

Amended: October 28, 2021; Effective: January 1, 2022
Marina Rules update 6/17/2014

EXHIBIT "A"

REHOBOTH BAY CONSERVANCY, L.L.C.
23719 BAYVIEW DRIVE,
LEWES, DELAWARE 19958

RULES FOR WEST BAY

These rules and regulations are designed to maintain and improve the quality of life for the Residents of West Bay. Our goal, and the intent of these rules, is for West Bay to be quiet, tranquil, fun for residents and guests of all ages, friendly, neat and well cared for, yet natural. These rules, we believe, will help West Bay remain the kind of community we all want it to be.

REGISTRATION:

1. Prior to entry into the community, all applications and forms must be completed with all information requested so that character and credit checks can be conducted properly to determine community and financial responsibility. Negative reports regarding character or credit or failure to provide complete and accurate information may be cause for disapproval.
2. All applications must be accompanied by a non-refundable processing fee of Fifty Dollars (\$50).
3. Mobile homes shall be occupied by no more than are suitable and satisfactory for the mobile home of its particular size and type, with a maximum of two person per bedroom. No more than one family may occupy the mobile home. Management must know who and how many people are living in your manufactured home, for reasons of safety, sanitation, and lot rent at all times.
4. Residents are required to show proof of a Homeowner's Insurance Policy with a minimum of \$100,000.00 of **Liability** coverage to West Bay Park each year with their lease renewal.
5. All new applicants must read, understand, and sign each page of the Lease and Park Rules and Regulations, and shall pay all charges prior to moving into the community. These charges shall include the Security Deposit, first month's Rent, and non-refundable application fees.
6. Your home, cell, and work telephone numbers must be registered with Management, along with your email address, if applicable. The work telephone number will be used only in the event of an emergency.
7. Each and every resident must show proof of ownership of their home via a Title from DMV and must provide management with a copy of the title to the home.
8. Taxes are to be paid every year, in full, to the county in which you live. If taxes are not paid, it will constitute as a rule's violation and therefore a violation against your lease.

Home Phone #: _____

Work Phone #: _____

E-mail: _____

WEST BAY RULES AND REGULATIONS

1. Management reserves the right, from time to time, and upon 60 days written notice, to amend or supplement these Rules and Regulations and to adopt and promulgate additional restrictions applicable to the leased premises. Tenant agrees to comply with all such amended Rules and Regulations upon the effective date of the amendments.
2. In judging the compliance of the Tenant with the terms of the Lease and the West Bay Rules and Regulations, the judgments of the Landlord shall be final. Any failure of the Landlord to enforce one or more of these Rules and Regulations shall not constitute a waiver of same, either in whole or in part, in reference to any future incident or circumstance or to any other Tenant.
3. All applicable Federal, State and County laws, rules and regulations must be complied with by the Tenant. (Note that such laws, rules and regulations may be more or less restrictive than West Bay Rules and Regulations.)
4. Any violations of any provisions of these West Bay Rules and Regulations may be cause for termination or non-renewal of any Lease, as provided for in the Delaware Landlord-Tenant Code (Chapter 70).
5. If any covenant of the Lease or of these Rules and Regulations, which are a 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 for that purpose are incorporated herein by reference thereto.

MOBILE HOME – Sitting and Exterior:

1. Manufactured homes being newly brought into the community must be situated on each lot in a uniform manner; the Management will instruct the driver as to the proper position for setting the home, or will have previously marked the desired location on the lot with stakes. Home or additions should not significantly protrude beyond the neighboring homes.
2. The set-up of the mobile homes and the materials used for same must meet park specifications. The lots must be crowned and graded to shed water. Other requirements can be found in the New Home Standards.
3. The bottom of the mobile home and all additions thereto shall be completely enclosed (skirted) within thirty (30) days after arrival in the community with top quality T-Lok type vinyl skirting, or another type of management approved skirting.
4. All exterior lot improvements, temporary or permanent additions, patio coverings, porches, concrete or masonry work, skirting, utility changes, etc., must be approved by the management prior to installation. Plans must be submitted for all additions on mobile homes and approved by Management, and Sussex County Planning and Zoning prior to the start of construction.

Note: Tenants are advised that they must obtain, at their expense, a County Building Permit before beginning construction of or having moved into the community any porch, shed, deck or addition. Management can provide additional information on this permitting requirement. County code limits the lot coverage by all structures to 35% of the lot area, so a 50x100 lot (5,000 square feet) can have up to 1,750 square feet of home, shed and decks

5. Tenants may erect along side the mobile home a rectangular porch, of up to 12’ in width and not more than 30’ in length, if it is neat and attractive, and built in a professional, workmanlike manner. When such projects have been started, they must be promptly completed, and in no case may “construction in progress” last longer than 45 days. **For A-frame construction, a time line must be included in the contract and approved by management. (see page 10 “GUIDELINES FOR A-FRAME CONSTRUCTION”)**
 6. No new fences may be erected without the express written permission of the Management. Fences will be approved only when they are compatible with the landscaping of the lot, which will be decided solely by Management. Existing fences may be required to be removed for reasons of safety or appearances, at the sole option of the Management.
- Split rail fences erected by the Management at street corners within West Bay have been installed for cosmetic purposes, to create a more attractive community. These will be allowed to remain.
7. Residents shall keep their homes well maintained at all times. This shall include the home itself, LPG tanks, porch, decks, stairs, skirting, awning, shed, A/C units and hitch. All of these and any other exterior component or element of the home shall be kept freshly painted, intact, clean and in good repair. Any and all improvements and maintenance shall be performed in a workmanlike manner and on a timely basis.
 8. Stairs and porches must be of professional quality, built of word, pre-cast concrete, or the equivalent, should be sturdy, level and safe, with a railing.
 9. No new external television or radio antennas or satellite dishes may be erected. Any that fall into disrepair must be removed. Small satellite dish placement must be approved with management prior to installation.

10. Wooden decks shall be constructed of salt treated lumber and 1” or more in thickness.

11. Deck rails shall be built of 2" x 4" lumber or heavier, and posts shall be constructed of 4" x 4" salt treated or heavier lumber.
12. Any replacement of skirting shall be top quality vinyl T-Lok type or other management approved materials only. Other types of skirting may remain until resale, as long as they are well maintained and aesthetically pleasing.
13. A detached storage shed may be constructed at the back of the mobile home lot, away from the road, provided it is no more than 12' x 14' in size, and is not taller than the mobile home. **(Larger sheds may be permitted as lot size and set backs allow. Please check with the office.)** No more than one (1) storage shed shall be erected or permitted to remain on any lot. New and replacement sheds must be wooden, or matching vinyl, and of professional quality. The siding, roof color, materials must coordinate with that of the main structure. A lean-to that is attached to a shed for golf cart storage is permitted upon management approved with county permits. Plastic wrapped linoleum or "blue tarps" shall not be permitted. Poorly constructed or maintained lean-to's must be removed.
14. Decks, without side walls or roof, may be constructed at the floor level of the mobile home, but decks must have a railing. Decks higher than floor level of the mobile home must be approved by the Management.

CARE AND MAINTENANCE OF MOBILE HOME LOT:

1. Each and every lot is to be kept clean of debris, junk and combustible materials at all times. No garbage, bottles, furniture, tires, junk, etc. are permitted to be stored in a visible location. No outside storage of any kind will be permitted.
2. No trailers, campers, or RV's, and such vehicles are permitted to be **stored** on any mobile home lot or in the roadway at any time. When visiting, they may be parked (4 days max) in the vehicle storage yard across the road from the Oak Drive entrance on a "space available" basis with prior management approval.
 NOTE: *Visitation of a residents guest RV at the resident's lot may be considered on a case by case basis not to exceed 3 days with prior management approval. Overnight loading and unloading of a resident's personal RV at the residency is allowed with prior management approval.*
3. Boat and/or Jet Ski storage on mobile home lots must be behind the front line of the mobile home itself, and no more than two (2) boats or one (1) boat and two (2) Jet Ski's per lot will be permitted. Boats that aren't in use for more than one year must be stored elsewhere; they are not permitted to remain in the Park.
4. The planting of trees, shrubbery and flowers tend to beautify the community, and the Management encourages each resident to improve the appearance of his/her lot as they see fit. However, to reduce the possible damage to underground utilities and to prevent blocking of home ingress and egress, the proposed location of new shrub and tree plantings must be approved by Management in advance.
5. Tenants shall be fully responsible for the care, maintenance, cultivation, watering, pruning, trimming and preservation of their lawn, shrubs, and flowers situated now or in the future on subject lot. Management approval must be obtained prior to removing any tree on the home lot. Any damage caused to any home or other property from falling limbs or trees shall be suffered by the Tenant without recourse to the Landlord. **HOWEVER, ANY PRUNING, TRIMMING OR REMOVAL OF ANY TREE MUST FIRST BE APPROVED BY MANAGEMENT.** Such approval shall not be unreasonable withheld.

 Should Management feel the need to have any lawns mowed or trimmed, or yards raked and cleaned, because of unkempt appearance, or to have any shrubs pruned, trimmed, or removed for safety, appearance, or health of the plant, they shall do so at the expense of the tenant. Tenant shall, upon receipt of the bill showing actual costs of the performance of this work, immediately reimburse Management in full for the same.
6. Clothes lines (umbrella type only) must be placed at the rear of the lot only, and must be neat in appearance. Laundry may not be hung near the front of any home or on the patio under any circumstances.
7. Existing residents are urged, and new residents are required, to remove the hitch from their manufactured home.
8. Every home must have displayed neatly and easily visible from the street, its street 911 number and lot number. 911 responders need 911 #'s.
9. For the safety of the resident, it is recommended and urged that each home be equipped with at least two (2) properly functioning smoke detectors.
10. Air conditioning equipment shall be properly maintained so that it operates quietly and without disturbing neighbors. Pre-existing window A/C units shall be professionally and attractively installed; being propped up with boards is not considered to be an "attractive installation." Window A/C's must be removed upon resale. The only exception shall be for additions, which may have window AC or wall packs, but they must be located on the back of the addition and not visible from the street.

SERVICES AND UTILITIES:

1. All Tenants shall make arrangements with local utilities serving the community for transfer of service.
2. Each Tenant is solely liable and responsible for keeping his own water and sewer connections from freezing and shall arrange for such service. The constant running of water to prevent lines from freezing is absolutely prohibited and shall constitute grounds for termination of the lease.
3. The Tenant will be responsible for the water, sewage, and electric connections as follows:
 - (a) Water- Tidewater Utilities is the water provider for West Bay Homes. Residents are responsible for their water service line for their homes. Service line(s) are defined as the water line from the green meter box at the street to the home. The green meter box is property of Tidewater utilities and is only accessible by Tidewater Utilities. If water is coming from the meter box, call Tidewater Utilities for repair. If water is coming from the line underground to your home, contact a local plumber for repair. If you're not sure, call the office and we will guide you to who you need to call. West Bay does not maintain water lines other than the marina/RV sections.
 - (b) Sewage- Resident is responsible for all piping under the mobile home to the in ground clean-out outside of the perimeter of the home. If you experience a back-up, contact the management office and we will investigate whether the clog is under your home prior to the clean-out, or the distribution line past the clean-out to the lift station (grinder). West Bay will clear the clog if it is located between the clean-out and the lift station. If the clog is caused by resident neglect, resident can be charged for clearing the line past the clean-out. Schedule 35 PVC or heavier pipe should be used.
 - (c) Electric-Tenant will be responsible for the Electric service line from the meter panel to the mobile home.
4. Replacement toilets must be low-flow type, designed to use no more than 1.6 gallons per flush and manufactured after 1993.
5. It shall be the Tenant's responsibility to keep sewer lines flushed with water and open. If a sewer line is clogged or stopped up because of foreign matter, and not by an obstruction in the main sewer line, the Tenant will have to pay the charge for clearing his own sewer line.
6. Sewage lift stations (grinders), and the distribution line from the clean-out outside the home to the grinder will be maintained by the park. If you experience a back-up or sewer related issue, contact the office so we can determine the location of the clog.
7. Propane (LGP) is the only fuel system allowed in West Bay other than electric. No fuel oil or other substitute will be allowed in the community.
8. It shall be the Tenant's responsibility to provide their own propane gas tanks if needed. Some lots might have an existing tank. Should replacement become necessary, it shall be the sole responsibility of the Tenant. Upon replacement, only above ground tanks shall be permitted, and any existing buried tanks must be removed by the Tenant or his/her supplier. No liability is assumed by the Landlord for any existing tank, nor will any maintenance be performed by Landlord.
9. Trash cans shall be kept out of sight at the rear of the home except on trash pickup days, when they should be brought curbside by 6:00 a.m. for trash pick-up. When the trash cans have been emptied, they should be promptly taken back behind the home, out of sight from the street.

NOTE: As a service to residents, West Bay staff members will move the emptied trash cans from the street to the side of the home after Monday morning pickup from Memorial Day to Labor Day.

 - (a) Your household trash and garbage will be picked up on Monday mornings. Toters will be provided for each resident. Residents will be responsible for their toter. Any damage or loss will be the Resident's responsibility. For collection, all trash must be curbside in tied plastic bags, not loose. The plastic bags themselves should be inside metal or plastic garbage cans to keep animals out. Loose garbage will NOT be picked up.
 - (b) Fish heads and scraps from cleaning fish must be disposed of by the Tenant at their mobile home, and not into the Marina waterways, and either buried or put in a plastic bag, tied up, and placed in the Tenant's trash can.
 - (c) The trash collectors will take all regular household trash. Large or "special pick-up" trash will be removed at extra cost to the resident, the amount to be determined by the trash collection company. Call 302-856-0913 for scheduling pickup.
 - (d) The trash collectors will not take oil or petroleum products, explosives, or toxic waste. The nearest oil disposal or recycling center can be located by contacting the DSWA Citizens' Response Line at 1-800-404-7080
 - (e) The burning of rubbish or trash will not be permitted. Burning leaves is prohibited in West Bay Park. Small campfires are allowed on your lot using only 'wood'. No paper, trash, etc... is allowed to be burned in a campfire. Campfires must be in a contained fire pit (not on ground), and a spark arrestor type screen lid must be utilized.

(f) You and your neighbors deserve a neat, tidy, well-kept community. We'll do everything possible to provide you with that. But, we need your cooperation. If you have a neighbor with a "junk yard", please let us know. We'll take action to get them into line.

10. Snow will be removed from the streets when necessary and practicable as quickly as possible by the Landlord. All vehicles must be off the streets prior to an expected snowstorm to facilitate snow removal. Any vehicles on the street must be moved at the owner's expense per the fee schedule.

11. Each Tenant is responsible for keeping his own walkway and driveway clear of snow.

GENERAL CONDUCT:

1. Our basic rule for personal and family conduct is BE A GOOD NEIGHBOR. If your language, music, outdoor activities, children, pets, or visitors in any way disturb your neighbors, such behavior or activities is inappropriate, unacceptable, and in violation of our Community's Rules and Regulations.

2. No playing of radios, televisions, stereos, or musical instruments is permitted at anytime at a volume level which permits them to be heard on an adjoining site. We do not want your neighbor's musical preferences to be forced upon you, and vice versa.

Electronic or other devices which interfere with the TV reception of other Tenants will not be permitted.

All Tenants of the community have the right of peaceful and quiet enjoyment of their home and community. No loud parties will be allowed at any time, nor will excessive noise be tolerated.

3. Adult residents shall be responsible for the conduct of all members of their family, as well as that of their guests, and shall be liable for any damages caused to the property of others. Children are to respect the property of others as well as their lot boundaries. Everyone is expected to conduct himself in a dignified and neighborly manner.

Please be considerate of others, especially in noise control and in respect for the property of others.

4. This is a wholly residential community. No advertising or business of any kind may be conducted from within the community.

5. "For Sale" signs are permitted on the homes, and should not be larger than 10" x 14".

6. Unlawful activities of any kind, including but not limited to illegal drug use or sales, gambling, prostitution, under-age consumption of alcoholic beverages, receiving stolen goods, lewd and lascivious behavior are specifically prohibited, and will result in immediate lease termination.

7. No guns or explosives of any type or description may be used or discharged within the community. The use display or discharge of firecrackers, firearms, B-B gun, air-rifles, bow and arrow, slingshot paint ball game or other weapons or dangerous devices is prohibited anywhere within the park.

8. Complaints relative to the conduct or behavior of any family in the community will be discussed privately with the particular family involved. In cases where complaints continue after the family has been properly notified, the lease may be legally terminated.

9. Public drunkenness, drunken driving on the streets of the Park, and illegal or immoral conduct are specifically prohibited.

10. No person or persons under the age of twenty-one (21) will be permitted to live in the park unless accompanied by the adult legal Tenant of said lot. **Your home may be occupied by no more individuals than suitable for the home, with a maximum of two (2) persons per bedroom. Renting or subleasing your home is prohibited. Occupancy of your home by individuals or groups without the leaseholder present for a period of two (2) consecutive weeks shall be considered subleasing and may be grounds for lease termination.**

11. Drug use is against the law, and is absolutely forbidden within the Park. Any violation of this rule will result in the immediate termination of your Lease, and court-ordered eviction. If you observe or are aware of any such conduct, please advise the office. Your information and suspicions will be used without disclosing your identify.

12. Any lease may be terminated by the Landlord if the Tenant, or any person in the household of the Tenant, is found guilty of vandalism or of a violation of any of the criminal laws of the State of Delaware or the United States. When the lease is terminated under these circumstances, there shall be no rebate of lot rent.

13. Children are expected to play in their own yards, or in common areas (beaches, playgrounds, etc.). Our basic rule of proper conduct is "Be a Good Neighbor." This applies to all, children and adults alike.

RESPONSIBILITY FOR YOUR CHILDREN, GRANDCHILDREN, AND CHILDREN OF YOUR GUESTS

1. Residents will be held responsible for the conduct of their guests, children and grandchildren, and for any and all property damage or personal injury caused by them.
2. Curfew – Children under the age of 18 (eighteen) must not be out in the community of West Bay after 11:00 p.m. unless supervised by an adult resident of at least 21 years of age.

PETS:

These “Pet” Rules are designed for the overall good of all residents of this community, pet owners as well as those who do not choose to have a pet.

1. Contingent upon the good conduct of the pet, and the resident’s proper care of his or her pet, residents may have up to two (2) indoor (house) pets. Outdoor pets of any kind are specifically not allowed. **Feeding of stray and/or wild outdoor animals is prohibited!**
2. Pets must be kept indoors except when being walked on a hand-held leash, or if the pet is tied outside, the pet must be accompanied by a responsible person. Pets running loose will be presumed to be strays and will be captured and dealt with accordingly. This rule is effective 24 hours a day.
3. A barking dog is an irritation to everyone. Dogs which become a nuisance because of their constant barking are unwelcome in this Park. If the resident chooses not to discipline or get rid of their animal, Park management will agree to an early termination of their lease so that both the resident and their pet may move out of the park.
4. Pets (dogs and cats) must not be allowed to do their business (crap) anywhere but on the pet owner’s own lawn or in a community open space / common area. And, the pet owner is expected to clean it up immediately. Piles of dog and cat feces are unsightly, unsanitary, and they stink! For any pet to continue to be welcome in this community, the pet owner must always pick up their pet’s feces immediately and deposit it into their own trash can. Pet mess bag stations are located throughout the community and common areas for your convenience.
5. Pets may be bathed on the Tenant’s mobile home space only.
6. Absolutely no dog houses are permitted.
7. We love properly cared for, well-disciplined pets. We do not love, nor even like, unruly, noisy, or unkempt pets. Neither do we like to have any pet – our own or someone else’s – jump on us, defecate on our lawn, bark when we walk by, or dig holes in our flower garden.

In summary, your pet must be a good neighbor, just as you are expected to be. Bad neighbors – people as well as pets – are not welcome in West Bay.

TRAFFIC, PARKING, VEHICLES, BICYCLES and SCOOTERS:

1. Resident vehicles must display the West Bay permanent sticker. Guest utilizing community facilities must display a guest tag. Both tags are available in the office.
2. Our community speed limit for vehicles is 15 mph. This limit is established for the safety of all residents and their children. Strict compliance with the speed limit must be observed by each resident and their guests. Do not blow your horn unnecessarily. All intersections should be considered to be YIELD corners, unless marked with a stop sign. Pedestrians and bicycle riders have the right-of-way. Always be alert for children; they also have the right-of-way.
3. Any temporary requirement for an additional parking space(s), as for guests, should be handled by the resident moving his/her car(s) to a neighbor’s unused parking space after obtaining specific permission from that neighbor for using their space for the time you need it. Please ask permission each time you need additional space. DO NOT assume that you have the right to use nearby unused spaces for even the briefest time, without the express consent of that neighbor. NO ON STREET PARKING IS ALLOWED.
4. Major auto repairs are not to be done on your lot, in the street, or anywhere else within the community. All waste petroleum products from oil changes from a car or boat must be disposed of properly, as required by DNREC. The nearest oil disposal or recycling center can be located by contacting the DSWA Citizens’ Response Line at 1-800-404-7080
5. Mini-bikes, dirt bikes, motorized scooters, all terrain vehicles (3 and 4 wheelers) and excessively noisy vehicles are prohibited in West Bay, whether owned by a resident or a visitor.

A) One (1) motorcycle per lot will be allowed in the park. It must be ridden by the leaseholder, and it must only be driven to and from the entrance of the owner’s lot. Excessive noise or disturbance will be grounds for termination of this privilege, and may be considered grounds for termination of your lease. Motorcycles must be registered with the West Bay Office and display a West Bay Sticker on the motorcycle or front of home visible to West Bay courtesy patrol and management.

6. No extra campers, motor homes, or other recreational vehicles may be stored on the mobile home lot, or anywhere else within the Park. The only exception to this rule would be for a permanently registered special needs vehicle that is the primary vehicle of a lease holder.

Note: Motor homes in West Bay for overnight visits are addressed on page 2, item 2, of this document under Care and Maintenance of Mobile Home Lot.

7. Trucks over ¾ ton will be allowed in the community for delivery purposes only, and only with advanced written approval by Park Management.

8. No motor vehicles are permitted on any of the lawn areas of the community at any time or for any reason.

9. In as much as this community is maintained as private property, its streets and lanes are PRIVATE, NOT PUBLIC THOROUGHFARES. Management may, therefore, at its sole discretion and in the interest of safety, appearance, lower maintenance, and reduced traffic, as well as for the well-being of our residents, restrict or prohibit certain vehicles or drivers from using our streets.

10. All bicycles and scooters **must** have an operating headlight and rear tail light or reflector if they are ridden after dark in West Bay. Reflective clothing is also suggested.

RULES FOR OPERATION OF A GOLF CART WITHIN WEST BAY:

1. No gasoline powered golf carts are permitted to be used within West Bay.

2. All golf carts must be registered at the West Bay office prior to June 1st of each even numbered year (2004, 2006, etc.). At the time of registration, each golf cart shall be inspected for installation and proper functioning of head lights and tail reflector, to ensure that the brakes work properly, and that the owner’s lot number is clearly displayed on the rear of the golf carts.

3. Upon proper registration of each golf cart a two (2) year registration sticker will be issued. This sticker, together with the owner’s lot number in West Bay, must be prominently displayed on the rear of the golf cart.

4. Maximum allowable speed limit for golf carts shall be 10 mph. Speeders and reckless operators may have their cart registration, and cart driving privileges within West Bay revoked.

5. Anyone operating a golf cart must have either a valid state ID or a West Bay Golf Cart Permit issued by the office. In order to get the permit, a child 12 or older must come to the office with either their parent or guardian, and show proof of age, either with a birth certificate or some other valid documentation. They will then be issued a photo ID which they must have with the when operating a golf cart in West Bay. (Effective May 1, 2006).

6. The owner(s) of each golf cart, as herein identified, accepts, by his/her signature(s) hereto, full legal and financial responsibility for any injury or damage caused by his/her golf cart, whether operated by him, a member of his family, or a guest, whether invited or uninvited.

7. Operating a golf cart while intoxicated is dangerous, and may result in revocation of golf cart operating privileges within West Bay.

8. The over-loading of a golf cart with too many passengers is dangerous, as is standing on the back of the cart, and neither will be permitted. The seating arrangements of each cart will determine the maximum number of passengers allowed.

9. Any golf cart driven after sunset or before sunrise must have head lights on, and tail reflectors in proper working order.

10. The curfew for the use of golf carts within West Bay for drivers under 18 years of age shall be 11:00 p.m.

11. Golf cart operators shall follow the same rules of the road as an automobile driver, e.g., drive on the right side of the street, stop signs, yield to traffic to the right at intersections, signal at turns, etc. Failure to follow these rules and guidelines may result in the revocation of golf cart privileges.

EXHIBIT “B”

**STANDARDS FOR USED MOBILE HOMES NOW LOCATED IN
WEST BAY
TO BE RESOLD OR REMAIN IN THE COMMUNITY:**

In order for any mobile home to remain in place in West Bay after a sale or transfer of partial or total ownership, the following standards are established and must be met by seller, or buyer as dictated by the rules below. This must be done or agreed to, to the sole satisfaction of a representative of Rehoboth Bay Conservancy, LLC, prior to offering the home for sale, or transferring ownership. The only exceptions to this would be when partial or total ownership is

Property Manager/Agent (Initials)

Tenant (Initials) 7

Tenant (Initials)

transferred to a spouse, partner, or when a parent(s) are removed from the lease and title, with an existing approved adult child/children remaining on the lease in compliance with section 1(b), which is expressly excluded from the resale standard for transfer. All other transfers or changes in ownership are subject to these resale standards, in order to remain in the community.

1. This section of the resale standards are Effective January 1, 2022. Any homes which were built or titled prior to the HUD code being implemented in 1976, or don't meet the size requirements described below are subject to the following rules and timelines.
 - a. Regardless of age, the mobile or Manufactured Home must have at least 800 ft.² of permanent year-round conditioned living space and be a minimum of 12 feet wide at the narrowest point. Ground level enclosed porches, screened or open porches, and the hitch length are not included in this computation. Year-round living space is defined as being insulated and having the same or similar level and type of heating, air-conditioning, and electrical service as the main structure. It must also be aesthetically compatible with the main structure. 12' wide homes that meet the size requirement only with the square feet of additions must have an A-frame 5/12 shingle roof over the home structure and house as well as matching siding a/a. The windows must be vinyl or wood house type windows, with shutters.
 - b. Any and all pre-HUD code homes, or homes that don't meet the size requirements of this section which are transferred prior to January 1, 2025 may remain in the park under the ownership of the new buyer or owner for as long as they remain under that same ownership. Children may be added to the lease and title, after applying for and receiving park approval prior to Jan 1, 2025.
 - c. Any and all pre-HUD code homes, or homes that don't meet the size requirements of this section which are sold or transferred after January 1, 2025, must be replaced by the new buyer or owner prior to January 1, 2030 with a new manufactured home that conforms with the West Bay New Home standards in effect at the time of the replacement.
 - d. Any and all pre-HUD code homes or homes that don't meet the size requirements of this section that are sold or transferred after January 1, 2030 may not remain in place, and must be removed upon resale or transfer.

To be clear, any owner of a home that is a pre-HUD home or a home that doesn't meet the size requirements of this section and has been and remains the owner of the house prior to January 1, 2025, may remain in their home for as long as they choose without being subject to these resale standard

- e. Homes can be granted an exception per the procedures described below:

A procedure is herewith established for granting "Exceptions" to the requirements of West Bay Resale Standards.

It is understood that the goal of these "Resale Standards" is not necessarily to have large(r) homes in West Bay, but to have well maintained, continually improved homes, which are not functionally or aesthetically dated or obsolete, and which are very attractive, safe, neat, and contemporary in appearance. Should a West Bay home owner wish to sell a home to remain in West Bay which does not meet the West Bay Resale STANDARDS, an exception may be made if the aesthetic, safety, construction and quality standards noted in the above paragraph are present, by utilizing the following procedure: There shall be created a four (4) person "Exception Review Committee" made up of two (2) members each from the West Bay Management team and the West Bay Homeowners Association. A three-quarters (3/4) vote of this committee will be required for an exception to be granted. Any re-sale "Exception Review" will be conducted within 40 days of the date of the request by the homeowner. The result of said review will be made known to the homeowner in writing within 15 days of the inspection. The findings of the "Exception Review Committee" will be final.

A pre-HUD home will be deemed acceptable to remain in the park by management if the original house, steel I Beams, foundation system and all electrical wiring are inspected and found to be safe, and in compliance with current regulation by a structural engineer or electrician. Written reports (sealed by the engineer, if appropriate) from both inspections shall be given to Management. This would include inspection and confirmation that there are proper tiedowns and pier footers under the original home. Any roof over structure should be self-supporting, and not loaded onto the original homes roof.

2. The home must be in good repair, well maintained, attractive, and neat in appearance. Rust, rotten wood, dented or broken siding are all examples of conditions that would stop approval of a home reselling in the community. All toilets in the home must be of the "water-saver type," designed to use no more than 1.6 gallons of water per flush, and manufactured after 1993. All showers must be low-flow. All windows must have matching shutters. If replacement shutters are needed, they should be vinyl or have prior approval from management.
3. The home may not have any aluminum wiring, to remain in the community. If a home is found to have aluminum wiring, written proof from a licensed electrician that the house has been rewired and meets current codes is necessary to have the home remain.
4. The house must be properly tied down and anchored in order to remain. Broken or rusted straps or tie downs must be replaced, and the home secured in order for it to remain. Significant rust or deterioration to the frame would disallow the home to be resold in the community. A home must have tie down straps and anchors every 10' along the length. Tie downs are not required, although recommended, for any Pre-HUD homes that are subject to section 1 above, (with eventual replacement) to be listed for sale.

5. If a fence has been erected and is present on the lot, and it is NOT an unpainted split rail type fence, it will have to be removed by the Seller before the home may be offered for sale.

Any and all additions must be neat in appearance, and built in a workman-like manner. The exterior sheathing or siding of any addition must be color coordinated an aesthetically compatible with the main structure.

6. The front stairs to the home must be of professional quality, constructed of wood or pre-cast concrete or the equivalent, with landing or porch and railing. Rear stairs must be provided, be sturdy and in good condition, with a hand railing.
7. Storage sheds must be wooden barn-style sheds of professional quality. If metal sheds are presents, they must be removed before the home is offered for sale. Sheds must be situated at the back corner of the home or behind the home, and must be at least five feet inside the lot line, and be at least twenty feet (20') from any neighboring home. A Sussex County Building Permit must be obtained by home owner prior to placing a new shed. They must be in good condition, neat in appearance, and painted or sided to match or coordinate with the colors of the home.
8. Any fixtures, appliances, and heaters which use fuel oil or kerosene for fuel must be converted to LPG (Propane) prior to offering the home for resale, OR, the heater or fixture must be replaced with an LPG fueled heater or appliance, or with electric heat. Any existing above or belowground oil tanks must be professionally drained and removed. No window unit A/C shall be allowed to remain upon resale.
9. LPG (propane gas) tanks must be placed at the rear or rear-side of the home, above ground, and be out of sight or inconspicuous from the street. Tanks must be rust-free and freshly painted.
10. Any TV antennas or radio towers must be removed. Well-maintained, sturdily secured CB-type antennas shall be permitted, as long as it does not interfere with your neighbors' reception.
11. All trees, shrubs and bushes must be nicely trimmed before any home is offered for resale. Any dead bushes or ornamental grasses must be removed prior to resale. Any flowerbeds must be neat, attractive, and weed free.
12. Any sidewalks, patios or decks, must have been built in a workmanlike manner, be intact and in good repair.
13. The hitch must be removed and stored under the home, or aesthetically and attractively shielded from view.
14. The skirting must be attractive, complete, intact and properly installed. It must be well maintained and easily maintainable. No metal skirting is allowed. Replacement skirting, if required, must be of top-quality, T-Lok type vinyl, or another management approved skirting.
15. The house must have matching vinyl or professionally made wooden shutters on all windows. Home made or metal shutters do not meet the requirements for resale.
16. The home must be equipped with at least two (2) functioning smoke detectors.
17. Any home being re-sold or transferred to a new owner must meet all applicable Sussex County Code requirements for resale.
18. The home must have proper numbers displayed, identifying the Lot number and the 911 numbering system.
19. **IMPORTANT:** Any homeowner contemplating the sale of his/her mobile home to remain on its lot in West Bay must first have his/her home inspected and approved for retention in the community before offering the home for sale.
20. Any deficiencies noted by management will have to be corrected, and the home re-inspected for compliance before the home may be offered for sale.
21. The lease for any home which is sold, or the title or possession of which is transferred, without such prior inspection and prior approval, will be terminated, and the home must vacate the lot within thirty (30) days of such improper title transfer and notification by management of lease termination.

This includes the addition of another owner on the title to a home, or of the conveyance of partial or full ownership in a home by separate legal document. This shall not be construed to apply to a spouse.

22. When full or partial ownership in a home within West Bay is inherited upon the death of a Tenant, the heir/new owner(s) of any such home must notify West Bay Management within 30 days, and arrange for an inspection of the home within 120 days of the date of death of the former tenant. This shall not be construed to affect any surviving spouse.

23. Should maintenance and/or improvements be required of the home under paragraph 22 above, same must be completed to the sole satisfaction of management within 60 days of the date of the inspection. The home may not be occupied until all required maintenance and improvements have been satisfactorily completed, except for the use of the new owners while they are making the required repairs.

Should any such home not meet these "Resale Standards", and the home not be qualified to remain in West Bay, said home must be removed from the lot at West Bay within sixty (60) days of the date of inspection and said notification. Furthermore, any such "must be removed" home may not be occupied so long as it remains in West Bay.

24. This inspection and approval by Management for the home to be offered for sale to remain in the community in no way includes a warranty or guarantee by Rehoboth Bay Conservancy, L.L.C. of any kind, but is simply approval for the home to be offered for sale to remain in West Bay.
25. Rehoboth Bay Conservancy, L.L.C., and/or West Bay Management will make a cash purchase offer for any such "Must be Removed" home, and if accepted, will take on the responsibility of removing and disposing of said home from its lot at West Bay as a convenience to the heirs/owners. However, the owners of such homes may sell or dispose of their home in any manner AND to whomever they choose, seeking to maximize their net proceeds to minimize their costs, to their greatest advantage.
26. This inspection and approval by Management for the home to be offered for sale to remain in the community in no way includes a warranty or guarantee by Rehoboth Bay Conservancy, L.L.C. of any kind, but is simply approval for the home to be offered for sale to remain in West Bay.

STANDARDS FOR NEW HOMES TO BE ADMITTED TO WEST BAY:

1. Only NEW homes may be moved into West Bay.
2. All homes being moved into the community must have at least 1,000 square feet of living space, and be a minimum of 16' x 66' or 24' x 42' in size. Smaller homes may be allowed if the lot will not accommodate a home of this size.
3. Newly admitted mobile homes must be no closer than 20 feet from any neighboring mobile homes, and a minimum of 20 feet from any neighboring shed or greater or lesser distance if required or allowed by county or state regulations. Management must be consulted and give prior approval on size and location of all newly admitted mobile homes, additions, and sheds. Management shall determine, and approve the exact placement of all homes being brought into the Park. Placement must also be in conformity with the county code.
4. Any and all additions must be neat in appearance, built in a workman-like manner, and conform to all current applicable building codes. Exterior siding of the additions must match that on the main structure.
5. Windows should be vinyl clad "Low E" type.
6. It is required that the exterior of any new home be of LAP SIDING, and that the roof be (5/12 pitch double wide only) SHINGLED.
7. New homes must have decorative shutters installed on all windows, front, back and sides.
8. All new homes must have skirting installed within 30 days of admittance, weather permitting. Only top quality T-Lok type vinyl skirting or another management approved may be installed.
9. The hitch must be detachable, detached, and stored under the home out of sight from the street.
10. The front stairs to the home must be professional quality wooden stairs with porch and railings, or of pre-cast concrete or the equivalent thereof.
11. No fences, other than unpainted, two rail, split rail fencing may be installed.
12. Storage sheds must be professional quality; wooden barn-style sheds, with siding and roofing matching that of the home.
13. All new homes must be heated with propane or electricity. Propane tanks must be placed above the surface of the rear of the home, out of sight from the street. Propane tanks placed along the side of the home must be out of site or have a blind built to hide tanks from view of the roadway. No oil heat or oil tanks will be permitted.

- 14. The home must be equipped with at least two (2) properly functioning smoke detectors.
- 15. All toilets in the home must be of the “water-saver type,” designed to use no more than 1.6 gallons of water per flush. Shower heads must be of the “low-flow” type.
- 16. Any utility upgrade, extension, or relocation required for a newly admitted home, including electric, water, sewer, cable and telephone, will be done at the sole expense of the home owner.

GUIDELINES FOR A-FRAME CONSTRUCTION

Though minimum standards for siting of homes exist in West Bay, a home owner contemplating upgrading their existing home may find the process intimidating. Below is a set of guidelines that will make the process less intimidating and confusing. These guidelines are offered as a supplement to the posted Standards. Sussex County regulations also apply. Because Sussex County can change their set back and land coverage requirements at any time, home owners must always consult West Bay Management concerning any construction on their existing lot.

- 1. Know your lot setbacks and land coverage allowances. If you have any questions concerning setbacks and land coverage, consult the West Bay Management Office. Frontage limitations are also a factor. Every lot is unique and management should be consulted during your initial planning.
- 2. Take the time to solicit several bids for contracting. Only Licensed and Insured contractors will be approved to conduct business in West Bay Park. Proof of contractors License and Insurance will be required to be submitted with construction plans.
- 3. Before securing any contract, you must supply West Bay Management with complete set of construction plans and contract for proposed construction. **An accurate time line for construction must be included in the contract and approved by West Bay Management.** Time line approval will vary with size and type of construction. A short meeting with resident, contractor, and Management is highly recommended prior to finalizing any contract for construction within West Bay Park. It is the homeowners’ responsibility to ensure their contractor stays on schedule with construction. If construction time extends past contracted time line, a good faith explanation must be provided to West Bay Management along with updated completion time.
- 4. Sussex County Permit(s) must be obtained, when required, for any construction in West Bay Park. Homeowners or their contractor must supply a copy of building permit(s) to West Bay Management BEFORE construction begins. Failure to provide valid building permit(s) will result in a Cease and Desist order from West Bay Management until proper permit(s) are obtained from Sussex County. Any and all permits obtained for construction shall be closed out by final inspection and a copy of the Certificate of Occupancy and/or Certificate of Compliance must be turned it to West Bay Management for residents file. Be able to provide an official Sussex County source if you are told permit is not required.
- 5. Construction work should not begin prior to 7:30 am daily and should not extend past 5:30 pm daily. Monday thru Friday, excluding holidays, is considered an acceptable work week. Any work on weekends / holidays must be for the protection of the home due to sudden adverse weather and not for the convenience of the contractor. Interior work may extend past posted hours if no complaints of noise are received by the Management Office. Homeowners shall be responsible for their contractors and construction.

Please contact West Bay Management with any questions concerning these guidelines.

EXHIBIT C
FEE SCHEDULE

1. Resident Application	\$50
2. Clean up of lot of strewn trash, leaves, or other debris	\$50/man hour plus bulk haul costs
3. Mowing of Unattended Lawns	\$50 + \$50/man hour
4. Clearing of Clogged Sewer Line	\$40/hour man hour
5. Emergency Service After Hours (4:30 p.m. thru 8:30 a.m.)	\$75/man hour plus applicable fees
6. Proper Maintenance of Mobile Home Lot 2 Man Crew and Equipment	\$100/hour + bulk haul costs
7. Power wash	Market Rate of local provider
8. Replacement trash toter	\$75 or current rate of provider
9. Resale inspection fee (includes any re-inspection needed)	\$50
10. Abandoned vehicle removal or removal from street for snow emergency	\$140 or tow fee by provider
11. Maintenance or repair due to tenant neglect or damage	\$50/man hour + costs OR actual contractor cost + 10%

EXHIBIT "D"

SERVICES RIDER

The following identifies the services and items to be finished and/or paid for by the Landlord (LL) or Tenant (T)

Electrical Service: Electrical provider and/or Landlord maintains to the meter, Tenant is responsible from the meter to the hour, and pays for usage.

Water: Tidewater Utilities provides water, and maintaining the system up to and including the meter. Tenant maintains from meter into the house, and pays for usage. Resident is responsible for freeze up on their side of the meter and should check their heat tape every year.

Sewer: Landlord provides the central sewer system. Tenant is responsible for connection on home and all piping tying into the system under their home to the clean-out. The line outside of home from clean-out to lift station (grinder) is maintained by community.

Trash: Landlord provides and pays for basic trash service. Large, unusual or bulk items are the responsibility of the Tenant. (Call 302-856-0913).

Lot Maintenance: Tenant is responsible for cutting grass, trimming and weeding shrubs, trimming/spraying weeds, and leaf removal on their individual lot. A leaf dump area is currently available in the community. Landlord shall be responsible for the same on common ground and open space in the community. Tree removal must be approved by Landlord prior to any cutting.

Propane, Cable, Telephone, Internet, Satellite or Other Utilities: Are the responsibility of the Tenant and they shall pay for any they choose to use, and that provider shall be or responsible for getting the service to that line.

WEST BAY MARINA RULES AND REGULATIONS:

1. Jet Skis will be allowed to be launched to and from the West Bay ramp by residents, or their guests ONLY. Jet Skis must be registered with the West Bay Office and display a West Bay Sticker on the Jet Ski prior to launching. Fueling at the West Bay Dock is also allowed. They must be operated at least 100 yards from the beaches and away from the channels leading to the marina basins, so as not to obstruct traffic to or from the marinas. Reckless or inattentive operations will result in revocation of Jet Ski privileges, and may be considered grounds for termination of your lease.
2. Unregistered boats or trailers may not be stored on mobile home lots.
3. ONLY boats owned by West Bay Tenants, their guests, or boat slip renters, may be launched at the West Bay Park boat ramp or Marina after proper registering their boat at the management office. This is accomplished at the beginning of each season. Proof of current insurance and current state registration is required prior to launching.
4. Boat Slip Tenants are not permitted to install vehicle tires as bumpers. No tires are permitted to be used in the Marina. No carpet or similar material is allowed to be installed pilings or docks.
5. All boats must be secured with a minimum of 3/8 nylon line/rope. (*appropriate diameter lines must be judged by weight of boat*) All boats must be secured with 5 lines, the 5th line being known as a spring line, which prevents the boat from climbing onto the bulkhead during winds and storms.
6. All boats moored with weights and pulleys must use a minimum 3/8" line & 3/8" pulley or a vinyl coated steel cable & and pulley that is sized to the line/rope in use. All pulley weights used for mooring boats at boat slips must have containerized weights (**no cinder blocks**).
7. No additions or modifications may be made to finger piers without the express approval of West Bay Management.
8. Overnight sleeping and occupancy of boats is not permitted.
9. No dockside storage containers are permitted without the approval of West Bay Management.
10. Power washing or cleaning of any style boat using detergents containing phosphates is not permitted in the marina area and is a violation of the *Clean Marinas Act*.
11. Sewage Pump out requirements:
 - a. No live aboard vessels are permitted in West Bay Park
 - b. Any portable potties (Type III MSD) shall be emptied by boat owner in the sewage system at their home within the community
 - c. No sewage shall be dumped overboard in the marina basin
 - d. The closest Type III pump station is located at Rehoboth Bay Community Marina in Rehoboth Beach or Angola Beach & Estates Marina in Lewes
13. Fuel/Oil Spills:
 - a. Fuel/oil spill kit is located at the fuel dock
 - b. 24 hour on call maintenance will respond to a fuel/oil spill (302) 945-1010
 - c. Report any spill, no matter how small, to USCG at (800) 424-8802 and DNREC Emergency Response at (800) 662-8802
 - d. Vessel owner is responsible for clean-up costs
14. Proper procedures for vessel fueling operations:
 - a. Fuel is sold at the West Bay Marina fuel dock thru-out the marina season when management office or store is operating up until 8pm in the evening
 - b. Fuel pump can't operate without being enabled thru control panel in the community store
 - c. NO SMOKING sign is posted at the fuel dock – NO SMOKING during vessel fueling operation or in the vicinity of the fuel dock
 - d. Safe fueling procedures:
 - (1) BEFORE OPENING BOAT FUEL TANKS:
 - Shut down engines, motors, and fans
 - Extinguish all open flames including pilot lights

- Close all ports, windows, doors, and hatches
- (2) Determine quantity of fuel to be taken on board in advance of fueling operation to prevent over-filling of tanks
- (3) The fuel delivery nozzle should be held with the nozzle being upward when being passed from the dock to the vessel
- (4) The fuel delivery nozzle should be put in contact with the fill pipe before the flow of fuel begins and this contact should be continuously maintained until fuel flow has stopped to prevent fuel spills and static discharge
- (5) Tanks should not be completely filled. Allow a minimum of 2% of tank space for expansion. Allow a minimum of 6% of tank fuel taken aboard is at a temperature of 32 degrees F or lower
- (6) Tightly secure fill cap
- (7) Wipe up any spillage completely and dispose of on shore
- (8) Ventilate all spaces and check for fuel vapors before starting any engines or operating any appliances

15. Storage, Handling, and Disposal of Waste Oils:

- a. Marina patrons are responsible for proper disposal of their waste oil
- b. Waste oil will never be disposed of into the water or on the ground
- c. Waste oil will be collected by the boat owner in leak proof containers for transport to a disposal or recycling center
- d. The nearest oil disposal or recycling center can be located by contacting the DSWA Citizens' Response Line at 1-800-404-7080

16. Proper procedures for removal of oil from bilges:

- a. Marina patrons are encouraged to use oil absorbent sponges in boat bilges at all times. Such sponges are readily available at most marine supply stores
- b. Used sponges or other items used to clean oil from bilges shall be disposed of properly on shore
- c. Contaminated bilge water should not be pumped overboard within the marina basin. Discharge contaminated bilge water at sea, outside the 3-mile limit whenever possible

17. Fire:

- a. Dial 911
- b. Fire extinguisher located at the fuel dock and office adjacent to the fuel dock
- c. All vessels are required to have an operating fire extinguisher

18. Trash and Garbage Disposal procedures:

- a. Patrons are encouraged to dispose of trash at their home sites
- b. Patrons may bag and dispose of trash in one of the common area receptacles

19. Maintenance on vessels while in the marina or marina basin area:

- a. Only minor vessel component maintenance is allowed in the marina or marina basin area. All major maintenance of vessels, to include bottom painting, shall be accomplished outside of the marina and marina basin area.

20. Vessel speed and wake:

- a. The entire marina basin and adjacent waterways are NO WAKE areas. Violators will lose their marina privilege

21. Adverse weather and emergencies:

- a. Patrons are ultimately responsible for their vessels in cases of emergencies / adverse weather / storms
- b. Management will send out information and guidance in cases of pending storms
- c. All vessels shall be removed from the marina in advance of Hurricanes / Tropical Storms when guidance through NOAA, NWA, or DEMA determines such conditions are imminent.
- d. West Bay Marina will make every effort to contact and advise marina patrons thru whatever means available when severe coastal storms, Tropical Storms, or Hurricanes are imminent. Ultimately, it is the marina patron's responsibility to secure their vessels accordingly during adverse weather or remove vessel from the marina when conditions dictate. West Bay is not responsible for damage to vessels left in the marina during adverse weather and the patron will be responsible for any damage to the marina or other vessels their vessel may cause in any event

IMPORTANT! The West Bay Marina, boat ramp, and common areas are for the exclusive use of West Bay Residents and their family members. Visitors are encouraged to use outside public boat ramps and marina facilities if not accompanied by a West Bay leaseholder.

**WEST BAY MARINA COMMON SENSE RULES OF MARINA CONDUCT
AND BEING A GOOD MARINA NEIGHBOR:**

We all want to have a good time at West Bay. We ask for no hassles, for others to respect our property, and that common sense rules of safety and proper conduct be followed by all.

- 1) The boardwalks and catwalks are for the use of those renting a boat slip, and their invited guests. They are NOT to be used for skateboarding, roller-blading, bike riding, running, or horseplay.
- 2) Children under the age of 12 *should* wear personal floatation gear (life jackets) whenever they are at the Marina, on the boardwalk or catwalk, or on a boat.
- 3) Please do NOT throw TRASH of any kind anywhere but into the trash receptacles provided. DO NOT throw anything into the water which you do not plan to pull out (like a crab trap or fishing line).
- 4) Please do NOT allow pets to run loose anywhere in West Bay, including the Marina area. And, please clean up their droppings immediately, NOT by throwing their feces into the water, but rather pick it up in a plastic bag, seal, and deposit into a nearby receptacle.
- 5) No one should ever board a boat unless he or she is an owner or invited guest. The catwalks serving each boat slip are for the exclusive use of the boat owners and invited guests, and are NOT play areas.
- 6) Please park only in front of your boat slip, NOT your neighbor's boat slip. If you have more than one (1) vehicle at the Marina, the extra(s) should be parked elsewhere, but NOT in front of a nearby Mobile home or travel trailer, and NOT in front of someone else's boat slip.
- 7) No cleaning fish or crabs in the marina area, (docks, piers or boats). Dumping of fish and crab carcasses in the waterways or canals is strictly forbidden. Please take your fish and crab carcasses home and dispose of properly.

All of the above rules and regulations are intended to make and keep the community of West Bay Park a safe and happy place for all Tenants to enjoy. We thank you for your cooperation.