

**DONOVAN SMITH MHP, LLC**  
**Community Guidelines**

*Dear Resident:*

*These Community Guidelines have been written for your convenience and benefit. They have been designed to allow you to enjoy a quality lifestyle in your community. Their purpose is to provide the necessary guidelines and direction which are so important in any community where consistently enforced guidelines always result in a better quality of life and higher resale value should you decide to sell your home.*

*Understanding these rules and their effect on all of us is a major prerequisite for living in our community. Please read them carefully and ask your manager on any specific questions about their meaning. There is a reason for each of these guidelines, and we would be happy to clarify any of these for you.*

**1. REGISTRATION**

- A. Management has the right to approve or reject any application for residency in the community. We will not discriminate for reason of race, creed or color. A review of your application when buying a new home may include, but is not limited to, a credit check, verification of employment, and previous landlord references. Criminal and credit background checks will also be processed on all prospective residents, including those occurring after the initial move-in date. The nonrefundable charge for this is \$30.00 per applicant over the age of eighteen (18).
- B. Management has the right to approve or reject a home if its size and appearance do not meet our standards.
- C. The Site shall not be occupied by any other person (s) than those named on the Rental Agreement. No home and/or premises shall be sub-leased or put into possession of another party without prior written consent of Management.

**2. RENT**

- A. Lot rent is due, and payable, in advance of the first day of each month. The tenant shall be granted a grace period of five (5) days for payment of said rent. After the expiration of the grace period (the sixth (6) of each month) there shall be a late charge of \$25.00,
- B. Any checks that are returned for non-sufficient funds (NSF) will be subject to a "NSF" charge of \$ 30.00 and treated as a late rent payment, subject to the penalties as noted above.
- C. No refunds will be made for partial month of occupancy.

**3. INITIAL SET UP**

Prior to the date of delivery of the home to the community, the dealer and/or resident must obtain a complete list of set-up requirements established by Park Management. Upon arrival the driver will inspect the site with a representative from Park Management, who will also supervise the placing of the home on the site in a uniformed manner. The lots are designed to accommodate mobile homes on a specific area of each lot. The remaining ground is used specifically for septic. Any heavy load placed over the septic will cause permanent damage. It is absolutely prohibited for any vehicle of any kind of heavy load to be placed, parked, or stored on any lot. Burning of leaves, trash, or other materials within the community is strictly prohibited. Outdoor cooking

stored on any lot. Burning of leaves, trash, or other materials within the community is strictly prohibited. Outdoor cooking of food is permitted within the community providing that equipment is safe and in good working condition and a responsible adult is in attendance.

#### **4. MAINTENANCE OF THE HOME AND HOMESITE**

All homes shall be maintained in good condition and repair. The exterior shall be kept clean, neat and properly painted at all times. Management must approve in writing any change in the exterior color, utility building, or appurtenant structures, including but not limited to additions, utility buildings, porches, fences, and steps and skirting.

- A. Tenant or Mobile Home set up companies are not permitted to move the wheel and axles from the home.
- B. All tenants shall give Management the right to inspect all water faucets, pipes and outlets for leaks. If such leaks are found, they will be fixed immediately by tenant or management at tenant's expense so as not to waste water. All lines from park connections to home shall be buried and must be approved by Management in writing. Park Management reserves the right to shut off the water supply to a home if a water leak exist wherever such action is deemed by management to be in the best interest of the community.
- C. Utility services which include water, electricity, sewer, and other lines are to be properly connected, insulated and protected.
- D. Lawn care is the tenant's responsibility. Management will maintain unsightly lots or unmowed lawns at the Tenant's expense.
- E. Tenants shall remove ice and snow from the driveways, walks and patios.
- F. Trees shall NOT be removed without written consent of Management.
- G. Management shall have the right to enter the lot to repair any utility line that may be on that lot or the adjoining lot.
- H. No digging of holes or trenching will be permitted until permission is granted by management in writing and directed by management.
- I. Skirting must be in good repair. Improper, deteriorated skirting or holes in skirting must be replaced with skirting acceptable to management.
- J. The home must be free from insects, rodents, vermin and pest.

The planting of trees, shrubbery, and flowers tend to beautify the Community. Park Management encourages Residents to improve the appearance of their lots in accordance to the standards previously provided in these set of rules. However, to reduce possible damage to underground utilities and to prevent blocking of mobile homes ingress and egress, planting locations must be cleared with Park Management prior to permanent planting. All trees or shrubbery planted by the Resident shall become the property of Mobile Gardens and must remain on site if/when the Residents vacate the lot. Tenant is responsible to rake and bag any and all leaves. Burning leaves is STRICTLY prohibited.

## 5. CLOTHES LINES

Only removable, retractable, or umbrella type clothes lines may be erected. These must be placed at the rear of the home. No "T" type posts or permanent structures may be used.

## 6. AUTOMOBILES

Only licensed drivers with a valid driver's license are permitted to operate a motor vehicle in the community. Only passenger cars, vans, and trucks (not to exceed  $\frac{3}{4}$  ton capacity) in good repair and appearance shall be kept in the community. Unregistered, untagged, and/or junk cars after proper notice shall be towed away at the resident's expense. All campers, travel trailers, boats, etc., shall be parked in areas designated by management. Prior approval of the management is required to park in these designated areas.

- A. Damage to paved parking areas caused by leaking gas or oil from motor vehicles will be the responsibility of the tenant.
- B. Automobiles must be parked in the space provided. Parking on lawn and common areas of the community is prohibited and vehicles found in areas other than the spaces provided will be towed at owner's/ tenant's expense. Cars in sections where no driveways are available must be parked on the street parallel to the curb at all times, and at no time to obstruct the flow of traffic in any direction.
- C. Parking is absolutely prohibited on another tenant's driveway or lot.
- D. Excessively noisy vehicles will not be permitted in the community, as well as unnecessary blowing of horns.
- E. Washing of vehicles in the community is NOT permitted.
- F. In as much as the community is maintained as a private enterprise, its streets and roads are PRIVATE, not for public pass through. Management may, therefore, at their discretion and in the interest of safety, maintenance, traffic control, as well as the well-being of tenants, restrict certain traffic on the streets.
- G. A limit of two (2) vehicles per lot allowed. If the tenant has more than two vehicles, parking of these vehicles shall be subject to written approval of park management.
- H. Employees' service vehicles being allowed to be driven home by the tenants of our community for the purpose of being able to provide emergency service will be allowed. Such vehicles shall be parked in accordance with the instructions of management.
- I. No Utility vehicles allowed unless approved by management.

## 7. SPEED LIMIT

Reasonable speed limits are essential to the safety of all residents. Unless otherwise posted the maximum speed limit is 15 mph. Speed limits will be strictly enforced. All intersections shall be considered yield corners. Pedestrians have the right of way.

## 8. NOISE

Loud parties, excessive volumes of radios, TV's or musical instruments are not allowed. The hours between 10:00 PM and 8:00 AM will be considered quiet hours. Residents will be required to maintain noise at a reasonable level.

## **9. SIGNS**

- A. No commercial signs of any type are allowed in the Community.
- B. One "For Sale" sign is permitted subject to the conditions listed below:
  - 1. "For Sale" sign is of reasonable size (24x24) and qualities representing bona fide offers to sell home are permitted in the Community.
  - 2. All "For Sale" signs shall be registered with Park Management prior to posting and shall be re-registered every thirty days.
  - 3. Such signs shall be posted on the inside of the window and displayed in such a manner as not to detract from the appearance of the Community.
  - 4. "For Sale" signs shall be removed within 48 hours of the time that the home is no longer for sale.
  - 5. "For Rent", "For Sale" or any other type of signs are not permitted on the lots or any part of the Community grounds.

## **10. FENCES**

- 1. No fences may be erected without the express written permission of Management. Fences will be approved only when they fit the landscaping of the lot, at the sole discretion of Management.
- 2. Fences in excess of three (3) feet high in height, will not be permitted by Management.
- 3. Fences shall be kept neat and in good repair.
- 4. Management may require Tenant to submit a scale drawing, plans, and a list of building material relative to the installation of the fence prior to Management approval.
- 5. The landlord shall first approve, in writing, the construction and material before any construction is started.

## **11. RECREATIONAL FACILITIES**

- 1. Playground equipment is for the use of residents and their guest only and management is NOT responsible for any injuries caused by misuse of the equipment.
- 2. Vehicles are NOT permitted on the playground area.
- 3. Skateboards are NOT to be used in the streets or common area sidewalks. No skateboard ramps shall be allowed.

## **12. ADDITIONS**

The Resident will not, without prior written permission from Park Management, make any alterations, additions, or color changes to the home. All additions to the home, i.e.: patio covers, carports, storage sheds, etc., are required to be commercially manufactured. Plans for all of the aforementioned items shall be submitted to Park Management for written approval and shall include a complete description of the addition prior to the start of construction. Park Management shall review such plans with regard to harmony of exterior architectural design, attractiveness, and location in relation to surrounding structures and topography. Park Management shall respond in writing, to such requests within 14 days of receipt of plans. All work on approved additions must be fully completed within 60 days of commencement. Tenants are advised that they must obtain, at their expense, all local and county permits regulating additions.

## **13. FIRE PROTECTION**

Compliance with the smoke detector regulations of the State and County are required. Fire extinguishers should be available in each home. All homes must be equipped with smoke detectors.

#### **14. FIRE DAMAGE**

If a home is substantially damaged by fire, windstorm, or other causes, the Resident shall repair or remove the damage within a reasonable time or it will be removed at cost to the Resident. If the Resident elects to repair said damaged home, such repairs shall begin as soon as feasible after the damage has occurred. All loose damage and debris shall be removed immediately.

#### **15. HEAT TAPE**

We recommend heat tape to avoid pipes freezing between, October 1 thru April 1. Allowing water to run continuously to prevent water lines from freezing is completely PROHIBITED. Heat tape should be checked periodically to prevent freezing and costly repairs. Residents are liable for any damaged caused by freezing pipes.

#### **16. STREET NUMBERS**

The lot number of each home must be displayed on the home within thirty days of move in or replacement of the home. Said numbers should be visible from the other side of the street and have to be 3 inches tall visible from the road.

#### **17. HEATING/ COOKING TANKS**

Oil heating tanks are required to be at least a 275 gallon capacity and placed upright. Propane tanks are required to be a minimum of 100 pounds. All tanks must be located at the rear of the home and installed in accordance with applicable county codes. All tanks are to be painted white or silver and shielded from public view by a screening fence of material set forth by Mobile Gardens. If applicable, heating tanks must be buried in compliance with all codes and ordinance.

#### **18. MINIMUM HOME STANDARDS**

All homes are to be placed in the Community for the first time, or retained after resale in the Community, must meet the following minimum standards in respect to size, quality, appearance, material specifications, construction, and safety:

1. Quality: Exterior shall be clean, properly painted, free from dents, and/or broken parts and windows.
2. Appearance: New condition and appearance; the appearance of the home must not be offensive. The home must blend in with the other homes of the Community and be otherwise environmentally acceptable. Minimum size for homes is 14 ft. x 44 ft. or 616 sq. feet of permanent year round living space.
3. Material Specifications: Home must have aluminum, vinyl, and/or wood siding.
4. Construction and Safety standards: Home must be safe and sound, and free from all structural defects within Manufacturer's guidelines. Home must be in accordance with the County approved anchor tie-down system.

5. All homes to be placed or retained in the Community must be constructed in accordance with the National Mobile Home and Construction Safety Standards Act which became effective June 15, 1976 and current HUD standards.
6. All homes must be supported by concrete footers as required by local ordinance and park set-up requirements.
7. All tenants are required to anchor their mobile home securely, so that they are secured and stable in winds even of hurricane strength. Tenant is fully responsible for any and all damages to his home caused by winds, and for damage to any other homes or property, caused by his failure to have his home securely anchored.
8. All homes must be parked in a uniform manner and Mobile Gardens will instruct the driver to the proper position for parking.
9. The set-up of the home, and the material to do so, must meet Park Management specifications.
10. No family will be permitted to occupy a home until it has been inspected and approved for occupancy by the local government agency, and if applicable, a representative from Mobile Gardens. All permits should be visible from the home.
11. The bottom of the home should be completely enclosed with vinyl siding as pre-approved by Mobile Gardens within thirty (30) days of arrival in the Community.
12. All homes shall have a removable hitch which must be detached immediately following placement in the Community.
13. All homes must have a water shut-off valve and a back flow preventer/one way check valve installed on their side of the water line tie in.
14. All homes must have an outside water faucet with an interior shut off valve so the water can be drained so as not to freeze.

## **19. EXTENDED ABSENCES**

It is the Resident's responsibility and duty to notify Park Management, in writing, when planning to leave the Community for an extended period of time. An emergency phone number and the name of a person to contact must be left with the park office. A copy of arrangements to have the lawn serviced during the absence must also be provided to the park office.

## **20. CHARGES FOR SERVICES RENDERED**

In the event that a resident fails to maintain Community standards, the work will be completed by Park Management. The Resident will be charged all appropriate fees.

## **21. UNDERGROUND DAMAGE**

Without prior written permission from Park Management, no rod, stake, pipe or other objects shall be driven into the ground. Digging in the Community is prohibited due to potential damage to underground pipes, wires, and conduits throughout the Community. Residents will be liable for all fees associated with damage done, and a violation will be issued.

## **22. PROPER STORAGE**

Lawn furniture, bicycles, toys, barbecues, and other outdoor articles (when not in use) detract from the appearance of the Community and therefore must be properly stored. Storage sheds must be properly anchored, closed and locked when not in use. This is the responsibility of the resident. Any damage caused to or by storage sheds will be the sole responsibility of the resident. Storage sheds may not exceed 10x10 feet, must be painted or stained and their height may not exceed that of the home on the same lot. In no case may particle board, chip board, tar paper or plastic be used for exterior finish or cover to any home or accessory structure. Metal sheds are not acceptable. Texture III is acceptable, as in vinyl siding.

## **23. SWIMMING POOLS AND OUTDOOR ACTIVITIES**

- A. Swimming pools, trampolines and jungle gyms are not permitted unless portable units are authorized by management. Kiddie pools must not be more than 24 inches tall if authorized by management.
- B. Basketball goals will be allowed in the area between the rear boundary of Tenant's lot and the rear most exterior wall of Tenant's home. Basketball hoops are not allowed in streets or in front of the home.

## **24. FIREWOOD**

Any firewood that is stored on site must comply with the local County Codes. It must be elevated off of the ground, kept in a neat and orderly pile, and limited to 4x4x4 feet in size. The firewood must be located at the back of the property.

## **25. SEWER AND SEPTIC SYSTEM**

It shall be the Resident's responsibility to keep his/her sewer lined flushed with water and open. If a sewer line becomes clogged due to a foreign matter, and not by an obstruction in the main sewer line, Resident will be responsible for the charge of cleaning out their own line. Cat litter, sanitary supplies, paper towels, disposable diapers, grease, etc. must be discarded in plastic bags and may not be flushed down the toilet. Any clogging of sewage line due to these items will be charged to the Resident. Each tenant is solely liable and responsible for keeping his own water and sewer connects from freezing and arrange and pay for any repairs related to tenant's failure to maintain water and sewer connections.

Single or multi-use lot sanitary stems are to be used by the approved occupants only. Any maintenance required by Park Management of said system will be chargeable to the Residents as a separate maintenance charge or fee, and the amount shall be equal to the amount charged by a licensed plumber or other duly licensed operator to correct and/ or maintain the system. Any unsightly or unhealthy condition to a sanitary sewer system on any lot, due to Resident's negligence, will be cause for cancellation of the lease and immediate removal of Resident from the lot.

## **26. TRASH GUIDELINES**

- A. Trash must be kept in plastic bags in a closed watertight metal or plastic container located on the lot and hidden from the street. Please see the Park Manager for trash collection information. Moth balls will keep unwanted animals from tearing things apart if you wish to use them.

- B.** It is the resident's responsibility to arrange for removing old furniture, boxes or large items which are too large to be collected by the local trash or Garbage Company. Dumping is not allowed within the community or any adjoining property.

## **27. INSURANCE**

Each Resident is required to carry COMPREHENSIVE INSURANCE on said homes and automobiles. This coverage is to include: liability, fire and causality, loss of contents, and medical liability. Resident must carry insurance on said home within ten (10) days of purchase. Resident acknowledges that they are fully and solely responsible for any and all claims for injuries, damages, losses, occurring in his home or on the lot leased by the resident.

## **28. PETS**

Outside pets are strictly prohibited. Current pet owners, who have prior written approval currently filed in the park office records, will be allowed to keep said pets until they are no longer in the Resident's possession. However, the following rules must be strictly adhered to in this Community:

- A.** Only house pets shall be permitted in the Community. House pets are defined as those that remain in the house at all times except when being walked/exercised on a leash.
- B.** A picture of the pre-approved pet must be submitted at the time of renewal of contract and shall be kept in the Resident's permanent file.
- C.** Resident must show proof that the pre-approved pet has appropriate license and/or rabies shots as required by State, county, and local ordinances.
- D.** Any pet not registered with Mobile Gardens shall not be permitted in the community.
- E.** All pre-approved pets must be accompanied by their owner and kept on a leash when outside. Pet owners are responsible for removing any animal waste when pet is walked through the community. At no time should said pet be permitted to run loose in the community.
- F.** All pre-approved pets must not exceed 25 lbs. in weight.
- G.** House pets only will be allowed. Management approval is required for all pets in the community, and the manager at his/her sole discretion may revoke approval at any time upon ten (10) days' notice.
- H.** Cats are not allowed to run free at any time. Cats must be neutered or spayed with written proof from a veterinarian.
- I.** Birds, which are of the nature of house pets, are allowed; however, no birds, fowls, or animal of any kind are to be bred or raised in the home for business purposes. No resident may keep or harbor any of the following breeds (or mixes) of dogs: German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Pit- Bulls & Staffordshire Terriers, Wolf-hybrid, Rottweilers, Dobermans, Dingoes, or Siberian Huskies.
- J.** Snakes or any type of reptile that is considered dangerous or poisonous are strictly prohibited. Pot belly pigs are prohibited.



- K. Violations of any provisions will result in a ten (10) day letter being issued requiring the remedy/ correction of the deficiency. Failure to correct or remedy the situation within the ten (10) days may result in the termination or non-renewal of the Rental Agreement.

## 29. ENFORCEMENT

- A. Enforcement of the guidelines is a major part of the Park Manager's duties and obligations to all residents. Ignorance of the guidelines is not acceptable as an excuse of violation. Each resident is entitled to three (3) warnings within six (6) months from the Park Manager for an infraction of any of these guidelines. First warning may either be a telephone call and/or a form letter to the resident to the resident indicating which guideline has been violated. The **third and usually final warning** shall be in writing. If the infraction is not corrected or if the violation is repeated, the resident's lease will be terminated for cause. Management is the sole judge of the existence of such action. If at any time, you do not understand or find it difficult to read or understand these guidelines, management shall interpret or read these guidelines to you.
- B. Any complaints regarding park condition, infrastructure, health, safety, or a complaint that one resident has with another must be given at the office in writing and signed in order to be addressed by management. **All complaints are held in confidence!** Emergencies are at all times to be reported to the site office and park emergency number immediately. Residents are to call 911 for a fire or medical emergencies. Park staff cannot respond to medical emergencies. It is imperative that all residents have their current phone numbers on file with the Home Office and the Management Office.
- C. Parents are held responsible for the behavior of minor children and will receive notification of misbehavior. Repeated failure to control children will result in termination of occupancy.
- D. Adult residents **will** be responsible for all visitors to their home site regardless of age, sex or time of visits.
- E. Management reserves the right to have access onto all lots at reasonable times for the purpose of inspecting, maintaining and making repairs.
- F. Should any of these guidelines or provisions of these guidelines be invalid under an ordinance of the Town, State or Federal Law, that part which is invalid shall have no effect on the entire guidelines. All other guidelines shall be enforced accordingly.
- G. No firearms, BB Guns, rifles, air guns or any guns or any type of fireworks may be discharged within the community.
- H. Immoral conduct, public intoxication, illegal activity, or the use of loud profane language may be grounds for eviction pursuant to the Rental Agreement. This applies to Tenant's visitors and guests.

- I. Additionally, any such behavior will be promptly reported to the police.
- J. These guidelines are only a small part of the lifestyle in our Communities. They set the tone for mutual respect and understanding of others, which makes our communities a good place to live. Our facilities, location and professional management provide a sound basis for happy living. We want you to enjoy living here!

### **30. MOVE OUT STANDARDS**

Security Deposits shall be returned in full to the tenant provided that the tenant has paid all rent due in full for the term of the rental agreement, has caused no actual damages to the leased premises, and has left the lot clean and free of debris. If management has not returned the security deposit to the tenant within 21 days of the termination or expiration of the rental agreement, management shall provide the tenant with an itemized list of damages to the premises. The tenant's acceptance of the payment shall constitute agreement of damages as specified by management. It is the tenant's responsibility to leave a forwarding address with park management in the event he vacates.

- A. In all events, the tenant agrees that the home will not be sold, removed, or put into possession of any part until all rent, charges, and taxes are paid, or proper arrangements have been made to secure payment and all defaults by tenants have been fully cured, to the satisfaction of management.
- B. Tenant must notify management thirty (30) days in advance in writing of his intention to vacate the lot pursuant to the Rental Agreement.
- C. Arrangements must be made with management prior to the removal of any home from the lot.
- D. If a home is sold, it must be moved from the lot unless the new owners meet the approval of management pursuant to the rental agreement.

### **31. AMENDMENT**

Amendments to the rules, as set forth, may be done at any time by Mobile Gardens MHP LLC and published by the park manager. Copies of such amendments shall become effective as follows:

- A. The date specified in the amendment
- B. Sixty days after Mobile Gardens MHP LLC, or its representative, gives each resident a written copy of the amendment.

Community rules

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**DATED: March 31, 2015**  
**EFFECTIVE: May 1, 2015**

**FEE SCHEDULE**

These fees do not include initial set-up of home, which is Tenant's responsibility:

\$ 25.00 Lawn mowing and/or trim (per hour)

\$ 30.00 Application processing fee

\$ 30.00 Returned Check fee

\$ 25.00 Removal of trash (junk, furniture, etc.) per hour, plus fees charged by DE Solid Waste

\$ 25.00 Late charge for past due rent

In the event of non-payment of rent, tenant (s) shall be responsible for all related to service of rental demands, notice of quit, sheriff fees, court fees, attorney fees, and postage costs.

I (WE) have read and understand the Community Rules and agree to comply with these standards. I (WE) also understand that to disregard these standards is cause for eviction.

By: \_\_\_\_\_  
Agent or Representative

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date