



Ridgewood Manor II

A 55 Plus Manufactured Housing Community
3023 South DuPont Blvd
Smyrna, DE 19977
ridgewoodmanor.com
(302) 653-2927/(302) 653-9072 Fax
ridgewoodmanor2@yahoo.com

“Rules and Regulations”

DECEMBER 1, 2016

We welcome you to RIDGEWOOD MANOR a 55 Plus Manufactured Housing Community. These Rules and Regulations have been made to protect your investment, increase the value of your home, and enhance the beauty and the desirability of living here. The sincere desire of the Community Manager is to make our Community a beautiful, comfortable, and enjoyable place for you, your family and neighbors to live, and trust that this will be the goal of every person living here. The following Rules and Regulations have been adopted in accordance with the laws of the State of Delaware. For a good, basic understanding of the responsibilities of Resident and Community Manager Relations, these Rules and Regulations are mutually accepted and agreed to as follows:

1. RENT—SECURITY DEPOSIT

Monthly rent is \$ Call For Price for one person and \$10.00 for each additional person and child. Monthly rent for a corner lot or large double wide lot is \$ Call For Price for one person and \$10.00 for each additional person and child. Monthly rent includes sewer and garbage(household garbage)collection. Metered Water(utility) is through Artesian Water. Resident pays for their daily water usage(utility) and will be billed monthly. Rent and Utility(water) Charges are due on the first(1st) day of every month. If rent and utility(water) charges are not paid within five (5) business days, of the first(1st) day there will be a late charge of twenty-five dollars (\$25) added to your monthly rent. Rent will be paid by Check or Money Order only. Cash will not be accepted. All Residents are required to pay a Security Deposit (Non-Interest Bearing) equal to monthly rent. Security Deposit will be increased to equal monthly rent as rent increases. Security Deposit is refundable when Resident vacates, less any unpaid rent or damage to property. There is a five dollar (\$5.00) deposit on mailbox keys. The deposit is refundable when all three keys are returned when Resident vacates. For Residents taking possession of the lot on other days of the month, not the first, rent will be prorated and paid the day the Resident takes possession of the lot.

2. REGISTRATION OF RESIDENTS AND HOME

- a. Delaware law requires the registration of both the Residents and the Manufactured Home. The following information is required at the time of Lease signing:
 1. Copy of title, lien or encumbrance information for file;
 2. Name(s) of home owners;
 3. Name(s) of Resident;
 4. Manufacturer name;
 5. Serial Number;
 6. Size
- b. Resident understands that this community is an active adult community housing residents that are 55 and older. Residents acknowledges that one or more persons living in the home is 55 or older and that no persons living in the home is under the age of 18.
- c. Residents 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 Community Manager, no persons other than those listed on the application as occupants or defined as Residents shall be permitted to occupy the Premises. Minors will not be allowed to reside in home without adult supervision. At least one Community approved, title owner of the home must occupy the home at all times. Manufactured Home shall be occupied by no more individuals than are suitable and satisfactory for the Manufactured Home of its particular size and type. A maximum of two (2) people per bedroom is appropriate for the home.
- d. Resident(s) needs to provide the following information to the community office: names, date of birth, vehicle information, and relationship to Resident of any new person(s) moving in with the Resident during the Lease period, along with a payment of an application fee of \$50.00 per Resident over the age of 18.
- e. Ownership of a manufactured home (due to inheritance or gifting) does not guarantee approved occupancy in Ridgewood Manor.
- f. After completion of sale, a copy of the title to home must be supplied to the Community Office within 45 days.

3. CRITERIA FOR NEW HOME, HOME BEING SOLD, OR RETAINED IN THE COMMUNITY

- a. In assessing the condition of the home, the following factors will be considered: exterior appearance, cleanliness, paint, windows, screens, and frames, steps, doors, awnings, interior housekeeping and maintenance, type of heat (gas only), and other factors normally taken into consideration in the appraising of a home. Manufactured Home Standards Exhibit J will be used to evaluate placement of a new or used

home or retention of an existing home that is For Sale. The appearance of the home must not be offensive. The home must blend in with the other homes of the Community and be otherwise environmentally acceptable.

b. The minimum size for home placement or retention in the Community shall be 14x70 for single wide or 24x45 for double wide, unless approved by Ridgewood Manor. All homes must have lap vinyl siding, a shingled roof, shutters all around, steel front door with storm door, gas heat, and detachable hitch. All homes must have an exterior faucet and check valve with a heat tape and insulation on water line. All homes must be anchored securely. Anchoring must be completed immediately after placement. If home is traded, all requirements apply to new home. Central air conditioning only-No window units.

c. No metal or vinyl siding sheds. Only one wooden utility sheds, no smaller than 8x10, with T1-11 siding, a shingled roof, side wall height not to exceed 6'6", height of roof peak not to exceed 9'6", painted to match Manufactured Home, and shed trim to match shutters on Manufactured Home. Sheds are not permitted to be built in the Community. Residents must see Community Manager to get details about the types of materials allowed for repairs on sheds. Sheds may be repaired with Pro-Bead Soffit/Wainscot or Pro-Select Soffit manufactured by ALCOA Home Exteriors with material color to match Home and trim color to match shutters on Home. Resident are required to maintain Insurance on the home including but not limited to liability, fire, and casualty and loss of contents. Resident must also maintain insurance on all additions, shed and other improvements. Residents must keep property taxes current.

d. Fuel oil furnace may not be brought into the Community. Upon change of home ownership and/or the need of replacement of fuel oil furnace, all fuel oil furnaces must be converted to propane gas. Any oil spill, whether new or old, must be cleaned up and any contaminated soils removed in the manner required by DNREC and/or the EPA, at the sole expense of the Resident, and the sole satisfaction of Ridgewood Manor. Please call the Community office for additional information and instructions on the above.

4. ADDITIONAL CONSTRUCTION AND PLACEMENT STANDARDS

a. All construction, skirting, decks, steps, ramps etc. of any type new and old must be maintained throughout the tenancy. Any new construction and skirting in the Community must be completed within thirty (30) days from date of Community Manager's written permission. The skirting must be complete, intact, and attractively installed, "with no holes". Unattractive skirting will have to be replaced with the same type and style of skirting that is already used on the home.

b. All construction of any type, including but not limited to, carports, patio covers, enclosures, utility sheds, decks, steps, ramps, skirting and any additions must be approved in advance in writing by Community Manager prior to installation. Only Silver Top awnings and sunrooms are permitted. A permit is required by Kent County for utility sheds, awnings, decks, and all other improvements.

c. A picket or stockade enclosure is to be built around your utility tank to hide them from view as soon as possible and thirty (30) days after entrance into the Community. Utility tanks must be rust-free and freshly painted.

d. Corrugated fiberglass paneling and wood lattice is not permitted for any purpose. Plastic lattice is permissible.

e. Placement and anchoring of shed, clotheslines and planting of trees and shrubbery must be approved in advance in writing by Community Manager prior to any placement thereof to prevent damage to underground utilities and must be maintained throughout the residency.

f. Exterior TV antennas and CB or FM antennas are not permitted. ONLY ONE Satellite Dish that does not exceed twenty-four inches (24") will be permitted on top of roof at the back of home after written permission. Without written permission your satellite dish will have to be removed.

g. Only fiberglass steps 48" wide and 30" deep or deeper with two(2) rails on both sides will be permitted on the concrete patio. No wooden steps, decks, and ramps on the concrete patio. Only fiberglass steps and Community approved (by Community Manager) wooden steps, decks, and ramps are permitted. Wooden steps, decks, and ramps must have skirting around the lower part of the step, deck, and ramp. Spindles must go around all railings on steps, decks, and ramps. No concrete steps are permitted, as installation and removal causes too much damage to Manufactured Home lot.

5. PETS

a. Pets are permitted in the Community subject to the following limitations:

1. One house pet not exceeding 30 pounds at maturity. No Aggressive Breeds in the Community;
2. Community Manager must see the pet in the Community Office for the purpose of approval and registration prior to its entry into the Community;
3. Written registration of pet must be completed within 5 days of approval by the Community Manager;
4. Visiting pets must be registered and approved;
5. Ridgewood Manor II Inc. reserves the right to approve or disapprove any pet for any reason.

b. Having an unregistered pet within the Community shall be grounds for termination of the rental agreement.

c. Pets, which create a disturbance or unpleasantness, shall at the request of Community Manager, be removed from the Community.

d. All pets must be on a leash when outside and may not be tied or kept outside longer than a half hour (1/2 hour). Pets are not to be tied out while you are away and pets may not be kept outside overnight.

e. Cats are not permitted to run, loose at any time.

f. State law - It is the Residents responsibility to remove all pet solid waste. All solid waste from pets must be cleaned from lawns, sidewalks, patios, and common areas by the Resident as soon as it is placed there.

g. Outside dog houses or other structures that are used to house any type of animal are not permitted.

h. Resident may request permission for a second pet. All requirements which apply to first pet also apply to second pet. In addition Community Manager may at its discretion refuse to allow any second pet even if it conforms to 5(a-g).

6. QUIET HOURS—NOISE LEVELS—GENERAL CONDUCT

- a. All Residents must observe quiet hours between 10 PM and 7 AM, and this means there shall not be any loud noises from any source. Playing TV's, radios, radios from cars in driveway or from cars driving down the street, loud motorcycles, stereo systems, musical instruments or any electronic device, loud talking or shouting and swearing at any time, at a level which permits such noise to be heard in the home next to the source of the noise will not be permitted. In order to maintain this Community as a peaceful, enjoyable and quiet place to live, those persons (residents, tenants, guests, visitors) causing complaints from loud parties, public drunkenness, being noisy and unruly, engaging in immoral or criminal conduct, vandalism, and disturbances in general will have their Lease Terminated.
- b. Residents/tenants shall be responsible for the conduct of the members of their family, as well as that of their guests/visitors, and shall be liable for any damages caused to property of others. Everyone is to respect personal property of others as well as their lot boundaries. Everyone is expected to conduct themselves in a dignified and neighborly manner. Please be considerate of others, especially in noise control and respecting lot boundary lines. The riding of bikes or skateboards on the sidewalk is not permitted; only wheel chairs or three wheeled bikes operated by Senior Citizens will be allowed. Residents must keep their children from blocking the street, be considerate and move out of the way of oncoming cars. Residents must also put all children's toys away at night.
- c. No advertising or business may be conducted from within Ridgewood Manor II Inc.
- d. For sale signs are permitted after receiving written permission from Ridgewood Manor, but the size, location, and duration of display of the For Sale sign shall be regulated by Ridgewood Manor. No letter signs or insignias shall be displayed on any lot, home or window except owner's name and address.
- e. Any Resident who has a complaint about another Resident violating these Rules and Regulations must make his or her complaint in writing to Community Office. Complaints relative to any Resident and family in the Community will be discussed privately with the particular Resident or family involved. After the Resident or family has been properly notified in writing, eviction proceeding will be initiated if the complaint has not been remedied. All complaints must be signed by the complaining party. If the complaint is unsigned, it will not be pursued by Community Office.
- f. No peddling or soliciting or commercial enterprise is allowed in the Community without first obtaining written consent of Community Manager. Residents should notify the Community Office immediately of any solicitors.
- g. **Curfew** SUMMER - All children under the age of seventeen (17) must be off the streets by ten (10:00) p.m.
Curfew WINTER - All children under the age of seventeen (17) must be off the streets by nine (9:00) p.m.
- h. No personal basketball hoops and/or personal trampolines are permitted on your lot or in the Community.

7. VEHICLE RESTRICTIONS—VEHICLE PARKING—VEHICLE REPAIRS

- a. All residents, their guests, and all persons must obey the 15-Mile Per Hour Speed Limit. Careless or reckless driving is sufficient cause for Lease Termination. Commercial trucks or vehicles over one (1) ton will not be permitted in the Community. Flatbeds, utility trailers, car haulers, construction trailers, electric/gas scooters, go carts, dirt bikes, mini bikes, trail bikes, ATV's, four wheelers, loud motor bikes and loud motorcycles are not permitted in the Community. Motorcycles may be driven to and from the Community. Joy riding will not be permitted in the Community.
- b. Parking on the streets, sidewalks, and lawns is not permitted. Driving on the sidewalks and lawns is not permitted. No parking on the sidewalk in front of your home. No parking boats or campers or similar vehicles on the lawns. Vehicles parked in other unauthorized places and parked in common area without prior Community Manager approval are only allowed there five (5) days, or will be towed from the Community at the expense of the offending Resident. All vehicles disabled for an unreasonable amount of time or unregistered and not road worthy shall not be permitted to remain in the Community.
- c. Only boats, campers and similar vehicles less than 22' long that are owned by residents that live in Ridgewood Manor can be stored on resident's driveway. During off season months, from December 1, to April 1, all boats and campers are NOT PERMITTED TO BE STORED ON RESIDENT'S DRIVEWAYS. However, they can be brought in for loading and unloading for a period of no longer than 48 hours (forty-eight hours). All other months; boats, campers, and similar vehicles less than 22' long can be parked on resident's driveway only after there is enough parking for resident's vehicle. Otherwise all larger campers, boats and similar vehicles are not permitted to stay in the Community. Motor homes are not permitted to be stored on resident driveways.
- d. No major vehicle repairs are permitted, and vehicles must not be blocked or jacked up longer than 24 hours. Minor repairs or vehicle washing can be done, but only on vehicles owned by the Residents of the Community. Oil or other chemical spills on roadways, lawns and any parking area, are the responsibility of the Resident and must be cleaned up immediately by the Resident.

8. SERVICES AND UTILITIES

- a. In General - The Resident shall pay for all utilities, commonly known as telephone, cable, electric, water, propane gas used or consumed upon the premises. Metered Water is through Artesian Water. Resident pays for their daily water usage and will be billed monthly.
- b. Connections - The Resident shall make arrangements with local utilities serving the Community for connection of service.
- c. Maintenance
 1. The Resident must maintain all water, sewer, electrical and energy connection from the outlets above ground or in the ground from the home to the utility posts. The light posts are to be maintained by Resident and must be operating during the hours of darkness. Light posts take a 40 watt or energy saving light bulb. If management must replace light bulb, a service charge of \$50.00 will be charged.
 2. To help responding emergency personnel, and local utilities serving the Community, it is required that Residents affix their Lot Number to the Home. These numbers should be 4 inches in height, fix to the house facing the street. Also, these numbers should be made of a durable and clearly visible material that contrasts in color from the home to which it is affix.
- d. Sewer/Water - Do not flush anything down your drains such as rags, clothes, hard paper, paper towels, sanitary napkins, tampons,

disposable diapers, or items made of plastic or rubber to prevent sewer line clogging. These items should be wrapped up in paper and deposited in the garbage. If a sewer line is clogged up due to foreign matter of this kind, the Resident will be responsible for paying the cost of cleaning the sewer lines, the cost of any materials used in making repairs, and labor costs. It is the responsibility of each Resident to maintain tight fitting drains and sewer outlets on all fittings at all times. It will be the responsibility of each Resident to maintain their own heat tapes to prevent frozen water lines. Leaking spigots and exterior faucets must be repaired immediately, as freezing weather causes slow running water to freeze in sewer lines.

9. LAUNDRY

Only laundry of Residents shall be washed in the Community. Anyone doing laundry from others not living in the home will be charged \$50.00 per month extra. Only SINGLE POLE wash lines are permitted and the location of said pole must be approved in writing by Community Manager before it is installed. This is to prevent damage to underground wires and pipes. There shall be no clothes or wash placed or allowed to remain on wash lines on Sundays or Holidays or for any unreasonable lengths of time.

10. MANUFACTURED HOME AND LAWN MAINTENANCE—FENCES

a. Residents are required to maintain their lot, manufactured home, skirting, steps/decks, awnings, sheds and any other additions in accordance with the general decor of the Community.

b. In order to maintain the appearance of the Community lawns must be kept neat by being mowed, trimmed, and edged around all curbs, sidewalks, patio, driveway, shed, and home. There shall be no mowing of grass or use of gas or electric motor tools on Sundays and Holidays. Any lawn that is neglected and not mowed, trimmed or edged even after proper notification, will be mowed by Management or its designee, and a fee of \$50.00 and up will be charged to the Resident. There is to be no blowing of grass on the streets or sidewalks. There will be a \$50.00 charge if Management is required to remove grass cutting from the streets or sidewalks.

c. Residents must maintain the lot and the patio screen rooms/sunrooms in a clean and sanitary condition free of garbage, rubbish, bottles & cans, interior furniture, construction material, wood, broken lawn mowers, broken gas grills, appliances, bikes and/or other debris/rubbish.

d. Residents are encouraged to plant flowers around patios and walkways to enhance the appearance of the Community. Planting of flowers, trees, shrubbery, etc. must be maintained throughout the residency (no overgrowth of weeds). Any flower bed or garden area that is neglected and not maintained even after proper notification, will be weeded by Management or its designee, and a fee of \$50.00 and up will be charged to the Resident. Any new landscaping at the residency must be completed within (30) days from date of Community Manager's written permission. Community Manager must approve any other digging to plant trees and shrubbery in writing before said digging takes place. Whatever is planted in the Community becomes the property of the Community, and must remain when the Resident vacates the premises, unless the Resident receives written permission from Community Manager to remove something that was planted. Decorative ponds are not permitted. If any Resident digs to plant something, or digs for any reason, and thereby causes harm to anything underground, it is the responsibility of that Resident to repair whatever is harmed or pay for the cost of repairs, materials and labor.

e. No fences of any kind are allowed, unless our rules are overruled by Local Ordinance. No new above ground pools are permitted. Existing pools can not be replaced once they are removed. Pools are to be maintained in operating condition every summer. No Children's wading pools(Kiddie Pools) are permitted on your lot or in the Community.

f. WOOD - Any resident who has a wood burning stove or fireplace may have no more than one (1) cord of wood on the lot. The wood must be neatly stacked directly behind the home, but not so that it is over any utility lines. Wood may not be cut on the lot at any time. No burning of trash or open fires will be permitted in the community.

g. Holiday decorations are to be up no more than 30 days before the Holiday, and must be taken down within 20 days after the Holiday.

h. Exterior of the Manufacture home, skirting, shed and steps/decks must be power washed to take the mold and dirt off to keep the outside of the Manufacture Home clean and looking new.

11. KEEP OFF OTHER LOTS

All Residents, guests, adults, as well as children, should limit all their activities to resident's own lot. Residents must not cut across another Residents lot. Lots are not a playground for children to play on, please keep children off.

12. GARBAGE

a. Household garbage collection is provided by Ridgewood Manor. Collection day will be designated by Ridgewood Manor.

b. Garbage must be kept in water tight 32 gallon containers only then set out in plastic bags at the curb no earlier than the morning of pickup. Please, for the convenience of your neighbor, do not put garbage containers out at any other time. Garbage containers need to be removed from the curb the same day after garbage has been collected. All garbage containers are to be stored off the driveway, off the patio, and off your steps and decks.

c. All trash, paper and any other garbage must be in garbage containers and cardboard boxes tied together, so as not to cause a litter problem. Grass, shrubbery cuttings, raked leaves, and all yard waste are to be kept separate from your household garbage and placed out at the curb on collection day(garbage day). It is the Residents responsibility to separate from household garbage and take all glass, cans, electronics, newspaper, plastic, batteries and oil to a recycling center. Recycling centers located at Cheswold Collection Station on Fork Branch Rd, and Pinetree Corners Rd Transfer Station. Any persons causing a litter problem will be charged a clean-up fee of \$50.00 and up. Resident shall properly dispose of furniture, appliances, gasoline, oil, antifreeze, paint or any other product which may cause an environmental hazard. If any improper disposal is done by Resident then the Resident shall be responsible for the activity, and the activity

will be reported to the State Department of Natural Resources and Environmental Control and the Federal Environmental Protection Agency. There are proper ways to get rid of these types of materials, and Residents are responsible for dumping and disposing of these materials in accordance with State and Federal Laws and Regulations.

d. Ridgewood Manor will provide large item disposal (other than household garbage) for an additional fee of \$5.00 and up.

13. SNOW REMOVAL

There is to be no shoveling or blowing snow on the street and sidewalk. Residents are required to remove snow and ice off of the four foot wide public sidewalk along the street in front of your lot and driveway within 48 hours after each snowfall or drifting snow from high winds, no matter how many inches of snow accumulates. This is for the safety of yourselves, other residents and visitors. If this is not done, Management or its designee will remove the snow from the sidewalk, and the Resident shall be responsible for a \$50.00 and up snow removal charge. No rock salt. No residents, home owners, visitors/guests, and contractor shall use rock salt on concrete surfaces to melt snow or ice for this will cause damage to the concrete surface. However, Qik-Joe or Ice-Melt specified in its' labeling as safe for concrete for this purpose.

14. WEAPONS

No Resident or guest may discharge or fire any type of weapons, guns, bow and arrow, hunting instrument, BB gun, air gun, paintball gun, or sling shot in the Community. All weapons must be transported in their carrying case to and from the Community. All Residents and guests shall follow the Delaware State Laws when pertaining to all weapons.

15. RENTING—SUBLEASING

No Resident is permitted to rent, sublease or sublet. Subletting and/or subleasing and/or renting is not permitted in this Community. Homeowner must be a Tenant and a Resident in the home.

16. RIDGEWOOD MANOR II INC. NOT RESPONSIBLE FOR AN INJURY OR ACT OF NATURE TO PERSONS OR PROPERTY

Ridgewood Manor II Inc. is not responsible for damage, injury or loss caused by accident, theft, fire, mischief, acts of third parties, or acts of nature to either Resident, persons related to Resident, property of Residents or their guests. Residents are hereby notified that they will assume all risks and responsibility in these matters.

17. FIRE AND STORM DAMAGE

In case of damage to a Resident's home either by fire or storm, the Resident must contact the Community Office afterwards for an assessment of the damages and receives Ridgewood Manor's written permission for the home to be permitted to remain in the Community.

18. RIGHT TO AMEND RULES AND REGULATIONS

Ridgewood Manor reserves the right to alter, amend or change any of these Rules and Regulations, in accordance with the procedures set forth in the Delaware Code. Said alterations, amendments, or changes shall become part of these Rules and Regulations and part of the Resident's Lease.

19. BREACH OF RULES AND REGULATIONS

If a Resident breaches any of the above Rules or Regulations, Community Manager will notify the Resident of said breach, and pursuant to the provisions of the Delaware Code, Community Manager may terminate the Lease and seek possession by an appropriate court procedure.

I (WE) hereby acknowledge the receipt of the Ridgewood Manor Rules and Regulations. I (WE) have been given an opportunity to read said Rules and Regulations. I (WE) agree to comply with each Rule and Regulations stated herein.

Tenant/Home Owner

Date

Tenant/Home Owner

Date