



Worsham Mobile Home Park Rules and Regulations

**The Rules listed in this document are a part of the Lease Agreement
(Exhibit “B”)**

Contents

page

2 I Homeowner Responsibilities

- A. Lease Agreement
- B. Rules of the Park
- C. Required Documents
- D. Pets
- E. Guests and Additional Residents
- F. Parties
- G. Safety
- H. Mailboxes
- I. Vehicles
- J. Return of Security Deposit

4 II Property Maintenance

- A. Exterior Improvements
- B. Lot and Lawn Care
- C. Maintenance and Repairs
- D. Satellite Dish Installation
- E. Storage Sheds
- F. Water Usage
- G. Winterizing

6 III Mobile Home Standards and Expectations

- A. New and Existing Mobile Home Standards
- B. Removal of a Mobile Home

7 IV Complaints

- A. Neighbors
- B. Park Employees

8 V Consequences

- A. Non-Compliance
- B. Rights of Management
- C. Trespassing
- D. Abandonment/Damages

9 VI Appendix

- A. Satellite Installation
- B. Shed Installation
- C. Pet Policy
- D. Additional Resident (permanent, family member only)
- E. Guest Registration (temporary, must provide date of departure)
- F. Moving Procedure

16 Virginia Statement of Tenant Rights and Responsibilities under the Virginia Manufactured Home Lot Rental Act (yearly)

I. Homeowner Responsibilities

A. Lease Agreement

1. Each new tenant must apply to live in Worsham Mobile Home Park. A credit check is required and is part of the application procedure. Management reserves the right to reject tenancy for any reason not prohibited by law.
2. If a prospective tenant is purchasing a used mobile home the home must be inspected and approved. Management reserves the right to reject a home that is in poor condition.
3. If there is a change in the status of the individual(s) who signed the lease (e.g. death or divorce), the office must be notified immediately. An additional credit check will be necessary if the original parties' combined salary was considered when the application was approved.
4. A co-signer on a lease shares responsibility for all financial issues as well as violations until a written release statement is requested and received from management. See #5 below.
5. In the event an applicant must have a co-signer in order to qualify for residency, the co-signer is not released from the obligation unless the resident qualifies through a new application procedure or presents a substitute co-signer and this individual is approved through the application procedure. The new application must be approved in writing prior to release.
6. Rent is due on the first day each month and must be paid on or before 4:00 p.m. the fifth day of the month. A Late Charge (up to 10% of rent) will be charged to all residents whose rent is not received by Management on or before 4:00 p.m. on the fifth day of the month.
7. Registered persons who do not sign the lease must comply with the Rules and Regulations of the park. The person(s) signing the lease are responsible for all persons residing or visiting in the home. An adult individual who does not sign the lease has no legal authority to reside in Worsham Mobile Home Park.
8. At no time may a person sign a lease agreement without going through the application process, including a credit check. The additional resident form must be submitted for any additional persons to reside in the home. A written response regarding the addition of an individual on the lease must be included in the WMHP file. Residents are not permitted to house a roomer or subtenant unless said roomer or subtenant has applied for residency and been approved by the park.
9. All mobile homes are for residential occupancy only. Mobile Homes may not be used for offices or private business purposes.
10. The home is to be used only as a private residence and for no other purpose, with the maximum number of occupants permitted to occupy the home restricted to two (2) persons per bedroom as permitted by Virginia Code Section 36-105.4, with such occupancy standard subject to the provisions of applicable City of Richmond, Commonwealth of Virginia, and federal laws and regulations. A visitor of more than seven (7) days must also obtain a temporary parking pass for their vehicle or it will be subject to towing. An anticipated move-out date is required. See Appendix D and E.
11. A live-in caregiver must be registered with the office.
12. A current signed lease must be on file at all times. New leases are offered on a yearly basis to reflect changes in rent amount and/or updated rules and regulations. Failure to

sign a new lease and return the lease promptly may be grounds for eviction. Co-signers are not eliminated at lease signing. See #5 above.

13. Lease renewals will be offered each year at the discretion of the management with consideration of the payment and credit history and violation record of the homeowner. Tenants who owe back rents, late fees or fines for violations should not expect their leases to be renewed upon their renewal date.
14. A former resident or guest or invitee who has been barred from the premises in accordance with law is not permitted in the Park under any circumstances. Trespassing charges will be filed if this rule is violated.
15. The security deposit will be sacrificed if the tenant breaks the lease. A written notice is required sixty (60) days prior to the end of the lease period if a tenant intends to terminate the lease at the end of their lease period.
16. A homeowner who is moving out of the Park must follow the procedure for moving (included as appendix F). It is the tenant's responsibility to verify that the proper procedures have been completed.
17. Worsham Mobile Home Park management does not discriminate on the basis of race, religion, sex, age, family status, national origin or any other status protected by law. The management reserves the right to make selections of applicants based on the condition and size of the mobile home and the credit history of the applicant and any other basis permitted or allowed by law.
18. Playing with balls, bicycles, scooters, roller blades and other toys is restricted to your own lot. Touching a neighbors' or guests' vehicle, home, porch, tool shed, etc. is NOT PERMITTED. Damage to any homeowners' property caused by anyone inappropriately playing with toys or riding a bike or scooter will result in consequences including but not limited to a fine, court action or eviction. This will be strictly enforced. Surveillance cameras will be monitored and homeowners are encouraged to share personal video footage showing this rule infraction with the office and neighbors.

B. Rules of the Park

1. The Rules and Regulations stated within this document are a part of the lease agreement.
2. In the event that a rule must be added or changed the amendment will be published and/or mailed to each tenant. Publication in the newsletter is an acceptable means of notification.

C. Required Documentation

1. The homeowner is required to purchase a Homeowners Insurance Policy on the home and property, and to the extent permitted by law must hold the management at Worsham Mobile Home Park harmless for any claims arising from injury or damage at the homeowner's property. Damages, including the clean-up of related debris, which occur to a home as a result of an act of God such as wind damage or flooding, are the responsibility of the homeowner and/or the homeowner's insurance. A copy of current proof of insurance must be on file in the WMHP office.
2. An occupancy permit issued by the City of Richmond is required before the tenant may reside in a mobile home new to WMHP.
3. A complete profile on each and every resident is required to be on file in the office. This includes but is not limited to copies of the following: Photographs of all individuals in the

home, title of home and/or purchase agreement, proof of insurance, up to date auto registration, final inspection, building or occupancy permit, plumbing permit, electrical permit (for new homes), alien registration card (if applicable), current place of employment and current telephone number.

4. All individuals who live in the park and drive a vehicle must have a valid driver's license or driver privilege card. A current copy of the driver's license or driver privilege card must be filed in the office.

D. Pets

1. Written pet registration is required of pet owners. Two pets only are permitted. Dogs must be mild-mannered and weigh under thirty-five pounds. Both dogs and cats must be kept indoors. The monthly rent fee for each animal is \$10.00.
2. Dogs must be walked on a leash and must be walked away from other residents' lots. Solid waste must be removed immediately from ANYWHERE in the park, including the ditch area.
3. Dogs must be inside dogs only. The dog may not be fenced or leashed outside. Exterior kennels or enclosures are not permitted.
4. Litter must be disposed of in a plastic bag in the super can belonging to the mobile home.
5. All pets must be current on tags and shots. Non-compliance may be cause for eviction.
6. Animal Control will be called if a pet is not under the control of the homeowner.
7. Tenants should call animal control and report any unleashed animal or animals that create a noise problem.
8. Barking dogs are not permitted. The park should remain quiet.
9. See Appendix C
10. Worsham Mobile Home Park permits domestic pets (dogs and cats only). Caged indoor birds such as canaries or parakeets are also permitted. No other pets are permitted. The following policy applies to all pet owners in Worsham Mobile Home Park and is effective immediately. Failure to provide documentation or to register a pet will result in fines and/or other costs associated with the capture or vaccination of a pet.
 - a. **All pets must be registered with the office.**
Registration includes the following documentation:
 1. A current vaccination record from a licensed veterinarian
 2. A current City of Richmond license tag (available at most veterinarian offices)
 3. It is the pet owner's responsibility to keep this documentation up-to-date.
 - b. **An additional fee for dogs and cats must be paid as part of the rental agreement.** It is the owner's responsibility to notify the office if the pet is no longer in the residence.
 - c. **Only two pets are permitted per household.** The animal may not weigh more than 35 pounds. Dogs and cats are the only pets permitted. Caged indoor birds are the only exception.
 - d. **All solid dog waste must be picked up and properly discarded by the pet owner.** This is the case even on the pet owner's lot. A fine will be imposed if pet waste is not removed.
 - e. **All pets must be removed from the home in the case of the owner's move or death.** Owners must make

advanced arrangements for the care of their pet, particularly if the owner lives alone. This information must be communicated to the office.

E. Guests and Additional Residents

1. Invitee or guests must obtain a temporary guest pass for their vehicle from the office if staying for more than seven (7) days. Towing is enforced.
2. Only two vehicles are permitted at the home. If a homeowner has a guest with a vehicle, arrangements must be made to park any vehicle over two elsewhere.
3. The homeowner is responsible for the behavior of his or her invitee or guest(s). If a guest is in non-compliance of the Park Rules and Regulations, the homeowner will be penalized through a fine, violation notice or other action permitted by the lease and/or these rules. Police may be summoned if needed.
4. Worsham Mobile Home Park is private property and is posted as such.
5. New permanent residents within the home must be registered with the office. See Appendix D and E.

F. Parties

1. No late night parties (after 10:00 p.m.) are permitted in the park.
2. The management should be notified in advance if there is a planned party involving increased vehicles at a residence.
3. Uninvited persons on the premises are considered trespassers.
4. Any tenant disturbed by a party should report the disturbance to the tenant hosting the party and to any guests or invitees causing the disturbance, and to the police if necessary.

G. Safety

1. Each home must have the address attached in numerals at least four inches (4") high and clearly visible from the street.
2. A mobile home may not remain vacant. This is a safety precaution.
3. Tenants are required to install exterior motion-sensor lights on the sides or backs of their homes. This action is one of the greatest safeguards against intruders and accidents and may provide a savings on homeowner's insurance.
4. The speed limit of **5 MPH** must be maintained at all times. Tenants who speed or drive recklessly in the park will surrender the privilege of driving and parking in the park.
5. Unlicensed drivers are not to drive in the park. Any unsafe or hazardous driving in the park will result in the revocation of driving privileges in the park.
6. Residents have the right to enforce trespass rules relating to their own lots.
7. No motorcycles, minibikes, etc. are permitted in the Park.
8. Flammable items must be stored in sheds. Explosives such as gas or kerosene may not be stored under the trailer.
9. The mobile home must be equipped with smoke or fire detectors. The City requires one smoke detector inside of every bedroom and also one in the kitchen and one in the living room.
10. Solicitors or door-to-door sales persons are not permitted in the Park. The police must be notified if an uninvited sales person comes to a home. Never invite a solicitor into the park or to your home.
11. Each mobile home must carry its own Liability Insurance and Homeowners Policy for replacement of the home and contents against fire, flooding or water damage.
12. Worsham Mobile Home Park management supports a community Neighborhood Watch program.

13. Throwing rocks or other debris into the drainage ditches is forbidden as it causes potential flooding.
14. The bridges over the drainage ditch are to be used as a footpath only; swinging or playing on the railings is prohibited.

H. Mailboxes

1. Fines will be imposed on anyone who leaves trash or litter in the mailbox area.
2. Loss of mailbox key must be reported immediately to the management.
First loss of key: A duplicate key will be issued three (3) business days following the loss of a key. A \$45.00 charge is required for the replacement.
Second and subsequent loss of key: The box must be re-keyed by a locksmith. A \$60.00 charge is required for the replacement. The key will be replaced within 3-7 business days.
3. The mailbox key must be returned to Worsham Mobile Home Park when residence at Worsham Mobile Home Park is terminated.
4. Tenants are expected to arrange for a change of address with the U. S. Postal Service.

I. Vehicles

1. All vehicles must be registered with the office and a parking permit sticker must be displayed on the rear driver's side window. Registrations must be updated each year.
2. Guests must obtain a temporary parking sticker if the vehicle is parked on Worsham Mobile Home property for more than seven (7) days.
3. All vehicles belonging to residents in Worsham Mobile Home Park must be licensed in Virginia and have a current Virginia inspection.
4. All vehicles parked on the property must be properly and currently licensed.
5. No boats, trailers, or recreational vehicles are permitted in the Park.
6. No more than two vehicles may be parked at a mobile home at any given time, including guest vehicles.
7. No automotive maintenance *of any kind* is permitted in the Park.
8. No washing of vehicles is permitted in the Park.
9. Violators of any rule regarding vehicles will have their vehicles towed at their expense.
10. Cars may not be parked near a neighbor's mobile home. A noise buffer must be maintained between homes so as to not disturb a neighbor when starting a vehicle.
11. Parking on grassy areas is prohibited.
12. Parking in the right of way is prohibited.
13. Honking or otherwise disturbing the peace and quiet of the neighborhood is prohibited.
14. Vehicles may not be parked in the front parking lot without prior permission and a parking permit (resident or guest) clearly displayed.
15. No vehicle may be parked in the front parking lot with "for sale" signs displayed.
16. All individuals who live in the park and drive a vehicle must have a valid driver's license or driver privilege card. A current copy of the driver's license or driver privilege card must be filed in the office.

J. Return of Security Deposit

To be eligible for Security Deposit/Damage Waiver Return:

1. The tenant must have a current, signed lease on file.
2. A sixty (60) day written notice is required prior to the lease expiration date. If the lease is broken for any reason or if a

current lease is not on file when notice is given the tenant is not eligible for the return of the security deposit/damage waiver.

3. The rent and all fees must be up to date (i.e. the tenant must have a "zero" balance). The security deposit/damage waiver may not be used in lieu of rent or other fees.
4. If the mobile home is removed from the property the lot must be raked and reseeded. All tie-down brackets must be removed from the ground. All evidence of the mobile home, stoop, steps or other outside attachments must be removed from Worsham Mobile Home Park property and may not be left on the property for the next tenant.
5. If the mobile home is to remain on the property notification to the landlord must be made and an inspection of the home must be arranged with a licensed inspector. The inspection will not unreasonably restrict the sale of the mobile home but is required to ensure that the major systems of the home are in good working order (e.g., there are no water leaks) and the home is habitable. If the home is acceptable any deficiencies must be corrected by the tenant prior to the sale of the home. It is the tenant's responsibility to ascertain that the buyer has completed an application and is approved prior to accepting payment for the home.
6. A forwarding address must be provided.
7. The mailbox key must be returned to the front office.
8. The Worsham Mobile Home Park lease provides for the recovery of the actual or estimated charges for removing or otherwise disposing of an abandoned mobile home on park property. This charge is over and above the security deposit/damage waiver and is required to compensate the Park for its expenses in removing or otherwise disposing of the abandoned mobile home.
9. This list may not reflect all cases for security deposit/damage waiver return. An accounting of reason for denial will be mailed to the tenant.
If a tenant is eligible for a return:
 - a. Worsham Mobile Home Park staff will determine whether all or a portion of the security deposit/damage waiver is to be returned. A full accounting of any charges against the security deposit/damage waiver will be sent to the tenant within 30 days following the move. Charges may include any work that must be performed to ready the property for a new mobile home, or work that was not sufficiently completed on a home permitted to remain in the park. Dump charges are \$150.00 for a full load, \$75.00 for a half load and \$35.00 for a partial load. This charge does not include an hourly labor charge.
 - b. All returns of the security deposit/damage waiver are mailed to the tenant. A forwarding address is required. The security deposit will not be given to anyone other than the tenant.

II. Property Maintenance

A. Exterior Improvements

1. No exterior alterations, additions or improvements are permitted without written permission from Worsham Mobile Home Park management. This includes but is not limited to: satellite dishes, fences, patios, decks, roofs or awnings.
2. No digging is permitted in the park due to underground power lines, etc.
No privacy fences, enclosed porches, screened porches,

room additions, pet pens/kennels, permanent driveways, swimming or wading pools, Jacuzzis or spas of any kind are permitted in the Park. Permission will NEVER be granted for these.

Never anticipate any kind of addition/room structure as permission will never be granted for these.

3. Mobile homes are to remain mobile; no improvements shall make them permanent. No add-on structures are permitted.
4. Antennae are not permitted in the park.

B. Lawn and Lot Care

1. Homeowner is to keep lawn in a neat condition. Grass must be cut regularly and borders and flowerbeds must be kept clean and trimmed.
2. Dried rubbish and leaves must be periodically raked and removed as necessary. This is a safety issue. No dumping of debris is permitted in the woods or ditches at any time.
3. Oil Stains caused by parked cars are to be removed regularly. Stains should be sprinkled with an absorbent material such as kitty litter and the litter and top layer of soil should be discarded in the trash.
4. Right-of-way between homes must be maintained, per city code. It is a fire hazard to block the right-of-way.
5. If maintenance is not performed by the Resident in a timely fashion, management has the right to enter the premises and perform any and all necessary maintenance, as permitted by law. The charges incurred as a result of said maintenance shall be deemed to be rent and collectible as rent. Work done by Park employees due to the negligence of the homeowner will be charged to the homeowner plus a service charge over and above the fee for the work done.
6. Snow removal is the responsibility of the Resident. Snow and ice are to be removed from all sidewalks, steps, parking areas, and patios on the home site. If this responsibility is neglected, Management may do so at the Resident's expense.
7. Residents may hang laundry on portable umbrella style clotheslines or on the clotheslines provided throughout the park. No clothing or laundry is to be draped on trees, railings or other structures not intended for drying clothes.
8. Homeowners are encouraged to plant grass and flowers for beautification.

C. Maintenance and Repairs

1. All repairs or connections necessary to any of the utility connections in or outside of the home are the responsibility of the homeowner.
2. Underground plumbing from the trailer to the main line is the responsibility of the homeowner. A licensed plumber must certify issues that involve the main line contribution to an individual homeowners plumbing problem before Worsham Mobile Home Park will intervene.
3. The use of *ZEP Root Kill* or a similar product, bleach with boiling water and frequent plunging is recommended as a preventative measure to prevent sewage backup.
4. The homeowner must call the office if the homeowner is experiencing a problem that he or she feels is the responsibility of the Park. If a repairman employed by the Park is requested the homeowner will be responsible for the charges if it is discovered that the problem is caused by negligence of the homeowner, a build-up of grease or foreign objects or due to normal wear and tear or aging within the home. See No. 3 above.
5. **Electrical upgrades** or breaker problems are the responsibility of the homeowner. A licensed electrician

must do any electrical work. *The electrical breaker is the property of WMHP even if the homeowner must replace or upgrade the breaker.*

6. Broken windows are to be repaired immediately. No plastic is to be used for replacement.
7. All windows and doors are to be in good condition. Interior window coverings must be neutral in color and in good condition. Windows may not be covered on the outside with plastic or similar material.
8. Hitches must be removed from the mobile home upon installation and stored beneath the home. Existing homes with hitches shall attractively maintain the hitch and the surrounding area. Upon resale, the Resident must remove or enclose the hitch with approved materials.
9. Any modification or change in the color of the trailer must be approved by Management.
10. Skirting must be properly installed and maintained at all times.
11. Water may not be left running from any tap for any reason. Doing so will result in a \$130.00 fine over and above any expense of a plumber.
12. The exterior of the mobile home must be kept clean. Periodic power washing is recommended and should be conducted by a reputable company which supplies the water. A fee will be imposed on the homeowner for water use from any source on Park property unless prearranged through the office. See G. below.
13. All porch railings and steps must be safe and in good repair at all times.
14. Supercans must be maintained, kept neat in appearance and clean. The supercan must be rolled out on the morning of scheduled trash pick-up and removed from the road by the same evening.
15. Homeowners are strongly encouraged to participate in periodic neighborhood clean-up days.
16. Large appliances or furniture may not be placed outside the home for regular trash pick up. The homeowner must make arrangements for immediate removal.

D. Satellite Dish Installation

1. Satellite Dish Installation Policy is following:
 - a. The satellite dish may be no larger than 12-18" in diameter.
 - b. The satellite dish must be installed on the home just below the roof line. It may not be installed on trees, sheds, planters, buckets, in the ground or below the roof line on the trailer.
 - c. The satellite dish may not be installed over a porch, door or steps.
 - d. The satellite dish must be installed either along the length (side) of the home at least 8' from the end of the home facing the road or it may be placed along the end of the home away from the road (toward the right of way).
2. Contact management prior to installation of the satellite dish.
3. See Appendix A

E. Storage Sheds

1. Homeowners must submit a written request for permission to put up one shed. Permission will be granted provided the installation policy below is followed.
2. Permission must be granted prior to the installation of a shed on the premises and the placement of the shed is determined by the park manager. Only one shed per lot is permitted. The doors to the shed must face the trailer. The

standard size of the shed is 6' x 8' unless permission has been granted by the management for a larger shed.

3. Park management reserves the right to make regular inspections of the shed for appearance, deterioration and compliance with Park rules.
4. Area around shed must always be kept clear and clean. No tools or like items are to be kept outside of the shed.
5. A lot is permitted to have only one storage shed and the shed must be kept clean, orderly and in good repair. No shed is to house persons or act as an addition.
6. Storage Shed Installation Policy is following:
 - a. ALL sheds must be built on skids.
 - b. The maximum size for sheds is 6' x 8'. Only one shed per lot is permitted.
 - c. Placement of the shed on the lot must be determined by Worsham Mobile Home Park management. No shed may be placed on a lot without permission and specific location marked by a member of the park management.
 - d. The door of the shed may not face the road.
 - e. All sheds must be kept locked.
 - f. The shed may not be taller than the mobile home.
 - g. EXISTING sheds in the park may be required to be moved or removed when an adjacent mobile home is placed.
 - h. EXISTING sheds must be removed when the mobile home is removed from the park even if the shed is appropriately placed and/or the correct size. Sheds left behind become the property of Worsham Mobile Home Park. Park tenants may not remove a structure left behind.
 - i. Management will determine whether or not an EXISTING shed may remain on the lot of a home that is sold and permitted to remain in the park.
 - j. See Appendix B

F. Water Usage

1. Homeowners who witness excess water use are encouraged to report the use to the office so that management may determine if the water usage has been approved.
2. Washing vehicles will never be approved.
3. Swimming or wading pools will never be approved.
4. Lessee will pay all utility charges for heating, electricity, telephone, water and sewage. All repairs necessary to any of the utility connections in or outside the mobile home are the sole responsibility of the Lessee, including electrical breakers. Lessor uses water and sewer submetering equipment for each individual lot. Billing and collection of payments for water and sewer shall be managed by Lessor's agent, currently Water Systems, Inc. Lessor, through its agent, shall bill Lessee monthly for water and sewer for Lessee's prior month's water and sewer usage. A set up charge, service charge, late charge and move-out fee may be added to the water and sewage billing pursuant to the Code of Virginia §55-226.2. Specifically, the following charges apply: \$25.00 set up charge for initial set up; \$9.99 monthly service charge, subject to no more than one increase of up to four percent (4%) each calendar year; and a \$5.00 late charge for payments made more than twenty-five (25) days after the bill is sent out, as indicated on the bill.

G. Winterizing

1. The following homeowner responsibilities are **required** of all residents:
 - a. Heat must be left on in all homes during winter months. The thermostat must be set so that heat will come on

when the temperature drops to prevent frozen pipes.

- b. Homeowners living in homes that are heated with fuel oil must have an automatic refueling contract so that there is never a lapse in heat due to lack of fuel.
- c. Pipe insulation and electrical heat tape must be installed on all pipes to prevent them from freezing, due to severe winter temperatures. The homeowner is responsible for insulating inside of the water meter with regular insulation (packed tightly). Insulation should be packed to the top and the lid placed over the insulation.
- d. Skirting must be secure so that cold air cannot circulate under the home.
- e. Faucets are not to be left open at any time, outside or inside. Cabinet doors may be left open inside to allow interior heat to reach pipes. Dripping faucets will cause added water usage and is not permitted.
- f. Broken water pipes are the responsibility of the homeowner and excessive water usage will be charged to the resident.
- g. If the homeowner is away from the home for an extended period of time during the winter months the water must be turned off at the water meter to prevent frozen pipes inside the home. Failure to turn off water may cause extensive water damage to the home.
- h. In the event there is a break in an interior water line the outside underground water supply must be turned off immediately to prevent loss of water. Added water use due to broken pipes will result in a fine.
- i. Any winterizing of homes (such as plastic used as storm windows) must be on the interior of the home and may not appear unsightly. There will be no temporary exterior attachments of any nature. Window coverings must be removed in the spring.

III. Mobile Home Standards and Expectations

A. New and Existing Mobile Home Standards

1. All existing mobile homes and new installations must comply with all applicable local ordinances and state laws concerning placement, anchoring, and setting up home prior to Resident taking occupancy therein. All homes must be titled by Virginia and proof of such must be provided to the Management. The Resident shall be solely responsible for any damage to community property or that of other residents resulting from the installation or removal of their mobile home.
2. Installing a new home to WMHP:
 - a. The home must be approved by management prior to occupying a new space.
 - b. Management will select a lot suitable for the size of the incoming home.
 - c. The new tenant(s) must complete all application procedures as well as make a deposit and pay one month's rent.
 - d. City permits must be obtained prior to placement of the home.
 - e. Miss Utility must be notified to mark the lot to be used (this is the responsibility of the mover).
 - f. An occupancy permit must be issued by the City prior to move-in.
3. The siding and skirting of the mobile home must be kept clean and in good condition. The exterior area is to be maintained in a neat and attractive manner at all times
4. All windows and doors are to be in good condition. Interior

window coverings must be neutral in color and in good condition. Windows may not be covered on the outside with plastic or similar material.

5. Steps leading to entry doors are to be enclosed cement, fiberglass, or treated wood and must be parallel to the trailer. Steps and rails must comply with all state and local building codes and ordinances. A handrail must be attached. Steps are to be maintained in a safe and attractive manner. Large porches or decks are not permitted; older established porches or decks are not "grandfathered" and must be removed at such time as required by management.
6. Written permission must be received prior to installing any porch structure or awning. All improvements must comply with state and local building codes and ordinances.
7. Hitches must be removed from the mobile home upon installation and stored beneath the home. Existing homes with hitches shall attractively maintain the hitch and the surrounding area. Upon resale, the Resident must remove or enclose the hitch with approved materials.
8. Any shed placed on the premises must meet all requirements in Section E of the Property Maintenance section contained herein.

B. Removal of the Mobile Home

1. If a tenant is planning to move there are three choices regarding the mobile home:
 - a. You may remove the trailer using an approved transporter. A list of mobile home transport companies is kept in the office if you need information. You must arrange with the transporter to have the home moved when a member of Worsham Mobile Home Park staff is available. You must notify Virginia Dominion Power of your date of removal. It is your responsibility to make certain that the arrangements for the removal of the home have been made prior to the moving day. Once the trailer is removed you must arrange to have the lot cleared of all debris, straps, tie-down brackets or other items connected with your trailer. The sewage drain must be capped off. The electrical breaker must remain on the lot when the trailer is removed. The lot must be raked smooth and prepared for the next resident. You are responsible for the lot rent until the trailer has been removed and the lot is clean.
 - b. You may have your home inspected by a licensed home inspector to determine if it can be sold and allowed to remain in the park. Once the inspection is completed you will be provided with a list of any items that need your attention prior to it being permitted to remain in the park. You are required to notify the Park in advance, provide the name of the new tenant or resident, and inform potential buyers and lessees that they must be approved by the park management before they are permitted to live in the park. Under no circumstances should you complete the sale or lease of the trailer without following these steps and having any deficiencies corrected and receiving word from the office that the applicant has been approved (see number 3 below). Occasionally there is a waiting list of individuals who have already been approved to live in the park and are waiting for a home to come available for sale. You should check with the office for this information. You are responsible for the lot rent until a new lease is prepared for the new owner.

- c. You may sell your trailer with notice that the home must be moved out of the park. In this case you are responsible for the rent of the lot until the trailer is removed as the new owner will not be a lease holder with Worsham Mobile Home Park. This may be the only option for trailers in bad repair or if the trailer is sold to an individual who is not approved for residency. The cost of moving the trailer off of the Worsham Mobile Home Park property is your responsibility and must be performed by an approved mobile home transporter. You must inform the office and make arrangements for a member of the staff to be available when the trailer is moved.
2. Once you have moved you must return your mailbox key and a forwarding address must be provided to the office staff. If you are breaking your lease you will not be eligible for the return of your security deposit. If you do not break your lease, an accounting will be finalized and your deposit (or a portion of your deposit) will be sent to you within thirty days.
 - a. Legally all rents and other applicable charges to Management must be paid in full prior to moving the home from the community. Resident must also provide Management with at least sixty (60) days written notice of their intent to remove the home. Any resident who removes their home is responsible for removal of all trash, steps, and other discarded materials, i.e. blocks, anchors, straps, etc. The home site must be left in clean and neat. The lot must be raked and reseeded. Any expense incurred by Management in restoring the site to its original condition will be charged to the Resident.
 - b. The forwarding address must be submitted to the property manager prior to moving out of WMHP. Security deposit refunds are mailed.
 - c. The mailbox key must be returned to the front office. This key must not be given to the new tenant by anyone other than office personnel.
 3. See Appendix F

IV. Complaints

A. Neighbors

1. If a homeowner has a specific complaint regarding a neighbor, an effort should be made to resolve the issue in a friendly manner between the parties involved. The homeowner should not involve others in personal conflicts. The management at Worsham Mobile Home Park should be involved only if there is no way to resolve the dispute. A written, signed detail of the complaint or a meeting with the Park Manager is required for the office to take any action on a complaint. Records of complaints are kept in both homeowners' folders. Management will keep all parties' names confidential and strongly advises homeowners against any disclosures or repercussions as that escalates the problem.
2. If management becomes involved in a dispute between homeowners all homeowners involved will be required to come to the office to meet together in order to mediate the matter. Homeowners will be given a thirty day period in which a resolution must be made. If no resolution is achieved and the dispute involves violation of rules affecting the health, safety and welfare of any resident of the Park, eviction of one or all parties is possible.
3. The police should be contacted in the case of loud

disruptive noise, speeding, late night parties, unruly behavior or any other behavior of an unsafe nature. The telephone number for the Second Precinct is **804-646-8093**. Ask the desk officer to put the complaint on the "Read-off Sheet" so that officers will patrol the Park. Non-emergency complaints may be made to **804-780-5100**. If the police are notified, the case number and an account of the incident must be forwarded to Worsham Mobile Home Park.

4. Animal Control should be contacted in the case of a loose animal or evidence of misuse of the pet rules and regulations by a homeowner in the Park. The telephone number of **Animal Control** is **3-1-1**. A written account of the complaint should be forwarded to Park office.
5. Tenants are encouraged to participate in a Neighborhood Watch Program.

B. Park Employees

1. Residents of Worsham Mobile Home Park should contact the management if there is a complaint regarding the responsibilities of the management. Complaints must be in writing, specific in nature and signed.
2. Complaints regarding personnel hired by Worsham Mobile Home Park should be directed to the management. Under no circumstances should a homeowner interfere with or otherwise stop, give directions, give approval or disapproval of work contracted by the management of the Park.

V. Consequences

A. Non-Compliance With Lease Agreement and/or Rules and Regulations; Eviction

1. Non-Compliance with the Rules and Regulations and/or the Lease Agreement may result in a fine, violation notice or eviction, where applicable. All acts of non-compliance are kept in the homeowners' folder. A cumulative history of violations may be a consideration when renewing a lease.
2. A Twenty-One Day Non-Compliance Notice will be issued to provide the homeowner with the opportunity to correct a problem. If the homeowner is still in non-compliance after the twenty-one day period, Worsham Mobile Home Park will seek eviction in appropriate cases or will not renew the lease at the end of the term.
3. Worsham Mobile Home Park shall have the right to evict a tenant from the Park if the tenant remains in possession of its lot in the Park after the termination of the lease, or for any reasons permitted by Virginia Code Section 55-248.50:1, including the following:
 - a) Nonpayment of rent;
 - b) Violation of the applicable building and housing code caused by a lack of reasonable care by Lessee or a member of his household or a person on the premises with his consent;
 - c) Violation of a federal, state or local law or ordinance that is detrimental to the health, safety and welfare of other residents in the Park;
 - d) Violation of any rule or provisions of the lease materially affecting the health, safety and welfare of himself or others; or
 - e) Two or more violations of these rules and regulations or provision of the lease occurring within a six-month period.

Management may take immediate action in material matters for the health, safety and welfare of the residents as a whole.

A resident who has been evicted because of actions in violation of these rules (or any law or ordinance) materially affecting the health, safety and welfare of any resident is not permitted on

the premises. Presence on the premises, even as guest of a tenant, will result in a charge of trespassing.

B. Rights of Management

1. The management reserves the right to add, edit, change and enforce all Rules and Regulations with notice of such change.
2. The cumulative history of violations may be considered by management when determining whether or not to renew a lease.
3. If maintenance is not performed by the Resident in a timely fashion, management has the right to enter the premises and perform any and all necessary maintenance, as permitted by law. The charges incurred as a result of said maintenance shall be deemed to be rent and collectible as rent. Work done by Park employees due to the negligence of the homeowner will be charged to the homeowner plus a service charge over and above the fee for the work done.
4. Homeowners are registered with the National Tenant Network, a tenant performance reporting business. Worsham Mobile Home Park management is responsible for compiling payment history and/or violation reports.

C. Trespassing

1. Management shall have the right of entry onto the home site for the purpose of repair and replacement of utility, to perform resale inspections, for site inspection, to make necessary improvements for the safety of the community or to place notices at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the resident's quiet enjoyment of said leased premises.
2. Individuals who have been banned from the park or previously evicted from the park because of actions in violation of these rules (or any law or ordinance) materially affecting the health, safety and welfare of any resident will be subject to trespassing charges if found on the premises at any time.
3. Tenants are encouraged to participate in a Neighborhood Watch Program.

D. Abandonment / Damages

1. The tenant shall give notice to the Park of any anticipated extended absence of greater than seven (7) days. If the Park cannot determine whether the premises have been abandoned by the tenant, the Park will serve a written notice to tenant requiring the tenant to give written notice to Park within seven (7) days that the tenant intends to remain in the Park. Unless the Park receives written notice from the tenant or otherwise determines that the tenant remains in occupancy of the premises, there shall be a rebuttable presumption that the premises have been abandoned by the tenant and the lease shall be deemed to have terminated on such date. Notice will also be issued to the Lessee if the Lessee breaches the terms of the lease, such as by not paying rent that is due. Lessee may be required to vacate the park and to remove the manufactured home from the lot. If the home is not removed within the prescribed time the trailer will be considered abandoned and the Park will proceed to protect its rights in accordance with the lease and applicable law.
2. The lease provides for the recovery of the estimated costs of removing or otherwise disposing of an abandoned mobile home charge in the case of abandonment of a mobile home on park property. This charge is over and above the security deposit/damage waiver and is required to compensate the Park for its expenses in removing or otherwise disposing of the abandoned mobile home.

Worsham Mobile Home Park

Rules and Regulations

Appendix:

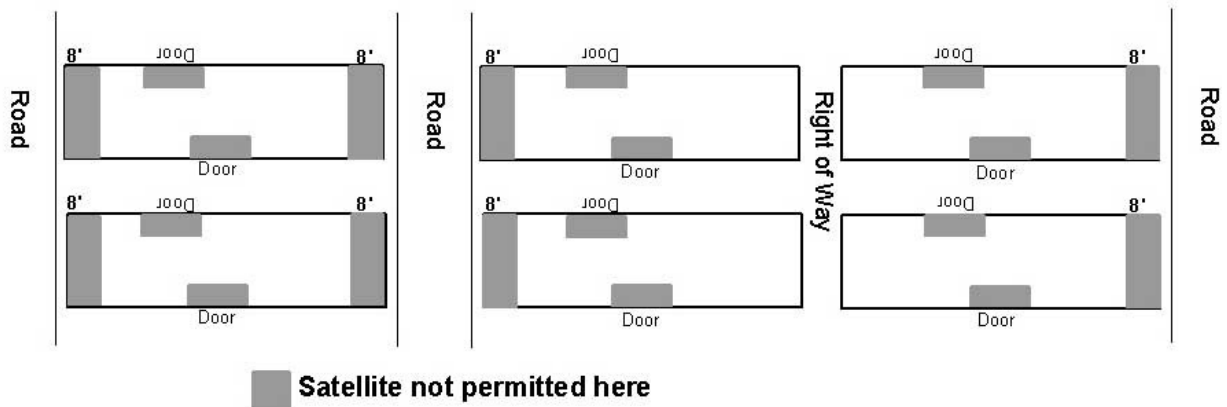
- A **Satellite Installation****
- B **Shed Installation Policy****
- C **Pet Policy****
- D **Additional Resident (permanent, family member only)****
- E **Guest Registration (temporary, must provide date of departure)****
- F **Moving Procedure****

SATELLITE DISH INSTALLATION POLICY

The following policy applies to the installation of ALL satellite dishes in Worsham Mobile Home Park, even if your dish has already been installed. If the dish has been installed incorrectly it is your responsibility to have it moved to meet the specifications below:

1. The satellite dish may be no larger than 18” in diameter.
2. The satellite dish must be installed on the home on the roof. It may not be installed on trees, sheds, planters, buckets, in the ground or below the roof line on the trailer.
3. The satellite dish may not be installed over a porch, door or steps.
4. The satellite dish must be installed either along the length (side) of the home at least 8’ from the end of the home facing the road or it may be placed along the end of the home away from the road (toward the right of way).

It is the homeowner’s responsibility to inform the installer of the above requirements. If this is a new installation it is advisable to have the installer sign and date this sheet to confirm that the company was given prior notice of the requirements within this community. If the installation is incorrect you should not have to pay for modification if it is clear that you provided the installer with the requirements.



SHED INSTALLATION POLICY

The following policy applies to the installation of ALL sheds in Worsham Mobile Home Park. If you have an existing shed on your lot please note numbers 7 - 9 below.

1. ALL sheds must be built on skids.
2. The maximum size for sheds is 6' x 8'. Only one shed per lot is permitted.
3. Placement of the shed on the lot must be determined by Worsham Mobile Home Park management. No shed may be placed on a lot without permission and specific location marked by a member of the park management.
4. The door of the shed may not face the road.
5. All sheds must be kept locked.
6. The shed may not be taller than the mobile home.
7. EXISTING sheds in the park may be required to be moved or removed when an adjacent mobile home is placed.
8. EXISTING sheds must be removed when the mobile home is removed from the park even if the shed is appropriately placed and/or the correct size. Sheds left behind become the property of Worsham Mobile Home Park.
9. Management will determine whether or not an EXISTING shed may remain on the lot of a home that is sold and permitted to remain in the park.

The management of Worsham Mobile Home Park has the right to inspect sheds at any time. Sheds are intended for storage purposes only. Sheds may not be used for the purpose of sleeping or living.

PET POLICY & PET REGISTRATION

Lot # _____ Tenant _____

Name of Veterinarian / Office _____

Type of Pet	Pet Name	Vaccination Expiration Date	City License Expiration Date	Name and address of person responsible for pet other than owner

Worsham Mobile Home Park permits domestic pets (dogs and cats only). Caged indoor birds such as canaries or parakeets are also permitted. No other pets are permitted. The following policy applies to all pet owners in Worsham Mobile Home Park. Failure to provide documentation or to register a pet will result in steep fines and/or other costs associated with the capture or vaccination of a pet.

1. **All pets must be registered with the office.** Registration includes the following documentation:
 - A. A current vaccination record from a licensed veterinarian
 - B. A current City of Richmond license tag (available at most veterinarian offices)
 - C. It is the pet owner’s responsibility to keep this documentation up-to-date.
2. **An additional fee for dogs and cats must be paid as part of the rental agreement.** It is the owner’s responsibility to notify the office if the pet is no longer in the residence.
3. **Only two pets are permitted per household.** The animal may not weigh more than 35 pounds. Dogs and cats are the only pets permitted. Caged indoor birds are the only exception.
4. **All solid dog waste must be picked up and properly discarded by the pet owner.** This is the case even on the pet owner’s lot.
5. **All pets must be removed from the home in the case of the owner’s move or death.** Owners must make *advanced* arrangements for the care of their pet, particularly if the owner lives alone. This information must be communicated to the office.

Additional Resident Not Previously Listed on Application

Please complete this form to record information regarding a new resident in your home. The new resident *must* be **related** to the homeowner or the mobile home will no longer qualify as a single family dwelling. Return the completed form to the office so that it may become part of your permanent residential file.

Date _____

Lot # _____

Homeowner _____

New Resident:

Full Name _____

Social Security Number: _____ Date of Birth: _____

If school age child, list name of school attending _____

Relationship to mobile home owner: _____

Additional Information (optional): Include information that you feel the park should know in case of emergency.

Guest Registration Form

This form must be completed for any guest staying in a residence over a period of one week.

Primary's Name: _____ Lot # _____

Guest's Name: _____ Telephone # _____

I, _____, (homeowner) and _____, and _____, the undersigned, have agreed to the following conditions and have been given notice prior to occupying a rental space in the above community that a single rental space cannot be used as a multi-family dwelling. I (we) understand that under normal circumstances no more than two unrelated adults can reside in my (our) home at any given time and if so, only upon management's approval.

I (we) also agree to provide all pertinent information with regard to the rental lot application and policies governing said community or park in relation to those occupying my (our) home whether it be the lessee(s), guest(s), children or other occupants over and under the age of eighteen.

Pertinent information includes, but is not limited to, registration of all persons occupying the mobile home. Upon request, I (we) will provide management with proper identification such as a copy of a valid driver's license, pictured ID or social security card for each person being on the premises at my (our) rented lot on a regular basis. I (we) will also verify the places of employment requested on any of the above persons.

Vehicles must be registered in the office and attain a guest parking permit for placement in the window of the vehicle.

Signature of Primary Homeowner Date: _____

Signature of Guest Date: _____

Signature of Guest Date: _____

DATE OF ANTICIPATED MOVE: _____

*Worsham Mobile Home Park is a single family home community.
 Long term guests must provide a move-out date.*

Planning to Move?

If you are planning to move it is important that you understand the following information, and follow the procedures to properly make the transition from living in Worsham Mobile Home Park to your new location.

Once you have made the decision to move you have three choices regarding your mobile home:

1. You may remove the trailer using an approved transporter. A list of mobile home transport companies is kept in the office if you need information. You must arrange with the transporter to have the home moved when a member of Worsham Mobile Home Park staff is available. It is your responsibility to make certain that the arrangements for the removal of the home have been made prior to the moving day. Once the trailer is removed you must arrange to have the lot cleared of all debris, straps, tie down brackets or other items connected with your trailer. The lot must be raked smooth and prepared for the next resident. You are responsible for the lot rent until the trailer has been removed and the lot is clean.

2. You may have your home inspected to determine if it can be sold and allowed to remain in the park. Once the inspection is completed you will be provided with a list of any items that need your attention prior to it being permitted to remain in the park. No “as is” sales are permitted. You are required to inform potential buyers that they must be approved by the park management before they are permitted to live in the park. Under no circumstances should you complete the sale of the trailer without having any deficiencies corrected and receiving word from the office that the applicant has been approved (see number 3 below). Occasionally there is a waiting list of individuals who have already been approved to live in the park and are waiting for a home to come available for sale. You should check with the office for this information. You are responsible for the lot rent until the home is sold to a qualified buyer.

3. You may sell your trailer with notice that the trailer must be moved out of the park. In this case you are responsible for the rent of the lot until the trailer is removed as the new owner will not be a lease holder with Worsham Mobile Home Park. This may be the only option for trailers in bad repair or if the trailer is sold to an individual who is not approved for residency. The cost of moving the trailer off of the Worsham Mobile Home Park property is your responsibility and must be performed by an approved mobile home transporter. You must inform the office and make arrangements for a member of the staff to be available when the trailer is moved.

Once you have moved you must return your mailbox key and a forwarding address must be provided to the office staff. If you are breaking your lease you will not be eligible for the return of your security deposit. If you do not break your lease an accounting will be finalized and your deposit (or a portion of your deposit) will be sent to you within thirty days following your move.

You must:

1. Provide written notice to the office of your plan to move
2. Have your home inspected by a licensed home inspector (number 2 above)
3. Make any repairs necessary from inspection
4. Inform prospective buyers that an application must be completed and approved (number 2 above)
5. Continue to pay rent until the home is sold or removed
6. Return the mailbox key to the office



Virginia Statement of Tenant Rights and Responsibilities under the Virginia Manufactured Home Lot Rental Act as of July 1, 2023

This is a summary of tenants' rights and responsibilities under the Virginia Manufactured Home Lot Rental Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenants' rights under the law. The information below is not intended as legal advice. All parties to a lot rental agreement are encouraged to consult the Department of Housing and Community Development's website for more information related to manufactured home park resources. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or valegalaid.org/find-legal-help.

Coverage:

The Virginia Manufactured Home Lot Rental Act (VMHLRA) applies to manufactured home parks upon which five or more manufactured homes are located on a continual, nonrecreational basis. It governs the relationship between Manufactured Home Park Operators and Manufactured Homeowners who rent land in a park. If you rent your manufactured home, please refer to the Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord Tenant Act. (§55.1-1300)

Tenant Rights

Written lease: Under the VMHLRA, a landlord is required to provide a tenant a written lease of not less than one year. The lease will automatically renew for one year unless the landlord gives written notice to the tenant of any change in the terms of the lease at least 60 days before the lease ends. (§55.1-1301, 1302)

Disclosure: A landlord must reveal certain information to the tenant, including the name and address of the owner or property manager (§55.1-1311, §55.1-1216) and notice of sale or foreclosure of the property. (§55.1-1311, §55.1-1216, 1237).

Security Deposit: A landlord may require a security deposit of up to two month's rent. (§55.1-1302, §55.1-1226)

Fees: A landlord shall not demand or collect an entrance fee; a commission on the sale of a manufactured home in the park (unless the tenant employs the landlord to perform a service in connection with the sale); a fee for cable, internet, or satellite service unless the landlord is the service provider; or an exit fee. (§55.1-1306)

Access: A landlord must allow a guest or invitee of the tenant free access to the tenant's manufactured home site without charge or registration. (§55.1-1306)

Sale or rental of manufactured home in the park: A landlord shall not unreasonably reuse or restrict the sale or rental of a manufactured home in the park. (§55.1-1310)

Fit and Habitable Manufactured Home Park: A tenant has the right to a fit and habitable manufactured home park in accordance with laws about health, safety, and zoning in manufactured home parks. The landlord must make all repairs needed to keep the manufactured home park fit and habitable. (§55.1-1303) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1311, §55.1-1244)

Repair and Deduct: If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1311, §55.1-1244.1)

Eviction: A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§55.1-1311, §55.1-1245, 1252). A tenant not getting paid due to a federal shut-down of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)

Reasons for Eviction: A landlord may evict a tenant only for nonpayment of rent; violation of a building or housing code; violation of the lease or law affecting health, safety, or welfare; or two or more lease violations in a 6 month period. (§55.1-1315)

Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises: A Landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing in five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing 10 days after the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. (§ 55.1-1311, §55.1-1243.1)

Notice of Intent to Sell: A landlord who wants to sell the park must give 90 days' advance notice to each tenant and to the Department of Housing and Community Development (DHCD). If the landlord receives an offer to purchase, the landlord must give 60 days' advance notice to each tenant and to DHCD, and consider offers from group of at least 25% of park residents. (§55.1-1308.2)

Notice of Intent to Sell to Buyer who will Change its Use: A landlord who wants to sell the park to a buyer who will change its use must give 180 days' advance notice to each tenant. Within the 180-day period, the landlord must give each resident \$2,500 in relocation expenses (except in Planning District 8 – most of northern Virginia- this amount is \$3,500). Relocation expenses are stipulated on a written agreement between the landlord and the resident to remove the home from the park. (§55.1-1308.1)

Tenant Responsibilities

Charges: Under the written lease, the charges the tenant must pay are limited to fixed rent, utilities supplied by the landlord, and other reasonable services and facilities supplied by the landlord. (§55.1-1301)

Maintain Fit and Habitable Exterior and Home Lot: The tenant must keep the exterior of the manufactured home and the manufactured home lot as clean and safe as conditions allow and in accordance with laws affecting manufactured home owners and tenants. (§55.1-1304)

Fair Housing: The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq, HUD FHEO-2020-1)