

## **PINEWOOD ACRES LLC RULES AND GUIDELINES**

Welcome to Pinewood Acres LLC. Management is committed to making this a community that is safe, beautiful, and an enjoyable place for you, your family, neighbors, and guests. The following Rules and Guidelines are in accordance with Chapter 70 of the Delaware Landlord Tenant Code and are designed to protect your investment and increase the value of your home. The responsibilities are set forth clearly below. **By signing your lease, you agree to the following:**

### **SECTION 1: DISCLAIMER**

1. Residents agree to hold Management harmless from all claims, demands, causes of action, or liability against Management for personal injury and/or property damage occurring within the confines of the community including but not limited to equipment, apparatus, and facilities accidents, injuries, loss of property, fire, winds, flooding, or any act of nature. This **exemption from legal liability** shall include but shall not be limited to all costs incurred by Management in defending any such claims, demands, or actions of law.
2. Failure for any Resident, children, and/or guests to comply with the Rules and Guidelines, statutes, laws, or ordinances of any public authority, water district, municipality, or the State of Delaware shall be grounds for **termination of the Resident's lease** as outlined in the Delaware Landlord Tenant Code.
3. Any **finances or penalties** charged to Residents due to the violation of the Rules and Guidelines, ordinances, statutes, laws, or ordinances shall be the sole responsibility of the Resident.
4. Tenants **accept the premises including parking** in its current condition ("as is") and thereby releasing Management and/or Owner from any responsibility for injuries or damages occurring upon or in any way connected with the premises or nearby streets.
5. **Potential claims** for damages that may occur by re-entering and/or taking possession of the lot by Management according to the Landlord Tenant Code are waived by the Resident.
6. Residents are held **responsible for any damage** caused by any item on the outside of the home in the event of a storm or severe weather conditions.

7. Residents will be **responsible for the conduct** and/or **held liable for any injury or damages** including but not limited to buildings, grounds, playground equipment, lease premises, any property of others including pets incurred by a Resident, their family member, pets, or guest.
8. From time-to-time Landlord may have reasons to ban an individual from the community. If an individual is banned, no one may allow that person to visit on their rental property or within the rental community. A violation of a ban notice is a violation of the lease.

## **SECTION 2: FEES**

1. **Application fees** apply for a potential lease holder is per applicant. And per applicant for anyone 18 years or older for a Resident application.
2. Tenants will be liable for all **legal service fees** including court, filing, and service fees incurred by Pinewood Acres LLC in the collection of rent or enforcement of rules.
3. Any money paid to Pinewood Acres LLC will be **applied to any outstanding balance on the account**.
4. A **security deposit** equal to one month's rent plus **first month's** rent is due the day the lease is signed. The deposit will be returned by mail 30 days from the date of moving out provided the home and lot are in good standing and the account balance and taxes are paid in full.
5. All Lease Holders are required to **pay property taxes in full each year**. Non-payment of property taxes can result in termination of lease.
6. **Lot Inspection Violation** Fee will apply until home and lot meet Community Standards. Non-compliance can result in termination of lease.
7. **Non-compliance for grass cutting and edging** after written notice will apply. There is a fee to mow and a separate fee to trim grass/yard.

### SECTION 3: RENT

8. Rent is **due on the 1<sup>st</sup>** of each month by credit card, money order, or check. There is a **grace period** of 7 days.
9. The **late fee** is \$25.00. **Returned check fee** for insufficient funds is \$25.00.
10. Management reserves the right to require **certified funds** if checks fail to clear.

### SECTION 4: APPLICATIONS - APPROVAL - RESIDENTS

1. All Residents over the age of 18 and Lease Holders must be **approved prior** to living in Pinewood Acres. If a resident turns 18 while living in the community, they must complete the Resident Application Form including signature from the lease holder allowing Pinewood Acres to perform a background check.
2. All children are to be listed with complete birthdates on the application.
3. Potential Lease Holders and/or Residents must **complete and sign** an application, pay the appropriate application fee, provide a photo ID, and social security number.
4. **Approval & denial** to live in Pinewood Acres is based on information from consumer credit reporting agencies, law enforcement agencies, and/or public record.
5. No **additional persons**, except those originally approved are to reside in the community without prior written approval from Management. This includes guests residing more than 14 days. Additional residents will be subject to the appropriate application process and fees.
6. Management reserves the **right to refuse** admittance to any additional persons.
7. Any person giving **false information** or lives in the community without the Management's knowledge is subject to termination of the lease.
8. **Any person who is banned** from living in Pinewood Acres may be prosecuted for trespassing.

9. Homes that are no longer the primary residence of the owner may **NOT be leased or rented** without prior approval from Management.

#### **SECTION 5: PAPERWORK**

1. All Residents must provide Management with a **copy of the Title** to the home. If there is a mortgage on the home, Residents must register the make/model, year, size, bedrooms, bathrooms, and serial/VIN number with Management.
2. Residents are required to carry Mobile Home **insurance**.
3. All paperwork and requested information by Management must be **completed within 30 days**.
4. **Current telephone numbers** of all Residents and an **emergency contact** must be listed with Management in the event of an emergency.
5. **Personal Resident information** and/or rental history may not be released to lending institutions, rental companies, or other private agencies without written consent of the Resident.
6. Residents must notify Management when **moving out** in writing **60 days** prior to the sale of their home.

#### **SECTION 6: HOME AND LOT REQUIREMENTS**

1. Once the lease is signed, Management is **no longer responsible for maintenance** to the lot/property.
2. All homes and lots must comply with all **Community Standards** for Pinewood Acres, LLC. If homes **cannot be maintained**, it will not be allowed to remain in Pinewood Acres.
3. Written **approval** from Management must be given BEFORE any **home improvement** projects including but not limited to installation of decks, ramps, sheds, concrete work, porches, or fencing. Kent County **permits** may be required.
4. An **inspection** of all 4 sides of the home and lot will be conducted annually and any time deemed necessary by Management. All required repairs or maintenance will

be listed with a time frame to complete the work. Non-compliance will result in a possible termination of lease.

5. Management reserves the right to **mow and/or trim** any lawn that has been given prior written notice. Fees will apply.
6. Prior written approval must be given for location and type of **patio coverings, canopies, and tents**. Camping tents may only be up for 72 hours.
7. Charcoal grills, gas grills, and smokers are permitted. Fire pits that have a screen on top or are gas operated will be permitted.
8. **Community Yard Sales** will be allowed 2 times a year as determined by Management.
9. Management reserves the **right of access onto all lots** for the purpose of inspection and utility maintenance.
10. **Pools** deeper than 12" are not allowed. They must be emptied after use and may not be unsupervised for the safety of all children.
11. **Toys** are not to be stored outside of the home.
12. No **individual swing/play sets or full-size basketball hoops** are allowed in the community.

#### **SECTION 7: MAINTENANCE/Emergency Calls**

1. Any **maintenance concerns** are to be brought to the attention of the Management Office.
2. Pinewood Acres Maintenance employees are NOT permitted to make any **personal repairs** to the homes or property of Residents.
3. Residents are **NOT to approach** Maintenance while they are repairing any type of water issue. This is for the safety of both Residents and Maintenance employees.

## SECTION 8: SEWER - PLUMBING - UTILITIES

1. The sewer outlet is open and clear prior to moving in. **Residents are responsible for any partial or complete stoppage from the home to the main sewer line.** It shall be the Resident's responsibility to maintain tight drains to the sewage outlet. If a sewer line is clogged due to foreign matter and not by an obstruction in the main sewer line, the **Resident is responsible for that repair and/or expense.**
2. Maintenance is not responsible for any **plumbing issues from the inside the home** to the main water shut off valve.
3. Each Resident is solely liable and responsible for keeping the water and sewer connections from **freezing and breaking.**
4. Plumbing must be kept in good condition and repairs addressed immediately. The **Management reserves the right to shut off the water supply to a home** if a water leak exists if it is in the best interest of the Community.
5. All gas, electric, water, and sewer **connections** must be kept in sanitary, safe, and leak proof conditions.
6. All above ground propane tanks must not be visible from the road. They must be on the back side of the home.
7. Due to underground utilities, **any digging** must have **PRIOR written approval** from Management and MISS UTILITY (800) 282-8555 must mark all lines. High voltage electric transmission lines run underground to all lot spaces.

## SECTION 9: TRASH

1. Place all **trash in cans** at curbside on trash removal day. All cans must be brought up from the curb within **24 hours** of trash removal.
2. All trash must be **secure** in the receptacle to avoid it falling out or blowing away. If trash, broken glass, or any item is not picked up, it is the responsibility of the Resident to **pick up and dispose** of these items within 24 hours of trash removal.
3. **Construction debris** must be disposed of by Residents to dumping facility.
4. **Burning of any trash** is prohibited.

5. All yard waste should be placed at end of parking pad in biodegradable bags or yard waste cans (must be liftable and have drainage holes) for pick up weekly weather permitting.
6. **Bulk pick up** (large items such as furniture, mattresses, tv, etc.) is twice a month on designated days to be posted by Management.

## **SECTION 10: PARKING - VEHICLES**

1. **Parking** is only allowed on the parking pad or over-flow parking areas. Unless prior approval has been given by Management.
2. All vehicles **must be registered** with Management.
3. **No street parking, parking on the grass, or parking in front of cars** (cars already parked on parking pad) is allowed. This is a Fire and Public Health and Safety regulation. Non-compliance could result in the vehicle being **towed without notice**.
4. **Any damage** to yard/lot as a result of vehicles must be repaired by the Resident.
5. **Towing fees** due to illegal parking is the responsibility of the vehicle owner.
6. There is **over-flow parking** by the playground, front office (with the exception of M-F from 8 A.M. – 5 P.M. at the office), and end of Norway Drive.
7. No trucks **larger than 5 tons** will be permitted in the community.
8. **Small commercial vehicles** for work purposes are allowed if they fit completely on the parking pad and weight does not cause damage to concrete/paving.
9. **All vehicles** must be in running condition, have current registration, no expired tags, and insured or they must be removed from the community until brought up to these standards and can be **towed without notice**.
10. Any vehicle **leaking fluids** such as gas, oil, etc. must be repaired immediately to avoid damage to parking pad.

11. **No vehicle maintenance or vehicle repair businesses** can conduct work/business at the home/lot.
12. **Pedestrians** have the “right of way” at all times.
13. **No recreational vehicles or utility trailers** such as but not limited to boats, travel trailers, tent trailers, campers, or RVs are to be stored in the community.
14. **Mini-bikes, motor (dirt) bikes, go-carts, 3 or 4 wheelers** are prohibited.

#### **SECTION 11: COMMUNITY LIVING CONSIDERATIONS**

1. **Quiet Hours** are from 10:00 P.M. – 8:00 A.M.
2. **No Soliciting** within the Community without prior written approval by the Management.
3. The **Speed Limit** is 10 M.P.H.
4. There is **no trespassing** on another lot without permission.

#### **SECTION 12: COMPLAINTS AND ILLEGAL ACTIVITY**

1. Residents are to **address questions, concerns, complaints, and comments regarding the community to the office**. Maintenance will not address any of these issues.
2. The Property Manager has the proper **legal authority** to handle any issues concerning Pinewood Acres, LLC.
3. Management will not be responsible for **neighbor disputes** unless community Rules and Guidelines have been violated. If there is a concern for anyone’s health, safety, or welfare of another, the Police should be called immediately. **Complaint Forms** will need to be completed regarding any problem.
4. All Residents have the right to a **peaceful and quiet environment**. Excessive noise, loud parties, excessive volume of music (including instruments), excessive/prolonged noise of vehicles, televisions, profane, loud or abusive/threatening talk or conduct is not allowed.
5. Verifiable **illegal activity** engaged in by Residents, children, and/or guests including but not limited to vandalism, theft, dangerous behavior including acts of violence or



threats of violence, public drunkenness, drug activity of any kind, or any actions that may create a healthy and/or safety issues is strictly prohibited. Police and Management need to be notified immediately.

6. Verbally berating, cursing at, or threatening **harm to any Personnel** is strictly prohibited.
7. Homes where disturbances require **frequent Police presence** is subject to termination of lease.
8. Any illegal activity resulting in **felony charges** shall be considered breach of the rental agreement and cause for termination of lease.
9. **Weapons** of any type are prohibited to use or discharge within the community.

### **SECTION 13: ANIMALS**

1. All pets must be **approved** prior to purchase/rescue/ownership.
2. Pets must be **registered** with Management and **provide documentation** from veterinarian validating breed and that vaccinations are current.
3. All pets must have **identification/tags** with contact information.
4. All pets must always be current with **vaccinations**.
5. Approved pets will be given a **90-day probationary period**.
6. **NO outdoor cats** allowed.
7. No dogs **over 50lbs** allowed. **Limit of 2 dogs** per home.
8. Any dog that is considered a **“fighting” or “bully” breed** is strictly prohibited in Pinewood Acres.
9. Any dog deemed **“dangerous”** by Management will not be allowed to remain in the community.
10. Dogs must be **on a leash** at all times. Animals off Resident’s lot and not on a leash is subject to removal by Kent County Animal Control.

11. Pets that receive **3 justifiable, written complaints** will need to be removed from the community.
12. **No “babysitting”** of pets permitted.
13. **Visitors are not permitted to bring pets** into the community.
14. Pets are **not allowed in the playground** area.
15. Residents are required to **clean up all waste** from their pet in all areas within the community and disposed of in the proper container/trash can. **Failure to comply** may result in fees and removal of the pet from the community.
16. Any **stray or mistreated animal** should be reported to Kent County Animal Control.

#### **SECTION 14: PLAYGROUND – PICNIC AREA**

1. Use of the area is for Residents and their guests only.
2. Children under the age of 12 require adult supervision.
3. No climbing on the outside of the tunnels/tubes.
4. Fighting is strictly prohibited.
5. No pets allowed in the play area.
6. Grills must be completely extinguished and cleaned after use.
7. Remove or place all trash in the receptacles in the trash cans provided before leaving.
8. Playground and Picnic areas are closed from dusk to dawn unless prior arrangements and written permission has been given from Management.

## **SECTION 15: STORAGE**

1. Empty utility trailers may be stored on the parking pad (all tires must fit on the pad).
2. Lawn mowers must be stored in a shed, under the home, or out of sight from the road.
3. No storage under tarps is permitted for any item outside of the home. Items such as grills and lawn mowers may have covers made specifically for those items.