

**FISHHOOK MOBILE HOME PARK**

**RENTAL AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BRIGGS FAMILY ENTERPRISES, INC. ("Landlord or Community Owner"), and \_\_\_\_\_ ("Tenant, Resident or Home Owner"), an individual, and \_\_\_\_\_, an individual ("Tenant, Resident or Home Owner"). For and in consideration of the premises and the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

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

IDENTIFICATION AND LOCATION OF RENTED LOT WITHIN THE COMMUNITY:

\_\_\_\_\_ (RENTAL UNIT)

TERM OF THE RENTAL AGREEMENT (Check One):

\_\_\_\_\_ MONTHLY                      \_\_\_\_\_ ANNUAL                      \_\_\_\_\_ OTHER

TERMS OF PAYMENT (Check one):

XX MONTHLY    \_\_\_\_\_ QUARTERLY    \_\_\_\_\_ SEMIANNUAL    \_\_\_\_\_ ANNUALLY

FIRST DAY OF TERM: \_\_\_\_\_ LAST DAY OF TERM: \_\_\_\_\_

ANNUAL RENT: \_\_\_\_\_

MONTHLY RENT: \_\_\_\_\_

SECURITY DEPOSIT: \_\_\_\_\_

LOCATION OF BANK WHERE SECURITY DEPOSIT HELD: \_\_\_\_\_

MAXIMUM NUMBER OF OCCUPANTS: (4) SEE ATTACHED LISTING ON APPLICATION WHICH IS INCORPORATED HEREIN AS IF FULLY SET FORTH. IF TENANT ALLOWS ADDITIONAL PERSONS TO LIVE IN HOME IT WILL BE A VIOLATION OF THIS LEASE UNLESS LANDLORD GIVES WRITTEN APPROVAL.

Any reference in this rental agreement to sections of the Code is to the Manufactured Home Owners and Community Owners Act, 25 Del. C., § 7001 et. seq.\* as amended. That is the law that governs the relationship between the landlord and the tenant regarding this rental agreement and which is attached hereto as **Exhibit F**. Tenant may only legally occupy the premises on or after the execution of the written rental agreement.

**\*NOTE – References to “§7001”, for example refers to a section in the Delaware law referred to above.**

**2. DESCRIPTION AND USE OF RENTAL UNIT.**

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

**3. RENTAL APPLICATION.**

Tenant has delivered a rental application to the Landlord. (In the case of existing tenants, Landlord will rely on the Application you prepared at the beginning of your residence in the park). Tenant represents that all information contained therein is true and correct to the best of the Tenant’s knowledge, information and belief. The rental application and any information contained therein is incorporated into this Agreement as if fully set forth herein. Providing incorrect or inaccurate information on the application is considered to be a breach of this Agreement and shall be grounds for termination of this Rental Agreement. **See §7016(a)(3).**

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

4. **LANDLORD AND TENANT OBLIGATIONS.**

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

1. Maintain and re-grade the lot area where necessary and in good faith to prevent the accumulation of stagnant water thereon and to prevent the detrimental effects of moving water if such efforts do not cause the creation of any new accumulations of standing water or detrimental effects of moving water on another lot area. Areas defined by local, state, or federal regulations as wetlands, flood plains, tidal areas, water recharge areas, or recorded drainage systems are exempt from this paragraph;
2. Maintain the manufactured home community in such a manner as will protect the health and safety of residents, visitors, and guests;
3. Identify each lot area in the community in such a way that each tenant can readily identify Tenant's area of responsibility;
4. Make a good faith effort to exterminate insects, rodents, vermin, or other pests which are dangerous to the health of the residents when an infestation exists in the common areas of the community;
5. Maintain all water, electrical, plumbing, gas, sewer, septic, and other utilities and services provided by the landlord in good working order, repairing these utilities and services within the earlier of 48 hours after written notification of a utility or services problem, or as soon thereafter as is practicable if a repair within 48 hours is not practicable;
6. When applicable, specify whether septic systems are to be maintained by the landlord or by the tenant;
7. Respect the privacy of residents and agree not to enter into, under or on the manufactured home without the permission of the tenant or an adult resident unless emergency circumstances exist and entry is required to prevent injury to person or damage to property. However, the landlord may, with 72 hours' written notice, inspect any utility connections owned by the landlord or for which the community in good condition;
8. Maintain all roads within the community in good condition;
9. Comply with all federal, State, and local building codes;
10. Allow the tenant freedom of choice in the purchase of goods and services other than utilities and related services provided however:

- (1) The landlord is not required to allow service vehicles to have access to the manufactured home community in such numbers or with such frequency that a danger is created or that damage beyond ordinary wear and tear is likely to occur to the infrastructure of the community;
- (2) The landlord may restrict trash collection to a single provider and;
- (3) The landlord may select shared utilities.

11. 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)(d).**

12. 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 or trunk larger than 6 inches in diameter. Such maintenance, care, and removal means those steps required to maintain a live and healthy tree condition per standard horticultural practices in accordance with the standards as set forth by the American Association of Nurserymen.

- (1) Nothing contained in this section requires Landlord to remove leaves, needles, pine cones, sap, pods, seed containers, or any other material normally produced by the tree as part of its life cycle.
- (2) Landlord must respect the privacy of Tenant and not enter the Rented Lot to maintain, care for, or remove trees without the permission of Tenant or an adult resident unless emergency circumstances exist and entry is required to prevent injury to person or damage to property.

- (b) **TENANT OBLIGATIONS:** The Tenant(s) is required to:
1. Keep the exterior of the manufactured home and the rented lot in a clean and sanitary condition and in a condition consistent with the Rules and Regulations which are attached to this Rental Agreement as **Exhibit "G"** and form a material part thereof;
  2. Refrain from storing outside on the lot occupied by the tenant's manufactured home, building materials, furniture, or similar items usually not stored outside a home by a property owner in a residential area, and otherwise comply with the Rules and Regulations which are attached to this Rental Agreement as **Exhibit "G"** and form a material part thereof;
  3. Dispose of all rubbish, garbage, and other waste materials in a clean and sanitary manner and comply with the Rules and Regulations which are attached to this Rental Agreement as **Exhibit "G"** and form a material part thereof;
  4. Abide by all reasonable written rules and regulations concerning the use, occupation, and maintenance of the premises, and amendments thereto, as provided for in **§7018** of the Code. The community Rules and Regulations are attached hereto as **Exhibit "G"**.
  5. Abide by all reasonable written manufactured home standards, and amendments thereto as provided for in **§7007** of the Code and as are attached hereto as **Exhibit "I"**.
  6. Septic systems are to be maintained by XX Tenant      Landlord  
See **§7008(a)(13)**.

**5. TERM OF RENTAL AGREEMENT.**

This Agreement shall be for (Check only one):

     MONTHLY                           SIX MONTHS                      XX ANNUAL  
     Other, \_\_\_\_\_, as agreed by the parties.

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

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

- (1) The tenant notifies the landlord in writing, a minimum of 90 days prior to the expiration date of the Rental Agreement, that the tenant does not intend to renew it, or a shorter period of time as is mutually agreed upon by the parties. Your landlord requires a 90 day notice or;
- (2) The landlord notifies the tenant in writing, a minimum of 90 days prior to the expiration of the Rental Agreement that the agreement will not be renewed for due cause as defined in **§7016 or 7024**.

**(a) PREMATURE TERMINATION.** A tenant may under certain circumstances terminate this Rental Agreement early. Those reasons are fully detailed in 7021 of the Manufactured Home Owners and Community Owners Act, **25 Del. C., §7001, et. seq.** as attached hereto as **Exhibit ""F"**. That section of the Act has very specific provisions concerning the notice the tenant must give to the landlord before being able to avail themselves of early termination rights.

**(b) RENEWAL OF AGREEMENT WITH AMENDMENTS OR MODIFICATIONS:** **§7009(c)** of the Act provides that a rental agreement may be renewed subject to modifications that are not prohibited by law, with the mutual agreement of all parties to the rental agreement. If the Landlord intends to renew this Rental Agreement subject to amendments or modified provisions then the landlord shall give the tenant a minimum of ninety (90) days written notice prior to the expiration of the term of this agreement, that the agreement shall be renewed subject to amended provisions or modified provisions. The notice shall specify the modified or amended provisions, and the date on which any modifications or amendments shall take effect. The tenant will be asked to indicate agreement with the modifications by signing a new Rental Agreement, a renewal form, or an addendum containing the mutually agreed upon modifications.

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

**(a) RENTAL PAYMENT DUE:** except as otherwise provided in Paragraph 1, Tenants shall pay the rent for the entire term of this Agreement in equal monthly installments which is due on the first day of each month as set forth in this Agreement, in advance, without demand or set off at the office of the Landlord or at such other place as the Landlord may hereafter designate. The first month's rent shall be appointed so as to fall on the first day of each month, and henceforth the rent shall be due on that date each month.

**(b) LATE FEE:** If the rent is not paid within five days after the 1<sup>st</sup> day of each month then a LATE FEE of the greater of twenty five dollars (\$25.00) or five (5)% of the monthly rental amount shall be due and owing. See

**§7020(f) and 7008(b)(6).** This late fee must be paid with the rent and shall be considered as additional rent for the purposes of this Rental Agreement. **See §7016(b)(3).**

**(c) PASS THROUGH UTILITY CHARGE:** In addition a late fee will be charged if a Landlord is required to pay a tenant's utility charge to a third party due to the tenant's failure to do so. In addition to any late charge that the Landlord is required to pay to the third party, the landlord will charge Tenant a third party payment fee not to exceed the greater of \$25.00 or 5% of the total payment made to the third party. **See §7020(e).**

**(d) FEES:** In addition to said rent, Tenant shall pay the Fees set forth in the Fee Schedule, a copy of which is attached hereto as **Exhibit "A"**, and is incorporated herein as if fully set forth in the body of the rental agreement. The fee schedule lists the fee or charge in a manner that identifies the service to be provided for the fee. A fee or charge may be considered as rent for the purposes of termination of a rental agreement, summary possession proceedings or for other purposes set forth in the Act **See §7020(a).** Generally fees may not be increased more than once during any twelve (12) month period. Charges to a tenant for utilities provided by the landlord to the tenant may be adjusted monthly without notice. **See §7020(j).**

**(e) UTILITY CHARGE:** Under this agreement the landlord may charge for utilities provided to the tenant by the Landlord. Those charges are listed on the FEE SCHEDULE, which is attached hereto as **Exhibit "A"**. Utilities charges means a charge by a Landlord or others to a tenant for a commodity such as water, sewer, electricity, fuel, propane, cable television or trash.

## **7. SERVICES.**

**(a) A SERVICES RIDER:** Which contains a description of each utility, facility, and service provided by the Landlord and available to the Tenant and which clearly indicates the financial responsibility of the tenant and the landlord for installation and maintenance and for the related fees or charges that may be imposed upon the tenant by the landlord is attached hereto as **Exhibit "B"**. **Exhibit "B"**, is incorporated herein as if fully set forth in the body of this Rental Agreement. The parties to this Rental Agreement agree to be bound by the indication of financial responsibility as they are listed on the Services Rider. **See §7008(a)(9).**

**(b) OPTIONAL USER FEE:** You will be responsible for the payment of any optional user FEE as set forth in the attached SERVICES RIDER. **Exhibit "B"**. Continued use of a facility or service without paying the optional user fee may result in the termination of this Rental Agreement pursuant to **§7016 and 7024(g).**

## **8. SECURITY DEPOSIT.**

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

**(b)** The security deposit will be placed by the Landlord in an escrow bank account consistent with the requirements of **§7017(b)(1).**

**(c)** The security deposit may only be used by the Landlord for any purpose authorized by the Act in **§7017(c).**

**(d)** The security deposit may be increased commensurate with an increase in rent. Any increase in the security deposit shall be done in a manner consistent with **§7017(i).**

**(e)** Tenant is required by the Act to provide the landlord with a forwarding address in writing. **See §7017(g).** The failure to give a forwarding address in writing may affect your rights to your security deposit.

## **9. USE OF PREMISES.**

**(a)** Tenants agree that during the term of this rental agreement that the rented lot will be used and occupied as a single-family residence for the placement of a manufactured home and not for any other purposes. Except as permitted by the written consent of Landlord, no persons other than those listed on the application as occupants or defined as Tenants pursuant to this agreement shall be permitted to occupy the Premises.

**(b) RULES AND REGULATIONS:** Tenant agrees to be bound by the written Rules and Regulations that are attached hereto as **Exhibit "G"** and incorporated herein as if fully set forth in the body of this rental agreement. The Rules and Regulations have been promulgated pursuant to **§7018** of the Act. The Rules and Regulations may be amended from time to time consistent with the requirements of **§7018(c).** The landlord may not arbitrarily or capriciously enforce a rule. **See §7018(b).**

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

(a) This Paragraph 10 governs the sale, conveyance, or transfer of title of a manufactured home which the buyer or transferee intends to retain in the manufactured home community. This Paragraph 10 further extends to Landlord the right to purchase any manufactured home in the community for 1% higher than the contract price at which the tenant has agreed to sell the home to a third party.

(b) (1) This Lease Agreement is only transferable from an individual tenant, or heir, who owns the manufactured home on the lot under this Lease Agreement to a transferee to whom Tenant intends to sell or transfer title to the home, if all of the following apply:

a. The home qualifies for retention in the manufactured home community according to written standards promulgated under § 7007 of the Act. The Community's written manufactured home standards are attached hereto as **Exhibit "I"** and are incorporated herein as if fully set forth in the body of this Lease Agreement. Landlord may conduct an exterior inspection of the home to determine if it qualifies for retention consistent with the written standards.

b. After a review of the proposed rental agreement transferee's written application, Landlord accepts the proposed rental agreement transferee as a tenant.

(2) Acceptance or rejection of a proposed rental agreement transferee under this Paragraph 10 must be on the same basis by which Landlord accepts or rejects any prospective tenant.

(3) Landlord must give the rejected proposed rental agreement transferee a written statement that explains the specific eligibility requirement not satisfied and the grounds for the rejection.

(4) Within 15 days of the receipt of a completed application package, including the applicable fee, under subsection (c) of this Paragraph 10, Landlord must provide written notice, to Tenant and the proposed rental agreement transferee, that states whether the proposed rental agreement transferee is accepted or rejected. If the application is rejected, the notice must comply with paragraph (b)(3) of this Paragraph 10.

(c) If Tenant plans to sell, convey, or transfer title to the home to a buyer or transferee who intends to retain the home in the manufactured home community, Tenant must notify Landlord in writing 3 weeks prior to the scheduled sale, conveyance, or transfer of title of the manufactured home and the transfer of the lot rental agreement, giving the name and address of the prospective buyer or transferee, along with a written statement or a proposed bill of sale clearly indicating the agreed sale price and terms. Failure on the part of Tenant to so notify Landlord is grounds for termination by Landlord of this Lease Agreement.

(1) Landlord has the right to purchase the home at a price of 1% higher than the contract price and under the same terms at which Tenant has agreed to sell the home to a third party.

(2) If Landlord wishes to purchase the home at 1% higher than the contract price and under the same terms at which Tenant has agreed to sell the home to a third party, Tenant must sell the home to Landlord.

(3) Upon receipt of the name and address of the prospective buyer or transferee and the agreed sale price and terms, Landlord shall notify Tenant in writing within 5 business days that Landlord is exercising the right to purchase the home. If Landlord does not notify Tenant in writing under § 7015 of the Act within 5 business days that Landlord is exercising the right to purchase the home, the right of Landlord to purchase the home expires.

(4) Landlord's notice must be sent to Tenant under § 7015 of the Act. The notice must clearly state that the price and terms are acceptable, and must set a settlement date within 14 days.

(5) The right of Landlord to purchase Tenant's home does not extend to the following circumstances:

a. A bank, mortgage company, or any other mortgagee has foreclosed on the home.

b. The sale, transfer, or conveyance of the home is to a family member of the homeowner or to a trust, the beneficiaries of which are family members of the homeowner on the modified Table of Consanguinity; or the

sale, transfer, or conveyance is to a family member of the homeowner on the modified Table of Consanguinity, under § 7014 of the Act, who is included within the line of intestate succession if the homeowner dies intestate.

c. The sale, transfer, or conveyance of the home is between joint tenants or tenants-in-common.

d. The transfer or conveyance is by gift, devise, or operation of law.

(d) If Landlord accepts a proposed rental agreement transferee, the transfer of an existing rental agreement must be completed using 1 of the following 2 methods at the exclusive discretion of Tenant, or heir, under the lot rental agreement for the manufactured home, and the proposed rental agreement transferee and Landlord are bound by that selection:

(1) Tenant proposing to transfer the existing lot rental agreement agrees to an assignment of the lot rental agreement to an approved rental agreement transferee, with all of the existing obligations and benefits, including the rental amount under the existing rental agreement, for the remaining term of the agreement.

a. If the method under paragraph (d)(1) of this Paragraph 10 is selected, the existing rental agreement between Tenant and Landlord is simultaneously assigned by Tenant and assumed by the approved rental agreement transferee and the approved rental agreement transferee becomes the new tenant.

b. Upon the sale, assignment, and assumption, Landlord must amend the existing lot rental agreement and list the approved rental agreement transferee as the new tenant.

(2) Tenant who is selling the manufactured home chooses to terminate the existing lot rental agreement. The buyer must then negotiate the terms of and enter into a new rental agreement for a full term at a rental amount set by Landlord. If this method is selected, the existing rental agreement is terminated upon the execution of the new rental agreement.

(e) In addition, a buyer or transferee who becomes a tenant in a manufactured home community has 3 years from the date of the resale or transfer to complete changes to the buyer or transferee's manufactured home required under the written standards of the manufactured home community. However, if the changes are necessary to protect life or for other safety reasons, Landlord may require that changes be made in less than 3 years. Further, if Tenant does not make necessary changes to meet the standards prior to sale, the buyer or transferee shall deposit 120% of the estimated cost of the changes necessary to meet the standards into an account jointly controlled by Landlord and the buyer or transferee. Once work begins on the manufactured home, the necessary changes must be completed within a reasonable time.

(f) A buyer or transferee who does not complete required changes under subsection (e) of this Paragraph is subject to a summary possession proceeding.

#### **11. MANUFACTURED HOME STANDARDS.**

(A) The placement of a new home, the retention of existing homes, and the ability of homes to remain on the rented lot that are being transferred are all governed by written MANUFACTURED HOME STANDARDS as attached hereto as **Exhibit "I"**. **Exhibit "I"** is incorporated herein as if fully set forth in the body of this rental agreement. There are three types of written standards contained within the written standards. Those that apply to:

(1) Standards for manufactured home of prospective new tenant; **See §7007(a)**;

(2) Standards for manufactured home not for sale, **See §7007(b)**; and

(3) Standards for manufactured homes for resale or transfer of title and retention in the manufactured home community, **See §7007(c)**.

(B) Landlord may establish or amend standards **set forth in Exhibit "I"** pursuant to procedures set forth in **§7007(e)**.

#### **12. NO LIABILITY FOR LOSS OR DAMAGE TO TENANTS' PERSONS OR PROPERTY**

(a) Tenants agree to be solely responsible for all loss or damage to their property or to the property of any other person who may be living or visiting in the Rental Unit during the term of this Agreement or any renewal or extension thereof, including any loss by water, fire, or theft in and about the Rental Unit and storage area, except for the gross negligence of Landlord, its servants, agents or employees.

(b) Tenant is strongly encouraged to procure and to maintain adequate contents and liability insurance to afford protection against the destruction of the home or contents against the risks herein assumed.

**13. SUBORDINATION.**

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

**14. NO WAIVER BY LANDLORD.**

Neither the failure of the Landlord to insist upon the strict and prompt performance of all the terms and conditions of the Agreement or any of them, nor the acceptance by the Landlord of such performance thereafter shall be considered or construed as a waiver or relinquishment of Landlord's rights and Landlord may enforce the same in strict accordance with the Agreement and all of its Exhibits, in the event of any continuing or subsequent default on the part of the Tenants. **See §7018(b).**

**15. SURRENDER OF THE RENTED LOT.**

Upon expiration or termination of this Agreement, Tenants shall surrender the Rental Lot to Landlord in good condition and repair. If the Tenants, upon vacating the rented lot, fail to remove all personal property from the Rental Unit then Landlord shall have the right to remove and store the same at the Tenants' expense. At the end of seven (7) days if Tenants have failed to claim the personal property and to reimburse the Landlord for the expense of removal and storage, then the personal property may be disposed of by the Landlord without further notice or obligation to the Tenants. For the purposes of this Paragraph 15, the term "personal property" shall not refer to Tenant's manufactured home.

**16. RENTAL AGREEMENT SUMMARY.**

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

**17. TERMINATION OF RENTAL AGREEMENT BY TENANT.**

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

**18. RIGHT OF LANDLORD TO ENTER THE HOME.**

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

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

**19. CLEANLINESS.**

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

**20. NOTICES.**

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

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

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

- (3) 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.

(4) In lieu of personal service a copy of such notice may be sent by registered or certified mail with return receipt requested, by first-class mail with proof of mailing postage-prepaid, addressed to the Landlord at the address set forth on the first page. **See §7015.**

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

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

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

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

**(b) Conduct based violations**

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

**(c) Condition based violations**

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

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

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

**(e) Repeated instances of noncompliance**

Repeated instances of noncompliance by the tenant, even when corrected by the tenant may result in termination or non-renewal of the rental agreement pursuant to the procedures set forth in **Exhibit "D"**, which is attached hereto and is incorporated herein by said reference. **See §7016(c)(1-5).**

**(f) Notice required**

A landlord's right to terminate or to non-renew does not arise until the landlord has complied with the applicable notice provision upon which the landlord is relying for the termination or non-renewal. **See §7016(g).**

**22. HOLDOVER TENANCY.**

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

**23. DELAWARE CONTRACT.**

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

**24. TERMS AND CONDITIONS.**

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

**25. PARTIES BOUND.**

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



**26. RECORDING.**

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

**27. DELAWARE MANUFACTURED HOME RELOCATION TRUST FUND.**

As part of your rental agreement, and the provisions of the Act, you are required to make monthly payments to the landlord in the initial amount of \$2.50 per month for the Delaware Manufactured Home Relocation Trust Fund. A copy of **25 Del. C., §7042** is attached hereto as **Exhibit "E"**. **Exhibit "E"** is incorporated herein as if it were fully set forth within the body of this agreement. This amount may be amended from time to time by the Board of Directors of the Delaware Manufactured Home Relocation Authority. **See §7042(f)(1). 25 Del. C., §7042(f)(1) & (2)** sets the initial monthly fee at \$4.50, with \$2.00 to be paid by Landlord and \$2.50 to be paid by Tenant. Under this section the failure to pay to Landlord Tenant's portion of the assessment as additional rent is grounds for termination of the rental agreement pursuant to **§7016**.

**28. SEVERABILITY CLAUSE.**

If any section or provision of this agreement is found to be unenforceable, invalid or illegal it shall have no effect on the remainder of the agreement and all remaining provisions shall remain enforceable.

**29. TENANT RESPONSIBLE FOR DAMAGES.**

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

**30. MISCELLANEOUS.**

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

**31. NO ORAL REPRESENTATIONS.**

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

**32. DEATH OF TENANT.**

In the event of the death of the tenant, the Landlord has the option to terminate the Rental Agreement or to extend a new Rental Agreement to the Estate of the deceased Tenant subject to the same requirements of a normal application for approval of a Rental Agreement. Any monies owed by said Tenant to Landlord pursuant to this Rental Agreement shall remain a claim against Tenant's estate.

**33. LANDLORD / TENANT RELATIONSHIP.**

Subchapter II of the Manufactured Home Owners and Community Owners Act, 25 Del. C., § 7006 et. seq. is the law governing relationships between Landlord and Tenant regarding the Rental Lot.

**34. THE RECEIPT OF A COPY OF DOCUMENTS ACKNOWLEDGED.**

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

Initials   Name of Document

- \_\_\_\_\_ 1. **FEE SCHEDULE**, a copy of which is attached hereto as Exhibit "A" & A-1;
- \_\_\_\_\_ 2. **SERVICES RIDER**, a copy of which is attached hereto as Exhibit "B";
- \_\_\_\_\_ 3. **RENTAL AGREEMENT SUMMARY**, a copy of which is attached hereto as Exhibit "C";
- \_\_\_\_\_ 4. **FOUNDATIONS FOR TERMINATION**, a copy of which is attached hereto as Exhibit "D";
- \_\_\_\_\_ 5. **DELIVERY OF NOTICE**, a copy of which is attached hereto as Exhibit "E";
- \_\_\_\_\_ 6. **MANUFACTURED HOME OWNERS AND COMMUNITY OWNERS ACT OF 2003**, a copy of which is attached hereto as Exhibit "F";
- \_\_\_\_\_ 7. **RULES AND REGULATIONS**, a copy of which is attached hereto as Exhibit "G";
- \_\_\_\_\_ 8. **RENTAL AGREEMENT TRANSFER FORM**, a copy of which is attached hereto as Exhibit "H";
- \_\_\_\_\_ 9. **MANUFACTURED HOME STANDARDS**, a copy of which is attached hereto as Exhibit "I";
- \_\_\_\_\_ 10. **WAIVER OF RIGHT TO EXISTING RENTAL AGREEMENT**, a copy of which is attached hereto as Exhibit "J".
- \_\_\_\_\_ 11. **ITEMS TENANTS ARE RESPONSIBLE FOR WHEN MOVING A MOBILE HOME TO THE PARK**, a copy of which is attached hereto as Exhibit "K".
- \_\_\_\_\_ 12. **SUMMARY OF MANUFACTURED HOME COMMUNITIES ACT**, a copy of which is attached hereto as Exhibit "L".

**35. SPECIAL TERMS.**

The parties agree that the following special terms are made a part of the material terms and conditions of this Lease:

- a. No more than 5 persons (combination of adults and children) living in the home.
- b. Shrubbery to be installed to the landlord's satisfaction.
- c. Except in cases where a dog is a certified and trained support animal for a person with a disability who is a resident of the Rental Lot, no dogs allowed.
- d. Grass to be mowed every 6 – 10 days as needed.
- e. Home for residential use only.
- f. **As additional rent, Tenant shall pay to Landlord, upon demand, all real estate taxes incurred by Landlord for the Rental Lot and Tenant shall also pay all taxes associated with the ownership of Tenant's manufactured home.**

**36. MISCELLANEOUS.**

Attached as **Exhibit "K"** is a list of all of the items the tenants are responsible for doing before and after a mobile home has been moved into the park.

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

**WITNESS:**

**LANDLORD:**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date Signed by Landlord \_\_\_\_\_

Date Signed by Tenant(s) \_\_\_\_\_

**WITNESS:**

**TENANT(S):**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

**EXHIBIT A**  
**FEE SCHEDULE (included in RENT)**

|  |                |
|--|----------------|
| Manufactured Housing Fee                           | \$ 2.00        |
| Manufactured Attorneys fund                        | \$ .50         |
| Trash Pick up Fee                                  | \$10.60        |
| Septic included In Lot Rent average cost 2016-2019 | \$20.21        |
| Water included In Lot Rent average cost 2016-2019  | \$33.41        |
| <b>TOTAL MONTHLY FEES:</b>                         | <b>\$76.72</b> |

**EXHIBIT A-1**

| <u>Section</u>                            | <u>Charge</u>  | <u>Duration</u>          |
|---|--|--------------------------|
| 1. Home/Lot: *non constructional          | \$20.00  | per documented Violation |
| 2. Home/Lot: Guest-visitor extended visit | Third of Rent  | Monthly                  |
| 3. Home/Lot: **Construction unauthorized  | \$25.00  | per documented violation |
| 4. Animals per dog                        | \$25.00  | per month                |
| 5. Animals unlicensed no shots            | \$25.00  | per documented violation |
| 6. ***Traffic/Parking                     | \$20.00  | per documented violation |
| 7. Damaged underground Utilities          | the cost repair any loss of service caused/fault by the tenant |                          |

\*Failure to maintain grass height, Shrub trimming, weed the flower beds, rake leaves, trash pile in yard, Power wash the home and shed as needed

\*\* Unauthorized construction to home or shed without approval/permit from Sussex County or any other governing body with jurisdiction over such construction and without Landlord approval is prohibited and will be reported to governing body when the unauthorized construction occurs or is observed. Tenant will be required to remove installed unapproved construction.

\*\*\* parking vehicles that are inoperable for more than 30days on the parking pads

There shall also be a \$25.00 late fee for any late rental payment.

**EXHIBIT B**  
**SERVICE RIDER**

The following identifies the services and items to be furnished and/or paid by Landlord (LL) or Tenant (T):

|  | <u>Furnished by LL/T</u> | <u>Who Pays</u> |
|--|--------------------------|-----------------|
| 1. Electricity                                 | T                        |                 |
| 2. Water (daily usage)                         |                          | LL              |
| 3. Sewer Charge (daily use)                    |                          |                 |
| 4. Clearing of ice and snow<br>from main roads |                          | LL              |
| 5. Parking Lot Maintenance                     |                          | LL              |
| 6. Rubbish Removal (trash)                     | T                        |                 |
| 7. Yard Maintenance (Lots)                     | T                        |                 |
| 8. Yard Maintenance (Buffer Zone)              |                          | LL              |
| 9. Cable                                       | T                        |                 |

Electricity

Service Size: AMPS                                  Helen & Marcella 200 – Leah 100 amps  
Voltage:    Helen & Marcella 220 – Leah 110  
Service Provider:                                  Delaware Electric Co-Op  
Responsibility begins at:                          Meter Box

Water

Water Provider:                                      Landlord  
Connection Fee:                                      None  
Responsibility begins at:                          Ends at cut off valve in front of home.

Sewer

Sewer Provider:                                      Landlord  
Connection Fee:                                      None  
Type of System:                                      Septic System  
Responsibility begins at:                          Septic Tank

Location of Fire Hydrant:                          None

Other Obligations: Proper maintenance of unit by tenant, shed and landscaping. Regular cutting of grass, proper trash disposal, timely payment of rent and compliance with the lease.

Date: \_\_\_\_\_

**EXHIBIT C**  
**RENTAL AGREEMENT SUMMARY**

**Rental Agreement between Briggs Family Enterprises, Inc. and**

**For Manufactured Home:**

SW \_\_\_\_ DW \_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

**Community Owner Site Location:**

PO Box 587  
Georgetown, DE 19947

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

Mrs. Dora George  
PO Box 587  
Georgetown, DE 19947

**Resident Home Site:**

\_\_\_\_\_ Leah Street, Georgetown, DE  
\_\_\_\_\_ Helen Street, Georgetown, DE  
\_\_\_\_\_ Marcella Street, Georgetown, DE

**Resident Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Property Manager Name:**

Robert I. George Jr

**Property Manager Address:**

PO Box 578, Georgetown, Delaware 19947

**Property Manager Phone Number:**

302-856-4166 *Sewer and Water emergencies only 302-752-8654*

**Conditions:**

Term \_\_\_\_\_ ( ) Years ( ) Months

**Rental Agreement Commencement Date:** \_\_\_\_\_

**Rental Agreement Expiration Date:** \_\_\_\_\_

**Annual Rent** \$ \_\_\_\_\_

**Monthly Rent** \$ \_\_\_\_\_

**Late Charge on Rent** \$25.00 **Grace Period** 5 Days after due date

**Other Fees:** (1) Other fees (see Fee Schedule – **Exhibit A & A-1**)  
(2) Sewer, water and utilities (see Services Rider – **Exhibit B**)

- + Renewal Date: \_\_\_\_\_
- + Increase in rent notice to be sent (proof of mailing): Certified Mail – Return Receipt Requested or First Class Mail. Personal delivery can also be used.
- + Security Deposit (will be imposed on new tenants only) \$ \_\_\_\_\_
- + Residency is subject to Rental Agreement, Rules and Regulations and home standards. PLEASE READ ALL CONTRACTUAL DOCUMENTS PRIOR TO SIGNING.
- + **Rental Rate Change:**  
Rent adjustment period Annual X or other \_\_\_\_\_.  
If other, please describe: \_\_\_\_\_

Is fair market value or other type of rental adjustment used? Please describe: Adjustments to reflect normal increases in prices of goods and services and adjust for inflation.

Is there an increase related to fair market value in addition to normal rental adjustment? If yes, please describe: NO

- + **Community Status:**  
Under construction (new) or existing: Existing  
Any major repair plans: NO  
Occupancy now? YES
- + All notices to be sent using proof of mailing: Yes

**Rent Charged for Rental Unit in 3 most recent Years:**

Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_ Year 3: \_\_\_\_\_

**EXHIBIT D**  
**COPY OF GROUNDS FOR TERMINATION SECTION 7016**

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

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

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

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

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

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

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

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

(1) If the tenant's noncompliance with the terms of the rental agreement or the requirements of this subchapter involves conduct of the tenant, of a resident of the tenant's manufactured home, or of a guest or visitor of the tenant or resident which results in the disruption of the rights of others entitled to the quiet enjoyment of the premises, the landlord shall notify the tenant in writing to immediately cause the conduct to cease and not allow its repetition. The notice must specify the conduct which formed the basis for the notice and notify the tenant that if substantially the same conduct recurs within 6 months, whether or not the 6-month period falls within 1 lease period or overlaps 2 lease periods, the landlord may immediately terminate the rental agreement and bring an action for summary possession.

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

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

(c) Whether or not repeated instances of noncompliance fall within 1 lease period or overlap 2 or more lease periods, if there are repeated instances of noncompliance by the tenant with a provision of the rental agreement, with any rule

or regulation material to the rental agreement, or with a provision of subchapters I through V of this chapter, even when corrected by the tenant, a landlord may immediately terminate the rental agreement and bring an action for summary possession and any moneys due, or may refuse to renew the agreement under § 7009 of this title. "Repeated instances of noncompliance" include any of the following:

(1) Failure of the tenant on 4 separate occasions within 12 consecutive payment periods, to make a rent payment by the fifth day after the due date or during the grace period stated in the rental agreement, whichever is longer, resulting in notice being sent to the tenant under paragraph (b)(3) of this section.

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

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

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

(5) Any combination of 4 separate incidents of noncompliance as described in any subdivision of this subsection within a 12-month period.

(d) A landlord may not terminate a rental agreement or refuse to renew a rental agreement under paragraph (c)(1) of this section unless the landlord notifies the tenant after the third separate occasion within 12 consecutive payment periods that a subsequent incident of noncompliance under paragraph (c)(1) of this section may result in either the immediate termination of the rental agreement or the nonrenewal of the rental agreement at its expiration.

(e) In an action for summary possession based on nonpayment of rent, the tenant is entitled to raise by defense or counterclaim any claim against the landlord that is related to the rental of the lot.

(f) A notice sent to a tenant advising the tenant that the rental agreement is terminated or will be terminated or will not be renewed must specify the reasons for such action in sufficient detail so that the dates, places, and circumstances concerning the termination are clear. Mere reference to or recital of the language of this section is not sufficient.

(g) A landlord's right to terminate a rental agreement prior to the expiration of the agreement or right to refuse to renew at the expiration of the agreement does not arise until the landlord has complied with the applicable notice provision upon which the landlord is relying for the termination or non-renewal of the agreement.

**EXHIBIT E**  
**COPY OF SECTION 7015**

**DELIVERY OF WRITTEN NOTICE**

**§ 7015 Delivery of written notice.**

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

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

**EXHIBIT F**  
**COPY OF MANUFACTURED HOME OWNERS AND COMMUNITY OWNERS ACT**

A copy of Chapter 70, Subchapters I and II; Chapter 71, Conversion; and Chapter 57, Summary Possession consisting of 49 pages.

\_\_\_\_\_  
Tenant Primary

\_\_\_\_\_  
Tenant Secondary

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Witness



**EXHIBIT G**  
**COMMUNITY RULES AND REGULATIONS**

**FISHHOOK MOBILE HOME PARK**

**RULES**

**AND**

**REGULATIONS**

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BRIGGS FAMILY ENTERPRISES, INC. hereafter referred to as "Owner" or "Management" will strive to maintain a high class of residents and welcomes all incoming residents in the hope that all will work together, through obedience to these rules, so that a clean, attractive and satisfactory park and home site can be yours to enjoy.

These regulations are an essential part of your Mobile Home Park Lease and violation of these regulations may result in the termination of your Lease. These Rules and Regulations are provided for the mutual benefit of all residents of the Park.

Any water or sewage problem should be reported immediately. To report a problem or for information concerning the Park, phone Mr. Robert George, 856-4166.

**GENERAL**

Your rent must be paid when it is due. If your rent is more than five (5) days past due, it amounts to a violation of your Lease, according to Delaware law. We therefore urge you to pay your rent on the day it is due according to the terms of your Lease.

Any resident planning to vacate the Park should notify the Management as far in advance as possible. Ninety (90) days' notice is required under Delaware law and under the terms of your Lease. Please have your hauler notify the Owner of the Park before he backs onto your lot so that we can accompany the hauler and assist him and see that all services are properly disconnected. Following this procedure is important to you as a credit or personal reference.

At no time shall there be loud music, noises or disturbances that might annoy your neighbors. If anyone enters the park with loud music in a vehicle the music must be turned off upon entering the park. Conduct of this type or other conduct which may be a nuisance to your neighbors may result in a notice to vacate the park. Please understand that this is for your protection as well as for the protection of other residents.

Mobile home lots are for residential use only, and this lease prohibits the property from being used for business purposes or home occupations including, but not limited to, childcare or nursing services. Also, homes are not to be rented or subleased.

Parents are responsible for any damages caused by their children to the Park or to other people's property. Children must be controlled so that they do not become a nuisance to others.

There will be no antennas, citizen band, ham radios, walkie-talkies or two-way radios allowed or installed in the park. Small satellite dishes will be allowed in the park upon Owner's approval of location.

The possession, use, sale or storage of any drugs or other illegal substances will absolutely not be allowed.

Complaints relative to any family in the park will be discussed privately by the Owner with the particular family involved. Substantiated complaints after family has been properly notified constitutes as cause for termination of lease.

## MOBILE HOME/LOTS

Mobile homes must be placed as prescribed by the Owners of the Park. Contact a representative of the Park before attempting placement of your home and they will instruct and aid the driver as to proper placement.

Each home must be neatly skirted within (21) days of placement. Skirting shall be vinyl color to compliment home constructed of the same materials and be the same as the siding on the home.

Front steps are to be precast concrete with metal rail. They must be a minimum of 60" wide and the platform should be 30" deep. The steps will be purchased and installed by park Management, however, the tenant is responsible for paying for the steps.

Only new mobile homes will be accepted (14' x 70' minimum length). Homes are to have roof shingles and vinyl siding. The homes must have shutters on all windows prior to the home being moved on lot. Siding is to be approved by Management.

**No room "add-on" will be allowed.**

Decks must be built of salt-treated lumber or have wood-life applied or be redwood stained. The deck skirting must be the same materials used on mobile home or wood lattice is acceptable. Deck plans have to be submitted for the landlord's approval. Porches will be allowed in lieu of decks, but will have to be built as per plan supplied by landlord.

Outside storage must be of barn type, covered with vinyl siding or textured 1-11 wood stained to match the home. Shed roof must be asphalt shingles. It should be a minimum of 80 sq. ft. maximum to be 120 sq. ft. The plan and location of the shed must be approved by the park Management.

Drying of clothes on an individual lot is to be done only on umbrella type clotheslines. Umbrella clotheslines will be obtained and installed at the expense of the tenant and placed in the rear of the lot.

No fence will be allowed in Park without written Management approval.

A minimum amount of shrubbery is required. The park Owners have a landscape plan which is to be used as a guide. At the signing of the lease, park Owners will either require a deposit or do the planting and the potential Owner will pay the cost of shrubbery in advance. Planting of flowers is encouraged to beautify the park. However, this is not a substitute for the shrubbery. Trees must be planted at a location that does not interfere with sewer and electric lines.

Grass must be kept well maintained and mowed. Shrubbery and trees must be trimmed and kept neat. Flowerbeds must be kept weed free. The entire lot should be kept free of debris, rubbish and trash at all times.

When not in use lawn mowers, tools, bicycles, lawn furniture, etc. are to be kept in a closed storage shed and may not be kept under the home or outside.

When lots are subject to fallen leaves, it is the **Home Owners** responsibility to rake these leaves, bag them and put out with trash for pick up.

New homes must be heated with gas or electric – no oil or kerosene portable heaters and no wood stoves are allowed.

No more than 5 persons (combination of adults and children) can occupy any home. Guests shall only be allowed on an occasional basis and not for periods in excess of two weeks, without special written permission from the Owners of the Park.

Residents shall accurately identify those agreed upon as tenants at the signing of the lease. If anyone other than those, whose name was listed on the application, occupies the home on a permanent basis, a written request for approval is required listing the names and ages of the applicants. Park Management will answer in writing.

No "For Sale" sign shall be placed on a lot or on a home by Tenant or Tenant's agent, except that a "For Sale" sign may be placed in a window of the home. If Tenant or real estate firm is selling the home, the contract shall state that the home must be removed from the lot, unless the buyer of the home has first made application and received approval of a tenant sale from Briggs Family Enterprises, Inc.

Homes have to be power washed as needed to keep the home attractive. Watering of lawns shall be allowed after 6:00 p.m. and not longer than one hour per day. Please do not waste water. If a water shortage threatens, the park reserves the right to terminate the watering of lawns or the use of water for washing vehicles or any other non-domestic use.

For homes to remain in the Park, they must meet the following conditions:

On a monthly or periodic basis, landlord reserves the right to make a home and site inspection.

Residents must maintain their home in first-class proper condition as set forth in the Rules and Regulations.

This shall be construed as keeping the home, roof, siding, skirting, decks and any other attachments clean, freshly painted, stained and water sealed.

Home windows, shutters, doors, roof, vents, step rails, precast cement steps, flowers, and shrubs must be maintained in excellent condition at all times. Homes must be kept clean, freshly painted, mildew free and rust free at all times, and power washed as needed. Rusty screws should be replaced, metal roof painted to prevent rust and wood decks and sheds stained or painted.

#### DISPOSAL AND MAINTENANCE

The Park Owners have contracted with a trash collector to collect your household trash once a week. The cost of this service will be added to your lot rent at Park Owner's cost.

Trash must be kept in trash receptacles and placed in proper location for pick up. These receptacles must have lids and kept closed at all times. Storage of trash receptacles to be at rear of lot.

Each resident is responsible for mowing, trimming, care and maintenance and beautification of his or her lot. Keep all trash, loose paper, litter or other objects picked up. Residents will furnish their own mowers and trimming equipment. The Park reserves the right to come onto your property and to mow and trim if you do not maintain your lot properly and will bill you for the reasonable cost of such work. If this should occur, you will be given notice to properly maintain your lot thereafter. If you refuse, it can result in a notice to vacate.

Planting of flowers is permitted around patio borders and the front of trailer hitch. If approval is given for shrubs or trees, they are to be placed in a location designated by the Park and they are to remain when the resident removes his unit and may only be planted with this understanding. Sod or turf, if installed by the Owner, is not to be removed from the lot.

#### UTILITIES

The Park does not supply utilities. Residents are free to contract with any business or firm of their choice for supplying utilities. Electric service is supplied by Delaware Electric Cooperative. The water supply is owned by the Park and is included at no additional charge.

Sewage disposal is part of your basic park service and is not an additional cost. However, in order to properly maintain the system, we must ask you to refrain from placing paper or disposable diapers, sanitary napkins, razor blades, paper or cloth towels, wash cloths, baby pants, diapers, vegetables, grease, cooking oil, meats, or other items not intended for you sewage system. If you place something in your sewage system which causes a loss of service, the Park reserves the right to charge you for any necessary repairs to restore proper service. Please treat your sewage system with consideration and you will enjoy uninterrupted service.

During the summer, small children's pools and sand boxes may be put in your yard for children at an approved location. No other swimming pools allowed.

No resident is to attempt to alter or replace anything electrical outside his or her unit. This is for your own safety.

#### ANIMAL AND PETS

Except for pets which are certified and trained support animals for persons with disabilities who are residents within the Park, no resident shall keep, house, maintain, feed, or care for any pet for themselves or anyone else at any time in the Park. Residents who violate this rule shall be subject to fines as outlined in Exhibit A-1 when a documented violation is observed or provided to management. Park management is not responsible for damage or injury caused by any animal harbored in any resident's home in the park.

**No dogs will be allowed** in the Park at any time. If you have visitors, please inform them not to bring their dogs in the Park. **The only exception to this rule is for dogs which are certified and trained support animals for persons with disabilities who are residents of lots within the Park.**

Any violation of this rule can result in notice to vacate.

#### PARKING AND TRAFFIC

Parking of your automobile is provided on your lot on the parking pad provided. **DO NOT park on the grass!** If you have a **second** or **third** vehicle they are to be parked on the pad provided. Should you have guests, please park vehicles so that your neighbor's parking will not be hindered. **Boats, trailers, campers and other vehicles** are not to be parked on your lot. If you have any such vehicles, please consult the Management who will try to help you.

Cars and trucks not owned by residents of Park cannot be washed in the Park at any time.

Please observe any signs posted throughout the park relating to speed and traffic control. Although the Park assumes no responsibility in the event of an accident, we ask the cooperation of all residents. Parents should keep all children off the streets at all times. If you observe any driver speeding or operating a vehicle in an unsafe manner, you have the park's approval, and we hope that you will exercise the right, to stop and warn the driver, then report this to the office at once.

The speed limit on Park roads is 10 miles per hour. Please inform anyone coming into the park of the speed limit, as children sometimes play and ride bicycles on the street although we advise against it for safety reasons. No motorized vehicles, such as motorcycles, mini-bikes or all-terrain vehicles are allowed to be ridden on park roads or property at anytime or kept on your lot.

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

Car and trucks that are not operating or tagged cannot be parked or kept on any lot. If this happens, Park Management has the right to have it towed away at your expense.

#### RECREATION

There are recreation areas located on each street and clearly marked. These are the only areas where children should play, other than on their own lot. They are not to trespass on another tenant's lot without invitation or permission from other tenant. It is the parent's responsibility to see that this does not happen. Anyone going from one section of the park to another should not travel across another's lot. We ask this to protect the rights of tenants and their lots.

The park has recently upgraded the recreational facilities at the Marcella Street section of the Community. We have added an 8-under soccer field, horseshoe pit, volleyball/badminton net and a covered pavilion. These facilities are to be used on a first come first serve basis by residents of the Fishhook Community and their guests when the residents are present. Briggs Family Enterprises is not responsible for any injuries to any resident or guests whom used these facilities.

No resident shall engage or participate in any activity which could be dangerous to children, adults or property. No bows and arrows, guns including air rifles, or firearms or weapons of any type shall be used or discharged within the Park.

#### MISCELLANEOUS

Residents may receive, from time to time, a written request directing improvement, repairs, or other maintenance essential to maintaining proper lot or home appearance. We ask your prompt cooperation. Any resident who sells his or her mobile home automatically has vacated their lot. The Park Management rents all lots and no resident may rent, sub-rent or assign his lease to another person. Please comply with the terms of your Lease relating to giving notice of your intent to move or sell your mobile home.

Briggs Family Enterprise Inc. and its board are non-political and do not take a position on political parties or social issues. We do not post or represent the park as anything other than being non-partisan. We request that residents of Fishhook MHP respect their fellow residents/neighbors when expressing their political views or interacting with others in the community/park that DO NOT support or agree with those views. Yard signs or banners supporting a political or social view are not encouraged but are not prohibited. We request you respect others views and the means that they take to express those views.

In order to insure safety, all mobile homes shall be permanently anchored, strapped down, and skirted.

Violation of these Rules and Regulations may result in the Management giving notice for you to vacate the Park. Please understand that it is important to follow the Rules and Regulations at all times as they are a material part of your Lease.

#### OCCUPANCY

The leased premises shall only be used for residential purposes. Neither the Tenant, member of household or guest shall engage in any business or occupation within the Park at any time. The violation of this rule can result in termination of the lease.

#### AMENDMENT

These Rules and Regulations may be amended or changed by the Management of Fishhook Mobile Home Park. If changes are made, copies of any changes will be made available to all tenants immediately, and such changes become effective and binding upon the tenants when they are made.

**Revised 11/1/2020**

**EXHIBIT H**  
**Transfer/Assignment Election Form**  
**(Only Fill In One Option)**

Tenant/Seller, with the knowledge of \_\_\_\_\_ Buyer/Purchaser hereby agrees to accept and exercise the following option in connection with the purchase and sale of the mobile home currently located on Lot \_\_\_\_\_ of \_\_\_\_\_

**OPTION 1**

I, \_\_\_\_\_ Tenant/Seller choose to terminate my existing Rental Agreement and I understand that the above referenced third party Buyer/Purchaser may negotiate to enter into a new Rental Agreement for a full term at a rental amount set by Landlord and subject to the same conditions as those provided by rental agreements presently used by Landlord. Upon such cancellation any and all obligations between myself and Landlord are extinguished, thus releasing myself from further liability on the Rental Agreement.

Terms of new Rental Agreement with Buyer/Purchaser:

It is further understood and agreed that as of this date, \_\_\_\_\_, 20\_\_\_\_, the terms of the new Rental Agreement will include, but are not limited to the following:

Rental Amount: \$ \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Current Fair Market Rent: \$ \_\_\_\_\_ Rental Adjustment Date: \_\_\_\_\_

**OPTION 2**

I, \_\_\_\_\_ Tenant/Seller, hereby agree to an assignment/assumption in total of all of the existing obligations and benefits, including but not limited to the rental amount, under my Rental Agreement, for the remaining term of the agreement to the above referenced Buyer/Purchaser of the above referenced mobile home. I understand that at the time of the sale, the existing Rental Agreement between myself and Landlord shall be simultaneously assigned by myself and assumed by the above named Buyer/Purchaser and that said Buyer/Purchaser will become the new Tenant. Upon the sale, assignment and assumption, Landlord will amend the existing Rental Agreement and list the Buyer/Purchaser as the new Tenant. Upon such amendment, all obligations as between myself as Tenant/Seller and Landlord are extinguished, thus releasing myself from further liability for the Rental Agreement and terminating my Rental Agreement

Terms of transferred Rental Agreement:

It is further understood and agreed that as of this date, \_\_\_\_\_, 20\_\_\_\_, the terms of the transferred Rental Agreement include, but are not limited to, the following:

Rental Amount: \$ \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Current Fair Market Rent: \$ \_\_\_\_\_ Rental Adjustment Date: \_\_\_\_\_

As Seller, I knowingly and freely elect (check one): Option 1 \_\_\_\_\_, Option 2 \_\_\_\_\_

Further, I have notified the Buyer/Purchaser that the selection of the method is in my discretion and that he/she is bound by my selection.

\_\_\_\_\_  
Tenant/Seller

\_\_\_\_\_  
Tenant/Seller

Receipt of this form is acknowledged on \_\_\_\_\_ by Landlord. \_\_\_\_\_

**Landlord Signature**

**EXHIBIT I**  
**MANUFACTURED HOME STANDARDS**

In order to be accepted for initial placement in the Park, all housing units must be new, with all original factory components intact.

1. **NEW Homes**. The following standards shall apply to new manufactured homes installed on any lot within the Park.

- a) 14x70 or 14 X 72 depending on the lot size (Must meet County Setback requirements)
- b) Fiberglass shingle roof installed at the factory.
- c) 3 Bedroom 2 bath
- d) Gas or Electric Heat
- e) Central Air system or heat pump
- f) Vinyl skirting between the unit and the ground, using the same type and color of the vinyl as the siding on the unit.
- g) Tenant shall keep all screws and fasteners on the siding and skirting tight and shall replace any rusted screws or fasteners. If the vinyl siding on the unit or the skirting shows evidence of rust or discoloration, the same shall be replaced at the tenant's expense.
- h) Mobile home must be enclosed with vinyl skirting material within 21 days of placement of the same materials and color as the siding on the home.
- i) Steps are to be precast concrete with metal rail and must be a minimum of 60" wide and the platform must be 30" deep.
- j) Decks must be approved by the Landlord and must be built of salt treated lumber, have wood-life applied or be redwood stain. The deck skirting must be of the same material as the siding on the mobile home or be constructed of wood lattice. Deck plans have to be submitted for Landlord's written approval. County building permits must be obtained to complete the landlord's approval of the deck addition.
- k) Porches will be allowed in lieu of decks, but will have to be built as per the plan supplied to the Landlord for preapproval. Approved room addition must meet County or State construction standards. Vinyl siding and asphalt roofing shingles will match the current homes color scheme unless a total makeover of the home is approved by the landlord. Skirting will also be required and match the current home color scheme.
- l) 200 Amp electrical service
- m) Detached sheds are allowed but must have the same color scheme as the home and meet county size and setback standards. These must be preapproved by the landlord to ensure compliance with location and size restrictions.

2. **Homes Re-sell in the park**

- a) 14x70 or 14 X 72 depending on the lot size (Must meet County Setback requirements)
- b) Fiberglass shingle roof installed at the factory.
- c) 3 Bedroom 2 bath
- d) Gas or Electric Heat
- e) Central Air system or heat pump
- f) Vinyl skirting between the unit and the ground, using the same type and color of the vinyl as the siding on the unit.
- g) Tenant shall keep all screws and fasteners on the siding and skirting tight and shall replace any rusted screws or fasteners. If the vinyl siding on the unit or the skirting shows evidence of rust or discoloration, the same shall be replaced at the tenant's expense.
- h) Mobile home must be enclosed with vinyl skirting material within 21 days of placement of the same materials and color as the siding on the home.
- i) Steps are to be precast concrete with metal rail and must be a minimum of 60" wide and the platform must be 30" deep.

- j) Decks must be approved by the Landlord and must be built of salt treated lumber, have wood-life applied or be redwood stain. The deck skirting must be of the same material as the siding on the mobile home or be constructed of wood lattice. Deck plans have to be submitted for Landlord's written approval. County building permits must be obtained to complete the landlord's approval of the deck addition.
- k) Porches will be allowed in lieu of decks, but will have to be built as per the plan supplied to the Landlord for preapproval. Approved room addition must meet County or State construction standards. Vinyl siding and asphalt roofing shingles will match the current homes color scheme unless a total makeover of the home is approved by the landlord. Skirting will also be required and match the current home color scheme.
- l) The only exception is in para "1-L" above. 200 amp electrical service may not be available to a lot the home currently resides at on either Leah or Helen Streets.
- m) Detached sheds are allowed but must have the same color scheme as the home and meet county size and setback standards. These must be preapproved by the landlord to ensure compliance with location and size restrictions

3. **Homes currently in the park**

- a) 14x70 or 14 X 72 depending on the lot size (Must meet County Setback requirements)
- b) Fiberglass shingle roof installed at the factory.
- c) 3 Bedroom 2 bath
- d) Gas or Electric Heat
- e) Central Air system or heat pump
- f) Vinyl skirting between the unit and the ground, using the same type and color of the vinyl as the siding on the unit.
- g) Tenant shall keep all screws and fasteners on the siding and skirting tight and shall replace any rusted screws or fasteners. If the vinyl siding on the unit or the skirting shows evidence of rust or discoloration, the same shall be replaced at the tenant's expense.
- h) Mobile home must be enclosed with vinyl skirting material within 21 days of placement of the same materials and color as the siding on the home.
- i) Steps are to be precast concrete with metal rail and must be a minimum of 60" wide and the platform must be 30" deep.
- j) Decks must be approved by the Landlord and must be built of salt treated lumber, have wood-life applied or be redwood stain. The deck skirting must be of the same material as the siding on the mobile home or be constructed of wood lattice. Deck plans have to be submitted for Landlord's written approval. County building permits must be obtained to complete the landlord's approval of the deck addition.
- k) Porches will be allowed in lieu of decks, but will have to be built as per the plan supplied to the Landlord for preapproval. Approved room addition must meet County or State construction standards. Vinyl siding and asphalt roofing shingles will match the current homes color scheme unless a total makeover of the home is approved by the landlord. Skirting will also be required and match the current home color scheme.
- l) The only exception is in para "1-L" above. 200 amp electrical service may not be available to a lot the home currently resides at on either Leah or Helen Streets.
- m) Detached sheds are allowed but must have the same color scheme as the home and meet county size and setback standards. These must be preapproved by the landlord to ensure compliance with location and size restrictions

4. **MISCELLANEOUS**

Outside storage buildings must be of the barn type, covered with vinyl siding or textured T1-11 material wood stained to match the color of the home. Shed roof must have shingles of the same type and color as the home. Storage building must be a minimum of 80 square feet to a maximum of 168 square feet. The plan and location must be approved by Park Management before purchase or placement and meet County setback requirements when placed.



**EXHIBIT J**  
**WAIVER OF RIGHT TO EXISTING RENTAL AGREEMENT**

I, \_\_\_\_\_, am existing tenant of \_\_\_\_\_ pursuant to a written rental agreement, dated:\_\_\_\_\_ do knowingly, and intelligently waive any and all rights I have under my existing Rental Agreement including but not limited to my right to compel the landlord to continue to use the provisions of my current agreement. **I understand that I am waiving any and all rights, I have to maintain the terms and conditions of the original or current Rental Agreement and any other rights I have under that agreement**, so that I may execute a new Rental Agreement. The new Rental Agreement has been drafted to comply with the provisions of the Manufactured Home Owners and Community Owners Act of 2003, which became effective August 25, 2003, a copy of which I hereby acknowledge having received.

**I understand that when I execute the new Rental Agreement, the new Rental Agreement will govern my relationship with the landlord from the date of execution until the termination of the Rental Agreement.** I also understand that the Manufactured Home Owners and Community Owners Act of 2003 will govern the relationship between the Landlord and myself under the new Rental Agreement.

Tenant\_\_\_\_\_ Tenant\_\_\_\_\_

Dated:\_\_\_\_\_ Dated:\_\_\_\_\_

Signed in the presence of \_\_\_\_\_

Dated:\_\_\_\_\_

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

**EXHIBIT K**

**ITEMS TENANTS ARE RESPONSIBLE FOR WHEN MOVING A  
MOBILE HOME TO THE PARK**

1. Procure placement permit from Planning and Zoning.
2. Install home at location designated.
3. Anchor home.
4. Install tongue under trailer – must be detachable type.
5. Hook up water line from valve supplied by Landlord. Lines under house to be insulated.
6. Hook up electric from the meter box at curbside. Electric to be run in conduit. Hook up sewer from connection supplied at septic tank.
7. Sign up for electric service at Delaware Electric Co-operative, Inc., Greenwood, DE (302-349-9090).
8. Call Verizon for phone service (1-800-922-0204).
9. Call Mediacom of Lower Delaware, Millsboro, DE (302-732-6600).
10. Install vinyl skirting within 30 days.
11. Main steps to be of concrete with handrail 60” wide, 42” deep, and 29” high. Cost of steps \$\_\_\_\_\_ to be paid at lease signing.
12. Home to be equipped with smoke detector.
13. Home to have shutters on all windows – hitch end – right and left sides. Shutters must be on home before it is moved on lot.
14. Contact Blue Hen Disposal to arrange for trash can(s) replacement or delivery. 302-945-9664

EXHIBIT "L"

COPY OF SUMMARY OF DELAWARE MANUFACTURED HOMES AND MANUFACTURED HOME COMMUNITIES ACT