

LOVE CREEK MARINA & MOBILE HOME SITES, INC
31136 CONLEY'S CHAPEL ROAD
LEWES, DE 19958
302-947-9147

These rules have been adopted by Love Creek to protect your investment in your home and to enhance the desirability of residing in the community. These rules are designed to prevent nuisances and to maintain the attractiveness of the community and are deemed necessary for the order, peace, health, safety and orderly operation as well as securing and promoting the convenience, safety and welfare of the residents of this community. These Rules will replace and supersede any and all others.

REGISTRATION

1. Prior to entry to the community, all applications and forms must be completed with all the information requested so that character and credit checks can be properly conducted to determine character and financial responsibility. Negative reports regarding stability, credit or failure to complete forms fully and accurately may be reason for disapproval.
2. All applications require a non-refundable processing fee of \$____. All applicants must sign a rental agreement and pay all applicable charges prior to moving a mobile home into the community or occupying a home presently in the community.
3. Mobile homes shall be occupied by no more individuals that is suitable and satisfactory for the mobile home of its particular size and type and septic facilities available with a maximum for ___persons.
4. The site shall not be occupied by any person other than those named in the rental agreement. No home shall be sub-leased or put in the possession of another party without prior written consent of Love Creek.
5. In the event that you decide to sell your home, that the buyer wishes to keep it in the park, prior approval must be obtained from the management prior to occupancy by the buyer. An application must be filed at least 21 days prior to any transfer and all applicable fees paid at the times.

ACCEPTED _____.

RESTRICTIONS
General

1. All lessees must pay all applicable fees, charges and deposits before moving their home on a lot. Rental rates are available from the park office. Rental payments must be made payable to LOVE CREEK MARINA. A late fee of 5% will be assessed on payments _____ *Initial* received after the 5th of the month. Any check returned to Love Creek will be subject to a \$25.00 returned check fee. _____ *Initial*
2. Trailers or campers may be stored on the resident's lot but may not be lived in. No tents or tent like structures may be erected on any lot.
3. No excessively loud parties or activities will be allowed at any time. Lessees will be expected to play their radios and televisions at normal volume and control all noise in consideration of their neighbors.
4. Drunkenness, immoral conduct, law-breaking or any other conduct in public places or at any place in the park under such circumstances as to cause complaints from other lessees will not be tolerated.
5. Lessees will be responsible for the conduct of and for any damages caused by their children, guests, or pets.
6. No children under the age of eighteen (18) will be permitted to live in the park unless living with an adult person, that is, a person over 21 years of ages.
7. No peddling or soliciting or commercial enterprise is allowed in the community without first obtaining the written consent of management.
8. Washing machines, dishwashers or garbage disposals causing overburden to any septic system may not be used.
9. No outside storage is permitted except for lawn or patio furniture, firewood, or garden hoses.

Minimum Home Standards

A. First Time Placement

1. Size—Single Wide—14 feet minimum width, 48 feet minimum length
Size—Double Width—24 feet minimum width, 40 feet minimum length
2. Quality: Exterior shall be clean, properly painted, free from dents, broken parts and broken windows.
3. Appearance: New condition and appearance; the appearance of the home must not be offensive; the home must blend with the other homes of the neighborhood and be otherwise environmentally acceptable.
4. All homes must have factory-installed aluminum, vinyl or wood siding.
5. All homes must have a minimum of six anchors.
6. All homes to be placed in the community must be constructed in accordance with the National Mobile Home and Construction Safety Standards Act which became effective June 15, 1976 and current (HUD code) standards.
7. All homes must be sited in the position marked by Love Creek.
8. No resident will be permitted to occupy a home until it has been inspected and approved for occupancy by Sussex County. Additional, all mobile homes placed in the community shall obtain and

display a Sussex County placement permit. Any other improvements made by you may require a building permit from Sussex County. If so, you must obtain it. If Love Creek obtains the placement permit, the resident agrees to reimburse Love Creek the amount charges by Sussex County.

_____ *Initial*

9. The entire bottom of the home shall be completely enclosed with vinyl skirting as pre-approved by Love Creek within 30 days of its placement in the community.
10. All homes shall have removable hitches which must be detached immediately following the placement in the community. In the event that a home is placed with a fixed hitch, the hitch must be sawn or burned off.

B. Homes To Be Retained In Community After Resale

1. Size—Single wide—12 feet wide minimum, 48 feet length minimum
Size—Double wide—24 feet wide minimum, 40 feet length minimum
2. Quality: Exterior must be in good condition and appearance; skirting must be in good condition. If skirting is other than vinyl material, it must be pre-approved by Love Creek. The home siding shall be clean, properly painted, free from dents, broken parts or broken windows.
3. Hitch must be removed or enclosed prior to settlement.
4. Construction and safety standards
 - a. Home must be level and free from insects, rodents, vermin, pests, etc.
 - b. Steps and handrails must be in good and acceptable condition. Cement steps or a wood deck of treated lumber with a rail around the deck and sides, enclosed underneath with a skirting or treated lattice, minimum size 6 feet by 6 feet, must be placed at the front door.
 - c. All utility connections shall be carefully examined to determine that they are in good operating condition and, if not, appropriate repairs or up-grades shall be made.
5. All homes must have a minimum of six anchors.
6. All homes to be placed in the community must be constructed in accordance with the National Mobile Home and Construction Safety Standards Act which became effective June 15, 1976 and current (HUD code) standards.

Mobile Home Space

1. Mobile homes must be parked on each space in the manner specified for that space on the master plot of the park. The height of the mobile home, above the ground, will be comparable with that of other mobile homes in the community.
2. The resident will not, without prior written permission from Love Creek, make any alterations, additions or color changes to the home. Plans of the same shall be submitted to Love Creek for written approval and shall include a description of the proposed change and specifications prior to any construction. Love Creek shall review such plans with regard to harmony of exterior design, attractiveness, and location in relation to surrounding structures and topography. Love Creek shall respond in writing to such requests within 14 days of receipt of such plans. All work on approved improvements must be fully completed within 60 days. Additions alongside a mobile home must be no wider than the mobile home and no more than 75% of the length. One shed may be constructed on the lot away from the road. Sheds must be T-11, or vinyl siding, of a color to match the mobile home. It may be no wider than the home and no taller than the eaves of the home, and no larger

than 14 X 20. A building permit must be obtained from Sussex County for all improvements on your lot _____ *Initial*

3. Application for electrical current will be made at the Delaware Electric Coop. in Greenwood DE., in accordance with their rules and regulations, in the name of and by the lessee. Each lessee must give to other lessees, if necessary, an easement to pass down the site boundary line for the purpose of reading electric meters at the rear of some sites.
4. All water and sewer connections must be approved by the community management.
5. It shall be the resident's responsibility to keep the sewer flushed with water and open. If a sewer line becomes clogged because of foreign matter, and not by an obstruction in the main sewer line, the resident will have to pay the charge for cleaning his own sewer line. Cat litter, sanitary supplies, paper towels, disposable diapers, grease, rags, etc. must be discarded in plastic bags and MAY NOT be flushed down the toilet. Any clogging of the sewer lines caused by these items will be opened at the resident's expense.
6. Single lot sanitary septic systems are to be used by the lessee so as not to overburden their permitted capacity. Any maintenance required to the system undertaken by the lessor shall be chargeable to the lessee as a separate maintenance charge. The location of each individual septic system shall be approved by the lessor, prior to the commencement of any work. If the sanitary system serving the lessee's lot serves multiple lots, such system will be maintained by lessor, however, any repair or maintenance required by Love Creek will be charged to the resident as a separate fee and the amount shall be equal to the amount charged by a licensed plumber or other duly licensed operator to correct or maintain the system. Any unsightly or unhealthy condition brought about to any sanitary septic system or on any lot will be cause for cancellation of the lease and immediate removal of the lessee from the lot.
7. In the event public or centralized sewer or water system becomes available, lessee agrees to pay all costs involved to hook lessee's mobile home into the system, notwithstanding any provision of any rule, regulation, ordinance or statute which imposes the charges on the lessor as the landowner. The lessee's share shall be any cost of hookup, any use charges and any recovery charges as shall be determined by proration on a per lot basis.
8. Each mobile home and mobile site must be kept neat, clean and attractive in appearance. This is a continuing obligation and if any mobile home is permitted to deteriorate below the standards acceptable to the lessor then this shall be cause for non-renewal of the lease. Within one month after a mobile home is placed, the bottom of the home shall be completely enclosed by skirting.
9. Fences around each mobile home site tend to make the community more attractive; however, they must be no more than 3 ½ feet in height and must be approved by the lessor.
10. Clotheslines are to be of the umbrella type or have wood or galvanized pipe posts. The posts must be installed in such a way as to prevent leaning. If they are wood posts they must be salt-treated 4"X4" posts. The stringers may not be more than 4 feet long with more than 3 lines and the posts may not be more than 25 feet apart.
11. No advertising will be placed on the resident's lot and no business will be conducted or advertised therefrom. No advertising may be put in the yard of a lot.
12. The responsibility for trimming, pruning, cutting and removing limbs and trees upon any space shall be that of the lessee. Any damage caused to any mobile home or other property from falling limbs or trees shall be suffered by the lessee without recourse to the lessor.
13. Propane gas and oil tanks must be place on the back end of the mobile homes and must be enclosed by a lattice or fence to conceal from view, unless served by an underground system.
14. Each resident is responsible for landscaping his own lot. At a minimum this landscaping will consist of planting of grass or a similar ground cover to prevent dust and mud. Maintenance of the lot and cutting of the grass will be taken over by the lessor at the lessee's expense, if lessee should neglect the upkeep of the lot. Approval must be obtained before large trees or shrubs are planted. Such

plantings may not inhibit access to or the proper installation of septic tanks, water pipes, electric or gas facilities, or the movement of maintenance or fire fighting vehicles. The resident shall keep any garden neat and manicured. Vegetable gardens are permitted as long as they are well maintained with low growth plants and not be permitted to become unsightly. Any tree, plant or shrub planted by the lessee shall become the property of Love Creek and must remain on the site when the resident vacates. The resident must rake and bag all leaves. Burning leaves is prohibited.

15. Compliance with the smoke detector regulation of the state and county is required. Fire extinguishers should be readily available in each home.
16. If a home is substantially damaged by fire, windstorm or other causes, the lessee shall repair or remove the damage within a reasonable time or Love Creek may do so at the lessee's expense. If the lessee elects to repair his damaged home, such repairs shall be begin as soon as feasible after the damage has occurred. All loose damage and debris shall be repaired within 15 days from the date of the damage. If the damage cannot be repaired within 15 days, lessor may require that the home be removed from the community for repair.
17. The lot number must be displayed on the home within 30 days of the placement in the community. The number shall be clearly visible from the street.
18. No external antennas may be erected if cable TV is available in the community. If cable TV is not available in the community a single TV installation will be allowed and shall be limited to 36" above the home. No guy wires are permitted. Radio transmitting and receiving must be approved by the lessor in writing.
19. Window air conditioners must be adequately supported by brackets mounted to the exterior of the home, and may not be facing the street unless otherwise approved by the lessor. Such units may not be supported by any poles or structures which extend to the ground below. Equipment shall be properly maintained so that it is not disturbing neighbors.
20. In addition, to the rights set forth above, the lessor may require as a pre-condition to leasing a site in the community that the lessee repair change or modify any home or other improvement, which, at the discretion of the lessor, does not comply with the above standards.

Charges For Services Rendered

In the event that a Resident fails to maintain Love Creek standards the work will be done by or through Love Creek who will charge a fee as additional rent, amounting to the actual cost of service performed.

Proper Storage

Lawn furniture, bicycles, toys, barbecues, and other outdoor articles, when not in use, detract from the appearance of the entire immediate area and therefore must be properly stored.

Firewood

Any firewood stored on the site must comply with the local County Code, it must be elevated off the ground, kept in a neat and orderly pile limited to 4 X 4 X 4 feet in size and located toward the rear of the site, at least one foot from the house and properly covered.

Driveways, Walks, Porches and Patios

1. Resident shall remove ice and snow from driveways, walks, and patios. Each tenant is responsible for keeping his/her own walkway and parking spaces clear of snow.

2. Porches, railing, and awnings shall be kept in good repair and painted in harmony with the color of the home.
3. Only all weather patio furniture will be allowed for use on porches and/or patios. Unused, rusted, and/or furniture which is unsightly will not be permitted.

Steps

Within thirty (30) days from placement of the home, permanent steps to the home and porches shall be constructed and/or placed. Said steps must be pre-cast concrete or other material as pre-approved by Love Creek. Dealer "lot" steps will not be accepted as permanent steps.

Abandoned Additions

Porches, awnings, underskirting, and screening are the property of the resident. However, if left on the lot at the time of moving, Love Creek reserves the right to remove said property within 24 hours; and if not claimed within thirty (30) days, they shall become the property of Love Creek.

Automobiles

1. Cars shall be parked only in the designated areas (not in the streets or on unpaved areas of the lot.) and, if not being used or untagged, shall be removed from the park for proper parking, storage or disposal.
2. No repairing or overhauling of cars is permitted around the mobile home lot or in the roadways, except minor repairs which can be AND ARE completed in one day on the lot. No bodywork may be performed. At no time shall a motor vehicle be left on jacks or blocks.
3. No more than three (3) motor vehicles shall be parked on the lot at one time. A fee of \$10.00 per night shall be charged for the parking of each motor vehicle over the three-car limit. The parking fee will be billed directly to the lessee. Motor vehicles parked on other Lessee's lots without permission from the other Lessee will be towed away.
4. Motorcycles, motor scooters, motorbikes, mopeds or other two-wheeled motor vehicles will not be permitted in the park. The speed limit for all vehicles is fifteen (15) miles per hour for streets of the park. Speed bumps may be installed or maintained to help enforce the speed limit. No lessee shall drive around a speed bump. Extensive repairs of motor vehicles are not permitted in the park. Inoperable or untagged vehicles may not be brought into the park.
5. Vehicle engines shall not be unnecessarily raced or gunned at any time. All vehicles must maintain muffler systems in good repair and working order.
6. Only licensed drivers with a valid driver's license are permitted to operate a motor vehicle in the park.
7. Commercial vehicles are not permitted to be kept in the park unless otherwise pre-approved by Love Creek.
8. Trucks with gross weight in excess of two (2) tons may not be driven on Love Creek streets or parked on any sites.
9. Abandoned and/or unlicensed vehicles are not permitted to be parked in Love Creek. All vehicles and/or unlicensed will be subject to towing off the premises at the Resident's expense

Guns

No guns of any type or description will be used or discharged within range of the park. No gun will be carried in the park except to and from hunting or target areas outside of the park. The word "gun" includes "BB" guns.

Fireworks

The use of any firecrackers, firearms, BB guns, air guns, bows and arrows, slingshots, or any other weapons or dangerous devices are prohibited within Love Creek.

Alcohol

No alcoholic beverages may be consumed in the public areas of the park. No loud, vulgar, or profane language, nor immoral conduct or drunkenness will be permitted.

Outside Fires

Burning of leaves, trash, or other material within the park is strictly prohibited. Outdoor cooking of food is permitted within the park, providing the BBQ equipment is safe and in good condition and a responsible adult is in attendance.

No Sub-Leases

No tenant may rent or sub-lease the space hereby rented. A violation of this restriction will constitute immediate cause for cancellation of the lease. _____ *Initial*

Vandalism

Any lease may be cancelled if the Lessee, or any person for whom the Lessee is responsible, is found guilty of vandalism or a violation of any criminal law of the State of Delaware within the park.

Animals

1. No pets are permitted.

Insurance

Each Resident is required to have COMPREHENSIVE INSURANCE on his home and all automobiles, including, but not limited to; liability, fire and casualty, loss of contents, and medical liability. Resident acknowledges that he is fully and solely responsible for any and all claims for injuries, damages, or losses occurring in his home or on the lot leased by him. _____ *Initial*

Restrictions

1. Management reserves the right, from time to time, to amend or supplement the foregoing restrictions and to adopt and promulgate additional restrictions applicable to the leased premises.
2. Lessee agrees to comply with all such amended restrictions upon notice from management.
3. In judging the performance of the Lessee of the various conditions of the lease and of obedience to the restrictions from time to time imposed, the judgement of the Lessor are final.

Guests

1. Overnight occupancies shall be limited by the DNREC Septic Permit. The occupancy of your lot is limited to _____people. Overnight guests may occupy the mobile home ONLY when the registered tenant is present unless the guest is a member of the immediate family of the tenant. There shall be an 11P.M. curfew for those under the age of 18 years of age. _____ *Initial*
2. All guests must be made aware of Park's rules and regulations, prior to their arrival or immediately thereafter.

Garbage

Garbage must be put in plastic bags which are sealed shut. No garbage bag may weigh more than 40 pounds. Garbage must be set out within three feet of the pavement of the road in front of your lot. Do not put animal waste in with the garbage. Tenant in responsible for accumulation of trash between collection dates in containers protected from animals. Cans should be placed behind the home between collection dates.

Water Lines

1. The park water lines extend as far as and including the curb stop. The lines from there to your home are your responsibility. It is your responsibility to prevent damage to these pipes by freezing and also by physical abuse, such as tying a pet to them or pulling on a garden hose.
2. Water shall not be wasted. You are allowed to wash your own cars, but not those belonging to people outside the park. You may water your lawn and garden but not to the point that water begins to run off your lot. Water may not be supplied to persons outside the park, and laundry may not be done in your home for people not tenants of this park.

Marina

1. There is no crabbing permitted from the docks or embankments.
2. Children must be supervised by an adult while at the marina.
3. Any boat not owned by registered residents of Love Creek Park, including boats of guests, must pay the current ramp fee.
4. No boats or boat trailers may be stored in the field or other common areas of the park. Boats not belonging to a registered tenant of the park may not be stored on a lot in the park. No tenant may store more than two of his own boats on his lot.
5. Only those people who have rented boat slips are allowed on the docks.

Complaints Under Restriction

Any tenant who has a complaint about another Lessee under these restrictions must make his complaint in writing to park management. The complaint will be kept in confidence.

Amendments By Law

If any covenant of the lease, or any of these restrictions which are not part of the lease, should fail to comply with any requirement of any valid law of the State of Delaware, the law shall be applied and the legally binding requirements of the law are for that purpose incorporated by reference into this agreement.

I/WE HAVE READ AND UNDERSTAND THE PARK RULES AND AGREE TO COMPLY WITH THE SAME. I/WE ALSO UNDERSTAND THAT DISREGARD OF THESE RULES AND REGULATIONS IS CAUSE FOR EVICTION.

LOVE CREEK MANAGER

TENANT

TENANT

DATE

DATE