

**LANDLORD: DONOVAN SMITH MHP, LLC MANAGEMENT OFFICE
25692 NORTH PARKWAY ROAD SEAFORD, DE 19973 (302) 629-6315**

RENTAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022 by and between _____ (“Landlord or Community Owner”), and _____ (“Tenant, Resident or Home Owner”), an individual, and _____, an individual (“Tenant, Resident or Home Owner”). For and in consideration of the premises and the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. THE FOLLOWING TERMS, CONDITIONS AND DEFINITIONS SHALL APPLY TO THIS AGREEMENT:

IDENTIFICATION AND LOCATION OF RENTED LOT WITHIN THE COMMUNITY:

TERM OF THE RENTAL AGREEMENT: ____ MONTHLY ____ ANNUAL
____ OTHER (_____ term)

TERMS OF PAYMENT: MONTHLY

FIRST DAY OF TERM: _____

PRO-RATED RENTAL FROM: _____ TO _____ IN THE AMOUNT OF \$ _____

LAST DAY OF TERM: _____, 201__

RENT: \$ _____ PER MONTH.

TOTAL RENT FOR ENTIRE TERM: _____ PLUS ANY ADDITIONAL RENT AS SET FORTH BELOW.

MAXIMUM NUMBER OF OCCUPANTS: _____

LIST OF PERMITTED OCCUPANTS IS: _____

Any reference in this rental agreement to § 7001 or other sections of the Code is to the Manufactured Home Owners and Community Owners Act, 25 Del. C. § 7001 *et seq.* as amended. That is the law that governs the relationship between the landlord and the tenant regarding this rental agreement and which attached hereto as **Exhibit “G”**.

Tenants may only legally occupy the premises on or after the execution of the written rental agreement. **See § 7006.**

Landlord acknowledges receipt of a security deposit of (\$ _____)

Security deposit shall be held at **CNB Bank in Pittsford, NY 14534**

Tenants’ Initials _____

2. DESCRIPTION AND USE OF RENTAL UNIT.

Landlord has rented the manufactured home lot set forth in this Agreement in its present condition and is under no duty to make any repairs or alterations except as provided in this Agreement or as required by law. Tenants shall use this lot only as a residence for a manufactured home and for no other purpose. Tenants agree that the number of occupants in the home on the lot is limited to the number set forth in this Agreement and in the application.

Pets _____ are _____ are not permitted. If pets are permitted, they are only permitted with the prior express written consent of the Landlord for that particular pet. Further, certain pet restrictions apply see Rules attached as **Exhibit "H"**.

3. RENTAL APPLICATION.

Tenant has delivered a rental application to the landlord. Tenant represents that all information contained therein is true and correct to the best of the tenant's knowledge, information and belief. The rental application and any information contained therein is incorporated into this agreement as if fully set forth herein. Providing incorrect or inaccurate information on the application is considered to be a breach of this agreement and shall be grounds for termination of this rental agreement. *See § 7016(a)(3).*

The landlord may charge an application fee to a prospective tenant in a manufactured housing community. That fee will be used to determine the applicant's credit worthiness and may include a criminal background check. A landlord may not charge an application fee that exceeds the greater of 10% of the monthly lot rent or \$50.00. *See § 7020(d).*

4. LANDLORD AND TENANT OBLIGATIONS.

(a) **LANDLORD OBLIGATIONS:** Landlord agrees it is responsible to:

1. Maintain and regrade the lot area where necessary and in good faith to prevent the accumulation of standing water and/or stagnant water thereon and to prevent the detrimental effects of moving water. "Standing water" shall be understood to mean motionless water, not flowing in a stream, tide or current, that has not dissipated within 24 hours; "stagnant water" shall be understood to mean motionless water, not flowing in a stream, tide or current, that has become foul or stale from standing, but shall not include wetlands." *See § 7008(a)(13)a.*
2. Maintain the manufactured home community in such a manner as will protect the health and safety of residents, visitors, and guests;
3. Identify each lot area in the community in such a way that each tenant can readily identify his or her area of responsibility and specify the duties off the tenant in maintaining his or her area of responsibility;
4. Maintain the community, including common areas and rental lots not under rent, keeping it free of species of weeds or plant growth which are noxious or detrimental to the health of the residents;
5. Make a good faith effort to exterminate insects, rodents, vermin, or other pests which are dangerous to the health of the residents when an infestation exists in the common areas of the community;
6. Maintain all water, electrical, plumbing, gas, sewer, septic, and other utilities and services provided by the landlord in good working order, repairing these utilities and services within the

earlier of 48 hours after written notification of a utility or services problem, or as soon thereafter as is practicable if a repair within 48 hours is not practicable;

7. When applicable, specify whether septic systems are to be maintained by the landlord or by the tenant;
8. Respect the privacy of residents and agree not to enter into, under, or on the manufactured home without the permission of the tenant or an adult resident unless emergency circumstances exist and entry is required to prevent injury to person or damage to property. However, the landlord may, with 72 hours' written notice, inspect any utility connections owned by the landlord or for which the landlord is responsible;
9. Maintain all roads within the community in good condition;
10. Comply with all federal, State, and local building codes;
11. Allow the tenant freedom of choice in the purchase of goods and services other than utilities and related services provided however:
 - (a) The landlord is not required to allow service vehicles to have access to the manufactured home community in such numbers or with such frequency that a danger is created or that damage beyond ordinary wear and tear is likely to occur to the infrastructure of the community;
 - (b) The landlord may restrict trash collection to a single provider and;
 - (c) The landlord may select shared utilities.
12. Maintain the community, including common areas and rental lots not under rent, keeping it free of species of weeds or plant growth which are noxious or detrimental to the health of residents.
See § 7008(a)(13).
13. With respect to trees on the rented lot, unless planted by the tenant or unless such trees were on the rented lot at the time that the manufactured home was sited on the lot, landlord shall be responsible for maintenance, care and removal of such trees. Landlord is responsible for the following trees on the lot:

Maintain, care for and remove, if necessary, trees on any lot, including common areas, if the tree is at least 25 feet in height or has a main stem/trunk larger than 6 inches in diameter. Such maintenance, care and removal means those steps required to maintain a live and healthy tree condition per standard horticultural practices in accordance with the standards as set forth by the American Association of Nurserymen.

Nothing contained in this subsection shall require the landlord to remove leaves, needles, pine cones, sap, pods, seed containers, or any such material normally produced by the tree as part of its life cycle.

The landlord must respect the privacy of the tenant and not enter the rented lot to maintain, care for, and/or remove trees without the permission of the tenant or an adult resident unless emergency circumstances exist and entry is required to prevent injury to person or damage to property.

For a manufactured home community that is supplied by potable water from a private water system, a provision requiring the landlord to do all of the following:

Landlord must:

(1) Comply with the testing requirements for a community water system as established by the Division of Public Health under § 122(3)c. of Title 16.

(2) Report the results of testing required under paragraph (a)(15)a. of this section to those required by the Division of Public Health for a community water system and to all of the following in a timely manner and as required under § 7015 of this title:

- a. The tenants of the manufactured home community.
- b. The Division of Public Health.
- c. The Department of Justice’s Manufactured Housing Ombudsperson.

For a manufactured home community with on-site wastewater treatment and disposal system, you need to have this language in your lease agreement:

Landlord must:

(1) Cause the on-site wastewater treatment and disposal system to be emptied by a Class F liquid waste hauler licensed by the Department of Natural Resources and Environmental Control (“Department”) and serviced at least every 3 years to ensure the system’s working condition and to provide sufficient sewage capacity as required under other law of this State and the county or municipal government with jurisdiction over the manufactured home community.

(2) Cause the on-site wastewater treatment and disposal system to be inspected by an independent third party when the system is serviced.

a. For an on-site wastewater treatment and disposal system with a design flow rate of less than 2,500 gallons per day, the inspection must be performed by a Class H system inspector licensed by the Department. The Class H inspection must be performed and reported to the Department under the Class Ha inspection requirements adopted by the Department under Regulation 7101 of Title 7 of the Delaware Administrative Code.

b. For an on-site wastewater treatment and disposal system with a projected wastewater design flow of 2,500 gallons per day or greater, the inspection must be performed by a Class B designer or Class C designer licensed by the Department. The results of the inspection must be report to the Department on a form approved by the Department within 72 hours of the completion of the inspection.

c. Report, in a timely manner and as required under § 7015 of this title, the results of the inspection to the tenants, the Department of Justice’s Manufactured Housing Ombudsperson, and the county or municipal government with jurisdiction over the manufactured home community.

Tenants’ initials _____

(b) **TENANT OBLIGATIONS:** The Tenant(s) is required to:

1. Keep the exterior of the manufactured home and the rented lot in a clean and sanitary condition consistent with the Rules and Regulations which are attached to this rental agreement as **Exhibit "H"** and form a material part thereof;
2. Refrain from storing outside on the lot occupied by the tenant's manufactured home building materials, furniture, or similar items usually not stored outside a home by a property owner in a residential area, consistent with the Rules and Regulations which are attached to this rental agreement as **Exhibit "H"** and form a material part thereof;
3. Dispose of all rubbish, garbage, and other waste materials in a clean and sanitary manner, consistent with the Rules and Regulations which are attached to this rental agreement as **Exhibit "H"** and form a material part thereof;
4. Abide by all reasonable written rules and regulations concerning the use, occupation, and maintenance of the premises, and amendments thereto, as provided for in **§ 7018** of the Code. The community Rules and Regulations are attached hereto as **Exhibit "H"**;
5. Abide by all reasonable written manufactured home standards, and amendments thereto as provided for in **§ 7007** of the Code and as are attached hereto as **Exhibit "J"**.
6. Septic systems are to be maintained by _____ Tenant Landlord (check one)
See § 7008(13)g.
7. With respect to trees planted by the tenant on the rented lot or trees located on the rented lot at the time that the manufactured home was sited, tenant shall be responsible for maintenance, care and removal of such trees. Tenant is responsible for the maintenance, care and removal of the following trees, in addition to those which tenant plants, on the lot:

Maintain, care for and remove, if necessary, trees on the lot, if the tree is less than 25 feet in height and has a main stem/trunk less than 6 inches in diameter. Such maintenance, care and removal means those steps required to maintain a live and healthy tree condition per standard horticultural practices in accordance with the standards as set forth by the American Association of Nurserymen.

Tenant is responsible to remove leaves, needles, pine cones, sap, pods, seed containers, or any such material normally produced by the tree as part of its life cycle.

Tenants' initials _____

5. **TERM OF RENTAL AGREEMENT.**

(a) **TERM:** This Agreement shall be for: (check only one)

 MONTHLY
 ANNUAL

The term shall commence with the first day of the term and shall continue unless terminated by either party in accordance with the Manufactured Home Owners and Community Owners Act, **25 Del. C. § 7001 et seq.** as attached hereto as **Exhibit "G."**

As a general rule the rental agreement will be automatically renewed, (subject only to modified provisions on the amount and payment of rent, or any other modified provisions reached by mutual agreement) by the landlord at its expiration unless:

- (1) The tenant notifies the landlord in writing, a minimum of 60 days prior to the expiration date of the rental agreement, that the tenant does not intend to renew it, or a shorter period of time as is mutually agreed upon by the parties. Your landlord requires a 60 day notice or;
 - (2) The landlord notifies the tenant in writing, a minimum of 90 days prior to the expiration of the rental agreement that the agreement will not be renewed for due cause as defined in **§ 7016 or § 7024(a)**.
- (b) **PREMATURE TERMINATION:** A tenant may under certain circumstances terminate this rental agreement early. Those reasons are fully detailed in § 7021 of the Manufactured Home Owners and Community Owners Act, **25 Del. C. § 7001 et seq.** as attached hereto as **Exhibit “G.”** That section of the Act has very specific provisions concerning the notice the tenant must give to the landlord before being able to avail themselves of early termination rights.
- (c) **RENEWALS OF AGREEMENT WITH AMENDMENTS OR MODIFICATIONS:** § **7009(b)** of the Act provides that a rental agreement may be renewed subject to modifications that are not prohibited by law, with the mutual agreement of all parties to the rental agreement.

If the Landlord intends to renew this rental agreement subject to amendments of modified provisions then the landlord shall give the tenant a minimum of ninety (90) days written notice prior to the expiration of the term of this agreement, that the agreement shall be renewed subject to amended provisions or modified provisions. The notice shall specify the modified or amended provisions, and the date on which any modifications or amendments shall take effect. The tenant will be asked to indicate agreement with the modifications by signing a new rental agreement, a renewal form, or an addendum containing the mutually agreed upon modifications. *See § 7009.*

6. RENTAL PAYMENT, FEES, CHARGES AND ADDITIONAL RENT.

- (a) **RENTAL PAYMENT DUE:** Tenants shall pay the rent for the entire term of this Agreement in equal monthly installments which is due on the first day of each month as set forth in this Agreement, in advance, without demand or set off at the office of the Landlord or at such other place as the Landlord may hereafter designate. The first month’s rent shall be appointed so as to fall on the first day of each month, and henceforth the rent shall be due on that date.
- (b) **LATE FEE:** If the rent is not paid within five days after the due date specified in this agreement than, a LATE FEE of the greater of twenty five dollars (\$25.00) or five (5)% of the monthly rental amount shall be due and owing. *See § 7020(f) and § 7008(b)(6)*. This late fee must be paid with the rent and shall be considered as additional rent for the purposes of this Rental Agreement. *See § 7016(b)(3)*.

- (c) **PASS THROUGH UTILITY CHARGE.** In addition a late fee will be charged if a Landlord is required to pay a tenant's utility charge to a third party due to the tenant's failure to do so. In addition to any late charge that the Landlord is required to pay to the third party, the landlord will charge a third party payment fee not to exceed the greater of \$25.00 or 5% of the total payment made to the third party. *See 7020(e).*
- (d) **FEES:** In addition to said rent, Tenant shall pay the Fees set forth in the Fee Schedule, a copy of which is attached hereto as **Exhibit "A,"** and is incorporated herein as if fully set forth in the body of the rental agreement. The fee schedule lists the fee or charge in a manner that identifies the service to be provided for the fee. A fee or charge may be considered as rent for the purposes of termination of a rental agreement, summary possession proceedings or for other purposes set forth in the Act. *See § 7020(a).* Generally fees may not be increased more than once during any twelve (12) month period. Charges to a tenant for utilities provided by the landlord to the tenant may be adjusted monthly without notice. *See § 7020(j).*
- (e) **UTILITY CHARGE.** Under this agreement the landlord may charge for utilities provided to the tenant by the Landlord. Those charges are listed on the FEE SCHEDULE, which is attached hereto as **Exhibit "A."** Utilities charges mean a charge by a Landlord or others to a tenant for a commodity such as water, sewer, electricity, fuel, propane, cable television or trash.

7. **SERVICES.**

- (a) **A SERVICES RIDER,** which contains a description of each utility, facility, and service provided by the Landlord and available to the Tenant and which clearly indicates the financial responsibility of the tenant and the landlord for installation and maintenance, and for the related fees or charges that may be imposed upon the tenant by the landlord is attached hereto as **Exhibit "B."** **Exhibit "B"** is incorporated herein as if fully set forth in the body of this rental agreement. The parties to this Rental Agreement agree to be bound by the indication of financial responsibility as they are listed on the Services Rider. *See § 7008(a)(9).*
- (b) **OPTIONAL USER FEE.** You will be responsible for the payment of any optional user FEE as set forth in the attached SERVICES RIDER. Continued use of a facility or service without paying the optional user fee may result in the termination of this rental agreement pursuant to § 7016. *See also § 7020(g).*

8. **SECURITY DEPOSIT.**

- (a) Tenants have paid in advance a security deposit in the amount set forth on the initial page of the Agreement, which shall be held and applied by Landlord in accordance with the law. In the event this Agreement is assigned by the Landlord, the Landlord shall have the right to transfer the security deposit to the assignee, which assignee shall deposit and use the security deposit in accordance with this paragraph, and Landlord will notify, in writing, the Tenants of the assignment. *See § 7017.*

- (b) The security deposit will be placed by the Landlord in an escrow bank account consistent with the requirements of § 7017(b)(1).
- (c) The security deposit may only be used by the Landlord for any purpose authorized by the Act in § 7017(c).
- (d) The security deposit may be increased commensurate with an increase in rent. Any increase in the security deposit shall be done in a manner consistent with § 7017(i).
- (e) Tenant is required by the Act to provide the landlord with a forwarding address in writing prior to moving out of the community. *See* § 7017(g). The failure to give a forwarding address in writing may affect your rights to your security deposit.

9. **USE OF PREMISES.**

- (a) Tenants agree that during the term of this rental agreement that the rented lot will be used and occupied as a single-family residence for the placement of a manufactured home and not for any other purposes. Except as permitted by the written consent of Landlord, no persons other than those listed on the application as occupants or defined as Tenants pursuant to this agreement shall be permitted to occupy the Premises.
- (b) **RULES AND REGULATIONS.** Tenant agrees to be bound by the written Rules and Regulations that are attached hereto as **Exhibit “H.”** **Exhibit “H”** is incorporated herein as if fully set forth in the body of this rental agreement. The Rules and Regulations have been promulgated pursuant to § 7018 of the Act. The Rules and Regulations may be amended from time to time consistent with the requirements of § 7018(c). The landlord may not arbitrarily or capriciously enforce a rule. *See* § 7018(b).

10. **TRANSFER OF THE RENTAL AGREEMENT.**

Tenants shall not, without prior written consent of the Landlord assign or transfer this rental agreement. If an existing tenant desires to sell or transfer the title to a manufactured home which the buyer intends to retain in the community the Seller must comply with § 7013 of the Act. The Act requires a tenant who plans to sell or transfer title to the home to a buyer or transferee to:

- (a) Notify the landlord in writing three (3) weeks prior to the scheduled sale or transfer of title of the manufactured home and the transfer of the rental agreement;
- (b) Give the name and address of the prospective buyer or transferee.
- (c) Fill out a **RENTAL AGREEMENT TRANSFER FORM** as attached hereto as **Exhibit “I,”** if the landlord accepts the prospective tenant. *See* § 7013(d)(1-2).

Failure on the part of the tenant to give the required notification to the landlord is grounds for termination of this rental agreement by the Landlord.

In order to remain on the rented lot the manufactured home that is being sold or transferred must qualify for retention in the community according to this community’s written **MANUFACTURED HOME STANDARDS** as attached hereto as **Exhibit “J.”** **Exhibit “J”** is incorporated herein as if

fully set forth in the body of this rental agreement. The proposed buyer or transferee under this provision must also be accepted or rejected, in writing, by the landlord using the same standards by which the landlord accepts or rejects any prospective tenant. *See* § 7013(b).

11. MANUFACTURED HOME STANDARDS.

- (a) The placement of a new home, the retention of existing homes, and the ability of homes to remain on the rented lot that are being transferred are all governed by written MANUFACTURED HOME STANDARDS as attached hereto as **Exhibit “J.”** Exhibit “J” is incorporated herein as if fully set forth in the body of this rental agreement. There are three types of written standards contained within the written standards. Those that apply to:
 - (i) Standards for manufactured home of prospective new tenants *See* § 7007(a);
 - (ii) Standards for manufactured home not for sale, *See* § 7007(b); and
 - (iii) Standards for manufactured homes for resale or transfer of title and retention in the manufactured home community, *See* § 7007(c).
- (b) The standards established in § 7007 a, b and c of the Manufactured Home Standards may not be arbitrarily or capriciously enforced. *See* § 7007(d).
- (c) A landlord may establish or amend standards pursuant to procedures set forth in § 7007(e).

12. NO LIABILITY FOR LOSS OR DAMAGE TO TENANTS’ PERSONS OR PROPERTY;

- (a) Tenants agree to be solely responsible for all loss or damage to Tenants or their property or to any other person which may be situated in the Rental Unit during the term of this Agreement or any renewal or extension thereof, including any loss by water, fire, or theft in and about the Rental Unit and storage area; gross negligence of Landlord, its servants, agents or employees excepted;
- (b) Tenant is strongly encouraged to procure and to maintain adequate content and liability insurance to afford protection against the destruction of the home or against the risks herein assumed.

13. SUBORDINATION.

This Agreement shall be subject to and subordinate to any lien of any mortgages and other encumbrances now existing or hereafter created on or against the Rented Lot, without the necessity of any further instrument or act on the part of Tenants, but Tenants agree upon demand of Landlord to execute, acknowledge, and deliver such instruments as shall be desired by any mortgage or proposed mortgagee or by any such person holding or about to acquire a ground rent or other encumbrances, to confirm the subordination herein set forth.

14. NO WAIVER BY LANDLORD.

Neither the failure of the Landlord to insist upon the strict and prompt performance of all the terms and conditions of the Agreement or any of them, nor the acceptance by the Landlord of such

performance thereafter shall be considered or construed as a waiver or relinquishment of Landlord's rights and Landlord may enforce the same in strict accordance with the Agreement and all of its Exhibits, in the event of any continuing or subsequent default on the part of the Tenants. *See* § 7018(b).

15. SURRENDER OF THE RENTED LOT.

Upon expiration or termination of this Agreement, Tenants shall surrender the Rental lot to Landlord in good condition and repair.

If the Tenants, upon vacating the rented lot, fail to remove all personal property from the Rental Unit then landlord shall have the right to remove and store the same at the Tenants' expense. At the end of seven (7) days if Tenants have failed to claim the personal property and to reimburse the Landlord for the expense of removal and storage, then the personal property may be disposed of by the Landlord without further notice or obligation to the Tenants.

16. RENTAL AGREEMENT SUMMARY.

The Rental Agreement Summary which contains a brief description of the manufactured home, the rented lot, rental amount, term, landlord's mailing address, tenant's mailing address, fees, security deposit, information regarding rent adjustment, community status, and method of notice is attached hereto as **Exhibit "C."** **Exhibit "C"** is incorporated herein as if fully set forth in the body of this rental agreement.

17. TERMINATION OF RENTAL AGREEMENT BY TENANT.

(a) Under certain circumstances the tenant may terminate the rental agreement during the first month of occupancy, or during the first 18 months of occupancy. *See* § 7021. These rights only arise if the tenant complies with certain notice provisions.

18. RIGHT OF LANDLORD TO ENTER THE HOME AND LOT.

(a) The landlord agrees to not enter into, under or on the manufactured home and lot without the permission of the tenant or an adult resident unless emergency circumstances exist and entry is required to prevent injury to person or property.

(b) Landlord may, with 72 hours written notice, inspect any utility connections owned by the landlord or for which the Landlord is responsible.

19. CLEANLINESS.

The Tenants will maintain the Rental lot in a clean and sanitary condition at all times and otherwise act consistent with the Rules and Regulations, which are attached hereto as **Exhibit "H."** Tenant will deliver the Rented Lot to Landlord at the expiration of the term of this Agreement in a clean and sanitary condition. Failure to do so may result in charges being deducted from the security deposit. *See* § 7017.

20. NOTICES.

Any notice to be given by the Landlord to the tenant shall be in writing and may be served either:

- (a) Personally by leaving a copy thereof at the tenant's dwelling place with an adult person residing therein; or
- (b) In lieu of personal service notice may be sent by registered or certified mail with return receipt requested, by first-class mail with proof of mailing postage-prepaid, addressed to the Tenants at the rented lot or at an alternative address which the tenant has provided in writing.

Any notice to be given by the Tenants to the Landlord shall be in writing and may be served either:

- (i) Personally by leaving a copy thereof at the Landlord's address as set forth above with any person in the employ of the Landlord whose responsibility it is to accept such notice.
- (ii) In lieu of personal service a copy of such notice may be sent by registered or certified mail with return receipt requested, by first-class mail with proof of mailing postage-prepaid, addressed to the Landlord at the address set forth on the first page. *See § 7015.*

21. TERMINATION OR NON-RENEWAL OF RENTAL AGREEMENT BY LANDLORD.

This rental agreement may be terminated or non-renewed for all of the GROUNDS FOR TERMINATION that are provided for in **25 Del. C. § 7016, Termination or nonrenewal of rental agreement by landlord; due cause: noncompliance.** A copy of that section of the Code is attached hereto as **Exhibit "D."** **Exhibit "D"** is incorporated herein as if it were fully set forth within the body of this addendum. There are several basic types of breaches or violations that could, pursuant to the Act, result in termination or nonrenewal of this rental agreement.

(a) Acts or Conduct that may result in Immediate Termination

The full list of breaches that may rise to this level are found in **Exhibit D**, in § 7016 (a).

(b) Conduct based violations.

After providing the required notice a landlord may terminate the rental agreement for the tenant's noncompliance pursuant to the Act. The tenant may be terminated for noncompliance with the terms of this rental agreement, and all of its incorporated parts, or the requirements of the Act itself. The procedure for such termination or nonrenewal is fully set forth in **Exhibit "D,"** and is incorporated herein by said reference. *See § 7016(b)(1) and (c).*

(c) Condition based violations.

If the noncompliance is based upon conditions on or of the premises the landlord may terminate or nonrenew pursuant to the procedures as more fully set forth in **Exhibit "D"** which is attached hereto, and is incorporated herein by said reference. *See § 7016(b)(2) and (c).*

(d) Non Payment of Rent, late fees, other fees and charges.

If payments of this nature are not timely made by the tenant then the landlord may terminate or nonrenew pursuant to the procedures as more fully set forth in **Exhibit "D,"** which is attached hereto and is incorporated herein by said reference. *See § 7016(b)(3) and (c).*

- (e) **Repeated instances of noncompliance**
Repeated instances of noncompliance by the tenant, even when corrected by the tenant may result in termination or nonrenewal of the rental agreement pursuant to the procedures set forth in **Exhibit “D,”** which is attached hereto and is incorporated herein by said reference. *See § 7016(c)(1-5).*
- (f) **Notice required.**
A landlord’s right to terminate or to nonrenew does not arise until the landlord has complied with the applicable notice provision upon which the landlord is relying for the termination or nonrenewal. *See § 7016(g).*

22. HOLDOVER TENANCY.

Following a determination by a court of competent jurisdiction that a landlord is entitled to possession of a rented lot in a manufactured home community, if the tenant continued in and/or continues in possession of the lot after the date of termination, expiration, or non-renewal of the rental agreement without the consent of the landlord, the tenant is liable for, and the landlord is entitled to receive a payment of double the periodic rent under the terminated, expired or non-renewed rental agreement, but only if the tenant held over in bad faith. *See § 7011.*

23. DELAWARE CONTRACT.

This Agreement shall be construed in accordance with the laws of the State of Delaware.

24. TERMS AND CONDITIONS.

This Agreement contains all of the terms and conditions agreed to by the parties hereto and shall not be amended or modified in any way, including but not limited to: course of conduct, or by non-enforcement of any provision, except by means of a written instrument executed by the parties hereto.

25. PARTIES BOUND.

This Agreement shall bind, and shall inure to the benefit of Landlord and Tenants and their respective heirs, successors and assigns. In the event “Landlord” or “Tenants” shall consist of more than one person or entity, the obligations and rights of Landlord and Tenants shall be the joint and several as to all persons or entities identified as “Landlord” or “Tenants”.

26. RECORDING.

It is understood and agreed by the Landlord and Tenants that this Agreement or any provision contained herein shall not be recorded. The recording of this Agreement or any provision contained herein shall constitute a material default.

27. DELAWARE MANUFACTURED HOME RELOCATION TRUST FUND.

As part of your rental agreement, and the provisions of the Act, you are required to make monthly payments to the landlord in the initial amount of \$1.50 per month for the Delaware Manufactured Home Relocation Trust Fund. A copy of 25 *Del. C.* § 7042 is attached hereto as **Exhibit “E.”** **Exhibit “E”** is incorporated herein as if it were fully set forth within the body of this agreement.

This amount may be amended from time to time by the Board of Directors of the Delaware Manufactured Home Relocation Authority. *See* § 7042(f)(1).

25 *Del. C.* § 7042(f)(1) and (2) sets the monthly fee at \$5.00, with \$2.50 to be paid by the landlord and \$2.50 to be paid by the tenant. Under this section the failure to pay to the landlord the tenant’s portion of the assessment as additional rent is grounds for termination of the rental agreement pursuant to § 7016.

28. SEVERABILITY CLAUSE.

If any section or provision of this agreement is found to be unenforceable invalid or illegal it shall have not effect on the remainder of the agreement and all remaining provisions shall remain enforceable.

29. TENANT RESPONSIBLE FOR DAMAGES.

Tenant by accepting this agreement covenants and agrees that tenant will be responsible for all damages accidentally, maliciously, intentionally, or negligently caused by the tenant, tenant’s family, guests or invitees to any of the property of the landlord.

30. MISCELLANEOUS.

Any headings or captions preceding the text of the paragraphs herein are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

31. NO ORAL REPRESENTATIONS.

Tenant has read and understood this agreement, and is competent to understand and enter into this agreement. Tenant has not relied upon any oral representations, provisions or warranties made by the landlord or its agent in renting the lot.

32. DEATH OF TENANT.

In the event of the death of the Tenant, the Landlord has the option to terminate the Rental Agreement or to extend a new Rental Agreement to the Estate of the deceased Tenant subject to the same requirements of a normal application for approval of a Rental Agreement. The death of the last surviving Tenant, who is signatory to this Rental Agreement, will constitute automatic termination of the tenancy. The benefit of this Rental Agreement may not be assigned, transferred or assumed by the decedent’s estate, heirs, next of kin or beneficiary named in a will or trust. Any payments owed by said Tenant to Landlord pursuant to this Rental Agreement shall remain a claim against Tenant’s estate.

33. RIGHT OF FIRST REFUSAL.

This Rental Agreement is subject fully to the Landlord's first refusal purchase rights set forth in **25 Del. C. § 7013** and the first offer rights set forth in **25 Del. C. §§ 7026-7036**, the provisions of which are both set forth fully in **Exhibit "G."**

34. INTENTIONALLY LEFT BLANK FOR USE BY COMMUNITY.

35. THE RECEIPT OF A COPY OF DOCUMENTS ACKNOWLEDGED.

Tenant(s) hereby acknowledge the receipt of the following and that they have read and understood each document:

Initials Name of document:

- _____ 1. **FEE SCHEDULE**, a copy of which is attached hereto as Exhibit "A;"
- _____ 2. **SERVICES RIDER**, a copy of which is attached hereto as Exhibit "B;"
- _____ 3. **RENTAL AGREEMENT SUMMARY**, a copy of which is attached hereto as Exhibit "C;"
- _____ 4. **GROUNDS FOR TERMINATION**, a copy of which is attached hereto as Exhibit "D,"
- _____ 5. **DELAWARE MANUFACTURED HOME RELOCATION TRUST FUND**, a copy of which is attached hereto as Exhibit "E;"
- _____ 6. **DELIVERY OF NOTICE**, a copy of which is attached hereto as Exhibit "F;"
- _____ 7. **MANUFACTURED HOME OWNERS AND COMMUNITY OWNERS ACT**, a copy of which is attached hereto as Exhibit "G;"
- _____ 8. **RULES AND REGULATIONS**, a copy of which is attached hereto as Exhibit "H;"
- _____ 9. **MANUFACTURED HOME STANDARDS**, a copy of which is attached hereto as Exhibit "J;"
- _____ 10. **WAIVER OF RIGHT TO EXISTING RENTAL AGREEMENT**, a copy of which is attached hereto as Exhibit "K;" and
- _____ 11. **PET AGREEMENT**, a copy of which is attached hereto as Exhibit "L;" and
- _____ 12. **ATTORNEY GENERAL'S summary of the Manufactured Home Owners and Community Owners Act**, which is attached hereto as Exhibit "M".

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year below written.

WITNESS:

LANDLORD:

LANDLORD:

_____ By: _____(SEAL)

Dated: _____

WITNESS:

TENANT:

_____ By: _____(SEAL)

Dated: _____

WITNESS:

TENANT:

_____ By: _____(SEAL)

Dated: _____

WITNESS:

SURETY or GUARANTOR:

_____ By: _____(SEAL)

Dated: _____

EXHIBIT A
FEE SCHEDULE

- **Application Fee = \$30.00 for each resident at least 18 years of age**
- **Late Fee = \$25.00**
- **Return Check Fee = \$30.00**
- **Third-Party Payment Fee = \$25.00**
- **Monthly Fee of \$2.50 to the Delaware Manufacture Home Relocation Trust Fund**
- **Cost of sewer system maintenance or repair**
- **Cost of repairs to or replacement of water and sewer pipes**

Fees to be imposed after Lessee receives notice of failure to comply with Community Rules and Standard, and Lessor has obtained permission to enter the Site and remedy:

- **Failure to keep lot free of inoperable vehicles = cost of towing**
- **Failure to cut grass = \$25.00 per hour**

EXHIBIT B
SERVICES RIDER

The following identifies the services and items to be furnished and/or paid by Community Owner ("CO") or Resident ("R"):

	<u>Furnish</u>	<u>Pay</u>
33. Electricity	_____	_____
34. Water (daily usage)	_____	_____
35. Sewer charge (daily usage)	_____	_____
36. Clearing of ice and snow from sidewalks; sanding and/or salting streets and common areas	_____	_____
37. Parking Lot Maintenance	_____	_____
38. Rubbish Removal (trash)	_____	_____
39. Yard Maintenance	_____	_____
40. Cable	_____	_____

Electricity

Service Size: _____
 AMP: _____
 Voltage: _____
 Service Provider: _____
 Responsibility begins at: _____

Water:

Water Provider: _____
 Connection Fee: _____
 Responsibility begins at: _____

Sewer:

Sewer Provider: _____
 Connection Fee: _____
 Type of System: _____
 Responsibility begins at: _____

Location of Fire Hydrant: _____

Other obligations: _____

EXHIBIT C
RENTAL AGREEMENT SUMMARY

Rental Agreement between _____ and _____
 For Manufactured Home: _____
 HUD/BOCA, SW/DW, Make _____ Model _____ Year _____

Serial No: _____ Tag No.: _____

Community Owner Site Location: _____

 Community Owner Mailing Address
 for Fees, Rent, Utilities and Notices:

Resident Home Site: _____ Resident Mailing Address: _____

Term _____ () Year(s)

Rental Agreement Commencement Date: _____ Rental Agreement Expiration Date: _____

Monthly Rent: \$ _____ Due Date: _____

Late Charge On Rent _____ Grace Period _____

Other Fees:(1)Sewer, water, and other utilities (see Services Rider)
 (2)Other fees (see Fee Schedule in or attached to Rental Agreement)

Renewal Date: _____

Increase in rent notice to be sent (proof of mailing): _____

Security Deposit
 (may be increased upon renewal): \$ _____

Residency is subject to Rental Agreement, Rules and Regulations and home standards. Please read all contractual documents prior to signing.

Rent Charged for the lot for the 3 most recent past years:

3 Years Ago	\$ _____ per year
2 Years Ago	\$ _____ per year
1 Year Ago	\$ _____ per year

EXHIBIT D
COPY OF GROUNDS FOR TERMINATION SECTION 7016A

§ 7016 Termination or nonrenewal of rental agreement by landlord; due cause: noncompliance.

(a) A landlord may terminate a rental agreement with a tenant immediately upon written notice if the tenant does not comply with the terms of the rental agreement or the requirements of this subchapter and the noncompliance is the result of:

(1) Clear and convincing evidence that conduct of the tenant or of a resident of the tenant's manufactured home caused, is causing, or threatens to cause, immediate and irreparable harm to any person or property in the manufactured home community;

(2) Conviction of a crime or adjudication of delinquency committed by a tenant or by a resident of the tenant's manufactured home, the nature of which at the time of the crime or act of delinquency caused immediate and irreparable harm to any person or property in the manufactured home community;

(3) Clear and convincing evidence of a material misrepresentation on the tenant's application to rent a lot in the manufactured home community which, if the truth were known, would have resulted in the denial of the application;

(4) The failure of the tenant to provide proper notification to the landlord prior to selling or transferring to a buyer or transferee title of a manufactured home which the buyer or transferee intends to retain in the manufactured home community, pursuant to § 7013(c) of this title; or

(5) The failure of a tenant to bring his or her manufactured home into compliance with written standards pursuant to § 7007(b) or § 7013(e) of this title.

(b) A landlord may terminate a rental agreement with a tenant by providing prior written notice as follows:

(1) If the tenant's noncompliance with the terms of the rental agreement or the requirements of this subchapter involves conduct of the tenant, of a resident of the tenant's manufactured home, or of a guest or visitor of the tenant or resident which results in the disruption of the rights of others entitled to the quiet enjoyment of the premises, the landlord shall notify the

tenant in writing to immediately cause the conduct to cease and not allow its repetition. The notice must specify the conduct which formed the basis for the notice and notify the tenant that if substantially the same conduct recurs within 6 months, whether or not the 6-month period falls within 1 lease period or overlaps 2 lease periods, the landlord may immediately terminate the rental agreement and bring an action for summary possession; or

(2) If the noncompliance is based upon a condition on or of the premises of the manufactured home community, the landlord shall notify the tenant in writing, specifying the condition constituting the noncompliance and allowing the tenant 12 days from the date of mailing or personal service to remedy the noncompliance. If the tenant remains in noncompliance at the expiration of the 12-day period, whether or not the 12-day period falls within 1 lease period or overlaps 2 lease periods, the landlord may immediately terminate the rental agreement and bring an action for summary possession; or

(3) If rent, which includes late fees for rent, other fees and charges, including utility charges, and the Trust Funds assessment, is not received by the landlord by the 5th day after the due date or during the grace period stated in the rental agreement, whichever is longer, the landlord shall notify the tenant in writing, demanding payment and stating that unless the required payment is made within 7 days from the date of mailing or personal service, the rental agreement will be terminated. If the tenant remains in default after the 7-day period, whether or not the 7-day period falls within 1 lease period or overlaps 2 lease periods, the landlord may terminate the rental agreement and bring an action to recover the rent due and for summary possession.

(c) Whether or not repeated instances of noncompliance fall within 1 lease period or overlap 2 or more lease periods, if there are repeated instances of noncompliance by the tenant with a provision of the rental agreement, with any rule or regulation material to the rental agreement, or with a provision of this subchapter, even when corrected by the tenant, a landlord may immediately terminate the rental agreement and bring an action for summary possession and any moneys due, or may refuse to renew the agreement pursuant to § 7009 of this title. "Repeated instances of noncompliance" include:

(1) Failure of the tenant on 4 separate occasions within 12 consecutive payment periods, to make a rent payment by the fifth day after the due date or during the grace period stated in the

rental agreement, whichever is longer, resulting in notice being sent to the tenant pursuant to paragraph (b)(3) of this section;

(2) Failure of the tenant on 2 separate occasions within 12 consecutive payment periods to reimburse a landlord within 7 days of notice from the landlord to the tenant that the landlord paid the tenant's utility charge;

(3) Tender by the tenant on 2 separate occasions within 12 consecutive payment periods of a bank draft or check which is dishonored by a financial institution for any reason, except for a mistake by the financial institution;

(4) Four separate incidents of noncompliance as described in paragraph (b)(1) or (2) of this section within a 12-month period; or

(5) Any combination of four separate incidents of noncompliance as described in any subdivision of this subsection within a 12-month period.

EXHIBIT E
COPY OF SECTION 7014
DELAWARE MANUFACTURED HOME RELOCATION TRUST FUND

§ 7042 Delaware Manufactured Home Relocation Trust Fund [Terminates effective July 1, 2024]

(a) The Delaware Manufactured Home Relocation Trust Fund (Trust Fund) is established in the Division of Revenue of the Department of Finance for exclusive use by the Delaware Manufactured Home Relocation Authority to fund the Authority's administration and operations. All interest earned from the investment or deposit of moneys in the Trust Fund must be deposited into the Trust Fund.

(b) Moneys in the Trust Fund may be expended for only the following purposes:

(1) To pay the administrative costs of the Authority.

(2) To carry out the objectives of the Authority by assisting manufactured homeowners who are tenants in a manufactured home community where the community owner intends to change the use of all or part of the land on which the community is located or where the community owner intends to convert the manufactured home community to a manufactured home condominium community or to a manufactured home cooperative community pursuant to Chapter 71 of this title, and by assisting manufactured home community owners with the removal and/or disposal of nonrelocatable or abandoned manufactured homes.

(3) To carry out the Authority's responsibilities under subchapter VI of this chapter.

(c) After notifying the manufactured home owners who are tenants in a community owner's manufactured home community that the community owner intends to change the land use or to convert the community pursuant to paragraph (b)(2) of this section, if the community owner does not change the land use or convert the community within 3 years of notification, or if the Authority finds there is prima facie evidence under § 7024(c)(2) of this title that the owner did not intend in good faith to change land use, the community owner shall within 30 days of the date the Authority provides written notice to the community owner, reimburse the Authority for whatever moneys the Authority has expended from the Trust Fund with respect to that manufactured home community, along with double the legal interest rate. The date of the mailing of notice by the Authority is deemed the date that a community owner is notified about reimbursing the Authority.

However, if the community owner, with due diligence, has not been able to complete the change-in-use process within 3 years, the Authority may grant a reasonable extension to the community owner to complete the process.

(d) The Trust Fund terminates on July 1, 2024, unless terminated sooner or extended by the General Assembly.

(e) The cap on the Trust Fund is \$15 million. The cap may be adjusted, eliminated or reinstated by the board of directors of the Authority at any time, subject to the voting requirements of § 7041(c)(3) of this title.

(f) If the Trust Fund ceases to exist, the funds held at the time of dissolution must be liquidated as follows:

(1) Fifty percent of the total funds, on a per capita basis, to tenants of rented lots in manufactured home communities in Delaware who have occupied the lots for at least the 12 months immediately prior to the time of the dissolution.

(2) Fifty percent of the total funds to landlords owning rented lots at the time of dissolution, prorated on the number of lots actually rented by the landlords for at least the 12 months immediately prior to the time of dissolution.

(g)(1) The Board shall set a \$3.00 monthly assessment for deposit in the Trust Fund for each rented lot in a manufactured home community. The board may adjust, eliminate or reinstate the assessment, and shall notify landlords and tenants of each adjustment, elimination or reinstatement pursuant to board regulations.

(2) One-half of the monthly assessment set pursuant to paragraph (g)(1) of this section is the obligation of the tenant of the rented lot, and 1/2 of the assessment is the obligation of the landlord. The landlord shall collect the tenant's portion of the assessment on a monthly basis as additional rent. The landlord shall remit to the Trust Fund both its portion and the tenant's portion of the assessment on a quarterly basis. The landlord is responsible for safeguarding all assessments it collects. Failure by a tenant to pay to the landlord the tenant's portion of the assessment as additional rent is grounds for termination of the rental agreement pursuant to § 7016 of this title. An assessment is not due or collectable for a vacant lot.

(3) If a lot is rented for any portion of a month, the full monthly assessment must be paid to the Trust Fund.

(4) If a rental agreement contains a capping provision which limits the amount by which rent may be increased, the Trust Fund assessment is deemed not to be rent for purposes of rent increases.

(5)a. If within 30 days of the quarterly due date a landlord fails to remit to the Trust Fund both its portion and the tenant's portion of the assessment, the Authority may, but shall not be required to, notify the landlord in writing, demanding payment and stating that, unless the required payment is made within 7 days from the date of mailing, legal action may be initiated in a court of competent jurisdiction to collect any assessment, interest, at the rate of 1% per month until paid in full, or other sums due and owing. Any written notice must comply with § 7015 of this title. If the Authority is awarded a judgment in its favor, the Authority may request and the court shall award reasonable attorney's fees, costs, and expenses. Failure by the Authority to provide such notice described herein shall not be prejudicial to the Authority's right to pursue such cause of action.

b. A landlord may assert as an affirmative defense to legal action initiated pursuant to paragraph (g)(5)a. of this section above that a tenant has failed to pay its portion of the assessment; there shall be a rebuttable presumption that the tenant has paid its required assessment amount, in full.

(g) The Authority may not for any reason, including age, income level or geography, exempt any landlord or tenant from paying the Trust Fund assessment.

(h) The Trust Fund must be audited annually. If the State Auditor's Office performs the audit, the Authority shall pay to the State from the Trust Fund the cost of the audit. The completed audit must be made available to the public by placing it on a website, by offering it as a hard copy for a fee which reflects reasonable reproduction cost, or in some other manner determined by the Authority.

(i) In addition to providing for an annual audit pursuant to subsection (h) of this section, the Authority shall make available to the public, at least on a quarterly basis, the amount of the

payment made to each tenant and landlord, along with a description of the property related to the payment and the reason for the payment.

EXHIBIT F
COPY OF SECTION 7015
DELIVERY OF WRITTEN NOTICE

§ 7015 Delivery of written notice.

(a) Unless otherwise specified, notice required by this subchapter may be served personally upon a tenant of a manufactured home community by leaving a copy of the notice at the tenant's dwelling place with an adult person who resides therein. Notice required by this subchapter may be served personally upon a landlord or upon any other person in the employ of the landlord whose responsibility is to accept such service. If a landlord is a corporation, firm, unincorporated association or other artificial entity, service of the notice may be made by leaving a copy of the notice at its office or place of business with an agent authorized to accept such notice or authorized by law to receive service of process. Service of notice or process may be obtained through personal service by a special process-server appointed by the court.

(b) In lieu of personal service, notice required by this subchapter may be sent by regular first class mail with proof of mailing or by certified mail, return receipt requested, to the tenant at the address of the tenant's rented lot, or at an alternative address which the tenant provided in writing to the landlord. Notice required by this subchapter may be sent by regular first class mail with proof of mailing or by certified mail, return receipt requested, to the landlord at the landlord's last known dwelling place or at the landlord's last known office or place of business. Proof of mailing regular first class mail on U.S. Postal Service Form 3817 or its successor, or a return receipt, signed or unsigned, for certified mail constitutes valid service of any notice required under this subchapter.

EXHIBIT G

COPY OF THE LANDLORD TENANT CODE

Attached

**SUMMARY OF MANUFACTURED HOME OWNERS
AND COMMUNITY OWNERS ACT**

Attached

EXHIBIT H **COMMUNITY RULES AND REGULATIONS**

TO PROTECT YOUR INVESTMENT AND INCREASE THE VALUE OF YOUR HOME, RULES AND REGULATIONS HAVE BEEN ADOPTED TO ENHANCE THE DESIRABILITY OF RESIDING IN THE COMMUNITY. IT IS THE SINCERE DESIRE OF THE MANAGEMENT TO MAKE THIS AN ATTRACTIVE COMFORTABLE, HEALTHY AND ENJOYABLE PLACE FOR YOU, YOUR FAMILY AND YOUR NEIGHBORS. THE FOLLOWING RULES AND REGULATIONS ARE IN ACCORDANCE WITH CHAPTER 70 OF THE DELAWARE – LANDLORD CODE. TO ACHIEVE A BASIC UNDERSTANDING BETWEEN TENANT AND MANAGEMENT, THE RESPONSIBILITIES OF EACH ARE SET FORTH CLEARLY AND MUTUALLY AGREED TO BELOW:

1. PETS – No resident shall keep, house, maintain, feed, or care for any pet for anyone else at any time in the Park.

RESIDENT shall not keep or harbor any pet (including an animal, bird, rodent, or reptile of any kind) for which prior written approval has not been given by LANDLORD. Having a pet in the community is a privilege which can be revoked if the following provisions are not complied with in their entirety:

1. No pets are permitted except those declared, identified, and approved by management at the time of application for tenancy. No more than one pet will be permitted at any site. No pet taller than 12 inches at the shoulder or 25Lbs. at maturity will be accepted. Pets, if accepted, must be kept under the control and responsibility of the RESIDENT. **Guests are not permitted to bring pets into the community.**
2. Prior to bringing any pets into the community, all pets must be registered with the community office. Information necessary for registration is type of pet, size, age, weight, height, and photo.
3. Only house pets are permitted in the Community. House pets are herein defined as dogs and cats which remain inside the house at all time except when being walked on a leash. Under no condition will a dog will a dog or cat be allowed to run free.
4. No RESIDENT may keep or harbor any of the following breeds (or mixes) of dogs: German shepherds, pit bulls, Rottweilers, Dobermans, dingoes, or huskies.
5. Any pet outside the home must be kept on a leash. Not pet is to invade the privacy of any RESIDENT'S site, including flower beds and shrubs. RESIDENT is responsible for any damage to property, waste, or disturbances or annoyances (such as barking, snarling, and growling) caused by pet.
6. Dog houses, animal runs, pens or any type of pet enclosure are **strictly prohibited.**
7. Cats are not permitted to run loose at any time. Cats must be spayed or neutered (written veterinarian proof required).
8. RESIDENT is encouraged to spay or neuter dogs. Keeping a pet for breeding purposes is prohibited. However, in the event of offspring, LANDLORD must be

notified and written permission obtained for offspring to stay in the Community for the nursing period.

9. Noisy or unruly pets or those which have violated any other provision of this appendix must be removed from the Community.
10. Pets may not be curbed on other RESIDENT'S yards, recreation areas or any other common ground in the Community. RESIDENT is responsible for daily pick up and proper disposal of any pet droppings on RESIDENT'S site or anywhere inside the Community or on its perimeter. Pet droppings left to accumulate become a health hazard and smell.
11. RESIDENT is responsible for compliance with all applicable state, city or county regulations and requirements with respect to licensing, vaccinations, health, and leash laws. Current copy of rabies certificate must be kept in the office in RESIDENT'S file and license tag is to be worn by pet at all times when walked on leash outdoors.
12. Not pet which has displayed a propensity to attack either human beings or other animals without provocation and no pet which has been determined to be a "dangerous pet" shall be permitted in the Community for any purpose or at any time whatsoever. Any such animal or pet considered an "aggressive animal" shall not be permitted in the community.
13. Birds which are of the nature of house pets are allowed, however, no birds, fowl or animals of any kind are to be bred or raised on site or in home for business purposes
14. Outside caged pets and/or farm animals are prohibited.
15. Snakes or any type of reptile that is considered dangerous or poisonous are strictly prohibited. Pot belly pigs are strictly prohibited.
16. In the event false information is provided of the pets and in the event the described pet exceeds the pet qualifications at full growth, said pet must be removed from the Community.
17. Violations of any provisions of this appendix will result in a twelve (12) day letter pursuant to section 7010 of the Delaware Code being issued requiring the remedy or correction of the deficiency. Failure to correct or remedy the condition within twelve (12) days may result in the termination or non-renewal of the Rental Agreement.
18. Permission is granted only for the pet listed below. If RESIDENT loses this pet, or if the pet dies, the pet may not be replaced without prior written permission of LANDLORD subject to this section.

2. **PARKING** –

No automobiles shall be parked in roadways, streets or on lawns. Tenants or guests shall park only in their designated places. Tenants are not permitted to park more than two (2) vehicles on their parking pad, unless the tenants has an extra parking pad in place. Tenants are not permitted to park in vacant homes' or vacant lots' parking spaces. Parking of your vehicle is to be on your lot parallel to your lot. If you have guests, please park vehicles so that your neighbor's parking will not be hindered. Boats, trailers, campers and other vehicles are not to be parked on your lot. A run-about boat up to 16' maximum would be allowed. Parking of this boat is permitted directly behind driveway. Do not cross the buffer zone

Limit vehicle washing to once per month. Guest's vehicles cannot be washed in the Park at any time.

Please observe any signs posted throughout the park relating to speed and traffic control. Although the Park assumes no responsibility in the event of an accident, we ask the cooperation of all residents. Parents should keep all children off the streets at all times.

The speed limit on Park roads is 10 miles per hour. Please inform anyone coming into the park of the speed limit. No motorized vehicles, such as motorcycles, mini-bikes or all-terrain vehicles are allowed to be ridden on park roads or property at any time or kept on your lot.

The road on which you live must be kept open at all times. No vehicle should be driven anywhere on your lot except where it is stoned or paved.

- (a) No major automobile repairs are permitted in the Community. Vehicles must not be blocked or jacked up for more than a 24-hour period. Unregistered vehicles, vehicles which are disabled with no intent to immediately be repaired, and vehicles with flat tires where no intent exists to immediately repair or replace said tires are not permitted to be stored or maintained in the Community. The passage of thirty (30) days without significant activity under this rule shall be prima facie evidence in favor of the landlord as a lack of intent under this section and shall result in the towing of such vehicles by management at the expense of the offending tenant.
- (b) Vehicles must be registered and tagged at all times.
- (c) Cars with no mufflers or loud mufflers are not permitted in the Community.
- (d) Tenant(s) are responsible for keeping the parking area clean and free from vehicle leakage, including but not limited to, oil, antifreeze, and transmission fluid.
- (e) **Campers, motor homes large commercial vehicles and other similar vehicles are not permitted in the Community.**

3. **General conduct** –

- (a) Adult residents shall be responsible for the conduct of the members of their family, as well as that of their guests, and shall be held liable for any damage caused to the property of others or Community property. Children are to respect personal property of others as well as their lot boundaries. No resident (including children) is permitted to trespass on other resident's lots or use resident's lots as shortcuts through the Community unless invited to do so. Every resident is expected to conduct himself in a dignified and neighborly manner. Please be considerate of others.

- (b) The conviction of any tenant or resident for any crime or the breach of any law which is characterized as a misdemeanor or felony shall be considered as a material breach of the rental agreement. Such breach is not subject to remedy or correction and therefore the lease agreement shall terminate immediately upon such conviction.
 - (c) No guns of any type or description may be used or discharged within the Community. Specifically, B-B guns, sling shots, and bow & arrows are prohibited in the Community.
 - (d) Complaints relative to any family in the Community will be discussed in private with the particular family involved. In cases where complaints continue after the family has been properly notified, eviction will be sought.
 - (e) Public drunkenness the use of profane, loud, boisterous talk will not be tolerated where it disturbs or interferes with any other tenant's right to quiet and peaceful enjoyment and it will be grounds for eviction.
 - (f) No playing of radio, television, stereo system or musical instruments at any time at a level which permits them to be heard on the next lot. All residents of the Community have the right to peaceful and quiet enjoyment. To insure you of peaceful living, those persons (residents or guests) who cause multiple complaints of loud parties, noise or unruly conduct will be asked to leave.
 - (g) No ball-playing is permitted in the streets. No individual basketball hoops or poles allowed.
 - (h) Curfew: Summer – All children under the age of 18 must be off the streets by ten (10:00) p.m. Winter – All children under the age of 18 must be off the streets by nine (9:00) p.m.
 - (i) Skateboards, roller skates, roller blades, or any other toys are not permitted to be ridden after dusk. Bicycles may be ridden in the Community until dusk only. After dusk, bicycles may be ridden out of the Community and to your home only and must have lights.
 - (j) No swimming pools or trampolines are permitted in the communities.
4. **Speed Limit:** Ten (10) miles per hour must be obeyed on all streets. Speed limits will be enforced. Violation of the speed limit will be grounds for eviction. This speed limit is for all vehicles and is established for the safety of all Tenants and their families and guests. Strict compliance with the speed limit shall be observed by each individual. All intersections shall be considered YIELD corners. Pedestrians ALWAYS have the right-of-way.
5. No mini-bikes, motorbikes or go-carts are permitted in the Community. Joy-riding will not be permitted in the Community.
6. **SEWER:** It shall be the Tenant's responsibility to keep sewer lines open. If a sewer line is clogged because of foreign matter, and not by an obstruction in the main sewer line, the Tenant will have to pay the charge for cleaning his own sewer line. paper or disposable diapers, flushable wipes sanitary napkins, tampons, razor blades, paper or cloth towels, wash cloths, baby pants, diapers, food, vegetables, grease, cooking oil, meats, no kitty litter as cats are not allowed. or other items not intended for you sewage system must be discarded in plastic bags and may NOT BE FLUSHED

DOWN THE TOILET INTO THE SEWER. Any clogging of sewer lines caused by these items will be opened at the Tenant's expense.

Each tenant is solely liable and responsible for keeping his own water and sewer connections from freezing and shall arrange for such repairs. The constant running of water to prevent lines from freezing is absolutely prohibited and shall constitute grounds for eviction.

7. No peddling, soliciting or commercial enterprise is allowed in the Community.
8. Management will not be responsible for damage, injury or loss by accident, theft, fire, mischief or acts of God to either the property or person of tenant or guests and you are hereby notified that you will assume all such risk in such matters.
9. Snow Removal: Snow will be removed from the street by the management, if and when necessary and practical. Each tenant is responsible for keeping his own walkway and parking spaces clear of snow. No rock salt on concrete surfaces. Refrain from walking on roadways during icy or unsafe conditions.
10. No yard sales allowed in the Community.
11. Tenant is responsible for removal of all yard waste.
12. No fire pits or trampolines are permitted anywhere in the Community.
13. All holiday decorations must be taken down and stored out of sight within fifteen (15) days after the date of the holiday. Christmas trees can be disposed of at the local landfill on route five.
14. No subletting permitted. Tenant must own the mobile home.

We reserve the right to alter, amend, or change any or all of the rules and regulations as it becomes necessary to protect the health, welfare and safety of our residents. Upon such changes being noticed in writing, they shall become part of these rules and regulations and part of the lease. If tenant breaches any of the above rules or regulations, landlord shall reserve the right to notify tenant of the breach. If the breach is not corrected, landlord may terminate the lease and seek possession by appropriate court procedure.

THE PARK RULES AND REGULATIONS ARE PART OF YOUR LEASE. CONTINUED VIOLATION AFTER NOTICE WILL BE CAUSE FOR EVICTION FROM THE PARK.

Exhibit “J”
MANUFACTURED HOME STANDARDS

TO PROTECT YOUR INVESTMENT AND INCREASE THE VALUE OF YOUR HOME, RULES AND REGULATIONS HAVE BEEN ADOPTED TO ENHANCE THE DESIRABILITY OF RESIDING IN THE COMMUNITY. IT IS THE SINCERE DESIRE OF THE MANAGEMENT TO MAKE THIS AN ATTRACTIVE COMFORTABLE, HEALTHY AND ENJOYABLE PLACE FOR YOU, YOUR FAMILY AND YOUR NEIGHBORS. THE FOLLOWING RULES AND REGULATIONS ARE IN ACCORDANCE WITH CHAPTER 70 OF THE DELAWARE – LANDLORD CODE. TO ACHIEVE A BASIC UNDERSTANDING BETWEEN TENANT AND MANAGEMENT, THE RESPONSIBILITIES OF EACH ARE SET FORTH CLEARLY AND MUTUALLY AGREED TO BELOW:

1. Skirting of your home must be completed within thirty (30) days after entrance into the Community, in compliance with the Sussex County Building Code. Skirting material must be vinyl or galvanized painted tin. Hitches must be removed from the home so that the lower portion of the home can be completely enclosed. Proper skirting as described must be maintained throughout your stay in this Community.
2. Exterior antennas are not permitted. No amateur (ham) radio is to be installed in the Community. Satellite dishes are permitted in the Community. Dishes may be not larger than 18” round or 36” x 22” oval. Location of satellite dishes requires management approval based on whether the installation is structurally sound and aesthetically located. The liability of a satellite dish is the tenants’ responsibility.
3. No garbage, bottles, furniture, tires, outdoor toys, etc., are to be stored in a visible location at the mobile home. Items should be stored in a shed that has been approved by management.
4. Lawns must be kept mowed, neat and tidy. Grass height must not exceed 6” (inches). Should the grass on your lot exceed 6”, management will cut the grass and charge the resident \$25.00 per hour. There will be no warning letters for non-compliant grass height. No composting permitted in the Community. Tenant is responsible for removal of all yard waste.
 - a. Planting of flowers is permitted. No additional planting of trees is permitted.
5. No lettering, signs or insignias shall be displayed on any lot, home or window except **owner’s name and address**. Further, your **lot number must be placed on the front of your home immediately upon its placement in the Community**. **“FOR SALE” signs will be limited to 24 x 24 inches**.
6. Tenants may install only an **UMBRELLA CLOTHESLINE** and this must be in a concrete foundation and kept in good condition; no broken frames or hanging lines.
7. Location and type of all storage sheds, patio covering, porches and/or masonry work, **must be approved by management prior to construction or installation**. You must obtain a letter from the community office and a permit from the Sussex County building inspector’s office before you begin construction. Management reserves the right to refuse any construction. Any new construction in Community must be completed within

thirty (30) days from date of management's written permission. No P.O.D.s allowed. Storage shed must be on a concrete foundation with one row of blocks and anchored securely. You will be held responsible for any damage caused by your shed if blown in the Community during a storm. Sheds must be T-111 or vinyl siding and color coordinated to the existing home, largest size 10 x 12 feet. Tenants are limited to one (1) shed per rented lot. The sheds, must be maintained in good repair, clean and sanitary. Outside storage buildings or sheds must have at least 64 square feet and no more than 150 square feet of floor area. Sheds must be delivered to the site already fully assembled. Sheds are to be placed on a minimum of one row of blocks. Permitted storage buildings are to be constructed of salt-treated wood with either texture T1-11 or vinyl siding and a shingle roof. Plans of such buildings must be submitted to the Community and approved before purchased or delivered to the site. Sides on shed must be painted using salt-treated T1-11 or siding approved by the Community. Plywood is not allowed as siding or roof materials.

8. Tenants are not allowed to have a fence of any type unless management gives approval.
9. All homes must have precast steps, fiberglass steps, or a deck with steps. All exterior doors must have steps, preferably landings with treated wooded steps. Decks must be no smaller than 8' x 10' (built according to Sussex County code) and approved by management.
10. No swimming pools or hot tubs shall be allowed on the premises. Specifically, no pools with filters are permitted. Only small kiddie pools less than two (2) feet deep and less than ten (10) feet in diameter are permitted, which must be taken down and put away each night.
11. Management approval of individual swing sets allowed in this Community.
12. No ponds of any kind are permitted in the Community. .
13. Tenants may not screw hammocks into trees.
14. Garbage collection is provided by the Community. It must be wrapped and placed in water-tight containers. Trash should not be placed out for pickup earlier than the night before pickup. Please, for the convenience of your neighbor, do not put garbage cans or other containers out at any other times. The containers must be kept tightly sealed, clean and neat. **Cans should be removed from the curblines as soon as possible after garbage has been collected.** The containers must be placed to the rear of the mobile home. The area surrounding the containers must be kept clean and neat. **NO BURNING OF TRASH OF ANY KIND.**
15. The tenant shall maintain all water, gas, electrical and sewage connections from the outlets on the utility posts or in the ground to the mobile home.

16. **Plumbing:** Must be kept in good repair and plumbing leaks are to be repaired immediately. (The Landlord reserves the right to shut off the water supply to a home if a water leak exists whenever such action is deemed by the Landlord to be in the best interests of the Community.) All homes must have a check valve on tenants' water line. No outside running water permitted.
17. **Heat Tapes:** Each tenant is solely liable and responsible for keeping his own water connections and water lines from freezing. All heat tapes must be installed according to manufacturer's instructions. Heat tape must be installed and functioning on all water lines. Allowing water to run continuously to prevent frozen water lines is strictly prohibited and will be cause for termination of the lease.
18. No tarps of any kind permitted in the Community; provided however, tenant may maintain neat and tidy covers over their A/C units during the winter.
19. No broken or cracked screens, glasses, doors, windows, etc. permitted in the Community. All blinds and/or shades need to be in good repair. No sheet or blankets may be used as curtains.
20. Cool sealing is required on all homes with metal roofs in the Community.
21. Tenant is required to repair all bad shingles. No roofs in disrepair permitted in the Community.
22. New homes being placed in the Community must not be older than 5 years old. Management must approve all new homes.
23. **QUALITY AND APPEARANCE:** Unit must be in excellent condition and appearance, with all components intact. If existing home is sold by Tenant, it will not be allowed to remain in Community unless it meets standards for entry level homes.

Any existing home in current need of repair or maintenance needed to protect the safety and value of the home and property has 1 year from the written notification to comply with the "Material Specification".

24. **MATERIAL SPECIFICATIONS:**
 - a. Fiberglass shingle or galvanized colored tin (Galvalume Product) roof, with a minimum 3.5 to 1 "A" type roof pitch. Factory installed "A" roof must be maintained.
 - b. Painted galvanized or vinyl skirting between unit and ground.
 - c. Vinyl siding without any indication of rusting, loosening, weathered appearance, mismatched panels, rusting screws or fasteners.
 - d. Accent trim on home must be repainted as needed.
 - e. All windows, doors and other components shall be factory installed or like-kind and good quality replacements. Must have shutters or trim on all windows before placement in Park.
 - f. The mobile home must be enclosed with painted galvanized or vinyl skirting material underneath prior to being occupied by Tenant.
25. **MISCELLANEOUS:** The unit must conform to the requirements of State of Delaware and Sussex County sanitation, housing, building and health codes. Existing homes must comply with the standards for new placements in the Community by January 1, 2014.

EXHIBIT "K"
WAIVER OF RIGHT TO EXISTING RENTAL AGREEMENT

I _____, an existing tenant of _____ pursuant to a written rental agreement, dated: _____ do knowingly, and intelligently waive any and all rights I have under my existing rental agreement including but not limited to my right to compel the landlord to continue to use the provisions of my current agreement. **I understand that I am waiving any and all rights, I have to maintain the terms and conditions of the original rental agreement and any other rights I have under that agreement**, so that I may execute a new rental agreement. The new rental agreement has been drafted to comply with the provisions of the Manufactured Home Owners and Community Owners Act, a copy of which I hereby acknowledge having received.

I understand that when I execute the new rental agreement, that the new rental agreement will govern my relationship with the landlord from the date of execution until the termination of the rental agreement. I also understand that the Manufactured Home Owners and Community Owners Act will govern the relationship between the Landlord and myself under the new rental agreement.

Tenant

Tenant

Dated _____

Dated _____

Signed in the presence of _____

Dated: _____

NOTE: The original of this waiver should be attached to the front page of the new rental agreement.

EXHIBIT “L”
PET AGREEMENT

I (we), _____ (Tenant or Tenants) of _____
_____, hereby agree to the following:

I (we) are permitted to have only one pet (cat or dog), which pet shall weigh less than 25 pounds

The pet is a _____, and its name is _____ (the “Pet”). Such Pet shall have all required vaccinations, and shall be licensed annually as required by the applicable governmental authorities. Such Pet shall at all times have a collar with appropriate identification such that its name and the address of the owner can be ascertained from such identification.

As required by the Rental Agreement, the Pet is to be restrained and under the control of the Tenants at all times. Tenants shall clean up after the Pet. The Pet shall not be noisy, unruly, dangerous or a nuisance to others.

If, at any time, in the opinion of the Landlord, the Pet or the Tenants actions or non-actions with respect to the Pet shall become a detraction to the quality of life in the Community, the Landlord shall have the right to terminate this Agreement.

Upon the termination of this Agreement, and the withdrawal of the permission of having the Pet, the Tenants shall immediately remove the Pet from the community. A failure to comply with this provision shall entitle Landlord to all rights under Manufactured Home Owners and Community Owners Act, 25 *Del. C. § 7001 et seq.* as amended, and the Rental Agreement with respect to a breach of such Agreement.

I (we) understand the terms and conditions of this Agreement, and accept such terms and conditions.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year below written.

WITNESS:

LANDLORD:

_____ By: _____(SEAL)

Dated: _____

WITNESS:

TENANT:

_____ By: _____(SEAL)

Dated: _____

WITNESS:

TENANT:

_____ By: _____(SEAL)

Dated: _____

WITNESS: