

MOBILE HOME PARK RULES & REGULATIONS

Welcome to our community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make it pleasurable to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

Lease Terms:

Payment of the monthly lease is due by the first day of the month.

1. Payment may be in the form of online payment, cashier's check, money order, or personal check. A fee of \$30.00 will be charged to the lessee for each check that is returned for insufficient funds.
2. The payment is considered late if it is received after the **15th day** of the current month. A 4% late charge will be added to the balance due after the fifteenth of the month.
3. The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full.

General Rules:

1. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space.
2. Grass areas shall be kept trimmed and edged. This includes the areas behind, beside, and under homes and against perimeter fences. Residents who do not maintain their spaces will receive a warning letter giving a one week grace period to trim the grass. If after one week the grass still has not been trimmed, management will hire a vendor to trim the grass and the cost of such services will be billed to the tenant (expected to be \$50).
3. Management must approve any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
4. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a lessor become property of the park in the event the lessee moves.
5. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.
6. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.
7. Management is responsible for providing water and sewer and gas (if applicable) and electric

up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.

8. All structures and/or additions to either the mobile home or the space must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly condition. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit.

9. Each Resident shall have an adequate policy of "Fire", "Flood", and "Extended Coverage" insurance and reasonable general public liability insurance, including coverage for fuel oil spillage, on his/her home and home site. Each Resident will be required to provide suitable evidence of insurance to the Licensee and/or his Agent upon request. Each Resident is responsible for assuring that any worker or contractor that comes upon his home site has workers compensation and liability insurance.

10. Each Resident shall install and maintain an operational smoke detector, carbon monoxide detector and, if propane is provided, an LPG detector.

11. Because of the cost of water, if water is included in the rent: (i) the free running of hoses and use of sprinklers are not permitted; (ii) the watering of yards, gardens, and flowers must be done using a hand held nozzle that will turn off when not being held; (iii) the use of soaker hoses is not permitted; and (iv) each Resident will notify the Licensee's agent in the event of any unusual or extended reduction in normal water pressure, leaks, and/or running or noisy or malfunctioning toilets. The Licensee reserves the right to restrict water consumption during periods of drought, repairs, or in the event of a malfunctioning water system. The Licensee, or his agents, may come upon home sites for the purpose of inspecting and repairing water leaks in the underground water distribution system.

12. Residents shall not use running water as a means to prevent frozen pipes (The use of running water in lieu of proper heat tape or heat wire or an antifreeze protected water line is a material violation of these Rules and Regulations).

13. The Licensee is not responsible for damage to electric heating elements in water heaters caused by water system failures and normal or emergency water system turnoffs.

14. Residents will not pour grease, oils, cat litter, condoms, paper towels, sanitary napkins, cigarettes, or antifreeze into the drain system.

15. In the event of sewage, water, and/or electrical repairs to the underground utility systems, the Licensee will be responsible for the restoration of the site to approximately its original condition after repairs.

16. Each Resident will notify the Licensee's agent or the Licensee if there is any water leakage in the park's water distribution system.

17. The Licensee and/or his Agent reserves the right to enter upon a home site, after giving reasonable notice, to: (i) perform a "four sided" inspection of each home and home site to determine compliance with these Rules & Regulations; (ii) dismantle and/or remove any non-compliant and/or improperly maintained or unsafe structure, enclosure, canopy, awning, fence, rubbish materials, junk or unregistered vehicles, bottles, and/or debris; (iii) to enforce the terms of the Lot Lease and/or the provisions of the Rules & Regulations; and (iv) to comply with a lawful governmental directive.

18. In an emergency, the Licensee or his designee may enter upon a home site to help prevent imminent danger to the occupant or the home or the home site (advance notice not required).

19. Any costs incurred by the Licensee and/or his Agent to achieve compliance with the Lot Lease and/or these Rules & Regulations becomes additional rent.

20. Only operative vehicles licensed for the highway are permitted within the park. The speed limit shall not exceed what is safe and prudent for the conditions. Off-road vehicles shall not be driven within the community.

21. Uninsured motorcycles, automobiles, trucks, and noisy, dangerous, junk, inoperable, abandoned, rusty, disassembled, or severely damaged motor vehicles are not permitted. The Licensee reserves the right to tow away, without notice, any vehicle not in compliance or any vehicle without a current registration sticker applied.

22. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces. The dismantling of any motor vehicle in the park is prohibited.

23. No more than two vehicles are permitted per space. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents.

24. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.

25. Grounds for eviction include, but are not limited to: (i) selling, possession, and/or using of illegal drugs; (ii) driving of vehicles under the influence of illegal drugs or alcohol; (iii) threatening, brandishing or use of firearms, assault, or use of any weapon by any Resident, relative, visitor, or guest on our property (iv) any other violation of these rules or the lease

26. Swimming pools, wading pools, and hot tubs may be allowed with park manager's approval, but must meet the following guidelines:

- Small kiddie wading pools under 2' deep are allowed as long as they are attended. When not in

use, they must be emptied and stored.

- Larger pools over 2' deep, hot tubs, Jacuzzis, etc. that would retain water must meet all local safety codes for a residence, to include but not limited to:
- Coverage under your homeowners insurance including a liability limit of \$1,000,000. A copy of the insurance must be provided to the park manager and the pool must be explicitly addressed. The park must be named as additional insured.
- The yard and pool must be surrounded by a non-scalable 6' fence.
- All access to the area must be controlled via self-closing gates and locked at all times.
- Hot tubs must be fully enclosed with a locking door or gate as the only access. Covers must be secured and locked when not in use.
- All pools must be properly stored out of sight during the winter months and when empty.
- Property must be restored to original condition after the pool is removed. If necessary, management will restore condition and invoice tenant for the expense.
- An audit of the park by the insurance company may result in an increased insurance premium. It is not fair to spread this burden over all tenants. By erecting a pool according to these guidelines, you hereby agree that any increased premium will be divided by the number of tenants with pools and paid accordingly.

27. Fire pits may be allowed with park manager's approval, but must meet the following guidelines:

- Cooking with standard barbeque equipment is allowed.
- Fire pits must be in an enclosed pit or pan, no larger than 2 ft diameter by 1 ft tall
- No closer than 15 feet from a structure
- Must be covered by a spark arresting wire mesh screen
- A responsible person must be in attendance of fire at all times
- Fire extinguishing equipment (pressure extinguisher, garden hose, water bucket) must be close at hand at all times
- No garbage or similar material is to be burned.
- Fire pits may be disallowed at park management's discretion in times of high fire danger. If community is located in an area with fire ban or fire restrictions in place, then those restrictions will be enforced.

28. Trampolines (with the exception of 36" exercise trampolines) are not allowed in the community due to insurance liability.

29. Fireworks are not allowed in the community.

30. Storage units must be approved by management and shall remain the property of resident. Management is not responsible for any losses or damage to tenant's shed or stored items.

31. Large patios and porches require skirting. All homes require skirting. Patios and porches are not acceptable storage locations. Residents who do not maintain complete skirting around their home will receive a warning letter giving a one month grace period to fix the missing or broken skirting. If after one month the skirting still has not been brought into proper shape fully covering all four sides beneath the home, management will hire a vendor to fix the skirting and the cost of such services will be billed to the tenant.

32. All pets must be approved by management and registered with management.

- Domestic pets less than 30 pounds are permitted within the park.
- No more than 2 pets per household will be allowed.
- Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times.
- Tenants are responsible for their pets at all times.
- Pets are not permitted to be unattended in the park and/or create any nuisance.
- If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly.
- No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of biting a human being. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction shall subject the tenant to immediate expulsion from the premises and termination of the lease by the landlord.

33. Tenants are responsible for the activities of the occupants of their home and their guests while they are in the park. An adult must supervise young children at all times. People are not permitted to play in the street, parking areas, or neighbor's yards without permission.

34. Items are not to be left in the common areas when not in use. Children under 18 years of age are not permitted to be out and unsupervised in the park after 10:00 pm.

35. Disturbing noise is not permitted in the park at any time.

36. No signs or fences are permitted except with the permission of management.

37. Commercial activities by residents and/or their guest are not permitted within the park.

38. Our MHP is private property. If a mobile home is sold on-site that is not safe, not sanitary, the Licensee will not execute a new land lease for its buyer, not accept its buyer as a Resident, evict the buyer, and remove the home from the land. The Licensee may also file a complaint and press charges against the buyer for trespass as the law allows. To execute the sale of a mobile home on-site, the Resident (or his Agent) must find a ready, willing, and able purchaser of his mobile and manufactured home who satisfies the Entry Requirements.

39. Homes will be moved and removed from the lot only by an authorized moving contractor approved by Management and after Management has been provided with a copy of a valid, signed permit from the county and State. No home shall enter or leave the community without express written permission from Management. The Resident has the right to sell the home but must give Management written notice of intent to sell. Furthermore, the prospective buyer must fill out an application along with a picture ID and submit it to management for approval

Any sale of a mobile home is subject to any and all unpaid lot rent and other charges due and owing to Management from the selling Tenant, and all such charges must be paid to Management prior to sale, or upon sale of the mobile home. In the event owed charges are not paid, the purchasing Tenant and the selling Tenant shall be immediately jointly and severally liable to Management for all such charges that are unpaid, the non-payment of rent shall constitute a violation of rules and may result in eviction pursuant to Maine law.

40. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.

41. All rental payments and other fees due to the mobile home park owner or operator must be paid in full before the home is removed from the park, sold or occupied by a new tenant or owner.

42. Payment of the monthly lot rent in full is required by the 15th of the month.

43. Violations of any of the above rules and regulations will result in the termination of the lease and the eviction of the tenants.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.