes in mortgages, liens, title changes, loans, etc.).

13. Prior agreements. Any prior lease agreements entered into between the parties for the same property are null and void after the beginning date stated in Section 2 of this agreement. However, LESSEE agrees that all rents, fees, and billings due to the LESSOR from any prior agreements are still due from and binding on the LESSEE.

WITNESS the following signatures and seals:

LESSOR: Giles & Marrara, Inc.:

LESSEE(s):

By: _____
(Signature LESSOR)

X _____ Date: X
(Signature LESSEE)

Its _____ Date: _____

X _____ Date: X
(Signature LESSEE)

X _____ Date: X
(Signature LESSEE)

X _____ Date: X
(Signature LESSEE)

WEST VIRGINIA CODE

Chapter 37: . REAL PROPERTY.

ARTICLE 15. HOUSE TRAILERS, MOBILE HOMES, MANUFACTURED HOMES AND MODULAR HOMES.

§37-15-1. Purpose and applicability.

The purpose of this article is to recognize the distinction between a house trailer, a mobile home, a manufactured home and a modular home. While it is the intent of this article to include the different classifications of factory-built homes into a single category for the purposes of this article, it is also the intent of this article to acknowledge the differences between the various types of factory-built homes for other purposes.

In addition, it is the purpose of this article to clarify the ambiguity and confusion related to the classification of factory-built homes as real or personal property, particularly relating to security interests. The provisions of this article apply to factory-built homes, as defined herein, which are held as personal property situated on real property owned by another in conjunction with a landlord/tenant relationship.

§37-15-2. Definitions.

For the purposes of this article, unless expressly stated otherwise:

(a) "Abandoned factory-built home" means a factory-built home occupying a factory-built home site pursuant to a written agreement under which the tenant has defaulted in rent or the landlord has exercised any right to terminate the rental agreement;

(b) "Factory-built home" includes modular homes, mobile homes, house trailers and manufactured homes;

(c) "Factory-built home rental community" means a parcel of land under single or common ownership upon which two or more factory-built homes are located on a continual, nonrecreational basis together with any structure, equipment, road or facility intended for use incidental to the occupancy of the factory-built homes, but does not include premises used solely for storage or display of uninhabited factory-built homes or premises occupied solely by a landowner and members of his family;

(d) "Factory-built home site" means a parcel of land within the boundaries of a factory-built home rental community provided for the placement of a single factory-built home and the exclusive use of its occupants;

(e) "Good cause" means:

(1) The tenant is in arrears in the payment of periodic payments or other charges;

(2) The tenant has breached a material term of a written rental agreement or has repeatedly breached other terms of the rental agreement;

(3) Where there is no written agreement, or where the written agreement does not cover the subject matter of a warranty or leasehold covenant, the tenant breached a material warranty or leasehold covenant or has repeatedly breached other terms of a warranty or a leasehold covenant;

(4) The tenant has deliberately or negligently damaged the property or knowingly permitted another person to do so.

(f) "House trailers" means all trailers designed or intended for human occupancy and commonly referred to as mobile homes or house trailers and shall include fold down camping and travel trailers as these terms are defined in section one, article six, chapter seventeen-a of this code, but only when such camping and travel trailers are located in a factory-built home rental

community, as defined in this section, on a continual, nonrecreational basis.

(g) "Landlord" means the factory-built home rental community owner, lessor or sublessor of the factory-built home rental community, or an agent or representative authorized to act on his or her behalf in connection with matters relating to tenancy in the community.

(h) "Manufactured home" has the same meaning as the term is defined in section two, article nine, chapter twenty-one of this code which meets the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U. S. C. §5401, *et seq.*), effective on the fifteenth day of June, one thousand nine hundred seventy-six, and the federal manufactured home construction and safety standards and regulations promulgated by the secretary of the United States department of housing and urban development.

(i) "Mobile home" means a transportable structure that is wholly, or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site and designed for long-term residential use and built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974 (42 U. S. C. §5401, *et seq.*), effective on the fifteenth day of June, one thousand nine hundred seventy-six, and usually built to the voluntary industry standard of the American national standards institute (ANSI)--A119.1 standards for mobile homes.

(j) "Modular home" means any structure that is wholly, or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site and designed for long-term residential use and is certified as meeting the standards contained in the state fire code encompassed in the legislative rules promulgated by the state fire commission pursuant to section five- b, article three, chapter twenty-nine of this code.

(k) "Owner" means one or more persons, jointly or severally, in whom is vested: (i) All or part of the legal title to the factory-built home rental community; or (ii) all or part of the beneficial ownership and right to present use and enjoyment of the factory-built homesite or other areas specified in the rental agreement and the term includes a mortgagee in possession.

(l) "Rent" means payments made by the tenant to the landlord for use of a factory-built home site and as payment for other facilities or services provided by the landlord.

(m) "Section" means a unit of a factory-built home which is transported and delivered as a whole and which contains some or all of the indoor living area.

(n) "Tenant" means a person entitled pursuant to a rental agreement to occupy a factory-built home site to the exclusion of others.

§37-15-3. Written agreement required.

(a) The rental and occupancy of a factory-built home site shall be governed by a written agreement which shall be dated and signed by all parties thereto prior to commencement of tenancy. A copy of the signed and dated written agreement and a copy of this article shall be given by the landlord to the tenant within seven days after the tenant signs the written agreement.

(b) The written agreement, in addition to the provisions otherwise required by law to be included, shall contain:

(1) The terms of the tenancy and the rent therefor;

(2) The rules and regulations of the factory-built home rental community.

A copy of the text of the rules and regulations attached as an exhibit satisfies this requirement;

(3) The language of the provisions of this article. A copy of the text of this article attached as an exhibit satisfies this requirement;

(4) A description of the physical improvements and maintenance to be provided by the tenant and the landlord during the tenancy; and

(5) A provision listing those services which will be provided at the time

the rental agreement is executed and will continue to be offered for the term of tenancy and the fees, if any, to be charged for those services.

(c) The written agreement for a factory-built home site on which is placed a factory-built home that is comprised of one section, other than a camping or travel trailer, may not allow for the termination of the tenancy by the landlord during the first twelve months that the factory-built home is placed on the site except for good cause. The written agreement for a factory-built home site upon which is placed a factory-built home that is comprised of more than one section may not allow for the termination of the tenancy by the landlord during the first five years the factory-built home is placed on the site except for good cause.

(d) The written agreement may not contain:

(1) Any provisions contrary to the provisions of this article and shall not contain a provision prohibiting the tenant who owns his or her factory-built home from selling his or her factory-built home;

(2) Any provision that requires the tenant to pay any recurring charges except fixed rent, utility charges or reasonable incidental charges for services or facilities supplied by the landlord; or

(3) Any provision by which the tenant waives his or her rights under the provisions of this article.

(e) When any person possesses a security interest in the factory-built home, the written agreement or rental application shall contain the name and address of any secured parties. The written agreement shall require the tenant to notify the landlord within ten days of any new security interest, change of existing security interest or settlement or release of the security interest.

(f) When a factory-built home owner sells a factory-built home, the new owner shall enter into a written agreement if the factory-built home continues to occupy the site: *Provided*, That the new owner meets the standards and restrictions contained in the prior rental agreement.

§37-15-3a. Rules and regulations.

(a) An owner, from time to time, may adopt rules or regulations concerning the tenant's use and occupancy of the premises. A rule or regulation is enforceable against the tenant if the rule or regulation:

(1) Is reasonably related to the purpose for which it is adopted;

(2) Applies to all tenants in the factory-built home rental community in a fair manner;

(3) Is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform the tenant of what the tenant must or must not do to comply;

(4) Is not for the purpose of evading the obligations of the landlord; and

(5) The tenant has been given written notice of the rule at the time the tenant enters into the rental agreement, or when it is adopted by the owner.

(b) A rule or regulation adopted by the owner after the tenant has entered into a rental agreement that results in a substantial modification of the tenant's original rental agreement does not become effective until the current rental agreement expires and a new agreement is made in writing.

§37-15-4. Liability of secured party taking possession of an abandoned factory-built home.

(a) A secured party is not liable for rent to a landlord except as provided below:

(1) When a factory-built home subject to a security interest becomes an abandoned factory-built home, the landlord shall mail a notice of abandonment to the owner of the factory-built home and the secured party by certified mail, at the addresses shown in the rental agreement or rental application. The notice shall include any rental agreement previously signed by the tenant and the landlord, and shall also provide the landlord's current mailing address;

(2) A secured party who has a security interest in an abandoned factory-built home, and who has taken title to the factory-built home under court order or under the applicable security agreement, is liable to the landlord under the same rental agreement terms as agreed on by the tenant and the landlord prior to the accrual of a right of possession by the secured party;

(3) Subject to any defenses the tenant may have, when the tenant has failed to comply with the terms of the written rental agreement regarding rent and payment of fees, the tenant remains liable to the landlord for all rent and services provided during the period while the secured party is attempting to gain title or exercise a right of possession to the factory-built home: Provided, That when the landlord has terminated the rental agreement, the tenant shall not be liable for further rent or payment of fees to the landlord. The secured party is not liable to the landlord or tenant for rent or services until the secured party completes foreclosure proceedings under the terms of the security agreement or otherwise takes title or exercises a right of possession to the factory-built home; or

(4) Upon completion of foreclosure proceedings, acquiring title to or the exercise of a right of possession to the secured party, the secured party shall immediately notify the landlord of the completion of such proceedings by certified mail at the address provided in the landlord's notice of default. After the conveyance of title to or the exercise of a right of possession to the secured party, the secured party shall have ten business days to remove the factory-built home. If a secured party who has a security interest in an abandoned factory-built home takes title to or possession of the factory-built home and the factory-built home remains in the factory-built home rental community for a period longer than ten business days, the relationship between the secured party and the landlord shall be governed by the rental agreement previously signed by the tenant and the landlord, except that the term of the rental agreement shall convert to a month-to-month tenancy. No waiver is required to convert the rental agreement to a month-to-month tenancy. Either the landlord or the secured party may terminate the month-to-month tenancy upon giving written notice of a desire to terminate to the other party thirty days or more in advance of the proposed date of termination. The secured party and the landlord may enter into a subsequent agreement but are not required to execute a new rental agreement.

(b) Nothing in this section may be construed to be a waiver of any rights by the tenant.

§37-15-5. Demands and charges prohibited; access by tenant's invitee; purchases by factory-built home owner not restricted; exception; conditions of occupancy.

(a) A landlord may not demand or collect:

(1) Any fee which is not listed in the rental agreement;

(2) An entrance fee for the privilege of renting or occupying a factory-built home site;

(3) A commission on the sale of a factory-built home located in the factory-built home rental community unless the tenant expressly employs the landlord to perform a service in connection with the sale, but employment of the landlord by the tenant may not be a condition or term of the initial sale or rental; or

(4) A fee for improvements or installations on the interior of a factory-built home, unless the tenant expressly employs the landlord to perform a service in connection with such installation, improvement or sale.

(b) An invitee of the tenant has free access to the tenant's factory-built home site without charge unless a court of competent jurisdiction has ordered otherwise.

(c) A factory-built home owner may not be restricted in his or her choice of vendors from whom he or she may purchase his or her (i) factory-built home, except in connection with the initial renting of a newly constructed factory-built home site not previously rented to any other person, or (ii) goods and services. However, nothing in this article prohibits a landlord from prescribing reasonable requirements governing, as a condition of occupancy, the style, size or quality of the factory-built home, or other structures placed on the factory-built home site.

§37-15-6. Termination of tenancy.

(a) The tenancy for a factory-built home site upon which is placed a factory-built home that is comprised of one section, other than a camping or travel trailer, may not be terminated until twelve months after the home is placed on the site except for good cause. The tenancy for a factory-built home site on which is placed a factory-built home that is comprised of two or more sections may not be terminated until five years after the home has been placed on the site except for good cause.

(b) The tenancy for a factory-built home, other than a camping or travel trailer, may be terminated at the time set forth in this subsection.

(1) Either party may terminate a rental agreement at the end of its stated term or at the end of the time period set out in subsection (a) of this section, whichever is later, for any reason, unless the rental agreement states that reasons for termination must exist.

(2) Either party may terminate a tenancy which has continued after its stated term and longer than the period set out in subsection (a) of this section for no reason, unless the rental agreement states that reasons must exist.

(3) A tenancy that has not reached the end of its stated term or has not existed for the time periods stated in subsection (a) of this section may be terminated only for good cause.

(c) A tenancy governed by subdivision (1) or (2), subsection (b) of this section may be terminated only by written notice at least three months before the termination date of the tenancy. A tenancy governed by subdivision (3), subsection (b) of this section may be terminated only by a written notice at least three months before the termination date of the tenancy. The rental agreement may specify a period of notice in excess of the periods of time set out in this subsection.

(d) A landlord may not cause the eviction of a tenant by willfully interrupting gas, electricity, water or any other essential service, or by removal of the factory-built home from the factory-built home site, or by any other willful self-help measure.

(e) The landlord shall set forth in a notice of termination the reason relied upon for the termination with specific facts to permit determination of the date, place, witnesses and circumstances concerning that reason.

(f) Unless the landlord is changing the use of the site, if a tenancy is ended by the landlord at the later of its stated term or at the end of the time period set out in subsection (a) of this section with no good cause, the owner may not prevent the sale of the factory-built home in place to another tenant who meets the standards and restrictions in effect for other new tenants prior to the termination of the tenancy.

§37-15-6a. Termination of tenancy of more than twenty-five tenants.

(a) A landlord of a factory-built home rental community may not terminate a rental agreement nor otherwise evict more than twenty-five tenants of any factory-built home rental community within a single eighteen-month period unless:

(1) The landlord obtains written agreement to voluntarily vacate the premises by every tenant prior to the expiration of the eighteen-month period;

(2) The landlord provides not less than six months' notice to terminate the rental agreement to each tenant; or

(3) The tenant has breached a provision of the rental agreement and the termination complies with the requirements of this article.

(b) If a landlord violates the provisions of this section, the tenant has a cause of action to recover actual damages, the costs required to relocate the aggrieved tenant and, in addition, a right to recover treble damages or the equivalent of the aggrieved tenant's rent for one year, whichever is greater, and reasonable attorney fees.

§37-15-7. Retaliatory conduct prohibited.

(a) Except as provided in this section, or as otherwise provided by law, a landlord may not retaliate by selectively increasing rent or decreasing services or by bringing or threatening to bring an action for possession after the landlord has knowledge that: (1) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health or safety; (2) the tenant has made a complaint to or filed a suit against the landlord for a violation of any provision of this article; (3) the tenant has organized or become a member of a tenant's organization; or (4) the tenant has testified in a court proceeding against the landlord.

(b) Notwithstanding the provisions of subsection (a) of this section, a landlord may terminate the rental agreement pursuant to subsection (b), section six of this article unless the magistrate or circuit court finds that the reason for the termination was retaliation.

§37-15-8. Effect on taxation.

Nothing in this article shall be construed to affect the taxation of factory-built homes.

ARTICLE 3B. REMEDIES FOR WRONGFUL OCCUPATION OF FACTOR-BUILT HOME SITE.

§55-3B-1. Definitions.

For the purposes of this article, unless expressly stated otherwise:

(a) "Factory-built home" has the same meaning given to that term in West Virginia code section two, article fifteen, chapter thirty-seven of this code.

(b) "Factory-built home site" means a parcel of land provided for the placement of a factory-built home for occupancy as a residence whether or not in a factory-built home community. A factory-built home site is not residential rental property for the purposes of article three-a of this chapter.

(c) "Good cause" means:

(1) The tenant is in arrears in the payment of periodic payments or other charges related to the tenancy;

(2) The tenant has breached a material term of a written rental agreement or repeatedly breached other terms of a written rental agreement including those agreements required in section three, article fifteen, chapter thirty-seven of this code;

(3) Where there is no written agreement, or where the written agreement does not cover the subject matter of a warranty or leasehold covenant, the tenant breached a material term of a warranty or leasehold covenant or repeatedly breached other terms of a warranty of leasehold covenant;

(4) The tenant has deliberately or negligently damaged the property or knowingly permitted another person to do so.

(d) "Section" means a unit of a factory-built home which is transported and delivered as a whole and which contains some or all of the indoor living area.

§55-3B-2. Tenancy of factory-built home site.

(a) The tenancy of the site of a factory-built home that is comprised of one section and that is not subject to a written agreement is from month to month. The tenancy of the site of a factory-built home that is comprised of two or more sections that is not subject to a written agreement is from year to year.

(b) The tenancy of a factory-built home site that has placed on it a factory-built home that is comprised of one section, other than a camping or travel trailer, may not be terminated by the landlord until twelve months after the tenancy began except for good cause. The tenancy of a factory-built home site that has placed on it a factory-built home that is comprised of two or more sections may not be terminated by the landlord until five years after the tenancy began except for good cause. A written agreement may provide that the tenant may not terminate the tenancy for the same or greater periods of time. A written agreement may provide that the landlord may not terminate the tenancy for greater periods of time.

(c) For a month-to-month or year-to-year tenancy or a tenancy that is created by a written agreement for a definite period of time, the tenancy does not terminate at the end of the month, year or stated period of time unless either party gives timely notice as required in section three of this article. If no notice is given and if no new agreement is made, the tenancy of a factory-built home site that is comprised of one section becomes a month-to-month tenancy and the

tenancy of a factory-built home that is comprised of two or more sections becomes a year-to-year tenancy.

§55-3B-3. Termination of tenancy.

(a) Except for termination for good cause, the tenancy of a factory-built home site may be terminated by either party only by giving at least three months' notice in writing to the other of his or her intention to terminate the tenancy. When such notice is to the tenant, it may be served upon the tenant or upon anyone holding under the tenant the leased premises or any part of the leased premises. When it is by the tenant, it may be served upon anyone who at the time owns the premises, in whole or in part, or the agent of the owner or according to the common law. If the termination is for good cause, no notice requirements other than those provided in sections four and six of this article may be imposed.

(b) Unless the landlord is changing the use of the site, if a tenancy is ended by the landlord at the later of its stated term or at the end of the period set out in subsection (b), section two of this article, without good cause, the owner may not prevent the sale of the factory-built home in place to another tenant who meets the standards and criteria in effect for new tenants prior to the termination of the tenancy.

§55-3B-4. Petition for summary relief for wrongful occupation of residential rental property.

(a) A person desiring to remove a tenant and factory-built home from a factory-built home site may apply for such relief to the magistrate court or the circuit court of the county in which such property is located, by verified petition, setting forth the following:

(1) That he is the owner or agent of the owner and as such has a right to evict the tenant and have the factory-built home of the tenant removed;

(2) A brief description of the factory-built home site sufficient to identify it;

(3) That the tenant is wrongfully occupying such property in that the tenant is:

(A) Holding over after having been given proper notice of termination of tenancy, whether or not the tenant has continued to pay and the landlord has accepted rent; or

(B) The landlord has good cause; and

(4) A prayer for eviction of the tenant and removal of the tenant's factory-built home.

(b) Previous to the filing of the petition the person shall request from the court the time and place at which the petitioner shall be heard. The court shall fix a time for such hearing, which time shall not be less than five nor more than ten judicial days following such request.

(c) Immediately upon being apprised of the time and place for hearing the petitioner shall cause a notice of the same to be served upon the tenant in accordance with the provisions of rule 4 of the West Virginia rules of civil procedure or by certified mail, return receipt requested. Such notice shall inform the tenant that any defense to the petition must be submitted in writing to the petitioner within five days of the receipt by the tenant of the notice and in no case later than the fifth day next preceding the date of hearing. Upon receipt of the return of service or the return receipt as the case may be, evidencing service upon the tenant, the petitioner shall file with the court his petition and such proof of service.

§55-3B-5. Defenses available.

In a proceeding under the provisions of this article, a tenant against whom a petition has been brought may assert any and all defenses which might be raised in an action for ejectment or

an action for unlawful detainer or provided by this article or article fifteen, chapter thirty-seven of this code.

§55-3B-6. Proceedings in court; final order; disposition of abandoned personal property.

(a) If at the time of the hearing there has been no appearance, answer or other responsive pleading filed by the tenant, the court shall make and enter an order evicting the tenant and ordering the tenant to have the factory-built home removed.

(b) In the case of a petition alleging good cause or holding over after proper termination of a tenancy, if the tenant files an answer raising the defense of breach by the landlord of a material covenant upon which the tenant's duties depend or other defenses to the claim or claims set forth in the petition, the court shall proceed to a hearing on such issues.

(c) Continuances of the hearing provided for in this section shall be for good cause only and the judge or magistrate shall not grant a continuance to either party as a matter of right. If a continuance is granted upon request by a tenant, the tenant shall be required to pay into court any periodic rent becoming due during the period of such continuance.

(d) At the conclusion of the hearing, if the court finds that the landlord is entitled to evict the tenants and have the factory-built home of the tenants removed, the court shall make and enter an order evicting the tenants and ordering the tenants to have the factory-built home removed. In the case of a proceeding pursuant to subsection (a) of this section, the court may also make a written finding and include in its order such relief on the issue of arrearage in the payment of periodic payments or other agreed charges related to the tenancy as the evidence may require. The court may disburse any moneys paid into court by the tenant in accordance with the provisions of this section.

(e) The court order shall specify the time when the tenant shall vacate the property, taking into consideration such factors as the nature of the factory-built home, the possibility of relative harm to the parties and other material facts deemed relevant by the court in considering when the tenant might reasonably be expected to vacate the property. The court shall not order the tenant to vacate the premises in less than one month unless the tenant refuses or fails to pay rent for that period in advance as it becomes due or unless the court finds that the tenant has deliberately or negligently damaged the property or the property of other tenants or materially threatened or harmed the quiet enjoyment of the property of other tenants or neighbors or knowingly permitted another person to do so. The court shall not order the tenant to remove the factory-built home in less than three months unless the tenant refuses or fails to pay rent in advance as it becomes due for that period or unless the court finds that the presence of the factory-built home poses an imminent threat to the health or safety of other tenants or neighbors: *Provided*, That the court may order the home to be removed in not less than thirty days if the factory-built home is a single section and the tenant had held over after having been given notice pursuant to section three of this article. The order shall further provide that if the tenant continues to wrongfully occupy the property beyond such time or if the tenant refuses or fails to remove the factory-built home in the time required, the landlord may apply for a writ of possession and the sheriff shall forthwith remove the tenant, taking precautions to guard against damage to the property of the landlord and the tenant.

(f) In the event an appeal is taken and the tenant prevails upon appeal, and if the term of the lease has expired and proper termination notice was given pursuant to section three of this article, absent an issue of title, retaliatory eviction or breach of warranty, the relief ordered by the appellate court shall be for monetary damages only and shall not restore the tenant to possession. During the pendency of any such appeal, if the period of the tenancy has otherwise expired and proper termination notice was given pursuant to section three of this article, the tenant is not entitled to remain in possession of the property.

(g) When an order is issued pursuant to this section evicting the tenant and ordering the tenant to remove the factory-built home and the tenant fails to remove the factory-

built home by the date specified by the order issued pursuant to subsection (e) of this section, the landlord may:

(1) Dispose of the tenant's factory-built home without incurring any liability or responsibility to the tenant or any other person if the tenant informs the landlord in writing that the tenant is abandoning the factory-built home;

(2) Remove and store the factory-built home after the date and time by which the court ordered the tenant to remove the factory-built home. The landlord may sell the stored factory-built home after thirty days without incurring any liability or responsibility to the tenant or any other person if: (i) The tenant has not paid the reasonable costs of storage and removal to the landlord and has not taken possession of the stored factory-built home; or (ii) the costs of storage equal the value of the factory-built home being stored; or

(3) Leave the factory-built home on the property. The landlord may sell the factory-built home left on the property after thirty days without incurring any liability or responsibility to the tenant or any other person if the tenant has not paid the landlord the reasonable costs of leaving the factory-built home on the landlord's property and has not taken possession of the factory-built home.

(h) The sale shall be conducted and the proceeds distributed pursuant to article nine, chapter forty-six of this code as if the landlord became the holder of a security interest on the day the tenant was to have the factory-built home removed from the site except that the landlord shall have first priority to recover unpaid rent and may require as a condition of the sale that the buyer post security or place in escrow the cost of moving the factory-built home from the site.

(i) When an order is issued pursuant to this section granting possession of the property to the landlord and the tenant removes the factory-built home, but fails to remove all other personal property by the date and time specified by the order issued pursuant to subsection (e) of this section, the landlord may:

(1) Dispose of the tenant's personal property without incurring any liability or responsibility to the tenant or any other person if the tenant informs the landlord in writing that the other personal property is abandoned or if the property is garbage;

(2) Remove and store the other personal property after the date and time by which the court ordered the tenant to vacate the property. The landlord may dispose of the stored personal property after thirty days without incurring any liability or responsibility to the tenant or any other person if: (i) The tenant has not paid the reasonable costs of storage and removal to the landlord and has not taken possession of the stored personal property; or (ii) the costs of storage equal the value of the personal property being stored; or

(3) Leave the personal property on the property. The landlord may dispose of personal property left on the property after thirty days without incurring any liability or responsibility to the tenant or any other person if the tenant has not paid the landlord the reasonable costs of leaving the personal property on the landlord's property and has not taken possession of the personal property.

(j) Notwithstanding the provisions of subsections (g) and (i) of this section, if the personal property is worth more than three hundred dollars and was not removed from the property or place of storage within thirty days with the required fees paid as provided in subsection (i) of this section, or if the factory-built home was not removed within thirty days with the required fees paid as provided in subsection (g) of this section, the landlord shall store the personal property or factory-built home for up to thirty additional days if the tenant or any person holding a security interest in the abandoned personal property or factory-built home informs the landlord of their intent to remove the property: *Provided*, That the tenant or person holding a security interest in the personal property pays the landlord the reasonable costs of storage and removal.

§55-3B-7. Waiver.

A tenant's rights under this article may not be waived by agreement.

End WV Code Chapter 55, Article 3B

Important Phone Numbers

Healthy Heights Village Manager (304) 376-5451

Poison Control (800) 222-1222

Utilities:

Electric

- First Energy (Mon Power) (800) 686-0022

Natural Gas

- Hope Gas (Dominion Hope) (800) 688-4673

Garbage/Trash

- Republic (304) 366-8900
- Mountain State Waste (866) 679-2776

Internet (only 2 options are known to be in this area at the time this was written)

- Frontier (855) 559-0155
- Comcast (800) 266-2278

IF THERE IS AN EMERGENCY CALL 911 FIRST

- 911