

**EXHIBIT B**

**GENERAL RULES AND REGULATIONS  
OF SUMMERTIME PARK**

1. No storage is permitted under the mobile homes unless by written permission of Landlord.
2. Grass cutting is the responsibility of the landlord. Tenants are responsible for the maintenance of all lawn areas, flowers and shrubbery within their lot space. Basic yard maintenance consists of:
  - a. Trimming all weeds and grass away from the mobile home and any surrounding sheds and shrubs;
  - b. Trimming shrubs and trees;
  - c. Keeping lot free of trash and debris
  - d. Irrigation and watering of lawns is strictly prohibited. Watering of ornamental plants, flowers, and vegetables is permitted on a hand held basis. You must be present and actively applying the necessary water. Conservation must be considered, as the water usage charge is equally shared by all. If management observes a tenant watering outside the scope of this rule, that tenant will be charged a watering surcharge fee of \$65.00 per day. You will be notified in writing within seven days for any surcharge fees , and will be invoiced for these charges along with your October 1 Services Invoice.
3. Landlord shall not be required to furnish mowers or tools of any kind to Tenants of the seasonal property.
4. Any improvements to be made by Tenant, including but not limited to, temporary or permanent additions, patio coverings, decks, porches, concrete or masonry work, skirting, utility changes, etc., requires prior written approval from Landlord prior to any work being done. Second story additions will be reviewed on a case by case basis for approval by management. No second story decks are permitted to be constructed upon the mobile home.
5. Construction or maintenance noise is only allowed Monday thru Friday 8 AM to 5 PM, Saturday 9 AM to 4 PM. No construction or maintenance noise allowed Sundays and Holidays from Memorial Day thru Labor Day.
6. No tents, campers, R.V.'s, travel or utility trailers, boats/water craft or boat/watercraft trailers shall be permitted to be parked in the seasonal property, or on the rented lot except, trailered boats/water craft and boat/ water craft trailers are permitted to park in the designated area between the Pump House and 4002 North Cropper Circle on a first-come-first- serve basis between March 20<sup>th</sup> and November 5<sup>th</sup>.
7. No docking of boats/water craft against the bulkhead. No beaching of boats/water craft except to load/unload. Boats/water craft must be moored greater than 50 feet from bulkhead.

8. No fish cleaning allowed on lot, with-in common park area, or on bulkhead.
9. Use of motorized vehicles such as go-carts, motorized trail bikes, motorized skate boards, motorized scooters, or motorized childrens vehicles are not permitted in the seasonal property. Drone usage is not permitted with-in the park or tenants lot.
10. Tenants under this Rental Agreement shall be responsible for the conduct of all family members, guests, and/or invitees while in the seasonal property, and shall be liable for any damages caused by same. The conduct of family members, guests and/or invitees while in the seasonal property may serve as the basis for termination of this Rental Agreement if the conduct violates this Rental Agreement, and/or the Rules and Regulations in Exhibit B.

Children are to respect personal property of others as well as their lot boundaries. **A 10 PM curfew in effect for children under the age of 16 years, unless accompanied by an adult.** After this time children should not be running free around the park.

11. Tenants shall respect the rights of other Tenants and shall conduct themselves in a reasonably quiet and dignified manner, so as not to disturb the quiet enjoyment of other Tenants. No loud music, loud TV's, loud talking, loudness, and/or other similar conduct after 11 PM and before 7 AM.

All tenants, family, and guests shall respect lot boundries, and shall refrain from trespassing on other tenants lots unless expressly invited. Use of other tenants lot for any activity requires prior approval of said lot owner.

Verbal or physical abuse such as cursing, screaming, yelling, offensive touching, etc. against any person with-in Summertime Park is strictly prohibited.

12. Pets privileges are bound by **EXHIBIT D:**
  - a. All tenants are bound by Summertime Park Dog Permission Procedures, **EXHIBIT D., (EVEN NON – DOG OWNERS !)**
  - b. For a tenants dog(s) to be allowed in the park, the tenant must submit a Summertime Park Dog Permission Application **EXHIBIT E** to park management and receive prior approval as outlined in the Dog Permission Procedures.

13. No selling or soliciting is permitted in the mobile home park without first receiving prior written consent of the Landlord.
14. No planted shrubbery, flowers, etc., affixed to the real property shall be removed upon termination of this Rental Agreement.
15. No fences or hedges may be installed or maintained without prior written consent of the Landlord.
16. No awnings, shelters, utility buildings, etc., of any kind are to be erected without prior written consent of the Landlord.
17. Tenant's cars may be washed on the premises, but not more than once a week per vehicle. No loud mufflers or extensive repairs on cars are permitted in the seasonal property. No motor vehicle may remain in the seasonal property if it is in a state of disrepair, inoperable, and/or has expired tags.
18. The landlord will provide for the collection of household waste and recyclable waste. Household waste is to be placed in the provided container and be placed at roadside on pickup date. Recyclable waste is to be placed in the provided container and be placed at roadside on pickup day. Tenants are not permitted to leave waste outside unless placed in the approved container. Collection of waste will be made one time per week from March 20<sup>th</sup> thru November 5<sup>th</sup>. Collection of recyclable waste will be biweekly from March 20<sup>th</sup> thru November 5<sup>th</sup>. No waste removal will be provided during the closed period from November 6<sup>th</sup> thru March 19<sup>th</sup>. Tenant is responsible for the cost of waste removal. Waste removal is not optional and the waste hauler will be selected by the landlord. The cost of waste removal will be billed in the "Services Invoice" sent in September.
19. Effective immediately Delaware Department of Natural Resources and Environmental Control, Land Preservation Office, Division of Parks and Recreation, is requiring payment of a pedestrian access fee to be paid by each household of Summertime Park. This access fee is for the purpose of providing pedestrian access across the barrier dune. Please be advised the dune crossover is to be used at your own risk. Furthermore, the State shall provide no services, including but not limited to, lifeguards, or other life saving protection, or litter and/or refuse collection, and makes no warranties or promises respecting the fitness of the beach for any kind of use. This beach is a multi-use beach, which includes surf fishing drive-on vehicles. The State requires Summertime Park to collect the pedestrian access fee from each household and submit to them for a combined payment. The cost of the pedestrian access fee will be billed in the "Services Invoice" in September of each year.

20. Landlord reserves the right to shut off all utilities when it may affect the health and welfare of Tenants in the seasonal property. Tenant is responsible for all costs of utilities provided to the rental lot including but not limited to electricity, oil, propane, water, sewer, wireless internet. The landlord will provide water, sewer, and other utilities as deemed necessary by the landlord. Tenants will be invoiced annually via a "Service Invoice" on or about September 1<sup>st</sup> for provided utilities with payment due no later than October 1. Failure to pay the "Service Invoice" will constitute a breach of this lease, and all provisions in this lease referring to nonpayment of rent will apply to nonpayment of the "Services Invoice".

20. No water will be provided during the period of November 6<sup>th</sup> through March 19<sup>th</sup> of each year.

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21. Tenants are required and urged to use due care as to electric wires, fuse boxes, circuit breakers, objects left on the ground and the condition of walks, drives and steps.

22. Landlord will not be responsible for injuries to persons or property lost by Tenant(s), invitees, guests or other, caused by fire, windstorm, theft, crime, environmental or natural disasters, personal misfortunes and/or other casualty not the result of Landlord's negligence.

21. Parking on your leased lot only.

There are no provisions for extra parking, except as stated below:

Parking in the front of the seasonal property (east of the white fence) is by **PERMIT ONLY**.

Each tenant to be assigned one Guest Parking Permit identified with your house number.

These permits are to be used on a first-come-first-serve basis. Please refrain from loaning these permits. Lost permit replacement costs fee \$35.00

Parking in street prohibited at all times.

Parking at bay area prohibited.

Parking at Pump House area for boats on trailers or boat trailers or boats only.

Parking on other tenants lots by prearranged permission from corresponding tenant.

Violation of parking rules will result in vehicle being towed at owners expense.

22. The duly posted speed limit of FIVE (5) M.P.H. will be strictly enforced at all times within the seasonal property. This limit is established for the safety of all residents. Strict compliance with the speed limit shall be observed by each individual.

23. Tenants agree that no mobile home will be rented and/or subleased by the Tenant. The owner of said mobile home must also be an occupant thereof.

24. This Rental Agreement may be terminated and an action for summary possession brought if the Tenant or Tenant's guest or invitees cause or threaten to cause irreputable harm to person(s) or property or is convicted of a Class A Misdemeanor or any Felony, during the term of the tenancy.

25. Any Tenant desirous of selling their mobile home is only permitted to display ONE (1) "For Sale" sign, in the front window of the mobile home. No home shall be resold within the park until the landlord has inspected and verified that all aspects of the home, attachments and accessory buildings comply with the current rules and regulations.

**NO TENANT WILL TRANSFER THE TITLE OF THEIR HOME TO ANOTHER PERSON/PARTY UNTIL SUMMERTIME PARK MANAGEMENT HAS RECEIVED AND APPROVED THE REQUIRED APPLICATION FROM THE PURCHASING PERSON/PARTY.**

Summertime Park reserves the right to deny approval and the granting of a lease to any applicant, person, or party.

26. All persons who will reside in the mobile home must be listed on the application form and on the Rental Agreement as either a Tenant or occupant and any persons not so listed shall be prohibited from residing therein, unless prior written consent is obtained from Landlord. This paragraph does not pertain to guests or friends staying seven (7) days or less. Maximum number of persons including children, guests and/or visitors who may stay overnight is limited to the lesser of the two (2) per bedroom or eight (8) per home.

27. Tenants shall be responsible for apprizing themselves of any additional Rules and Regulations to be implemented by Landlord, by checking the Park Bulletin Board, which will be located on the front building of the park. Or [www.summertimepark.com](http://www.summertimepark.com)

28. All propane tanks on the lot are the property of the Tenant who is responsible for their maintenance, repair, replacement, leaking and environmental damage. No fuel oil tanks are permitted. No underground propane tanks shall be permitted.

29. In addition, it is hereby stipulated and understood that Tenants shall not be permitted to maintain or install any mobile home on the lot with a width in excess of the home which was on the lot as of January 1, 1999.

30. The home shall be maintained in good condition and repair and the exterior shall be clean, neat and properly painted at all times. Landlord reserves the right to require reasonable repair, maintenance and or improvements to any home as is needed to maintain a clean neat appearance. All cloth lines shall be umbrella type, placed in a location approved by the landlord.

30a. If you require service at your unit, plumbing, electrical, etc. and you call for service, **YOU ARE REQUIRED TO PAY FOR THE SERVICE**. Service requirements may be the responsibility of Summertime Park for repair. If you are unsure about the responsible party, contact park management **BEFORE** you call for service. You will be responsible for any charges you call for even if it is determined later to be the parks responsibility.

31. Use of Rented Space. The Tenant shall occupy the premises only for the use of parking a mobile home for his/her own dwelling purposes, or storing of the home during the period from November 6<sup>th</sup> thru March 19<sup>th</sup>.. The Tenant shall not conduct any commercial enterprise from the rented lot.

32. Abandonment of the Home by Tenant. If the Tenant abandons the home on the rented lot, or unequivocally indicates by words or deed the intention to abandon and not resume tenancy then the landlord may treat the abandonment as a termination by the tenant of the rental agreement, and may enter the home, secure any loose or moveable items, and conduct a safety inspection. Landlord may then pursue it's legal rights.

33. The election by the Landlord to not enforce a Rule or Regulation shall not waive the Landlord's ability to enforce the Rule or Regulation against that Tenant or any other Tenant in the event of a subsequent breach or violation.

34. Open fires are prohibited in the park ( except in designated areas) including the use of Fire Pits, Fire Places, Chimineas, etc. Charcoal Grilling is permitted with the use of a proper grilling apparatus. Trampolines are prohibited. Before use of a kiddie pool tenant must provide to park management a "certificate of insurance" endorsing Summertime Park and Oliver W. Cropper, Inc as an "additional insured" in the amount of \$1million dollars.

