

**Minquadale Village
Community Rules**

**A Resident Owned
Manufactured Housing Community**

- I. Introduction and Important Notice**
- II. General Responsibilities: Homeowner and Association Responsibility**
- III. Occupancy Guidelines**
- IV. Resident & Guest Rules**
- V. Building & Lot Standards**
- VI. Vehicles & Parking**
- VII. Pets**
- VIII. Service Requests**
- IX. Severability**
- X. Liability and Indemnity**
- XI. Fee Schedule**

Owned and operated by Minquadale Village Homeowners Association, Inc.

I. Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal.

The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large. Consequently, we have developed the following rules and regulations as a means to provide you and all residents a relaxing and enjoyable environment.

This document governs the terms of your rental agreement with this manufactured housing community and will be enforced. Violations of the following standards, guidelines and rules may be cause for penalty (see Fee Schedule).

We appreciate your anticipated cooperation.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THESE RULES MAY BE AMENDED FROM TIME-TO-TIME PURSUANT TO 25 DEL. C. 7019. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THE CORPORATION GIVES YOU SIXTY (60) DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT IF YOU FAIL TO PAY ALL RENT DUE WITHIN 7 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THE CORPORATION WISHES TO EVICT YOU FOR NON-COMPLIANCE WITH THE LEASE, IT MUST GIVE YOU TWELVE (12) DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY SEVEN (7) DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION AND AN OPPORTUNITY TO CURE THE DEFECT. FOR MORE INFORMATION ON HOW TO CURE THE DEFECT, PLEASE SEE THE LEASE AGREEMENT. THIS OPPORTUNITY TO CURE SHALL NOT APPLY TO INSTANCES OF NON-COMPLIANCE UNDER 25 DEL. C. § 7010A(a).

YOU HAVE THE RIGHT TO SELL YOUR HOME SUBJECT TO THE ARTICLE 17 OF THE MEMBER LEASE, ARTICLE ____ OF THE NON-MEMBER LEASE, AND 25 DEL. C. §7022.

COPIES OF THE MANUFACTURED HOME OWNERS AND COMMUNITY OWNERS ACT, 25 DELAWARE CODE CHAPTER 70, THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM: THE CONSUMER PROTECTION UNIT OF THE ATTORNEY GENERAL'S OFFICE.

Attorney General's Office
820 N. French Street, 5th Floor
Wilmington, DE 19801
302.577.8600 (New Castle County)800.220.5424 (Kent & Sussex Counties)
Email: consumer.protection@state.de.us
<http://www.attorneygeneral.delaware.gov/consumers/protection/complaint>

II. GENERAL RESPONSIBILITIES

- 1) The Corporation agrees that it is responsible to:
 - a) 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;
 - b) Maintain density of homes in the community and can designate home relocations to meet New Castle County code set backs as homeowners change and prior to new homeowners taking residence.
 - c) Maintain the manufactured home community in such a manner as will protect the health and safety of residents, visitors, and guests;
 - d) Identify each lot area in the community in such a way that each Member can readily identify his or her area of responsibility, which is defined as the lot specified in the Occupancy Agreement/Lease, and specify the duties of the Member in maintaining his or her area of responsibility;
 - e) Maintain the community, including common areas and rental lots not under rent, keeping it free of species of weeds or plant growth which are noxious or detrimental to the health of the residents;
 - f) 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;

- g) Maintain connections to all water, electrical, plumbing, gas, sewer, septic, and other utilities and services provided by the Corporation in good working order, repairing these utilities and services within the earlier of 48 hours after written notification of a utility or service problem, or as soon thereafter as is practicable if a repair within 48 hours is not practicable;
 - h) Septic systems are to be maintained by the Corporation;
 - i) Respect the privacy of residents and agree not to enter into, under, or on the manufactured home without the permission of the Member or an adult resident unless emergency circumstances exist and entry is required to prevent injury to person or damage to property. However, the Corporation may, with 72 hours' notice, inspect any utility connections owned by the Corporation or for which the Corporation is responsible;
 - j) Maintain all roads within the community in good condition;
 - k) Plow and maintain roads providing access between the Community and the public road;
 - l) Comply with all federal, State, and local building codes;
 - m) Allow the homeowner freedom of choice in the purchase of goods and services other than utilities and related services subject to the limitations in 25 Del. C. 7006(b).
 - n) Maintain, care for and remove, if necessary, trees on any lot, including common areas, if the tree is at least 25 feet in height or has a main stem/trunk larger than 6 inches in diameter. Such maintenance, care and removal means those steps required to maintain a live and healthy tree condition per standard horticultural practices in accordance with the standards as set forth by the American Association of Nurserymen.
 - i) Nothing contained in this Paragraph shall require the Corporation to remove leaves, needles, pine cones, sap, pods, seed containers, and any such material normally produced by the tree as part of its life cycle.
 - ii) The Corporation must respect the privacy of the homeowner and not enter the occupied/rented lot to maintain, care for, and / or remove trees without permission of the homeowner unless emergency circumstances exist and entry is required to prevent injury to person or damage to property.
 - o) Manage the Community and the Corporation's finances, including the payment of liability insurance and property taxes on the land.
 - p) Not to discriminate against the homeowner in the provision of any services it is required to provide.
 - q) Enforce the Community Rules of the Corporation.
- 2) The homeowner is responsible for:
- Hooking up to utilities and maintaining connections
 - Upkeep of their lot including mowing, trimming and plantings
 - The care, maintenance and snow removal of their own walk-ways.
 - Obeying Community Rules at all-times.
 - Keeping the exterior of the manufactured home and the rented lot in a clean and sanitary condition. Including repairing any unsafe or unsightly appearance of the exterior of the home.
 - Refraining from storing outside on the lot occupied by the homeowner's manufactured home building materials, furniture, or similar items usually not stored outside a home by a property owner in a residential area.
 - Disposal of all rubbish, garbage, and other waste materials in a clean and sanitary manner according to the policies and procedures set by the Corporation.

- Homeowner must notify Corporation in writing in the event that they become aware of an infestation of insects, rodents, vermin, or other pests which are dangerous to the health of the residents.
- Payment of occupancy fees and lot rent on time.
- Prominently displaying the street number on the front of the home for emergency location (911).
- Abiding by the terms of the Occupancy Agreement/Lease Agreement.
- Abiding by all reasonable written manufactured home standards and amendments thereto.
- All state or local taxes on the home are the responsibility of the homeowner and provide proof of paid tax receipts to the property manager once payments have been made.
- All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly encouraged to carry homeowner's insurance.

III. OCCUPANCY GUIDELINES

- 1) This Community is to be owned and operated as an owner-occupied, members only, not-for-profit, limited equity Corporation, manufactured housing community for its Homeowners. The Association's broad purpose is to gain control of the rental costs, preserve the Community and to keep it affordable long term for low and moderate-income individuals and families.
- 2) "Member" is defined as an adult (18-years-or-older) individual(s), without regard to their social, political, racial, religious, age, sex, sexual orientation, disability, or marital status who Own and reside in a manufactured housing unit (herein after referred to as the "Home") in the Community and/or any spouse or partner in civil union entitled to a Homestead Interest who has been screened and approved as an occupant of the housing opportunity provided by the Corporation. A person is seen as owning or co-owning a Home if he or she owns the Home directly (with a title in their name) or through his or her "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as: (I) appoint him or herself as the trustee during his or her lifetime (and or competency); (II) is revocable by him or her; and (III) designates him or herself as the beneficiary for his, her or their lifetime. Is/are in good standing with the Corporation. A "Member in good standing" is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the community. In accordance with the purpose stated, occupancy, unless grandfathered at the time of purchase by the Corporation, is limited to persons who apply for and are accepted into Membership and comply with the following:

Buyers or owners of Homes seeking to reside in a Home and lease a lot in the Community must become Members of the Corporation. Buyers and owners seeking Membership shall:

- (1) Apply for Membership on a form prescribed by the Membership Committee
- (2) Be approved for Membership by a majority vote of the Board of Directors
- (3) Pay in full the Membership fee (\$100.00)
- (4) Execute a Lease Agreement with the Property Management Company
- (5) Have a contract to buy and intent to occupy a Home in the Community

- (6) Commit to the purposes and policies of the Corporation including the Community Rules and the Bylaws.

A person is considered a buyer or owner if he or she seeks to or does own or co-own a Home directly or through his/her/their "living" or "Grantor" trust becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a Home to his or her "living" or "Grantor" trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their Membership into a permissible "living" or "grantor" trust must furnish the Corporation with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

3. Any homeowner wishing to sell or remove their home is required to give three (3) weeks' written notice of intent to the Board of Directors. Failure to give notice can result is grounds for termination of the Occupancy/Lease Agreement. See 25 Del. C. §7022. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the Corporation as a condition of allowing the home to remain in the Community. Procedures governing the possible resale of transfer of a manufactured home in the Community are found in Article 17 of the Member Lease Agreement or Article ___ of the Non-Member Lease Agreement, and 25 Del. C. §7022.
- A. If an existing Member desires to sell the manufactured home, which the buyer intends to retain in the Community, the Member must comply with 25 Del. C. §7022.
- B. This Occupancy Agreement/Lease is not transferrable to the buyer or transferee to whom the Homeowner intends to sell or transfer title to the manufactured home unless the home qualifies for retention in the Community according to written standards promulgated pursuant to 25 Del. C. §7020 and unless the Corporation accepts the buyer or transferee as a tenant and Membership in the Corporation. See Exhibit "G" of the Lease. The buyer or transferee must apply for Membership in the Corporation and be approved as a Member pursuant to the Corporation's Bylaws. Acceptance or rejection of a buyer or transferee must be on the same basis by which the Corporation accepts or rejects any prospective tenant or Member. The Corporation who rejects a prospective tenant or Member must give the prospective tenant or Member a written statement that explains the cause for the rejection in accordance with the Corporation's Application Procedure.
- C. If Homeowner plans to sell, convey, or transfer title to the manufactured home to a buyer or transferee who intends to retain the home in the Community, the Homeowner shall notify the Corporation in writing three (3) weeks prior to the scheduled sale, conveyance, or transfer of the manufactured home and the transfer of this Lease, 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 the Homeowner to so notify the Corporation is grounds for termination by the Corporation of this Lease.

- i. The Corporation has the right to purchase the manufactured home at a price 1% higher than the contract price and under the same terms at which the Homeowner has agreed to sell the home to a third party. If the Corporation wishes to purchase the home at 1% higher than the contract price and under the same terms, the Homeowner must sell the home to the Corporation.
 - ii. Upon receipt of the name and address of the prospective buyer or transferee and the agreed sale price and terms, the Corporation shall notify the Homeowner within five (5) business days that the Corporation is exercising the right to purchase the home. If the Corporation does not notify the Homeowner in writing pursuant to 25 Del. C. §7024 within five (5) business days that the Corporation is exercising the right to purchase the home, the right of the Corporation expires.
 - iii. The Corporation's notice must be sent to the Homeowner pursuant to 25 Del. C. §7024. The notice must clearly state that the price and terms are acceptable and must set a settlement date within fourteen (14) days.
 - iv. The Corporation's right to purchase the 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 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; or
 - d. The transfer or conveyance is by gift, devise, or operation of law.
- D. For a period of thirty (30) days following the delivery of the notice to the Corporation, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Corporation may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.
- i. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
 - ii. **If the Corporation is owed money by the Homeowner, the Board of Directors may approve of the transfer as requested but may insist that the title to the manufactured home be transmitted directly to the escrow or closing agent and that a lien be recorded in favor of the Corporation at the Department of**

Motor Vehicle on the Homeowner's home for those amounts due and owing the Corporation. The lien should only be released upon payment to the Corporation of all outstanding balances due to the Corporation. If payment is not made, the Buyer will be on notice of the lien and the Corporation may collect it against the home despite the transfer.

- iii. The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this corporation:
 - a. Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by Fannie Mae), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.
 - b. Notwithstanding rights of the Corporation under applicable state law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under a Lease Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Lease Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.
- E. If the Corporation accepts a prospective tenant, the transfer of this Occupancy Agreement/Lease must be completed using one of the following two methods. The selection of the method is at the exclusive direction of the Homeowner and the buyer is bound by that selection.
 - i. The Homeowner agrees to an assignment of this Lease to the buyer, with all of the existing conditions and benefits, including but not limited to the rental amount under this Lease, for the remainder of the Lease. If this option is selected, this Lease shall be assigned to the buyer and the buyer becomes the new tenant. Upon the assignment and assumption, the Corporation will amend this Lease to list the buyer as the tenant.
 - ii. The Homeowner elects to terminate this Lease. The buyer may then negotiate the terms of and enter into a new lease for a full term at a rental amount set by the Corporation. If this option is selected, this Lease is terminated upon execution of the new lease.

- F. The buyer or transferee shall have three (3) years from the date of the resale or transfer to complete changes to the manufactured home required under the written Manufactured Home Standards attached hereto as Exhibit "F". However, if the changes are necessary to protect life or for other safety reasons, the Corporation may require that changes be made in less than three (3) years. Further, if the Homeowner does not make the needed changes prior to the sale, the buyer or transferee shall deposit 120% of the estimated costs of changes necessary to meet the standards into an account jointly controlled by the Corporation and the buyer or transferee. Once work begins on the manufactured home, the necessary changes must be completed within 120 days or a reasonable time period of greater than 120 days if approved by the Corporation. A buyer or transferee who does not complete required changes to the manufactured home pursuant to this Article is subject to a summary possession proceeding under the Landlord Tenant Code.

IV. RESIDENT & GUEST RULES

- 1) All individuals living in your home for more than 30 days must be screened and approved as an applicant. Please contact the Property Manager to notify them of any changes immediately. Any occupants over the age of 18 must be screened for a criminal background prior to being allowed to live within a home. Conviction of a felony in the last five years or for any offense requiring registration under "Megan's Law" is grounds for rejection as an occupant or a member. Notify the Board of Directors and Property Manager if there are any additions to the number of occupants in your home that exceeds the number of permitted occupants listed in the Lease Agreement for a period of more than 30 consecutive days, or 60 days in a calendar year. In all cases, the total number of occupants shall not exceed the Corporation's established occupancy limits. The Board of Directors requires a Lease Agreement to be modified as needed to list the new resident as an Occupant. Each additional adult Occupant not specified in Article 2 of the Lease Agreement must meet the Corporation's Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot).
- 2) Homeowners will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free community.
- 3) Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for membership revocation and eviction, with prosecution to the fullest extent of the law. If the law enforcement responds to an incident involving illegal drugs, this is grounds for immediate membership revocation and eviction.
- 4) All homeowners are responsible for their actions and those of their guests, occupants and pets. Rules apply to all guests as well as all members of the household. Any penalties assessed due to the result of a guest violation are the responsibility of the homeowner/leaseholder.
- 5) Discharging of firearms, air guns, paintball guns, BB guns, archery equipment, fireworks and any other dangerous weapon is prohibited.

- 6) Residents, occupants, guests and pets are encouraged to stay on common Association property or the lot they live in or are visiting. Please do not trespass on to the vacant or occupied lots when not invited.
- 7) A moderate noise level from radios, electronic equipment, vehicles, residents and their guests is probable at all times. Unusually loud noises are prohibited at all hours and should be reported to the **police non-emergency number (302-577-2800)** and to the Property Manager for further action.

**Quiet hours are from 10:00 p.m. to 8:00 a.m. daily.
Children under 18 years of age, can not roan the park during quiet hours.**

V. BUILDING & LOT STANDARDS

- 1) All homes need to be maintained in good condition, skirted, clean, neat and properly painted in a manner in keeping with the general appearance of the community. All windows and doors should be free of holes and maintained in proper working order.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 3) Steps to homes are to be wood, aluminum or pre-cast concrete. Concrete blocks are not acceptable as stairs. All outside doors must have stairs with a hand railing on the opening side.
- 4) Only one utility building is allowed per lot. Metal buildings are permitted. Any new structure is to comply to the following standards:
 - a) may not exceed 12' X 12' or 144 square feet
 - b) roof is pitched
 - c) doors and windows stay in good repair and are able to be closed

A Member must submit a request (to the Board) to place a shed on their lot prior to doing so. Upon the decision from the Board, the individual will receive a letter indicating the decision. Until this letter is received, a member cannot place a shed on their lot.

- 5) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to be approved by the Board of Directors in writing prior to installation and are to comply with the New Castle building codes, and federal and state regulations. A copy of your building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 6) This section is conditional upon insurance impact: No pools over five (5) feet wide in diameter or over eighteen (18) inches in height are permitted. Those with small pools that fit the above criteria must be put away and emptied nightly. Trampolines are not allowed in the community under any circumstances. Fish ponds under 3 feet wide and 18 inches deep are allowed if they are continuously circulating as to not attract insects and covered with screening. Hot tubs, sauna units or jacuzzi spas are to be placed on a solid foundation/decking with a secure-able lid. Both fish ponds and hot tubs, etc. plans must be submitted to the Board prior to placement for Board

review. Upon the decision from the Board, the individual will receive a letter indicating the decision. Until this letter is received, a member cannot place said item on their lot.

- 7) Commercial or advertisement signs are not allowed in the community unless the Member has an agreement with the vendor for no longer than 30 days after work is completed. For Sale signs may be placed in the home windows. The Board should be notified of such signs within 3 days of placement. Contracted realtors must be registered with the Property Manager prior to realtors placing real estate for sale signs or open house display flags.
- 8) The homeowner owns and is responsible for all repairs and maintenance of any aboveground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "Safe Tank" standards as published by the State of Delaware and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents. Screening the tank from view is suggested.
- 9) In order to promote the safety of the homeowners and make a fair distribution of services, New Castle County's building codes will determine the maximum occupancy standards per house.
- 10) Sewer systems are not to be used for disposal of grease, condoms, feminine products (tampons, sanitary napkins) children's toys, non-bathroom tissue (baby wipes, paper towels, Swiffer wipes, etc.) and bio-hazardous material. If damages to the community's infrastructure are found to be due to a homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 11) It is the responsibility of the homeowner to provide for securing the home's water and waste lines from leakage, at all times. It is also the homeowner's responsibility to insulate their pipes properly so that they do not freeze and burst in the winter months. At this time, the standard method is by heat tape. Residents should inspect and plug them in each year in the fall. The Corporation reserves the right to either shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 12) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed, the grass no higher than 6". If a lot is neglected, the Corporation reserves the right to have the lot cleaned or landscaped at the owner's expense without additional notice.
- 13) The exteriors and lots are for the storage and display of **outdoor appropriate items only**. Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, interior furniture and discarded items may not be left on lawns or around homes. Inappropriate items may be removed by the Association or management at the homeowner's cost, after 48 hours' notice.
- 14) Outside burning of leaves, rubbish, etc. is **not** permitted. LP Gas and charcoal grills as well as bottled gas serviced fire devices are permitted but in ground-based permanent fireplaces, fire pits

and barbecue pits are **not** permitted. Fire chimneys or chimeneas are allowed if they are screened and attended at all times. When finished using a chiminea or fire chimney, it must be put out. All exterior fire grills, chimneys, barbecues must be set in a safe manner not to cause fire or the risk of fire to a home or a neighboring home. This rule does not supersede any and all applicable fire and zoning codes.

- 15) Fences of no higher than five (5) feet may be used for decorative purposes. No wire, chain link or chicken wire fences are permitted. No lot perimeter fences are allowed. Prior to installing any fence or partition all residents must submit a design plan to the Board for review and pre-approval.
- 16) The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure.
- 17) Umbrella style clothes lines are permitted within the community but must be put down by 8:00 p.m. nightly with all of the items removed. No line style clothes lines are permitted on any of the lots.

VI. VEHICLES & PARKING

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community at individual lots. All registered vehicles will display Community Parking Permits prominently. No vehicle repair or fluid changing is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted. All vehicle repairs are to be made in the Community Garage which is available for reservation with the Property Manager. After repairs are made, the Community Garage will be cleaned by the Member and inspected by the Property Manager or Board Member. If the Member fails to return the Community Garage to the state prior to the vehicle repair then the privilege may and/or can be revoked. Any clean up expenses will be forwarded to the member for reimbursement.
- 2) There is no parking on lawns or on the outside perimeter road. Parking is allowed on the side of each street with the exception of 5th street where homeowners and guests must park in the center aisle and not along the sides of the street. All of the streets in the community are one way with the exception of 5th street that has room for two way driving. Violators of these rules may be subject to towing at the owner's expense.
- 3) The speed limit in the community is Ten (10) MPH. Those in violation will be reported to the police and may be fined for the rule violation by the Association.
- 4) Only licensed and registered on-road vehicles are permitted. Off-road vehicles are prohibited. **No dirt bikes, motor scooters, three wheelers or four wheelers are permitted in the community.** Registered and licensed tow behind trailers be allowed and includes the following:
 - a. Must take up one of your allowed parking spots
 - b. Can't be used for any commercial application or any profit

- c. Must be for recreational use only
 - d. Must not weigh more than 10,000 pounds by park rules
 - e. Cannot be parked in yard for any reason
- Boats, jet skis and tow behind campers or recreational vehicles used for camping or touring are not allowed in the community.

- 5) There is to be no racing or inappropriate use of vehicles in the community.
- 6) Overnight parking of vehicles with a gross vehicle weight (GVW) of over 20,000 pounds in the community requires prior approval of the Board of Directors.

VII. PETS

- 1) Domestic pets (dogs, cats, etc.) are allowed in this community with restrictions. Farm and wild animals are not permitted in the community. Per Delaware law, all cats and dogs must be properly vaccinated.
- 2) Dogs must be restricted to their lot if within fenced yard or walked on a leash and must be under an owner's control and supervision at all times. A barking dog may not be left outside for longer than fifteen (15) minutes unless accompanied by the Member. Dogs may not kenneled on porches or tied to dog house in yards as a means to house them. Dogs are not allowed to roam free throughout i.e. unsupervised by an adult member/resident.
- 3) No homeowner can own more than a total of 4 animals per home, specifically limited to no more than 2 dogs and 2 cats in one home. Existing animals (as of October 1, 2017) may continue residence but no new animals can be added to a home if the homeowner already has more than the 4 animal pet limit.
- 4) The Board will be notified and request pre-approval of any pet reptiles or birds that can be considered dangerous or aggressive.
- 5) Homeowners may not have farm animals or wildlife animals as pets. Examples are pigs, chickens, hawks, possums, raccoons and skunks.
- 6) The Board has the responsibility to make health and safety decisions regarding the feral cat community that resides in our Minquadale Village. Any cat left outside and at the survival of the nature and elements is considered to be a member of the feral cat community and not private property of any single homeowner/member.
- 7) It is strongly encouraged that all cats be kept inside of the home. In cases where cats roam free, owners are responsible for having their cat(s) spade or neutered, under control, vaccinated per law and for cleaning up after them.
- 8) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

- 9) 6) Residents may apply for an exception to the "VII: Pets section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

VIII. SERVICE REQUESTS

All requests for service should be made in writing to the Property Manager at the park office. Any emergency maintenance of Community Property should be reported to the Property Manager first then the Board Members. Submit all non-emergency Community Property maintenance requests in writing to the Property Manager. All maintenance required within the home is the homeowner's. If for any reason it should be necessary to call FIRE, RESCUE, or POLICE assistance, please call the emergency service directly for help at 9-1-1. Notify Property Management or the Block Watch Coordinator immediately after calling Emergency Services like the Police or Fire Department, etc.

Notify the Operations Manager or Board President immediately should your water service need turned off for repair or to prevent flooding in your home.

IX. SEVERABILITY

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

X. LIABILITY AND INDEMNITY

The Corporation shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The Corporation shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify Corporation and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses.

Except for gross negligence of Corporation, homeowners hereby release Corporation from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the Corporation is not responsible for claims or damages that may be caused by the re-entering and taking of possession by Corporation under conditions of these rules and regulations or the laws of the State of Delaware.

XI. FEE & PENALTY SCHEDULE

This section is being managed through Board approved policy versus community rules. The Fee and Penalty Schedule is detailed in Exhibit C in the Lease Agreement.

XII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled Board meeting. Any exception that is granted by the Board shall be subject to revocation at the sole discretion of the Board.

Minquadale Village Community Rules

Total 15 Pages – Approved on _____

By the Membership

Signed _____ Secretary of the Corporation
(Signature above with name printed below)