

Community Rules

Mountainside Community Cooperative

A Resident Owned Community

Owned and operated by: Mountainside Community Cooperative

Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 30 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT AN EVICTION NOTICE WILL ONLY BE ISSUED IF YOU FAIL TO PAY ALL RENT DUE WITHIN 26 DAYS AFTER THE RENT IS DUE.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION OR FOR OTHERWISE ASSERTING YOUR RIGHTS UNDER 10 M.R.S.A. CHAPTER 953 ("REGULATION OF MOBILE HOME PARKS; LANDLORD AND TENANT").

IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 45 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE COMMUNITY IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY.

MAINE LAW REQUIRES THAT A TENANT RECEIVE A WRITTEN COPY OF 10 M.R.S.A. CHAPTER 953 ("REGULATION OF MOBILE HOME PARKS; LANDLORD AND TENANT") BEFORE SIGNING AN OCCUPANCY AGREEMENT. A WRITTEN COPY OF THAT LAW IS AVAILABLE AT

<http://legislature.maine.gov/statutes/10/title10sec9097.html>. IF YOU DO NOT HAVE ACCESS TO A COMPUTER, YOU ARE ENTITLED TO RECEIVE A HARD COPY OF THE LAW UPON REQUEST. YOU MAY ALSO BE INTERESTED IN REVIEWING A GUIDE TO YOUR RIGHTS, AVAILABLE FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE MAINE ATTORNEY GENERAL'S OFFICE.

6 State House Station Augusta, ME 04333

online at: http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27934

I. GENERAL RESPONSIBILITIES

- 1) The Cooperative is responsible for:
 - All underground utilities
 - Snowplowing of roads
 - Maintenance of roads and common areas
 - Trees more than 6 inches in diameter
 - Utility Poles unless owned by the electric company
 - Enforcing the community rules of the Cooperative
- 2) The homeowner is responsible for:
 - Hooking up to utilities and maintaining connections
 - Pipes that are above ground leading to the home
 - Keeping the home fit for human habitation including but not limited to water and sewer connections
 - Upkeep of their lot
 - The care, maintenance and snow removal of their own walk-ways and driveways.
 - Obeying community rules
 - Payment of lot rent on time
 - Prominently displaying the street number on the front of the home for emergency location (911)
 - All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid, all rental payments and other fees due to the

Cooperative are paid in full, and a copy of the permit from the local governing body allowing removal of the home is given to the Cooperative. A new resident may not occupy your home unless all taxes are paid, and all rental payments and other fees due from you to the Cooperative are paid in full (or an acceptable written arrangement to pay those amounts is executed and approved by the Board of Directors of the Cooperative).

- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are required to carry homeowner's insurance. The Homeowner may be requested to provide proof of insurance at the discretion of the Board of Directors.
- 4) The speed limit in the community is five (5) MPH.
- 5) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed.

II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. This is a 55 and over community where at least one member of each household must be 55 or older.
- 2) All lot rents are due on the 1st day of the month. There is a 4% late charge for rent received after the 15th (fifteenth) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$25.00 (twenty-five) over the current bank fees per check. No re-deposits will be made. Non-Members will pay \$150 dollars above the prevailing Member lot rent.
- 3) Any homeowner wishing to sell or remove their home is required to give a forty-five (45) day written notice of intent to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the Cooperative as a condition of allowing the home to remain in the community.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose a hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this corporation:

- Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by [applicable state law]), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.
 - Notwithstanding rights of the Corporation under applicable state law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Corporation's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.
- a) For sales of homes:
- i) The notice of intent will contain the agent's name, telephone number, and address, and the asking price of the home.
 - ii) If the purchasing homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with applicable law.
 - iii) If the Corporation is owed money by the resident, the Board of Directors will only execute an Occupancy Agreement for the new owner(s) of the home, if all monies owed are paid to the Cooperative or an acceptable written arrangement to pay any back owed amounts is executed and approved by the Board of Directors of the Cooperative.
 - iv) A Bill of Sale must be provided to the purchaser of the home that includes the seller and buyer names and date of the sale.
- b) For removal of homes:
- i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - ii) In addition, a copy of the permit to remove must be given to the Board of Directors prior to removal.
 - iii) The lot must be cleaned of any trash, debris, and hazards, (i.e. stairs falling apart, outbuildings in disrepair, broken glass).
- c) For homes to be moved in:
- i) The Board of Directors requires written approval of all new and used homes prior to delivery. Such approval shall be provided so long as the home meets state and federal standards for manufactured housing, and complies with the standards in Article III below.
 - ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community.
 - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
 - iv) All work must meet the minimum standards set by the State of Maine.

- 4) Only those in-home businesses that do not create additional traffic, noise, or odor in the community are allowed. No soliciting is allowed in the community.
- 5) Sewer disposal systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, pet litter, non-bathroom tissue or bio-hazard material. As a Cooperative Member, you are an owner of our systems, and premature failure of the system is a costly expense that could increase our rent. **If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.**
- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from freezing and leakage, especially during the winter months. At this time, the standard method to prevent freezing is heat tape. You are required to inspect and plug the heat tape in (if not automatic) each year in the fall. The Cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. **If the damages to the Cooperative property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.**
- 7) Notify the Board of Directors if there are any additions of occupants in your home. Guests are allowed to visit up to 30 days. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party (unless joining the voting Membership). Each additional adult Occupant must meet the Cooperative Criminal Background Criteria and submit an application and authorization for a criminal background check to the Board of Directors. Payment for the screening is to be paid by the Member requesting the additional occupant.
- 8) All homeowners are responsible for the actions of their guests, Members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. All state and local regulations on the sale and use of marijuana apply. This is a drug free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected. Quiet hours are from 10 pm to 8 AM. No residents or guests shall loiter in common areas after dark.
- 12) Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with DEP standards as published by the Maine Department of Protection (DEP) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. **Any tank not brought into compliance with such standards within the time given in a written**

notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner, and such expenses may be collected and assessed in the same manner as rents under Maine law.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks, garages and skirting are to be kept in good repair so the appearance of the home and lot are attractive overall.
- 3) Carports of any kind are not allowed in the community.
- 4) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railings and accord with the town's building code. Any stairs with four or more steps are required to have railings in accordance with state and local law.
- 5) No more than 2 (two) utility buildings are allowed (either one garage and one shed or two sheds). Metal frame sheds are not permitted. Any new structure is to comply to the following standards:
 - a) Newly constructed buildings must meet all town codes in relation to size
 - b) doors and windows stay in good repair and are able to be closed
 - c) Roof of building must be pitched and the top of building may not be higher than the roof of the home.
 - d) Temporary storage structures of any kind are not allowed on a permanent basis. Use of these items on a temporary basis requires approval from the Board of Directors.
- 6) All newly constructed garages, sheds, buildings, additions, porches, and decks are to have prior written approval by the Board of Directors, who must sign the request, and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 7) There shall be no treehouses or children's play facilities in the Cooperative. Pools and trampolines are strictly prohibited.

IV. SITES

- 1) Clotheslines are permitted but must be out of the sight of the roadway and clothes must be taken in by the end of the day. Clotheslines must not be tied to any utility pole or interfere with any community utility.
- 2) Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight. If the homeowner uses a curbside pick-up service, barrels must be removed same day by dusk.

- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the Cooperative reserves the right to have the lot cleaned at the owner's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of rubbish is **not** permitted. Gas and charcoal grills are permitted, but should be kept a safe distance from the home, in accordance with applicable law. Only those outdoor fires burning units that have a controlled propane flame may be used in the park and must not be used near any buildings. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes or enclosure of fuel tanks only. Decorative fences shall be no higher than four (4) feet. No lot perimeter fences are allowed. Before designing or installing any fence, written approval of the Board of Directors is required.
- 7) The use of the lot by the homeowner will not interfere with the Cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask the Board **before** you dig or plant, regarding where water and utility lines are (if known). DIGSAFE regulations apply.
- 8) Trees greater than 6 inches in diameter must not be trimmed or cut without prior approval of the Board of Directors. No planting of any trees is allowed without Board of Directors approval. Only small decorative trees with small root systems will be considered for planting requests. Plantings of flowers or shrubs around the home and site is allowed and encouraged. If plantings are removed, the holes must be filled in and landscaped appropriately.

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed within the community. No vehicle repair or fluid changing is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted.
- 2) Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snow plowing or emergency vehicles.
- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used for recreation in the community.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit is 5 (five-5 MPH).
- 6) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.
- 7) Campers, RV's, Boats and trailers are not to be parked on the lot unless approved by the Board of Directors and only if space allows and the vehicle is registered and operational. The Board reserves the right to make all final decisions on this matter.

VI. ANIMALS

While the Members of this Community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Residents that own a pet must abide by all local and state laws.
- 2) Domestic pets are allowed in this Community with restrictions. A home may not have more than 2 (two) dogs. Dogs must be registered and licensed with the town. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any Cooperative property is not allowed.
- 3) These dogs are prohibited:
 - a) Any dog with a history of aggressive behavior or biting.
 - b) Any animal that is on a list of prohibited pets, as provided by the Cooperative insurance company.
- 4) Permitted dogs will be under control of the owner or tied up when on the lot. All dogs must be on a leash when off of the lot, no exceptions. A barking dog may not be left outside for longer than ten minutes. Dogs shall not be left outside unattended.
- 5) Cats who are destructive to other residents' lots or homes will be required to remain indoors. Failure to abide by that request will result in a request to remove the cat from the community.
- 6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner. No pet waste should ever be left or disposed of on the lot or on any common areas.
- 7) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any Member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled Board meeting. Any exception that is granted by the Board shall be subject to revocation at the sole discretion of the Board.

VIII. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the Cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay for filing fees and service of process fees. These costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Cooperative. The costs incurred by the Cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with this document and the Community Rules. The Cooperative shall be liable for such fees in the event the homeowner prevails completely in any such action.

In the event a legal action is commenced against the Cooperative by a homeowner, if the homeowner prevails, the homeowner shall be entitled to the costs of filing fees and service of process. The term "legal action" shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

IX. SEVERABILITY

Should any part of these rules be deemed illegal, the rest of the rules herein shall continue to apply.

X. LIABILITY AND INDEMNIFICATION

The Cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The Cooperative shall not be liable for any damages due to or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. The Cooperative shall not be liable for any damage arising from the acts or omissions of any resident or other occupant of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property, of the guests of said individuals, or of the pets of any of the aforementioned individuals. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and for any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. You hereby covenant and agree to indemnify the Cooperative and hold it harmless from all costs and expenses occasioned by the acts or omissions of you, any member of your Household, any guest of your Household, and any pets of said individuals, including but not limited to any liability, loss, claim, legal costs, or attorney's fees. Nothing herein shall be deemed to release the Cooperative from gross negligence.

Except for gross negligence of Cooperative, homeowners hereby release Cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the Cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by Cooperative consistent with these Rules and applicable law.

Mountainside Community Cooperative Community Rules

Total 9 Pages - Approved on 11/6/19

by the Membership

The foregoing is a true and accurate account, attested by [Signature]
Secretary

