

DEAR NEW RESIDENT,

Thank you for choosing **Park Name** as your new home!

Attached are two (2) copies of your new Rental Agreement along with the Park Rules & Regulations. This lease follows Chapter 70, Delaware Landlord/Tenant code for Mobile Homes and Mobile Home Parks, a copy of which is included for your reference.

Please **carefully read** the entire Rental Agreement and Park Rules & Regulations. It is the document that spells out how we will manage the community, what you can expect from us, and what we will expect of you.

A summary of what we are asking of you:

- 1. PAY YOUR LOT RENT ON TIME**
- 2. BE A GOOD NEIGHBOR**
- 3. MAINTAIN BOTH YOUR HOME AND LOT**

Again, we do urge you to read this document in its' entirety, *initialing* the bottom of each page to signify that you have both read and fully understand it. We then ask you to sign at the bottom of selected pages for further confirmation that you have both read and understand what you're signing and agreeing to. One copy of your signed and fully executed lease will be placed in your file and kept on record with us, and another signed copy will be provided to you for your records.

**We appreciate having you at **Park Name**, and hope that you will continue residing here for many years to come.**

Sincerely,  
Investors Realty

<b>SECURITY DEPOSIT</b>
\$ _____
<b>1<sup>ST</sup> MONTHS RENT</b>
\$ _____
<b>TOTAL AMT DUE</b>
\$ _____

<b>Three Year Rent History</b>	
2022	\$ _____
2021	\$ _____
2020	\$ _____

**Specific community name**

**A MANUFACTURED HOME COMMUNITY**

This is a Rental Agreement, made and entered into this **Day #** day of **Month Year** between **Tenant Name(s)** and executed by **Landlord Name**, who is authorized to execute this Agreement on behalf of **Park Name** hereinafter identified as "Landlord", and **Tenant Name(s)** identified as "Lease holder(s) Resident (s) or Tenant(s)". In consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

**1. PROPERTY/LOT DESCRIPTION**

Landlord hereby rents unto Tenant and Tenant rents from Landlord, the Manufactured Home lot at **Address Lot# City State Zip Code** located in **Park Name** a Manufactured Home Park, hereinafter identified as "the Park". Tenant's lot begins three (3) feet from the right (back) side of the home and runs to a distance of three (3) feet from the neighboring home to the left of your home, which home you are facing upon exit from your front door. The depth of Tenant's lot runs from the street to the rear property line. If you have questions as to the exact boundaries of your lot, please refer to your community manager.

**2. RESIDENTS (TENANTS) and OCCUPANTS**

Tenants (legal residents) of above-described lot at **Address Lot # City State Zip Code** will be: **# Adult(s) Names of the adults and # children Names of children and NO ONE ELSE**. It is expressly understood and agreed that no other person (s), adult or child is/are permitted to reside (or take up tenancy), at this address without the prior express written consent of management. The ONLY exception to this is for a child (or children) born to the lease holders legally residing herein. Each home MUST be owner occupied (owner occupied defined as all lease holders) and management must be provided with a copy of the title to the home. The title to the home cannot be encumbered by any lien(s) other than a lien with a legitimate financial institution, i.e., no third-party lien holder. The title must also have all lease holders listed and no one else. All lease holders and occupants over the age of 18 agree to having a yearly background check in addition to the initial one ran at the time the original application was submitted. Any child under the age 18 at the lease signing, who becomes of age while still living in the home, is automatically subject to a background check from that point forward. By signing and agreeing to this lease, permission is being granted to management to move forward with such check.

**3. MANUFACTURED HOME DESCRIPTION**

Tenant agrees to place (or has placed) the manufactured home of the following description on the subject lot described above:

Make: Serial #: Year: Size:  
Color: Type of Heat: Gas Lender: None

**4. DUTIES AND OBLIGATIONS OF RESIDENTS AND GUESTS THEREOF:**

Residents and his/her guest(s) agree as follows:

USE OF LOT: The leased Premises (hereinafter called "Lot") shall be used only for the purpose of a private dwelling and shall not be used for the practice of any profession, trade, craft, or business. Nor shall any Resident otherwise make any unlawful, disorderly, improper, or objectionable use thereof. The Lot may not be used for any purpose contrary to any statute, ordinance, or valid administrative order or regulation, or in any manner which unreasonably disturbs or offends any other occupant of the park. The Lot shall not be occupied by any person other than those named as Resident (s) or Tenant (s) in this "Rental Agreement" filed with **specific community name**.

*No home or premises shall be subleased or put in the possession of another party.*

**5. TERM OF LEASE:**

This Lease, Rental Agreement, shall begin on the **Day** of **Month Year** and ending on **Date** and continuing automatically from year to year or, until Resident(s) shall give the Landlord 60 days legal written notice as to the termination of lease or Landlord shall give Resident(s) termination notice based on due case as set forth in the Code or a 90-day renewal notice with change of conditions thereof which the Resident(s) may reject with a 45 day notice to terminate the Lease. (See paragraph 14 for details on Lease renewal, and paragraphs 19 & 20 for details on early Lease termination).

**6. RENTAL AMOUNT DUE:**

Annual rent shall be \$\_\_\_\_\_ for **Year**. Your monthly rent shall be due and payable on the 1<sup>st</sup> day of every month hereafter. Payable **monthly** by *Personal Check, Money Order* or *online* through the Rent Café portal. (**NO CASH ACCEPTED**). Terms are below:

**Monthly Rent:**

**Oct. 1<sup>st</sup> 2020-Dec. 31<sup>st</sup> 2020** \$479.50 + \$2.50 relocation fund = **\$482.00**

(Please make payable to **Specific Park Name**)

**Jan. 1<sup>st</sup> 2021-Dec. 31<sup>st</sup> 2021** \$486.50 + \$2.50 relocation fund = **\$489.00**

(Please make payable to **Specific Park Name**)

As a new resident at **Community Name**, I am acknowledging that I have been advised that **Community Name** (Landlord) has a company policy which offers a \$\_\_\_\_\_ discount in exchange for paying my rent on or before the 1<sup>st</sup> Day of each calendar month by 5:00 PM. I have been advised by the property manager of my community that the discounted lot rent amount of \$\_\_\_\_\_ will only be awarded if my rent is paid on the 1<sup>st</sup> Day of the month by 5:00 PM (weekends included).

DUE TO INFLATION AND EXPECTED INCREASED OPERATING COSTS, TENANT CAN EXPECT A RENT INCREASE **ANNUALLY**.

POST DATED CHECKS WILL **NOT** BE ACCEPTED FOR ANY REASON. WHEN A CHECK IS PROVIDED TO MANAGEMENT, IT WILL BE DEPOSITED THAT SAME DAY.

**7. NON-WAIVER OF LANDLORD'S RIGHTS:**

The acceptance by Landlord of rent with knowledge of any breach of any covenant or obligation of Tenant or Resident hereunder, shall **NOT** be deemed a waiver of such breach and failure of Landlord to enforce its rights and the proper performance of any covenant or obligation of Tenant or Resident hereunder shall **NOT** constitute a waiver or acceptance of any subsequent act or violation of Tenant or Resident, whether of the same or a different kind.

**8. PARTIAL PAYMENT OF RENTS:**

No partial payment of moneys due from Resident, or the acceptance by Landlord of an amount less than the full monthly rent herein provided, or a statement written on any check, or on any letter accompanying any check or payment for rent shall be deemed an accord and satisfaction, and Landlord at its option, may accept such check or partial payment without prejudice to its rights to recover the balance of such rents or pursue any other remedy provided in this Rental Agreement or by law.

\*SEWER & SEPTIC ARE INTERCHANGABLE TERMS FOR THE CONTEXT OF THIS DOCUMENT\*

**9. SERVICES PROVIDED BY THE LANDLORD:**

For the payment of Lot rent, Landlord shall provide the following services:

- \* Property taxes on the Land (Tenant pays property taxes on their home)
- \* Trash Collection as a Weekly Service except for Clayton Court
- \* Sewer services
- \* Streetlights
- \* Streets - paving, repair, and maintenance
- \* Maintenance of sewer lines from the sewer main to the point at which the Site's sewer feed line joins the collector sewer line.
- \* Maintenance of the electrical service from the electrical meter up the pole to the main power lines

**10. SERVICES NOT PROVIDED BY THE LANDLORD:**

Tenant shall be fully responsible for the following:

- \* Lawn and grounds care of the Lot, including tree and shrub trimming and removal, if necessary (with the specific prior consent of the Landlord, such consent will not be unreasonably withheld).
- \* Maintenance, repair, replacement, or relocation of the electrical service from the meter down the pole, then under-ground and into the home.
- \* Water line repairs and maintenance from the underground cut - off valve, up and into the home.  
Sewer line repair, replacement, or maintenance from the home to the point at which the manufactured home feeder line joins the collector line leading to the main
- \* Repair or replacement of septic systems or drainage fields necessitated by misuse or abuse by  
Tenants, Residents, and/or guests will be Tenant's sole responsibility.
- \* Sidewalk and patio repair, expansion, or replacement.
- \* The maintenance of driveways or driveways created by Tenant.
- \* Water, electric, and propane will be paid for by the Tenant directly to the utility provider.
- \* If sewer lines are clogged due to misuse by the Tenant(s) or Resident(s) tied into that sewer line, the Tenant(s) and/or Lease Holder(s) shall be charged \$40.00 on each occasion the lines must be routed out/opened by maintenance personnel. The responsibility for this shall be determined solely by management.

An existing Tenant who replaces their current home with a new manufactured home, or who makes improvements requiring a change in the location of, or an increased capacity of services, shall be fully responsible for all costs incurred in removing, installing, or replacing subject home on the Lot, and for any costs of re-locating or upgrading electrical, water, and /or sewer services required.

**11. NO BILLING FOR RENT DUE:**

Lot rent (payable in advance) and payment for any lawn care and maintenance services performed by Landlord for Tenant are due on or before the **first calendar day of each month**. Execution of this Rental Agreement shall constitute full acknowledgment to rental amount(s) due. No other bills or invoices shall be provided for Lot rental due. ***Any late fees, penalties, and "bad check fees" due must accompany rent when applicable. Please see Fee Schedule for reference.***

**12. FORM OF PAYMENT OF MONTHLY RENT DUE:**

Payment by personal check, cashier's check, money order, or online via credit and/or debit card will be accepted. No receipts will be given for payment tendered by personal check, cashier's check, or money order. **CASH WILL NOT BE ACCEPTED.** Should Tenant have one (1) personal check returned for "not sufficient" or "uncollected funds" during anyone (1) year period, Landlord will require that future rent payments be made by cashier's check or money order. After one (1) year, if payments are made on time and in good funds, we will accept your personal check again. "Bounced" checks are very expensive to you; we urge you to ensure that your checks are good, AND to pay your rent on time, by 5 pm of the 1st day of every month. You may utilize our online payment portal Rent Café for convenience. Tenants are responsible for all fees associated with the online payment option.

**13. LATE CHARGES AND OTHER FEES:**

If the Tenant fails to pay Landlord the monthly rental and any maintenance service charges due by 5 pm on the fifth (5th) calendar day of the month in which these payments are due, Tenant shall owe and pay the rent due PLUS a 5% penalty for late payment, or \$25.00, whichever is higher, and shall be at risk for Lease termination. If Tenant remains in default, the Landlord may thereafter bring any proper legal action or suit for recovery of rent due and bring a summary proceeding for possession of the Lot.

In addition, there will be a \$35.00 charge for checks returned for "nonsufficient", or "uncollectable" funds ("bounced" checks), \$5.00 Processing fee for late notices, \$45.00 Court Filing fee, \$40.00 Court Eviction fee, and \$50.00 change of lock fee.

**14. AUTOMATIC RENEWAL / NON - RENEWAL OF LEASE:**

This Lease shall be automatically renewed for a term of one year, from each January 1 through December 31, unless Resident(s) shall give the Landlord 60 days written notice **prior to renewal date of December 31<sup>st</sup> of each year**, that Lease will not be renewed or if Landlord gives Resident(s) 90 days' notice prior to the renewal date of December 31<sup>st</sup> of each year that the Lease conditions or terms will be changed. Tenant may be granted a shorter term, month to month, initially or upon renewal date (*December 31 of each year*) by written request.

Landlord may elect NOT to offer a lease renewal or may terminate the lease early for due cause if Tenant has breached any material rule or provision of the Lease or has had a history of late rental payments. (*See para.7016 of DE. Manufactured Home Landlord / Tenant Code*).

**15. ADVANCE RENTAL / SECURITY DEPOSIT PAYMENTS:**

Upon execution of this Lease, new Tenant agrees to pay Landlord in advance the first month's pro-rated rent as stated herein. In addition, Tenant shall pay, as a Security Deposit, an amount equal to one (1) month's Gross Rent in guaranteed funds. Upon Tenant's proper vacating of subject Lot, this Security Deposit shall be returned in full to Tenant, provided that the

Tenant has paid all rent and fees due in full for the term of the Lease, has caused no actual damages to the leased premises or utility services thereon, and has left the lot clean, immediately rentable, and free of debris. Failure to provide a forwarding address to the Landlord prior to or upon proper legal termination of the Lease shall relieve the Landlord of his responsibilities to return the Security Deposit (*See section 7017 of the Landlord / Tenant Code*) This is a Security Deposit and **will not** be considered Last Month's rent. All security deposits shall be held at Liberty Bank.

**\*\*Important Note:**

**Additional Security Deposit may be required to adjust the amount of the security deposit held to equal one month's rent as rent increases over the years.\*\***

**16. TRANSFER OF LEASE:**

This Lease or Rental Agreement for a manufactured home Lot shall be transferable at any time during the term of the Lease from the *Original* Tenant, who owns his manufactured home unit, to any *New* Tenant who is buying the *Original Tenant's* home, in place on its lot in this community, after the *New Tenant* has received Landlord's **prior written approval**. An exception to the transferability of this Lease will be if the home **does not qualify for re-sale and retention** in the park according to the written standards (attached hereto) proclaimed pursuant to Section 7007 of DE Manufactured Home Landlord / Tenant Code. The Landlord shall have the right to **reject or accept** the proposed *New* Tenant on the same basis by which Landlord accepts or rejects any *New* Tenant. Please see the minimum requirements provided with applications for reference.

Failure on the part of the *Original* Tenant to notify the Landlord in writing **three (3) weeks prior to the transfer of title** to his/her home and desired transfer of this Lease to a *New* Tenant shall be grounds for immediate termination of the Lease by the Landlord. This written notice must be provided to the **Community Name** Office at **Address** by the *Original* Tenant, and shall include the details of the proposed transaction, and the Name and Address of the proposed *New* Tenant. Further, in order for the sale to be made to a new tenant, that person must submit a completed Park Application and the application fee(s) and be approved prior to closing on the sale. Should the *Original* Tenant fail to provide such prior notice, and should Landlord thus terminate subject Lease, the Manufactured Home must be **immediately removed** from the park. **Important Note: Please thoroughly read "Standards for New Manufactured Homes to be Admitted into the Park" and "Standards for used Manufactured Homes Now Located in the Park, to be Sold and Remain in Park", a copy of which is attached and apart hereof. For any home to be re-sold and remain in the park every one of these points must be met and strictly adhered to.**

If a home has more than one (1) lease holder, and one (1) or more of the lease holders move out of the home, the then remaining lease holders **MUST** re-apply with the community management office. When circumstances of lease holders change, all aspects of original approval must be re-evaluated with updated information to make sure the remaining lease holders still meet the minimum requirements for approval. If the remaining lease holders are not re-approved, they must move-out or remove the home immediately.

***YOUR MANUFACTURED HOME MAY NOT BE RENTED OR LEASED TO ANY OTHER INDIVIDUAL NOR MAY ANY LOT BE SUBLEASED!***

**17. RECORDING**

It is understood and agreed by the Landlord and Tenant(s) 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. No conversations are to be recorded without the express knowledge and acceptance of each party involved in said conversation.

**18. *PHASE-OUT OF OIL AND KEROSENE HEAT***

Because of the potential environmental hazard caused by every fuel oil (kerosene) tank in this community, and the fact that any spillage or leak will immediately pollute the soil around the tank, all fuel oil or kerosene heaters and tanks must be removed from the home and lot and replaced with a propane or electric watering system when either of the following occurs:

- a.) When any Resident replaces his or her existing fuel oil and/or kerosene heater or oil tank, it must be replaced with a propane or electric heater.
- b.) From this date on, no new fuel oil or kerosene heaters or fuel oil tanks may be installed in this community. The replacement of fuel oil heaters and tanks with propane or electric heaters must include the proper removal and disposal of both the oil heater and the fuel oil tank, and the office must be provided with a copy of the certification that the job was done properly, in compliance with DNREC guidelines and regulations.
- c.) Prior to resale of the home, tenant must remove any fuel oil tank, and convert his or her home's heating system to propane or electric, at the Tenant's sole expense. The tank and any oil in it must be removed without any spillage, and the entire area left clean and restored to background conditions.
- d.) Prior to resale of the home, Tenant must remove any fuel oil tank, and convert his or her home's heating system to propane or electric, at Tenant's sole expense. The tank and any oil in it must be removed without any spillage, and the entire area left clean and restored to background conditions. A violation of this paragraph shall constitute a material breach of the lease.

**19. TENANTS RESPONSIBILITY FOR CLEAN UP OF OIL SPILLS, REMOVAL OF OIL TANKS, CONVERSION OF OIL & KEROSENE HEATERS TO PROPANE OR ELECTRIC HEAT UPON RE-SALE**

a.) Tenant may not place or continue to place from this date forward any underground storage tanks on the Premises. Any existing underground storage tanks must be promptly reported to the park management and must be properly removed within ninety (90) days from the effective date of this lease. The removal of the underground tank must be done by a DNREC approved company, in full compliance with DNREC and EPA guidelines, and a certificate of compliance showing that the job was properly done, must be provided to park management promptly upon completion of the job.

b.) It shall be the Tenant's sole responsibility to comply with all existing and future statutes, rules, regulations, ordinances, and orders related to the storage tanks (including pipes and equipment connected thereto) on the Premises, and to keep and maintain the tanks in good condition and repair, such that they do not leak or present any harm or threat of harm whatsoever to the individuals, the Premises, the public safety and welfare, or the environment.

c.) Tenant shall indemnify and hold Landlord harmless from and against any and all expenses, liabilities, or costs of any kind or nature, including but not limited to any environmental clean-up required, fee, fines, penalties, or assessments levied by DNREC or other federal, state, county, or local agency. Tenant shall be responsible for full re-imbursement to the community management and owners for any wages, materials and use of equipment incurred by them, and for attorney's fees, arising out of, caused by, or related in any way to Tenant's installation, ownership, operation, maintenance, or closure of the storage tanks.

d.) Prior to resale of the home, Tenant must remove any fuel oil tank, and convert his or her home's heating system to propane or electric, at Tenant's sole expense. The tank and any oil in it must be removed without any spillage, and the entire area left clean and restored to background conditions. A violation of this paragraph shall constitute a material breach of the lease.

e.) In addition to any other remedies available to Landlord, upon Tenant's failure to comply with this requirement, Landlord may, but is not obligated to, (1) order the Tenant to remove or repair the tank and restore the site, (2) without waiving its right to indemnification or to pursue any other remedies available, remove or repair the tanks and restore the property itself at the Tenant's sole expense, and/or (3) terminate this lease.

f.) Tenant will always comply with all federal, state, and local laws, including but not limited to both the Resource Conservation and Recovery Act .42 USC & 6901 et seq., and the Comprehensive Environmental Response, Compensation and Liability Act .42 USC & 9601 et seq., as such acts are amended, and all regulations promulgated thereunder

g.) Landlord shall have the right to inspect the Premises at any time upon reasonable notice based upon circumstances to ensure full compliance with these provisions of the Rules and Regulations pertaining to environmental safety matters.

**20. EARLY TERMINATION OF LEASE - VOLUNTARY:**

This Lease may be terminated prior to the stated termination date in the Lease as follows:

A. Upon Thirty (30) days written notice whenever a change in the location of the Tenant's employment with the tenant's present employer requires a change in location of the tenant's residents in excess of 30 miles from address requires a change in the location of his residence. Proof must be given or validated by new employer.

B. A member of the Armed Services of the United States may terminate the Lease with two (2) weeks advance written notice if the Military Orders do NOT provide more than two (2) weeks' notice of transfer.

**21. EARLY TERMINATION OF LEASE - INVOLUNTARY:**

A. Landlord may, at any time after rent is overdue longer than **seven (7) days**, demand payment thereof and notify the Tenant in writing that, unless full payment (of the Gross Rent due, plus late fees and penalties) is made within seven (7) days after receipt of such written notice by



Landlord, the Lease will be terminated. If the Tenant remains in default, the Landlord may thereafter terminate the Lease and bring a legal proceeding for Summary Possession for the Lot.

B. If the Tenant breaches any condition rule or provision which is material to the Lease, the Landlord shall notify the Tenant of the breach and must allow twelve (12) days after such notice for the remedy and **permanent correction** of such breach. Such notice shall substantially specify the acts or omissions constituting the breach and advise the Tenant that if the violation continues after not less than twelve (12) days from receipt of notice, the Landlord may terminate Lease.

**Important Note: Landlord considers each and every element of the Park Rules and Regulations, attached hereto, to be material to the Lease.**

C. If the Tenant breaches any conduct rule or provision which is material to the Lease, the Landlord shall notify the Tenant of the breach and if the Tenant engages in the same or similar conduct within six (6) months, the Landlord may terminate Lease.

D. Further, if the Tenant receives four (4) or more of a combination of the above notices within a 12-month period, even if such violations are timely cured, the landlord may immediately terminate or non-renew the lease for due cause.

E. If a change is intended in the use of the Land on which a Manufactured Home Park or a portion of a Manufactured Home Park is located and the Landlord intends to terminate a Lease or to evict a Tenant due to the Land use change, the Landlord shall notify all affected Tenants in the Park in writing that:

1. The Land use change may subsequently result in the termination of a Lease.
2. The Tenant being terminated due to the Land use change will receive written notice no less than **three hundred sixty-five (365)** days before the actual termination of the Lease.

### **POLICY ON LEASE TERMINATION AND LEASE RENEWAL**

Our lots are leased on a yearly or monthly basis, as spelled out in the Lease Agreement signed by each Tenant in these communities.

Your rental lease will run for one (1) full year, unless you elect, and we agree to a shorter term. After your initial one (1) year term is completed, it will be automatically renewed until the following December 31st. Thereafter, your lease term will run from January 1st through December 31st, as does every other lease in the community. Your lot rental amount will be increased on January 1st of each year, as it does for everyone else in your community. You will be given at least ninety (90) days written notice of the amount of any increase. Each new lot rent rate will be in effect for a full year, i.e., from January 1st through December 31st.

No one, **absolutely no one**, has the authority to deviate from the terms of our lease. **No one is authorized to offer anyone a special deal, to allow you to terminate with a verbal notification, to cut short your notification period, to release (remove) you from your lease, to allow you to assign your lease to someone else, or in any way change or modify the terms**

**and details of our lease.** “A DEAL IS A DEAL” and we each will-MUST- be bound by the terms of our written rental agreement.

- A) An annual (one year) lease MUST be honored by the Lessee (persons signing the lease) for one full year. You must give us two (2) full months written notice, starting with the first day of the month *following* the date of your notification if you do not wish to renew your lease at the end of the one (1) year lease term. You are responsible for the full year until or unless **Community Name** releases you *by accepting a new tenant for your lot*. In that event, you will be responsible for your lot rent up to the day the new tenant signs their lease for your lot is accepted for tenancy AND PAYS US HIS/HER SECURITY DEPOSIT AND FIRST MONTH’S LOT RENT IN GUARANTEED FUNDS.
1. In other words, if you sell your home in place during your one (1) year lease, you are responsible for the full year’s lease payment until we accept a new tenant for that lot, in which case, the remaining term of your lease is, essentially, taken over -with **Community Name** expressed permission- by the new tenant.
  2. Should you pull your home out of the park, you are responsible for the balance of your one-year lease term until and unless we re-lease that lot. The fact that the home is off the lot does **not** cancel your lease or lot rent obligation.
  3. Should you give (gift, donate, will or sell) your home to someone else during your lease term, you remain responsible for the remaining term of the lease until or unless we formally accept the new homeowner as our tenant, after having gone through the complete application process. The lease determines who pays the lot rent **not** who owns the home.
- B) A full-time member of the armed services may terminate his/her lease with thirty (30) days written notice when he/she receives orders permanently transferring him/her to another location. A copy of the orders must be provided to **Community Name** Management, together with a letter from the tenant being transferred stating the exact day he/she plans to vacate the lot, what is being done with the home, etc.
- C) A non-military tenant whenever a change in location of the tenant’s employment with the tenant’s present employer requires a change in the location of the tenant’s residence in excess of 30 miles, again by providing proof of the transfer and new job location.

## **22. OBLIGATIONS OF THE LANDLORD:**

The Landlord shall agree all times during the tenancy to:

- A. Maintain the premises and re-grade them when necessary to prevent the accumulation of stagnant water thereon and to prevent the detrimental effects of moving water insofar as is practical and feasible.
- B. Maintain the premises in such a manner to protect the health and safety of the Tenant including maintaining the grounds at a level such that the Manufactured Home will not tilt from its original position, insofar as is practical and feasible.

**C.** Keep each Lot area in the park marked in such a way that each Tenant will be certain of their area of responsibility (*See para. 1 on page 1 herein*).

**D.** 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)*. Landlord will NOT maintain natural areas, such as woodlands, marshlands, fields, meadowland, or line fences. These will be allowed to remain in their natural state.

**E.** Comply with all federal, State, and local building codes.

**F.** Be responsible, if feasible, for the extermination of insects, rodents, vermin, or other pests dangerous to the health of the Tenants whenever infestation exists in the exterior areas of the Park, if such infestation is not the fault of the Tenant, insofar as is practical and feasible.

**G.** Specify in the Rental Agreement whether septic systems are to be maintained by the Landlord or maintained by the Tenant: (*See items #9 and #10 for detailed breakdown of specific maintenance responsibilities*).

**H.** Maintain all water lines and connections, and all sewage lines and connections provided by Landlord in good working order, or for the provisions of such services of a temporary basis: (*See items #9 and #10 for detailed breakdown of specific maintenance responsibilities*).

**I.** Respect the privacy of Tenants, if only Lot is rented, agree not to enter the Manufactured Home without the permission of the manufactured homeowner, unless emergency circumstances exist which threaten safety, sanitation, life, or property; or if the manufactured home is the property of the Landlord, to enter only after a minimum of 24 hours' notice; (again, except for emergency circumstances).

**J.** 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 are likely to occur to the infrastructure of the community.
- (b) The landlord may restrict trash collection to a single provider.
- (c) The landlord may select shared utilities.

**K.** Maintain all roads within the manufactured home park in good, passable condition, providing adequate parallel or off-street parking space for two (2) cars for each manufactured home, which parking spaces shall not block traffic on any road.

**L.** 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 cited 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:

1. 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 mean 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.

2. Tenant is responsible for the removal of leaves, needles, pinecones, sap, pods, seed containers, or any such material normally produced by the tree as part of its life cycle.

3. 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.

**M.** (a) If the manufactured home community is supplied by potable water from a private water system, then the 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 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.

(b) If the manufactured home community is supplied with on-site wastewater treatment and disposal system, the 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.

If Landlord suffers any delay in the performing of the requirements of this Lease for reasons beyond Landlord's control, including Acts of God, Acts of War, Acts of Government, Acts of Tenant, priorities to allocations, fire, flood, strike or labor trouble, sabotage, delay in obtaining labor, material, equipment, or transportation, then the time of performance shall be extended for a period equal to the delay and its consequences. Tenant will be informed of any such delay, if practical to do so, or may contact **property manager/phone number** for information as to the estimated time until completion of said repairs.

**23. OBLIGATIONS OF THE TENANT:**

A. Tenants are advised that they must obtain, at their expense, a Kent County Building permit before building or having moved into the Park or onto any Lot, any Porch, shed, deck or addition. Management can provide further information on this requirement.

B. Tenant purchasing or owning a home being newly moved into the Park are advised that they may be required to obtain, at their expense, a Placement Permit from Kent County.

C. Should the Park Management have made, or need to make, any improvements to the Lot on to which Tenant's home is being moved, the full cost of any such improvements shall be borne by Tenant. These improvements may include, but are not limited to: Parking Apron, Concrete Footers or Pad, concrete Patio, Walkway to Patio, Grading and Filling of Lot, Tree and Shrub removal and/or Planting, Upgrading Electrical Service, Relocated Water and Sewer Service. Tenant shall be advised of the total cost within one (1) week of signing the Lease or placement of the home on the Lot, whichever comes later.

D. **Compliance with Park Rules:** Tenant(s) and Resident(s) will comply and conform to the Rules governing the occupancy in the Park, a copy of which has been provided to Tenant(s) and is attached hereto and made a part hereof, and to such reasonable alterations, additions and modifications thereof as may from time to time be made by the Landlord, provided that the Tenant(s) and all persons invited by Tenant(s) or Resident(s) onto into said Premises. These Rules are deemed necessary for the order, peace, health, safety, and efficient operation of the Park, and for securing and promoting the convenience, safety and welfare of the Tenant(s) and Resident(s) of the Park.

E. Tenant is required to ANCHOR his/her manufactured home and shed securely, and in complete compliance with Kent County Building and Placement Codes, so that it is secure and stable in winds even of hurricane strength. Tenant is personally fully responsible for any/all damage to his/her home caused by winds, and for damage to any other (neighboring) homes or property caused by his/her home or shed not being properly and securely anchored.

F. Tenant must have COMPREHENSIVE INSURANCE on his/her home, including but not limited to general liability, fire and casualty, loss of contents, clean-up and removal of home or

property damaged by fire, wind, or falling objects and medical payment coverage. Tenant hereby acknowledges that he/she is fully and solely responsible for all claims for injuries, damages, or losses occurring in his/her manufactured home and on the Lot leased by him/her. A copy of the homes insurance policy must be provided to "community name" management at the lease signing. If Tenant refuses to obtain homeowners insurance, they must sign a waiver stating that they understand the risks and consequences related to such actions. If a Tenant does not have homeowners' insurance initially, but then purchases it, Tenant is to notify management immediately and provide them with a copy to keep on file.

G. It is the Tenant's responsibility and obligation to have a check-valve installed on his/her hot water tank. Failure to do so should cause the heating element to burn out in the event of a water-line break. Any damage caused by the failure of Tenant to have a check-valve properly installed and functioning on the hot water heater tank in his/her home will be repaired/replaced at the sole expense of Tenant.

H. 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 and form a material part thereof. Keep the exterior premises (the Lot) neat and well maintained, free of garbage, junk, and rubbish, and items in excess.

I. Tenants may not store any motor vehicle for a period more than 12 days, when such vehicle is in a state of disrepair or is unregistered, and/or is incapable of being legally moved under its own power. Vehicle tags must be registered to the car they are on. If the tag is run and it does not match the vehicle description with the correct State it will be immediately towed at the Tenant/lease holder's expense and the lease holder will receive a 12-day violation notice.

J. 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 and form a material part thereof. Tenants may not store any building materials, furniture, tools, toys, or similar items outside of the manufactured home or shed, and/or visible to passersby on the street, or to neighbors.

K. Keep the basic facilities, including plumbing fixtures, cooking and refrigeration equipment, and electrical fixtures in a rented manufactured home unit in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use and operation.

L. Dispose promptly from his manufactured home and Lot all rubbish, garbage, and other waste materials in a clean and sanitary manner as is spelled out elsewhere in this Rental Agreement and Park Rules and Regulations.

M. Abide by all reasonable Rules and Regulations concerning Tenant's use, occupation, and maintenance of the premises.

N. 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"**.

O. Septic systems are to be maintained by \_\_\_\_\_ Tenant \_\_\_\_\_ Landlord (check one)  
**See § 7008(13)g.**

P. Upon change of ownership, any fuel oil or kerosene fueled heater or furnace must be converted to/or replaced by a Propane (LPG) or electrical heater or furnace. All existing fuel oil or kerosene tanks, whether submerged or above ground must be properly emptied and removed from the Lot. Any oil spill, whether new or old, must be cleaned up and contaminated soils removed, in the manner required or suggested by DNREC and /or the EPA, at the sole expense of the Tenant, and to the sole satisfaction of the Management. Please call the Park office for additional information and instructions on the above.

**24. REPRESENTATION AND APPLICATION:**

Landlord has tendered this Rental Agreement and Lease to the Tenant, and Tenant accepts same based on representations contained in the application submitted by tenant(s) to Landlord for the purpose of inducing Landlord to execute this Agreement. If any of the representations contained in the aforesaid application shall be found by Landlord to be incomplete, misleading, incorrect, or untrue, Landlord shall have the right to forthwith cancel and nullify this agreement and to repossess the Lot by legal process, reserving all rights and remedies against Tenant as if a default hereunder has occurred in accordance with the terms hereof.

**25. CHANGE OF LOCATION OF TENANT'S HOME WITHIN THE PARK:**

Landlord reserves the right to relocate a Tenant's home, at the Landlord's expense, to another Lot of adequate size in the Park, in the event that such a change is required for the betterment and improvement of the Park. Any such decision or selection of alternative Lot will be at the sole discretion of Park Management. Landlord agrees to provide a minimum of sixty (60) days prior written notice of any such change of location. Landlord further agrees to allow Tenant to terminate this Lease, and remove his/her home from the Park, should Tenant not wish to be relocated within Park. In that event, the full cost of removal of the home from the Park and relocation to another park or location will be at the sole cost of Tenant.

**26. RESPONSIBILITY FOR CHILDREN OF TENANT:**

Parents are held responsible for all property damage or personal injury caused by their child (ren). All toys, bicycles, etc. are to be picked up at the end of each day and stored out of sight. All bicycles and toys etc. are to be always kept out of the roadway. Child (ren) is/are not allowed to play on any park street, nor are they allowed to trespass or to play on any neighbor's lot unless having been so invited. Children must be always attended by an adult.

**27. LANDLORD'S REMEDIES:**

Any event of default committed by the Tenant(s) or Resident(s) shall constitute a breach of this Agreement, and shall entitle the Landlord, at its election, to the following rights and remedies:

- A. To exercise any and all rights it holds hereunder applicable law, on account thereof at law or in equity (including the right to terminate this Rental Agreement, to re-enter and take

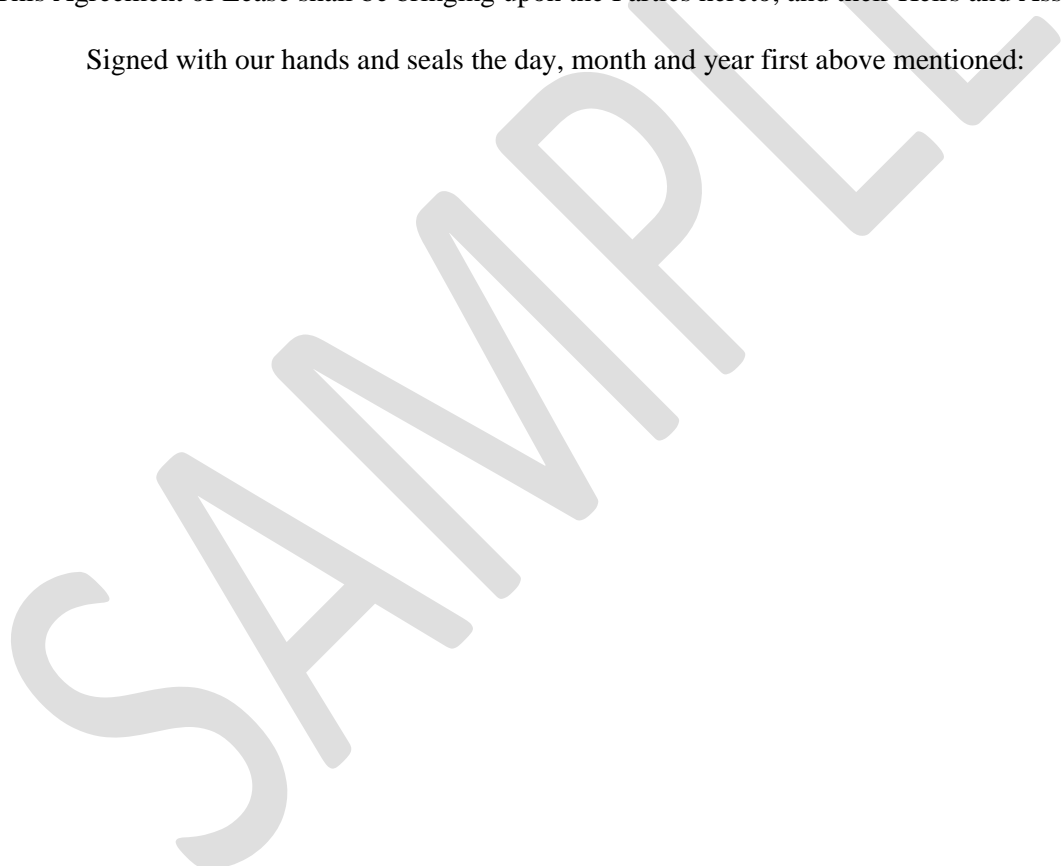
possession of the Lot and to eject the Tenant(s) or Resident(s)therefrom, and/or to bring suit against the Tenant(s) or Resident(s), to enforce the Tenant(s) or Resident(s) compliance with this Rental Agreement or collect any sum due to the Landlord hereunder or under applicable law, after giving such prior notice thereof to the Tenant(s) or Resident(s) as is required by applicable law.

B. All rights and remedies given by the Landlord hereunder or at law or in equity shall be cumulative.

**THIS RENTAL AGREEMENT IS BASED UPON “CHAPTER 70, PART IV, TITLE 25 OF THE DELAWARE CODE RELATING TO MANUFACTURED HOMES AND MANUFACTURED HOME PARKS”, A COPY OF WHICH IS ATTACHED HERETO. THIS IS THE LAW WHICH GOVERNS THE RELATIONSHIP BETWEEN LANDLORD AND TENANT.**

This Agreement of Lease shall be bringing upon the Parties hereto, and their Heirs and Assigns.

Signed with our hands and seals the day, month and year first above mentioned:



\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
*Date*

BY: \_\_\_\_\_ for **Community Name**  
*Property Manager/Agent Signature*

\_\_\_\_\_  
Property Manager/Agent (Initials)

\_\_\_\_\_  
Tenant (Initials)

\_\_\_\_\_  
Tenant (Initials)



**RULES AND REGULATIONS FOR INVESTORS REALTY**  
**MANUFACTURED HOUSING COMMUNITIES**

The Rules and Regulations are designed to protect the comfort, health, and happiness of each Tenant and Resident. It is believed by Investors Realty that enforcing these rules is necessary to attain that goal, while promoting a neat, safe, and desirable community of which we can all be proud.

Please carefully read, understand, and abide by each of the following:

**REGISTRATION**

1. Prior to entry into the community, all applications and forms must be completed with all information requested, so that management can properly determine the applicant’s sense of community and financial responsibility. Negative reports regarding character and credit, or failure to fill in forms completely and accurately may be reason for disapproval and rejection. Purposeful inaccuracies on the Park Application on matters which may have influenced approval or rejection are grounds for immediate Lease termination/nullification.
2. All new applicants must read, understand, and sign each page of the Lease and Park Rules and Regulations, and shall pay all charges prior to moving into the community. These charges shall include the Security Deposit, first month’s Rent, and non-refundable application fees.
3. Your home, cell, and work telephone numbers must be registered with Management, along with your email address, if applicable. The work telephone number will be used only in the event of an emergency.
4. Each and every resident must show proof of ownership of their home via a Title from DMV and must provide management with a copy of the title to the home. **Homes must be owner occupied** and titles will only be accepted in the lease holders name(s).
5. Taxes are to be paid every year, in full, to the county in which you live. If taxes are not paid, it will constitute as a rule’s violation and therefore a violation against your lease.

Home Phone #: \_\_\_\_\_

Work Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

**OCCUPANCY:**

Manufactured homes shall be occupied by no more individuals than are suitable and satisfactory for the manufactured home of its size and type, with a maximum of two persons per bedroom. No more than one family may occupy any manufactured home. It will be necessary to notify the Management if anyone other than those noted on Page 2, para. 3 of your Lease moves into your

\_\_\_\_\_  
Property Manager/Agent (Initials)

\_\_\_\_\_  
Tenant (Initials)

\_\_\_\_\_  
Tenant (Initials)

manufactured home. Management must know who and how many people are living in your manufactured home, for reasons of safety, sanitation, and lot rent at all times.

**NOTE: Please review Page 2, "Rental Agreement".**

### **REPLACEMENT OF OIL HEATERS AND OIL TANKS**

Because of the potential environmental hazard caused by every fuel oil (kerosene) tank in this community, and the fact that any spillage or leak will immediately pollute the soil around the tank, all fuel oil or kerosene heaters and tanks must be removed from the home and lot and replaced with a propane or electric heating system when either of the following occurs:

- a.) When any Tenant replaces his or her existing fuel oil and/or kerosene heater or oil tank, it must be replaced with a propane or electric heater.
- b.) From this date on, no new fuel oil or kerosene heaters or fuel oil tanks may be installed in this community. The replacement of fuel oil heaters and tanks with propane or electric heaters must include the proper removal and disposal of both the oil heater and the fuel oil tank, and the office must be provided with a copy of the certification that the job was done properly, in compliance with DNREC guidelines and regulations.

### **FOR SALE SIGNS:**

Homes being offered or listed for sale must be registered with the Management before being put on the market. Management must be provided an in-writing notice listing lease holder name(s), address with lot number, signature of lease holder(s) and date. The notice must also state that the home is being offered or listed for sale. "For Sale" signs may NOT be displayed except from inside the front window of the home. Maximum size of each sign shall not exceed 10" x 14".

### **MANUFACTURED HOME AND MANUFACTURED HOME LOT CARE AND MAINTENANCE:**

1. Manufactured homes being newly brought into the Park must be parked on each lot in a uniform manner; then Management will instruct the driver as to the proper position for setting the home, or will have previously marked the location with stakes. The company moving the home must provide a copy of their insurance to the community manager. Park Management must be advised 72 hours prior to the day & time the home is scheduled to be physically moved into the Park. The driver of the truck must personally advise the Investors Realty office 72 hours before moving the home into the Park for sitting and setup.
2. Management MUST be advised at least 72 hours in advance when a home is being removed from its site in the Park. The company moving the home must provide a copy of their insurance to the community manager. All past due and current rent must be paid in full in guaranteed funds before a home may be removed from the Park. Any damage to water lines, sewer lines, electrical connection, or to the site itself will be repaired by the Park Maintenance staff at the expense of the outgoing Tenant and/or home mover.
3. Residents shall always keep their manufactured homes well maintained and in excellent condition. This shall include the home itself, oil and gas tanks, porch, deck, steps, skirting,

awnings, shed, A/C units, and hitch. All of these, and any other exterior component or element of the home, shall be kept freshly painted, intact, clean, and in good repair. All improvements and maintenance shall be professionally and neatly performed in a timely manner.

4. The bottom of the manufactured home shall be completely enclosed (skirted) within thirty (30) days after arrival in the community, weather permitting, and must be in accordance with approved specifications and materials as set forth by the Management. Only top-quality T-Lock type vinyl skirting will be accepted for new homes.

5. No new external TV antenna may be erected. Cable TV is available and should be subscribed by Tenant or Resident if you wish to watch TV.

6. No TV satellite dishes over 39” in diameter may be installed or brought into the Park. No short-wave radio or scanner antennas may be installed on any lot or home in the Park. Existing satellite dishes and radio scanner antennas may be required to be removed because of safety concerns or appearance, at the sole option of Landlord. **Each resident is allowed a maximum of ONE satellite dish per home if approved.**

7. All articles must be stored inside the manufactured home, or inside the homeowners shed. NO articles, tools, supplies, or junk may be kept at the sides, front, or back of the manufactured home, or on the lot itself, for even the shortest period. Every lot is to always be kept clean of debris, junk, and combustible materials.

8. Trash cans shall be kept out of sight at the rear of the home except on the appointed trash pick-up day, when they should be brought curbside in the morning for collection. When the trash cans have been emptied, they should be promptly taken back behind the home, out of sight from the street.

9. **WEEKLY TRASH PICK-UP:**

- a. Your household trash and garbage will be picked up in the **morning**. For collection, all trash must be curbside inside of tied plastic bags. The plastic bags themselves MUST BE inside the toters, provided by the trash collection company to keep animals out.
- b. The trash collection company will take all your Household Trash at no charge to you.
- c. A “Special Pick up” of large items, such as appliances, furniture, mattresses, etc. are to be called in by the Tenant as needed. There will be a modest charge for any “Special/Bulk Pick Up”, billed directly by the trash collection company to the Tenant. Any such special pick-up charge must be paid directly to the collection company. Bulk items are not to be curb-side for more than two (2) days.

The trash collection company will NOT take oil or petroleum products, explosive substances, freon, tires, toxic waste, yard waste, except by special arrangement. All questions regarding pickup items should be directed to the trash company.

**OUTSIDE STORAGE PROHIBITED:**

- a. All articles must be stored inside your home, under your home, or inside your shed. Your neighbors do not want to look at toys, tools, bikes, furniture, barbecue grills, and just plain junk at the front, side, or rear of your home, just as you do not want to look at your neighbor's junk. We will enforce this rule for the good of all residents of the Park.
- b. You must promptly move any articles which are stored outside, into your home or shed, out of sight, OR put them curbside for the next scheduled regular or "Special Pick Up" if the articles require.
- c. You and your neighbors deserve a neat, tidy, well-kept community. We'll do everything possible to provide you with that, but we need your cooperation. If you have a neighbor with a "junky" yard, please let management know in written format. We'll take appropriate action was a written complaint is received.

11. All exterior lot improvements, temporary or permanent additions, patio coverings, porches, concrete or masonry work, skirting, utility changes, sheds, etc., must be approved by the Management in writing PRIOR to installation.

**NOTE: Tenants are advised that they may be required to obtain, at their expense, a Kent County Building Permit before building, or having moved into the Park any porch, shed, deck, or addition. Management can provide additional information on this requirement.**

12. No new fences may be erected. Split rail fences erected by the Management at street corners within the Park have been installed for cosmetic purposes, to create a more attractive Park. These will be allowed to remain.

13. The planting of trees, shrubbery, and flowers tend to beautify the Park, and the Management encourages each Resident to improve the appearance of his/her Lot as they see fit. However, to reduce possible damage to underground utilities and to prevent blocking of manufactured home ingress and egress, the proposed location of new shrub and tree plantings must be approved by Management in advance.

14. Tenants shall be fully responsible for the care, maintenance, cultivation, watering, pruning, trimming, and preservation of their lawn, and of any trees, shrubs, and flowers situated now or in the future on the Lot.

Any damage caused to any manufactured home or other property from falling limbs or trees shall be suffered by the Tenant without recourse to the Landlord. However, any pruning, trimming, or removal of any tree must first be approved by Management. Such approval shall not be unreasonably withheld.

**\*\*NOTE:**

1. *Please be sure that your homeowner's insurance policy covers such damage.*
2. *Parking on the lot is not allowed under any circumstances. This includes vehicles, mowers, etc. Should any damage be caused to personal property while parked on the lot, the tenant is assuming all responsibility including monetary.\*\**

Should Management feel the need to have any lawns mowed for any grass over 6 inches tall, or trimmed because of unkept appearance, or to have any shrubs or trees pruned,

- trimmed, or removed for safety, appearance, or health of the plant, they shall do so at the expense of the Tenant. This includes but is not limited to, trees/shrubs/plants blocking doorways, walkways, stairs, windows, lot number on the home, etc. Tenant shall, upon receipt of a bill showing the charge for the performance of this work, immediately reimburse Management in full including labor. Such charges shall be deemed as rent.
15. Driveways that are already established within the community are to always be maintained by the Tenant/lease holders making sure crush and run is replenished as needed. Starting January 1, 2023, no new driveways will be allowed, this includes “makeshift” driveways from repeatedly driving on the lot creating a dirt pad/patch/etc. without the prior written consent of management.
16. The burning of rubbish or trash will NOT be permitted.
17. No clothes lines of ANY kind are permitted. Laundry should never be seen hanging outside of the home for any reason.
18. Side yard boundaries of each lot are defined as follows: on the main entrance side or Left side of the home, the lot extends to three (3) feet from the back side of the neighboring home, or to the street, if it is a corner lot. On the back side or right side of your home, the lot extends out only three (3) feet from the skirting of your home.
19. Existing Residents and new Residents are required to remove the hitch from their manufactured home.
20. Every manufactured home must have its lot number displayed neatly and easily visible from the street. If numbers are faded, missing, or not visible from the street, lease holder(s) will receive a violation notice.
21. For the safety of the resident, it is strongly suggested that each home be equipped with at least two (2) properly functioning smoke detectors. Please be sure to replace the batteries, and to check the detectors for proper functioning periodically, but not less than annually.
22. Air conditioning equipment shall be properly maintained so that it operates quietly and without disturbing neighbors. Window A/C units shall be professionally and attractively installed; being propped up with boards is NOT considered to be an “attractive installation” and will not be allowed. All window units must be removed by November 1<sup>st</sup> of each year, and can be reinstalled as of April 1<sup>st</sup>. These dates are subject to change at the sole discretion of management.
23. No trampolines of ANY kind will be permitted.
24. Pools and “Kiddie” Pools: No in-ground or above ground pools of ANY kind will be permitted except “kiddie” pools. “Kiddie” pools shall be restricted to maximum lot area coverage of 100 sq.ft. and shall NOT exceed more than 24 inches of vertical depth. Furthermore, all “kiddie” pools MUST be drained EACH night after usage. No pools that require a filter or to be plugged into electric is allowed.

- 25. No hot tubs of ANY kind will be permitted this includes inflatables.
- 26. Fire pits, under no circumstances are ever allowed in the community. For the safety of everyone, no open fires of any kind are permitted outside.
- 27. No basketball nets of ANY kind are permitted.
- 28. No yard signs, banners, signage, or flags of ANY kind are permitted on the outside of the home or on the lot. This includes but is not limited to, political, religious, race, etc. American flags and their location on the home or lot are subject to approval by management. Small landscape flags are acceptable but can and will be required to be removed if the content of the flag is offensive in relation to, but not limited to, religion, political views, race, etc.
- 29. No fencing of ANY kind is permitted. This includes but is not limited to, fencing around the entire lot, small areas for pets, gardens, etc.

**SERVICES AND UTILITIES:**

- 1. All residents shall make their own arrangements with local utilities serving the community of connection of services (electricity, water, propane gas, telephone, and Cable TV).
- 2. It is solely the Tenant (s) responsibility to ensure that all water lines serving the home, starting with the underground water cut-off valve, are properly wrapped with functional “heat tape”. This should be checked each fall and on a regular basis to ensure that the heat tape is plugged in and working safely and properly.  
Any water line freeze-up or break caused by improperly installed, non-functioning, or missing heat tape will be repaired at the sole cost of the Resident/Tenant. Allowing water to run from your faucet continuously to prevent a freeze-up is wasteful and does not prevent a freeze-up and is specifically prohibited.
- 3. All homes are required to have properly functioning and operating utilities. This includes electric, water, and propane where applicable. Without such utilities, living conditions can become unsafe and affect the integrity of the homes structure. Utilities not functioning and operating correctly can be considered a violation of the lease agreement and result in the termination of your lease.
- 4. The Tenant(s) and Resident(s) responsibilities for repairing and maintaining utility services to their home include the following: (see Rental Agreement, Page 4 Par. #9 & #10)
  - a. Maintenance, repair, replacement, or relocation of the electrical service from the meter down the pole, underground, and into the home.
  - b. Water line repairs and maintenance from the underground cut-off valve up into the manufactured home.
  - c. Sewer line maintenance (keeping it unclogged) from the home out to the point at which the lot’s Sewer line (feeder line) feeds into the main sewer line or collector line.
  - d. Sewer line repair/replacement from the point at which the manufactured home’s water line connects into the feeder line. However, damage to the feeder of collector line connecting the

home's waste line to the sewer main, which was caused by negligence on the part of the Tenant or his agent shall be repaired/replaced at the sole cost of Tenant.

e. Only wastewater may be put down the drain or flushed down the toilet. You are specifically prohibited from putting diapers, feminine protection products, vegetable peelings, animal bones, animal skins, old clothes, hair curlers, and hair setting chemicals, grease, oil, paint, or toxic waste down the drain into our sewer system. Any cost of repair or replacement caused by such abuse will be borne completely by the Tenant or Resident we believe to be responsible.

5. Upon change of ownership, any fuel oil or kerosene fueled heater or furnace must be converted to or replaced by Propane (LPG) or electrical heater or furnace.

Any existing fuel oil or kerosene tanks, whether submerged or above ground, must be properly emptied and removed from the lot. Any oil spills must be cleaned up and any contaminated soils removed in the manner required or suggested by the DNREC and/or the EPA, at the sole expense of the Tenant, and at the sole satisfaction of **Community Name** Management.

**GENERAL CONDUCT:**

1. Our basic rule for personal, family, and guest conduct is BE A GOOD NEIGHBOR. If your language, music, outdoor activities, children, pets, or visitors in any way disturb your neighbors, and such action is deemed inappropriate or unacceptable by management, and is in violation of our Park Rules and Regulations, lease holder(s) will be violated.

2. No playing of radios, televisions, stereos, or musical instruments is permitted at any time at a volume level which permits them to be heard on an adjoining site. We do not want your neighbor's musical preference to be forced upon you, and vice versa.

Electronic or other devices which interfere with the Television reception of other Tenants will not be permitted.

All Tenants of the park have the right of peaceful enjoyment of their home and community. No loud parties will be allowed at any time, nor will excessive noise be tolerated.

3. In the event of any criminal conduct, criminal activity of any kind or behavior which causes or threatens to cause irreparable harm to any person or property, if the tenant is convicted of a class A misdemeanor or felony during the term of the tenancy, Management may, upon notice, immediately terminate the rental agreement and bring a Summary Proceeding for possession pursuant to Section 7016(a) of the Code. Furthermore, any activities that involve the police coming to your home, will not be tolerated, and seen as a violation against your lease.

4. Adult Tenant(s) and Resident(s) that are lease holders shall be responsible for the conduct of all members of their family, as well as that of their guests, and shall be liable for any damages caused by them to the property or the property of others. Children are to respect the personal property of others as well as their lot boundaries. Everyone is expected to conduct themselves in a thoughtful, dignified, and neighborly manner. If a guest acts in a manner that violates the lease or lease rules & regulations, for any reason, the lease holders will be held responsible.

5. This is a wholly residential community. No advertising or business of any kind may be conducted from within the community.

6. Unlawful activities of any kind, including but not limited to illegal drug use or sales, gambling, prostitution, under-age consumption of alcoholic beverages, receiving stolen goods, or lewd and lascivious behavior, are specifically prohibited, and will result in immediate lease termination.

7. For rent, for sale, or any other type of commercial signs are not permitted in the community, except from inside the front window of a manufactured home being offered for SALE. The maximum size of any such sign shall not exceed 10" x 14".

8. No guns or explosives of any type or description may be displayed or used or discharged within the community. The use of any firecracker, firearm, B-B gun, or air-rifle, bow and arrow, sling shot, or other weapon or dangerous device is prohibited anywhere within the park.

9. Complaints relative to the conduct or behavior of any family in the community must be provided to management in writing and will be handled following company policy & procedure. In cases where complaints continue after the family has been properly notified, this Lease Agreement may be legally terminated.

10. Consumption of alcoholic beverages in the public areas of the Park, public drunkenness, drunken driving on the streets of the Park, and illegal or immoral conduct are specifically prohibited.

11. Drug use is against the law and is absolutely forbidden within the Park. Any violation of this rule will result in immediate termination of your Lease Agreement, and Court-Ordered Eviction. If you observe or are aware of any such conduct, please advise your community manager in writing. Your information, observation, or suspicions will be used without disclosing any identity.

12. Children are expected to play in their own yards, or with express prior permission, in neighboring yards or fields. For their safety and everybody's peace of mind, children must NOT play in the street. Lease holders are always responsible for the activities that take place on their lot and the behavior of those on their lot. Children are to be always supervised by an adult.

13. Curfew: Children under the age of 18 must be in their homes by 9:00 PM Sunday through Thursday night unless supervised by an adult leaseholder who is willing to accept full responsibility for the behavior of the minor child. Curfew starts at 10:00 PM on Friday and Saturday.

#### **TRASH REMOVAL:**

1. Garbage and trash will be collected weekly. Pick-up will be from curbside. Emptied trash containers (toters) must be removed promptly to the rear of the home after trash collection.

2. All trash must be curbside, inside of tied plastic bags. The tied plastic bags shall be inside the wheeled toters provided by the trash collection company, to keep animals out. Loose garbage will NOT be picked up.



3. All trash containers must have covers, and when not curbside for pick-up, shall be kept at the back of the home, out of sight from the street.

4. The Trash companies only take household trash. They will not take oil or petroleum products, tires, explosives, or toxic wastes. For more information, ask your community manager about which trash company is being utilized, and then call the trash company with any questions.

5. All articles must be stored **inside your home, under your home, or inside your shed**. If management has to come and clean your lot in order to rid it of junk, debris, etc. anything outside the shed or home will be deemed as “trash” and disposed of as such at the lease holder’s expense.

\*\*We will enforce this rule for all residents of the Park. You must either move any articles which are now stored outside, into or under your home, out of sight, or put them curbside for pick-up. Alternatively, we will haul it away for you and you will be charged for the haul. Please reference the fee schedule for charge amounts. \*\*

**SNOW REMOVAL:**

1. Snow will be plowed from the streets by Management, when necessary and practical.
2. Each resident is responsible for keeping his own walkway and parking spaces clear of snow.

**TRAFFIC, PARKING AND VEHICLES:**

1. Our Park speed limit for vehicles is 15 MPH. This limit is established for the safety of all residents and their children. Strict compliance with the speed limit must be observed by each Resident and their guests.

All intersections should be considered YIELD corners, unless marked with a stop sign. Pedestrians and bicycle riders have the right-of-way. Always be alert for children: they also have the right-of-way.

2. Each lot’s parking spaces shall be reserved for the exclusive use of that lot’s residents and guests. Any temporary requirement of additional parking space(s), as for guests, should be handled by the Resident moving his/her car(s) to a neighbor’s unused parking space **after** obtaining specific permission from that neighbor for using their space for the time needed. **Please ask permission EACH time you need additional space.**

3. No more than two (2) vehicles per manufactured home lot will be permitted in the park at any given time, except when a Resident has short term visitors or guests. Tenants and Residents owning more than two (2) vehicles, or having frequent or long-staying visitors, are required to make arrangements to keep the third (3rd) or more vehicle(s) outside of the Park.

4. Auto repairs of any kind are not to be done on your lot, in the street, or anywhere else within the Park. The only exception is to repair a flat tire which you will be allotted three days to fix. Any vehicle that is inoperable, has obvious damage to the body, is missing parts, etc. will be towed from the community after being sent a 12 Day Violation notice and considered a lease violation.

\*\*The washing of cars that belong to those living within the home is allowed but no car washes involving multiple vehicles lined up in the street are allowed.\*\*

5. Loud Motorcycles, mini-bikes, dirt bikes, all-terrain vehicles, go karts, ATVs, four wheelers, golf carts or other excessively noisy vehicles are PROHIBITED in the Park, whether owned by a Resident/lease holder(s) or a visitor.

6. Trucks over 3/4 ton will be allowed in the community for delivery purposes only, and only with advance written approval by Park Management. Such large vehicles may NOT be parked anywhere within the community overnight - EVER!! This includes transportation vehicles, buses, and work vehicles.

7. No motor vehicles may remain in the community if it is in a state of disrepair and inoperable. Unregistered or inoperable vehicles in the Park for more than 24 hrs. will be removed/towed at the owner's expense and a 12 Day Violation Notice will be sent and considered a lease violation.

8. No vehicles are permitted on any of the lawn areas of the community at any time or for any reason. Vehicles will be towed at the owner's expense after being sent a violation notice. Repair of water & sewer lines are the resident's sole responsibility. Any damage caused to the Resident/lease Holder(s) vehicle, personal property, etc. will be at the sole expense of the Tenant while the vehicle is parked on the lot or while being towed away.

9. All communities are maintained as private property, it's streets and lanes are PRIVATE, NOT PUBLIC THOROUGHFARES. Management may, therefore, at its sole discretion and in the interest of safety, appearance, lower maintenance, and reduced traffic, as well as for the well-being of our residents, restrict or prohibit certain vehicles or drivers from using our streets.

10. Travel trailers, campers, boats, motor homes, utility trailers, boat trailers, or other recreational vehicles may not be stored on the mobile home lot, nor anywhere else within the community for any reason. Not even for a small period of time that would constitute as a "visit" or because of a business. Arrangements for all of the above should be made outside of the community. Lease holders are responsible for what their guests bring on to their lot, this includes all of the above. Any and all of the above will be towed from the community and it will constitute as a lease violation.

11. All vehicles with expired tags, body damage, flat tires, missing car parts (bumper, mirrors, etc.) or in non-compliance with any rules & regulations within this agreement will immediately be towed at the Tenants expense if Tenant(s) fails to cure the condition timely after receiving a 12-day rule violation letter.

## **MANUFACTURED HOME RENTAL PROHIBITED**

**The sub-leasing of lots or the rental of manufactured homes within this community is specifically prohibited.**

**ADDITIONS:**

1. All additions must first be approved by management and be neat in appearance and not intrude on the rights and privacy of others.
2. Additions are for the benefit of the Tenant. At the time a Tenant moves out of the community, additions may be required to be removed by the departing Tenant.
3. Any additions in poor condition may be required to be removed by the Tenant at the Tenant's expense at any time.
4. Porches/decks may be no larger than 10 ft. in width X 15 ft. in length and should be placed on the front-door side of the home. Any "special requests" must first be discussed and approved by the Management.

***NOTE: Any additions such as those described above may first require a Kent County Building Permit, which must be obtained by the Tenant, at Tenant's own expense.***

**WHEELS & AXLES: TENANT IS NOT PERMITTED TO REMOVE THE WHEELS AND AXLES FROM THE HOME.**

**MATERIAL SPECIFICATIONS:**

All homes to be placed or retained in the community must be constructed in accordance with the National Manufactured Home and Construction Safety Standards Act which became effective June 15, 1976 (HUD)

**DAMAGE TO PAVED SURFACES:**

Damage to paved parking areas caused by leaking gas or oil from motor vehicles shall be the responsibility of the Tenant and will be removed and replaced by Landlord at the expense of Tenant.

**SEPTIC SYSTEMS / SEWER LINES:**

1. If sewer lines are clogged because of misuse by the Tenant(s) or Residents(s) tied into that sewer line, the Tenant(s) shall be charged **\$150.00** on each occasion the lines must be routed out/opened by maintenance personnel. The responsibility for this shall be determined solely by Management. Please reference the fee schedule for more information.

**NOTICES:**

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

- (a) Personally, by leaving a copy thereof at the Tenants' 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 tenants have provided in

writing. Responsibility of providing an alternative address the management is solely on the lease holder(s).

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.

## **PETS:**

### **Approval of any pet is at the sole discretion and judgment of Management.**

Only house pets are permitted in the community. House pets are herein defined as dogs and cats that always remain inside the house except when being walked on a leash. Management **MUST** approve ANY inherently dangerous animals of any kind, i.e., snakes, reptiles, spiders, etc. A maximum of two (2) pets are allowed per household unless otherwise approved by Management. Listed below are the rules that apply to all pets that have been approved to reside within the community. Not abiding by the rules set forth can and will constitute as a lease violation. Termination of your lease can be a result of such violations. The following breed of dogs are not allowed to reside or visit in the community without prior Management approval: Akita, Chow, Doberman, Rottweiler, American Staffordshire (Pitbull), Wolf Hybrids, or mixes thereof. If you have a pet that qualifies as service or support animal you **MUST** notify and provide Management with a copy of the documentation.

1. All pets must be kept on a leash when outside the home and must **never be allowed to run at large.**
2. Doghouses, pens, pole-to-pole runs, or any other type of animal run are absolutely prohibited.
3. **Cats are not permitted to run loose at any time.**
4. Under no circumstances may a pet be tied outside. This includes overnight or at any time when the pet owner is or is not home.
5. Any noisy and unruly pets or those that cause written complaints will not be allowed to remain in the community.
6. Visitors may not bring pets into the community unless approved by Management in advance.
7. Pets may not be curbed on other Resident's yards. When pets are walked through the Community, owners are responsible for removing any animal excrement left by their pets.
8. Animal excrement shall not be allowed to accumulate in any yard at any time. Pet owners are responsible for cleaning up their yards after their pet's daily basis.
9. Outside caged pets, such as rabbits, are prohibited.
10. Any pet that acts on aggression, will not be allowed to remain in the community, and if the incident is reported in writing with proof, may constitute as a lease violation towards the lease holder.

11. All pets must have their rabies shot(s) and proof must be submitted with the Property Manager to keep on file with your lease. Shot records must be updated accordingly.

**\*\*If you feed, provide shelter, or maintain the lives of stray cats or other stray animals, you are assuming responsibility and ownership for the animal and will be treated as such\*\***

**All pets must be good neighbors: There will only be one warning if any of the above rules are broken. A second violation will result in the pet being removed from the community or the lease terminated. Remember, having a pet is privilege, not a right.**

### **STANDARDS FOR NEW MANUFACTURED HOMES TO BE ADMITTED INTO PARK:**

1. Home cannot be older than 20 years.
2. All homes being moved into the Park must be at least 14'x 56' (have 784 sq. ft. of living space), or be of the largest size the lot will accommodate.
3. New manufactured homes must be no closer than 10 feet from any neighboring manufactured homes or sheds, or a greater distance if required by county or state regulations. Management must be consulted and give prior approval to size and location of all newly admitted manufactured homes and additions.
4. Only good quality homes will be admitted into the Park. Quality shall be determined solely by Park Management.
5. It is strongly recommended that all new homes have "bay windows" in the front (street side) of the home. We believe this makes for a brighter and more livable home, a more attractive community, and better re-sale value.
6. Exterior of any new home MUST be vinyl siding and the roof MUST be shingled. All other siding and roof options must be approved by management.
7. All new homes must have skirting installed within 30 days of admittance, weather permitting. Only top-quality T-Lock type vinyl skirting may be installed.
8. The hitch must be detachable, detached, and stored under the home out of sight from the street.
9. New homes must have decorative shutters installed on all windows, front, back, and sides.
10. The front & back stairs to the home must be professional quality wooden stairs/porch, with railings, or pre-cast concrete, fiberglass, or the equivalent thereof.

11. No fences may be installed.
12. Storage sheds must be professional quality, wooden barn-type, and no larger than 10x10.
13. LPG tanks must be placed at the rear of the home, out of sight from the street. Heaters must be fueled by LPG or electricity. Fuel oil or kerosene fueled heaters may NOT be brought into the community.
14. Landscaping of individuals homes beautifies and improves the value of the home and community. Its purchase and installation by you, the Tenant, is encouraged.
15. The home must be equipped with properly functioning smoke detectors.
16. Any of these requirements may be waived by Management if, in Management's sole opinion, any such waiver is for the good of the community.

**STANDARDS FOR USED MANUFACTURED HOMES NOW LOCATED IN TO BE RESOLD AND REMAIN IN THE PARK**

In order for any manufactured home to be re-sold and remain in place in the Park, or for ownership to be transferred to a relative or heir and remain in the Park, the following standards are established:

1. The home must have at least 784 sq. ft. of permanent, year-round living space. Ground level enclosed porches, screened or open porches, the "hitch length" and sheds, are NOT included in this computation. An undersized home (less than 784 sq. ft. of living space) must be removed from the Park upon resale or change of ownership. The only exception will be when a home is situated on a lot which will not accommodate a larger home (wider or longer), to be determined solely by Park Management.
2. The home must be in good repair, neat in appearance, and meet all HUD requirements relating to construction standards, safety, and sanitation.
3. If a fence had been erected or is present on the lot, it will have to be removed before re-sale of the home on the lot will be approved.
4. The front & back stairs to the home must be professional quality wooden stairs, with railings, or of pre-cast concrete, fiberglass, or the equivalent thereof.
5. Storage sheds must be professional quality, wooden barn-type sheds. If metal sheds are present, they must be removed before the home is re-sold. Sheds must be situated at the back corner of the home. They must be in good condition and neat in appearance.
6. Upon change of ownership, any fuel oil or kerosene fueled heater or furnace must be converted to Propane or gas tanks, whether submerged or above ground, must be properly emptied and removed from the lot. Any oil spill, whether new or old, must be cleaned up and any contaminated soils removed, in the manner required or suggested by DNREC and/or the EPA, at

the sole expense of the Tenant, and to the sole satisfaction of the Management. Please call the Park office for additional information and instructions on the above.

7. LPG tanks must be placed at the rear of the home, out of sight from the street. Tanks must be rust-free and freshly painted.
8. All trees, shrubs, bushes, and flowers must be nicely trimmed and mulched before any re-sale takes place.
9. The sidewalk and patios, if any, must be intact and in good repair.
10. The hitch must be removed and stored out of sight under the home.
11. The skirting must be complete, intact, and attractively installed. Obsolete, “jury rigged”, or unattractive skirting will have to be replaced with top-quality T-lock type vinyl skirting prior to the new owner’s move into the home.
12. The home must be equipped with two (2) functioning smoke detectors.
13. Landscaping of individual homes beautifies and improves the value of the home and community. It’s purchase and installation by you is encouraged.
14. If the new electrical panel servicing your home has been installed, you must tie into the panel.
15. Home must have vinyl siding and a shingled roof. If it does not, it will not be approved for re-sale.

If all of the above conditions are NOT met to the sole satisfaction of management, the home will have to be removed from the park upon its resale or transfer of ownership. Notwithstanding the above, Management retains the right to WAIVE any or all of these “Resale Standards” if, in Management’s sole opinion, such waiver is for the good of the community.

**IMPORTANT:** Any Tenant contemplating the sale of their manufactured home to remain on its lot in the park must first have his/her home inspected and approved for retention in the park before offering the home for sale.

Any deficiencies noted by management will have to be corrected, and the home re-inspected, before offering it for sale. This inspection and approval for the home to remain in the park in no way includes a warranty for guarantee of any kind but is simply an approval for the home to be re-sold and remain in the park.

Any home sold or whose title is transferred **WITHOUT SUCH PRIOR APPROVAL** may not be occupied on its lot in the Park by its new owners, and must be removed from the Park within thirty (30) days of change of ownership. Lot rent must be paid until such time the lot is empty

and cleared of all debris. Court action may be taken if this process is not completed in the correct order.

**NOTE:** Park Management may make an offer to buy any manufactured home currently located in the Park, whatever the size or condition.

**FEE SCHEDULE, effective January 2023**

1. Resident Application (lease holders)	\$50.00
Per occupant (background only)	\$25.00
2. Clean up or Strewn Trash	\$75.00 hr. per man + bulk haul costs
3. Mowing of Unattended Lawns	\$100.00 + clean up (see above)
4. Clearing of Clogged Sewer Line	\$150.00 hr. per man + equipment
5. Emergency Service after hours *Deemed non-emergent by staff* (Mon-Fri. 4:30 pm thru 8:30 am) (All day Saturday & Sunday)	\$150.00 hr. per man + equipment
6. Maintenance pumping of Septic	\$300.00
7. Power wash	
Singlewide:	\$200.00
Doublewide:	\$300.00
8. Replacement of Toter	\$75.00
9. Abandoned vehicle removal or Removal from street for snow removal	\$140.00 + towing costs
10. Maintenance or repair due to tenant neglect or damage	\$100.00 hr. per man + Material cost or actual contractor cost + 10%
11. Lockout fee	\$50.00
12. NSF (Bounced Check)	\$35.00 (subject to change)
13. Late Letter Processing	\$5.00
14. Certified Mailing	\$10.00
15. Court filing fee	\$45.00 (subject to change)

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 Property Manager/Agent (Initials)

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 Tenant (Initials)

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 Tenant (Initials)



16. WOP fee	\$40.00 (subject to change)
17. Relocation Trust Fund	\$2.50 per month, due with rent
18. Late Fee	\$25.00 or 5% (whichever is higher)
19. Proper Maintenance of Home Lot &/or Landscaping	\$100.00 hr. per man + bulk haul
20. Copy of document (black & white, NO COLOR)	\$1.00 per page
*Limit 2 copies per year, includes but not limited to, leases, renewals, verification letters, etc.*	

### ACKNOWLEDGEMENT

**TENANTS HEREBY STATE THAT THEY HAVE RECEIVED, READ, UNDERSTAND, AND AGREED TO THE FOLLOWING:**

- A. A copy of the Rental Agreement.
- B. A copy of the Rules and Regulations of the Manufactured Home Community.
- C. That they fully understand that full compliance with the Rental Agreement AND with each Rule and Regulation is required of them, and that non-compliance will result in lease termination and court ordered eviction.
- D. A copy of Chapter 70, Part IV, Title 25 of the Delaware Code, the Landlord/Tenant Code relating to Manufactured Homes and Manufactured Home Parks.
- E. That they have been made aware of the specific identification of the site being leased.
- F. That they are aware of the terms of payment.
- G. That they are aware of the total amount of the annual rental for the site.
- H. That they are aware of the amount due for each rental installment.
- I. That all rental payments must be by personal check, cashier's check, or online. NO CASH ACCEPTED.
- J. That they understand that the monthly rental discount is earned only when rent is in the Landlord's possession, in good funds, prior to 5 P.M. on the **1st calendar day** of the month.

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Property Manager/Agent (Initials)

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Tenant (Initials)

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Tenant (Initials)

K. That they are aware of the amount of the late payment fee (\$25.00 or 5%); and the “bad” check (bounced check) fee (\$35).

L. That they have received an identification of the services to be provided and the fee charged for each service.

M. That they have had described to them each service, facility, and utility service that the Landlord will provide.

N. That they have received a description of any termination and renewal options as set forth in this Rental Agreement.

O. That is has been explained to them that the Delaware law governing the relationships between Tenants and Landlords are those set forth in Chapter 70, Part IV, Title 25 of the Delaware Code, relating to manufactured homes and manufactured home parks.

P. That they were offered yearly lease.

Q. That they read and understand “Standards for Used Manufactured Homes to Be Resold and Remain in the Park.”

R. That they have read and understand the Fee Schedule.

\_\_\_\_\_  
**Tenant Name (Print)**

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**Tenant Name (Print)**

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**Tenant Signature**

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**Tenant Signature**

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**Property Manager/Agent Name (Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Property Manager/Agent Signature**

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Property Manager/Agent (Initials)

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Tenant (Initials)

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Tenant (Initials)