

APPENDIX E
SOUTHERN DELAWARE COMMUNITIES, INC
RULES AND REGULATIONS

PURPOSE

1. These Rules and Regulations are material to the Lease Agreement and are designed to promote the safety, health, welfare, and quiet enjoyment of each RESIDENT and are believed by LANDLORD to be necessary to obtain this goal while promoting a neat, clean, and attractive Community of which we can all be proud.
2. These Rules and Regulations shall be enforced in a uniform manner. Failure to comply with any rule shall be considered due cause for LANDLORD'S decision to not renew a Lease Agreement at the time of its expiration and/or shall be considered due cause for termination (after proper notice) of the Lease Agreement during its term.
3. Amendments to the Rules as set forth may be made at any time by LANDLORD and copies of such amendments shall become effective the later of: (1) the date specified in the amendment, or (2) sixty (60) days after LANDLORD gives to each RESIDENT written notice of the proposed amendment.

A. REGISTRATION

1. Prior to entry into the Community, all applications and forms must be completed with all information requested so that character and credit checks can be conducted properly to determine Community and financial responsibility. Negative reports regarding character and/or credit or failure to fill out forms completely and accurately may be reason for denial.
2. All applications require a \$50.00 non-refundable processing fee.
3. All prospective residents must sign the Lease Agreement and pay for all charges prior to moving the home into the Community, or prior to an approved qualified buyer moving into a home already located in the Community.
4. The premises shall not be occupied by any persons other than those named in the Application for Residency with the exception of after born children. A maximum limit of two persons per bedroom (bedroom is defined as an enclosed area with a bed, dresser, and closet), and no more than one family may occupy the home at any given time.
5. **There shall be no renting or subletting of a home and/or site by RESIDENT.**
6. No advertising or business may be conducted in the Community nor from within the home.
7. LANDLORD requires that the Lease Agreement and title to the home be in the same name(s). When only one individual is owner and leaseholder that individual must reside in the home. When there are co-owners and leaseholders, only one of them must reside in the home.

B. HOME PLACEMENT

1. Homes entering the Community must meet the following minimum home specifications for admittance:
 - a. Each individual home must be approved by an authorized Property Management agent prior to admittance into the Community.
 - b. "Home" hereinafter refers to a "manufactured HUD code home". All homes must display the current HUD code seal.
Homes must meet current wind zone 1 and thermal zone 3 1995 HUD standards for Sussex County.
 - c. Without exception, the entire exterior of the home must be factory installed vinyl lap or cedar siding.
 - d. All homes must have a uniform A-line shingle roof.
 - e. Oil and/or kerosene heaters are **strictly prohibited**.
 - f. The homes must be supported by concrete footers and vapor barriers (singles and doubles) consistent with the manufacturers installation manual.

- g. All homes must have detachable hitches.
 - h. All homes must have a minimum of one (1) frost-free exterior water faucet.
 - i. All homes must be equipped with water saver devices on all faucets, showers, and toilets.
 - j. LANDLORD may, after the required notice, amend requirements for admittance based on product development.
2. No home may be delivered into the Community without management being present. Appointments as to date and time for the delivery of a home must be scheduled at least three (3) days in advance of delivery.
 3. Homes must be parked on each site in a uniform manner to meet all County setbacks; LANDLORD will have the site staked out for the exact home placement on the site. On site management will supervise said placement.
 4. No home or permanent structure nor any part of the home, addition, or any building shall extend closer than the Sussex County set-backs requirement of 25' front, 10' sides and 10' rear of the boundary line. Home shall not exceed the pre-approved height of current Federal (HUD) regulations.
 5. The set-up and materials used in the setup of any home shall be in accordance with "Specifications for Delivery and Setup of HUD Manufactured Homes", Appendix B hereto, or the manufacturers installation manual.
 6. Home must be anchored securely and immediately after placement consistent with the manufacturers installation manual to meet the current established Federal HUD wind zone 1 requirements.
 7. Each home must have a detachable hitch. Hitch must be placed out of sight under home, or discarded.
 8. Insulation under home must be tacked and secured with no loose areas visible.
 9. The bottom of the home shall be completely enclosed (skirted) within thirty (30) days after arrival in the Community. Skirting shall be installed in accordance with the "Specifications for Delivery and Setup of Manufactured Homes" Appendix B hereto. Also, skirting must have an easy access door or panel at in-line water valve for LANDLORD to check for water and sewer leaks, etc.
 10. RESIDENT must install a concrete or anchored fiberglass splash block at each rain gutter discharge point to prevent erosion of soil and driveway asphalt (for homes with rain gutters).
 11. Site number will be provided by LANDLORD and shall be plainly displayed on the premises. The LANDLORD will determine the exact location and placement of the site number. Site number is necessary for the guidance of emergency personnel.

C. SHEDS, CARPORTS, GARAGES

1. Only one (1) utility shed per site will be permitted. Utility sheds may be no larger than 10 x 16 and may be no higher than 11' from ground to roof peak. **Utility sheds must be of the same material and color scheme as home siding and trim.** Under no circumstances may a RESIDENT erect or cause a utility shed to be placed on a site without prior written permission from LANDLORD. (See attached Appendix H, "Specifications for Construction") **Aluminum or metal sheds and homemade constructed sheds are strictly prohibited.** Pre-fabricated kits will be evaluated on an individual basis. Only wooden sheds with shingled, A-frame roofs and vinyl or cedar siding will be approved.

LANDLORD shall make all decisions pertaining to the placement of the shed on the site. RESIDENT is responsible for maintaining their shed at all times as far as repairs or upkeep of the exterior finish is concerned, and is also responsible for seeing that the utility shed is installed and maintained in a level position. Doors must open and close easily and securely. Any permits which may be required by any State or County governmental agency for the placement of any utility shed is the sole responsibility of the RESIDENT. LANDLORD reserves the right, after the required notice, to amend the type of sheds permitted based on product development.

2. All sheds without a concrete floor must be at least three (3) inches off ground on solid concrete blocks. This will increase airflow to stop rapid decay of wood.
3. Carports and garages are permitted providing all requirements under Appendix H, "Specifications for Construction", are met.

D. HOME MAINTENANCE

1. See Appendix G, "Home Standards".

E. DAMAGED HOME

If a home is substantially damaged by fire, windstorm, or other cause, the RESIDENT shall begin the repair or remove the damaged home within one (1) week or the LANDLORD may do so at the RESIDENT'S expense. If the RESIDENT elects to repair his damaged home, such repairs shall begin within one (1) week after the damage has occurred and, in all cases, be completed within thirty (30) days. All loose damage parts and debris shall be removed immediately. If the damaged home cannot be completely repaired within thirty (30) days, the LANDLORD may require that the home be removed from the Community for repair.

F. INSURANCE

RESIDENT is required to have comprehensive insurance on his home including but not limited to liability, fire and casualty, loss of contents, and medical liability. RESIDENT acknowledges that he/she is fully and solely responsible for any and all claims for injuries, damages, or losses occurring in his home or on the site leased by him/her unless caused by the negligence of the LANDLORD, management, agents, or assigns on the maintenance of the premises. **Copy of insurance binder and title to home is to be kept on file in office and must be updated yearly on anniversary date.**

G. PERMITS

All exterior home repairs, replacements, room and other additions and sheds must be approved in writing by LANDLORD prior to start of work. **The building permit must be secured by RESIDENT and displayed in the front window of home before work begins. Check with the Sussex County Assessment Department (1-302-855-7720) for the exact item that may need a permit. Any work done without a needed permit is a \$100.00 fine by Sussex County. The RESIDENT will be responsible for this fine. Installation of a new central air conditioning system requires a permit, but replacement does not. All construction under this section shall be performed in accordance with "Specifications for Construction" Appendix H hereto.**

H. ADDITIONS

Add-a-rooms, carports, and garages require written LANDLORD approval as per Appendix H, "Specifications for Construction". RESIDENT shall submit design, size, color, and material for approval. Color and material pattern must be the same as the house siding. For permit requirements, see section F above.

I. AIR CONDITIONERS

Portable or window air conditioners are not permitted. Central air conditioner units shall be placed at ground level on pre cast concrete or composite pad consistent with LANDLORD'S direction.

J. SITE MAINTENANCE

1. Each and every site is to be kept clean and free of debris and combustible materials at all times. No rubbish, debris, any type of cans, bottles, furniture, tires, appliances, lumber, lawn mowers, bicycles, toys, storage cabinets, boxes, or any type of junk, and/or materials, etc. are to be stored in a visible location. **Only store-purchased patio furniture and barbecue grills are permitted outside. If S.D.C. has to do any clean up to your lot, all fees will be charged to your account after proper notice, if action is still required by landlord.**

2. If home is equipped with fireplace, firewood shall be stacked at the rear of the home or shed. Wood must be stacked one foot off the ground to prevent rodents.

3. If home is equipped with pellet stove, pellet bags must be kept in shed.

4. All exterior site improvements, replacements, temporary or permanent additions, patio coverings, porches, decks, sheds, concrete or masonry work, painting, color of paint, utility changes, etc., must be approved in writing by LANDLORD prior to starting or installing. **LANDLORD must approve Two (2) copies of a scaled drawing in writing before any construction begins.** See Appendix H, "Specifications for Construction".

5. LANDLORD hereby reserves an easement to enter upon the site hereby rented for the purpose of inspecting, maintaining utilities, or replacing utilities, or for the purpose of inspecting the premises in order to confirm compliance with the Rules and Regulations.

6. If LANDLORD approved individual private pole light is installed, then the RESIDENT will be responsible for all costs and maintenance of said light.

7. The RESIDENT shall keep driveways, sidewalks, porches, and patios neat, clean, and **in good repair at all times.**

8. **Damage to paved parking areas caused by leaking gas or oil from motor vehicles shall be the responsibility of the RESIDENT and must be cleaned up immediately. Damages caused by oil leaks shall be repaired or replaced at RESIDENT'S expense.**

K. LANDSCAPING

The planting of trees, shrubbery, and flowers tends to beautify the community and LANDLORD encourages all RESIDENTS to improve the appearance of their sites. **However, to reduce possible damage to underground utilities and to prevent blocking of home ingress and egress, LANDLORD must approve planting locations in writing prior to permanent plantings.**

1. LAWNS:

a) RESIDENT is responsible for maintaining a clean site – mowed and trimmed at all time not to exceed 4” in height.

b) RESIDENT that permits a lawn to remain un-cut must pay a minimum charge to have the site cleaned up or lawn mowed. Lawns are to be mowed and trimmed weekly or as needed during the growing season. (See Appendix C, “Fee Schedule” for charges)

c) Dumping of grass, wood, tree parts, trash, or debris of any nature behind homes with a buffer zone (wooded or un-wooded) is strictly prohibited. Disposal of the same must be placed in approved trash container or removed at RESIDENT'S expense.

d) All holes in site must be filled with topsoil and seeded. If you need topsoil, call the onsite Community office.

2. FLOWERS:

a) All flowerbeds must be weeded weekly or LANDLORD will charge fee as set forth in Appendix C, “Fee Schedule” and have weeding performed. This requirement will not be unduly or unreasonably enforced in the event of a drought or other situation where weeding would not be required on a weekly basis.

3. SHRUBBERY:

a) **Shrubbery must be trimmed at least once a year and may not exceed four (4) feet in height, may not block any window, or may not interfere with the maintenance of the home or any improvements on the site.** Trees (holly, Japanese pine, spruce, fruit, etc.) must not touch home, shed, deck, porch, etc., or block driveway and must be trimmed to limit size. Bottom limbs are to be pruned so grass can be mowed and trimmed easily. No new trees or shrubbery will be allowed to be planted without the written permission of the LANDLORD.

4. TREES:

a) **Existing trees on any site that must be cut, removed, or pruned for any reason will be LANDLORD'S responsibility.**

b) **Any trees or shrubbery planted by a RESIDENT on a site with LANDLORD-written approval and that must be cut or pruned for any reason will be considered the RESIDENT'S responsibility. Proper disposal of trimmings from shrubbery and trees is the RESIDENT'S responsibility. Shade trees shall not interfere with the maintenance of the home or any improvements on the site.**

c) **All trees and shrubbery planted by a RESIDENT must be trimmed each year. Any trees, planted by the RESIDENT, that die must be cut level with the ground. When stump rots out, the hole must be filled with topsoil to eliminate liability to RESIDENT.**

d) Any sites with trees that shed leaves, limbs, nuts, balls, etc. must be raked as needed. If not raked and properly disposed of, LANDLORD will rake as per Appendix C, "Fee Schedule" and bill RESIDENT.

e) If any tree grows to 25 feet in height or 6 inches in diameter in the stem/trunk, then LANDLORD shall maintain the life and health of the tree, but shall not be responsible for items from the normal life cycle of the tree like sap, leaves, etc.

L. SERVICES AND UTILITIES

1. All RESIDENTS shall make arrangements with local utilities serving the Community for connection of services (Cable TV, telephone, gas, power).

2. For those RESIDENTS who so choose, there is a television cable system available through Comcast Cable TV, or others. RESIDENTS choosing to contract with the cable company must understand that S.D.C does not influence nor accept responsibility for the quality of service, fee structure, channel availability or any other function of the cable company.

a) Satellite dishes 18" or smaller are permitted. Installation and location to be approved in writing by LANDLORD.

b) **Outside TV antennas and CB radio antennas are strictly prohibited.**

In the event of any such prohibited installation, LANDLORD may terminate the Lease Agreement and initiate proper legal procedures. In addition, LANDLORD shall cause its removal at RESIDENT'S expense.

3. Each RESIDENT is solely liable and responsible for keeping his own water and sewer connections from freezing in accordance with Appendix B, Section 5, Subsection D, and shall be responsible for arranging for such repairs. **The constant running of water to prevent lines from freezing is absolutely prohibited and shall constitute grounds for Lease Agreement termination.** It shall be the RESIDENT'S responsibility to maintain tight drains to sewage outlet. **Leaking faucets and running toilets must be repaired immediately or water will be turned off.** Proper winterizing is the responsibility of the RESIDENT. Seasonal residents (residents who do not reside in the manufactured home on a year-round basis) must complete and return the "Winter Questionnaire" (see Form Example #1, attached) by November 1st of each year.

4. Garden hose may be used to water shrubbery, flowers, and lawn.

5. **Washing of guests' cars is not permitted.**

6. We recommend that when leaving home for more than one week, the in-line water valve under home should be turned off.

7. No one is to turn on or off **main water valve** except LANDLORD. Each home must have an in-line water cut-off for routine plumbing maintenance so RESIDENT will not have to have main line valve turned off.

8. The RESIDENT is responsible for the maintenance and repair of all water, gas, electric, and sewage connections from the utility posts, outlets, or in the ground to the home.

9. It shall be the RESIDENT'S responsibility to keep the home sewer line flushed with water and open. If a sewer line is clogged or stopped-up because of foreign matter, and is not an obstruction in the main sewer line, the RESIDENT will have to pay the charge for cleaning his own sewer line.

10. **Do not** flush items down the sewer such as grease, motor oil, petroleum products, toxic materials such as paint, or paint thinner, etc., coffee grinds, rags, cloth, hard paper, cigarettes, paper towels, sanitary napkins, disposable diapers, plastic or rubber objects, or cat litter. Such items must be wrapped in paper or newspaper and deposited in garbage cans. No additives (such as RID-X) to liquefy solids are permitted. Drano or other pipe cleaners are not allowed. Do not permit children to drop any type of small toys or objects in the toilet or drains.

11. Theft of services, including but not limited to electric, gas, or cable, is considered a violation of this Lease Agreement and shall be due cause for the termination or non-renewal of the Lease Agreement.

12. Garbage and Refuse Disposal: All household trash and garbage must be put in a plastic bag with a tie and placed in the **Community approved commercial plastic can**, with hinged lid. Keep can lid firmly closed at all times. Trash may be placed, properly prepared, on front property line beginning at 6:00 pm the day before pick up. After pick up, can must be placed only in shed or rear of home enclosure out of sight by the end of pick up day. Seasonal RESIDENTS must make arrangements with neighbors or someone else to put cans away properly and timely on same day after pick up. An approved 4x8 trash can enclosure must be erected at the rear of the home (see Home Standards) to house trash and recycle cans. S.D.C will have the right to remove

the cans from the residence if resident refuses to put trash/recycle cans away timely and/or we are constantly picking up trash from your cans.

Trashcan enclosure must be 4 1/2' in height of salt/pressure treated stockade wood at rear or side of home.

County regulations require that storage and disposal of garbage, trash, and refuse shall be so managed as to not create health hazards, rodent harborage, insect breeding areas, accidents, fire hazard, or air pollution.

Wood, lawn trimmings, leaves, branches, metal appliances, furniture, Christmas trees, etc. that are not household trash and garbage must be removed at RESIDENTS expense. Call onsite management for suggested private haulers, if needed.

13. LANDLORD will remove snow from the streets as quickly as possible. All RESIDENTS must understand that, while plowing the streets, it is impossible to avoid plowing in driveways.

14. All RESIDENTS are responsible for keeping their own driveways and sidewalks clear of snow and ice. Use of salt on driveway and sidewalk to melt snow and ice is strictly prohibited. Calcium can be used in the place of salt. (Use of salt on driveway and sidewalk surface will permanently damage the finish).

M. GENERAL CONDUCT

1. RESIDENT agrees that RESIDENT, members of his family, his guests, agents, servants or licensees: shall not make or permit to be made, any unreasonable disturbing noises in or about the leased premises of the community at large; nor engage in behavior that is morally offensive or is likely to result in a substantial risk of physical harm to other residents; and shall not engage in illegal conduct, loud boisterous behavior, or in any other kind of conduct interfering with the rights, comforts, or conveniences of other residents or neighbors.

2. RESIDENT agrees to accept full responsibility for the conduct of himself, members of his family, his guests, agents, servants or licensees. In the event of any criminal conduct, criminal activity of any kind or behavior by the RESIDENT, members of his family, his guests, agents, servants or licensees which causes or threatens to cause irreparable harm to any person or property, LANDLORD may, upon notice, immediately terminate the Lease Agreement and bring a Summary Proceeding for possession pursuant to section 5702 of the Delaware Landlord/Tenant Code.

3. RESIDENT shall not play or permit to be played any musical instrument, television, radio or other noise-creating equipment if it shall disturb or annoy other residents or neighbors. Noise levels shall be reduced after 10:00 p.m. and the sound shall remain within the confines of the home.

4. No RESIDENT, member of his/her family, guests, agents, servants or licensees shall trespass on any other RESIDENTS' sites or use other RESIDENTS' sites as shortcuts through the Community. Children must play in their own yard at all times unless specifically invited into the yard of another RESIDENT. Children are to respect the personal property of others as well as their site boundaries. Everyone is expected to conduct himself in a dignified and neighborly manner. Be considerate of others and keep noise level low and in control at all times.

5. RESIDENT accepts full responsibility for the behavior of any and all minor children, members of his/her family, and guests, and agrees to provide proper supervision (regardless of age), at the bus stops or in any other areas in the Community. Damage caused by any RESIDENT, member of his/her family, guests, agents, servants or licensees to property not his own shall be the sole financial and legal responsibility of that RESIDENT.

6. RESIDENT shall not place any sign, notice, legend, or advertising on any exterior part of the home or leased premises (site), or display same from the inside of the home itself with the exception of one "For Sale" sign not to exceed 24" x 30" in size which may be placed in the interior of a window when the home is placed on the market for resale. Resale of home shall comply with Appendix I, "Resale Standards". **No advertising or business may be conducted from within the home including but not limited to a home daycare business.**

7. All complaints relating to any RESIDENT and/or family in the Community will be discussed privately with the particular parties involved and actions taken accordingly with the individual parties involved in the dispute.

8. RESIDENT agrees to comply with any ban notice sent by the LANDLORD. From time-to-time Landlord may have reasons to ban an individual from the Community. If an individual is banned, no one may allow that person to visit on their property or within the rental community. A violation of a ban notice is a violation of the Lease Agreement.

9. Curfew – 10:00 p.m. from Memorial Day weekend through the end of Labor Day weekend.
Curfew – 8:00 p.m. Monday through Sunday during Fall, Winter, and Spring sessions.
Curfew applies to all occupants and visiting guests under the age of 18 years old.
10. No loitering, gathering of 3 or more persons, no grouping of persons in such a manner that interferes with Community traffic or can be misconstrued as harassment will be permitted within any area in the Community including Community entrances or the immediate outside perimeter of the Community. Violators can and will be prosecuted according to the local, state, and federal governing laws.
11. Any uninvited person(s) found in the Community will be asked to leave the Community immediately. Person of dubious interests will be arrested and prosecuted for trespassing, loitering, and stalking.

N. GENERAL RULES

1. Wading pools and hot tubs (permanent or portable) are **not** permitted.
2. Motorcycles, lawn mowers, bicycles, grills (propane gas grills), etc., when not in use, are to be stored in shed or inside home. **All games equipment and children's toys and bicycles etc. must be put away daily.**
3. Firewood must be stacked at the rear of the home or shed. Wood must be stacked one foot off the ground to prevent rodents.
4. No fences or fencing of any kind are permitted.
5. No burning of leaves, rubbish, or trash is permitted.
6. No clotheslines are permitted.
7. No individual site yard sales are to be held in Community.
8. No newspaper delivery box is permitted.
9. No weapon of any type or description may be used, carried or discharged within the Community.
10. No fireworks of any type or description are permitted in the Community at any time.
11. No ball playing will be allowed on the streets nor between or behind the homes, except in designated areas.
1. **No automotive repairs of any kind are permitted at any time.**
2. **Illegal substances are prohibited in the community.**

O. RECREATION AREAS

The Community recreation areas are "common areas" provided for the enjoyment and use of all RESIDENTS and their guests. No loitering, gathering, grouping, nor trespassing will be permitted in any part of the Community recreation areas, common grounds, or vacant sites. **Restricted areas are for employees, authorized personnel, management, and owners only.**

1. No RESIDENT or guests are permitted to have alcoholic beverages in any section of the recreation areas. Visiting guest(s) are not permitted in the recreation areas unless accompanied by a responsible adult RESIDENT.
2. Open fires of any type are absolutely prohibited in any part of the recreation areas at any time. This includes, but is not limited to, bonfires and campfires.
3. The use of cookout equipment, which is intended for special events only, requires prior written LANDLORD approval. Such event(s) are only permitted in the designated areas approved by LANDLORD.
4. No vehicle is permitted to be driven in or parked on any part of the recreation areas except for in the designated parking areas. This includes, but is not limited to, cars, trucks, motorcycles, and those vehicles described in section P, 6 & 7 of this Lease Agreement Addendum.

5. While using recreation areas, RESIDENT agrees that RESIDENT, members of his family, and his guests shall not engage in any behavior that is morally offensive or that is likely to confer substantial risk or physical harm to others, or any kind of behavior which may cause or threaten to cause irreparable harm to any person, guest or property, or illegal conduct, loud, boisterous behavior, or conduct that interferes with the rights, comforts, or conveniences of other residents, their families, or guests.
5. RESIDENT, members of his family, and his guests may not leave trash in, damage, or vandalize any part of the recreation area and RESIDENT is totally liable for any damage to property or persons committed by themselves, their family, or their guests. **Use of the recreation areas is a privilege, which can be revoked immediately for misconduct.**
7. LANDLORD may, as a result of prior acts of misconduct, prohibit a RESIDENT, member of his family, or guest from using recreation areas.
8. LANDLORD may, at his discretion, prohibit entry to any recreation areas during certain hours.
9. At all times small children must be supervised by an adult RESIDENT while in any area designated as a recreation area, and RESIDENT must accept responsibility for the behavior of their children (regardless of age).
10. All other Rules and Regulations of this Lease Agreement Addendum apply to recreation areas.
11. **Recreation areas are not supervised nor secured and RESIDENTS and/or their guests are liable for any injuries that occur while using the recreation areas.**

P. TRAFFIC AND PARKING

1. Any person operating a motor vehicle or golf cart within the Community must have a current, valid State driver's license and insurance coverage.
2. Speed limit for all vehicles is between 5MPH-15MPH (depending on community). This limit is established for the safety of all RESIDENTS and their children. Each individual will observe strict compliance with the speed limit. All stop sign intersections must be obeyed. Pedestrians have the right-of-way. Each RESIDENT is responsible for seeing that all members of his/her family, guests, agents, servants, or licensees comply with the designated speed limit and all other traffic control devices.
3. There is to be no parking on the streets at any time. RESIDENT is responsible for informing all guests of this regulation. Parking on another resident's parking area is strictly prohibited. LANDLORD will have violator's vehicles towed at owner's expense.
4. Racing cars, mini-bikes, scooters, and any other motorized unlicensed recreational vehicles are strictly prohibited from entering the Community.
5. Motorcycles are permitted but must be used only for entrance and exit from the Community in a manner so as not to disturb other residents. Engine "revving" and joy rides are not permitted. The RESIDENT must inform all guests of this regulation and accept full responsibility in regard to all visitors to the RESIDENT'S home.
6. Loud mufflers are not permitted. All vehicles and motorcycles must be equipped with low-noise mufflers and maintain muffler system in good repair and working order.
7. **No** travel trailers, campers, camper shells, boats, utility carts, utility trailers, trucks over 1 1/2 ton, or other recreational vehicles are permitted to be parked or stored on the site, RESIDENT parking area, or in the Community at any time except for 24 hours for loading or unloading. LANDLORD must be notified prior to having any one of these vehicles entering the Community for loading/unloading purposes.
8. No tractor-trailers will be permitted to be parked or stored in the Community for any purposes at any time.
9. Guest parking areas are reserved for visitors only. Each RESIDENT is responsible for his guest's parking. RESIDENT may not use these areas for storage or parking of their own vehicles. Misuse of these parking areas by a RESIDENT may result in immediate towing of offending vehicle(s) at owner's expense and/or termination of the Lease Agreement.
10. No motor vehicle may remain in the Community if it is in a state of disrepair and/or inoperable. This includes vehicles without current tags. Should LANDLORD find it necessary to tow any abandoned, disabled, or unregistered vehicle, it shall be done, without prior notice, at the expense of the RESIDENT and shall not be construed in any way as diminishing the right of LANDLORD to terminate the Lease Agreement and file a Summary Proceeding for possession.

11. **No vehicle is permitted to be parked or driven on any lawn, patio, or median areas of the Community at any time for any reason. Landlord reserves the right to tow any vehicle after proper notice to Resident where required, unless an emergency situation requires an immediately towing with no notice.**

12. RESIDENT must keep his/her parking spaces free from oil, grease, or any other substance that is unsightly or could cause damage to the asphalt. RESIDENT is financially responsible for any damage caused to the parking spaces or road service by him/herself, his/her vehicles, or his/her guests' vehicles. **Oil or gas-leaking vehicles must be removed immediately from the Community until repaired. Failure to remove such a vehicle will be considered a violation of these Rules.**

13. In as much as the Community is maintained as a private enterprise, its streets and lanes are PRIVATE, not public, thoroughfares. LANDLORD may, therefore, at his discretion and in the interest of safety, maintenance, and traffic therein restrict certain delivery traffic on the streets, of certain products and services, or designated suppliers.

Q. TEMPORARY VACANCY

1. It is in the best interest of each RESIDENT to advise LANDLORD of any time he plans to be absent from the home for more than three (3) days.

2. RESIDENTS on vacation or extended leave must make proper arrangements to have their yards maintained during their absence and newspapers picked up on a daily basis.

R. MOVE-OUT

1. Prior to the expiration of any Lease Agreement, RESIDENT must give LANDLORD sixty (60) day notice of his intent to vacate.

2. RESIDENT must pay all rent and fees due to the end of Lease Agreement by either certified bank check, cashiers' check, or money order.

3. RESIDENT must notify LANDLORD three (3) days in advance as to the day and the time of home exit.

4. RESIDENT must remove or trim any trees, flowerbeds, and shrubbery as necessary to allow the proper removal of the existing manufactured home and leave the site in a clean and attractive condition. Grass must be mowed and raked.

5. RESIDENT must remove all debris, shed, deck, porches, anchor straps, and concrete blocks, footers, etc. from site.

6. At the time a RESIDENT leaves the Community, it is his responsibility to provide LANDLORD with a forwarding address.

7. Any property not redeemed within 72 hours after the removal of the home shall be considered abandoned and may be disposed of at the discretion of the LANDLORD. LANDLORD has no responsibility to retrieve, store, or secure any property left behind.

8. If RESIDENT fails to do any one of the above, LANDLORD may remedy and charge for the cost of such remedies.

S. RESALE STANDARDS

1. See Appendix I, "Resale Standards".

T. LEASE AGREEMENT TRANSFER - (Subject to "Resale Standards")

1. **a.** Prospective buyer of a home approved through the "Resale Standards", Appendix I, and to remain in the Community subject to a new or assumed Lease Agreement must be approved in writing by the LANDLORD as to character, credit, job stability, etc.

b. The prospective resident is required to complete the site Lease application in its entirety so that character and credit checks can be conducted properly and expediently to determine community and financial responsibility. Failure to complete the application in its entirety or to willingly provide false information will be immediate cause for disapproval or termination of the Lease Agreement.

c. LANDLORD will have a minimum of five (5) working days to process the application. Once the application has been completely processed, LANDLORD will notify the applicant of its approval or disapproval. A disapproved prospective resident will also receive a written statement as to the cause for such action.

2. With respect to any contemplated sale, a RESIDENT must submit a sixty (60) day written notification of intent to sell. A minimum of three (3) weeks prior to the transfer of the Lease Agreement, the RESIDENT shall provide LANDLORD in writing the name, address, and phone number of the prospective buyer.

3. Failure on the part of the RESIDENT to notify the LANDLORD in writing three (3) weeks prior to the transfer of the Lease Agreement or the actual transfer of title of his manufactured home and transfer of the Lease Agreement to a new resident, by giving the name and address of the new proposed resident in the notice, shall be grounds for termination of the Lease Agreement by the LANDLORD.

4. Prior to transfer of title to new owner, all obligations of the Lease Agreement must be fully complied with and no violations of the Lease Agreement shall exist. All taxes and fees must be clear and the Lease account with the LANDLORD must be paid in full. It is the RESIDENT'S responsibility to leave a forwarding address with the LANDLORD.

U. SOLICITING

No peddling, soliciting, or commercial enterprises are permitted in the Community. Signs or advertisements of any type are prohibited except resale signs as provided herein. Solicitors found on the premises will be asked to leave immediately. RESIDENTS are requested to notify the Office immediately of any solicitors.

V. POSTING

A copy of the Rules will be posted on the announcements board in both the SDC office and your Resident Manager's office located in the Community.

W. COMPLAINTS

1. If you have any complaints, suggestions, or recommendations concerning the Community, please bring them to the office in writing.

2. Complaints against any residents violating Community Rules or guidelines must also be turned in to LANDLORD in writing and signed by the complaining party.

3. Complaint(s) will be received courteously, and due consideration and action given accordingly. Avoid passing on to others unfounded rumors. LANDLORD will be happy to clear up resident's concerns.

X. RENTING & SUBLETTING OF HOMES

There will be no renting or subletting of homes.

I (WE) HAVE READ AND UNDERSTAND THE COMMUNITY RULES AND AGREE TO COMPLY WITH THE SAME. I (WE) ALSO UNDERSTAND THAT DISREGARD OF THESE RULES AND REGULATIONS WILL BE CONSIDERED CAUSE FOR TERMINATION OR NON-RENEWAL OF THE LEASE AGREEMENT AND MAY RESULT IN THE FILING OF AN ACTION FOR SUMMARY POSSESSION OF THE RENTED SITE.

BY: _____
Southern Delaware Communities, Inc
LANDLORD

BY: _____
RESIDENT

BY: _____

BY: _____
RESIDENT

DATED: _____

DATED: _____