MARSHWOOD ESTATES MANUFACTURED HOUSING COMMUNITY

Park Rules & Regulations

Dow Highway Owner LLC
136 Newbury Street
Boston, MA 02116

Table of Contents

Article Page
Welcome ……. 1
Important Notice ……... 2
1. Rental Occupancy/Agreement …… 3
2. Maintenance of Park/Utility Systems …….. 4
3. Buildings & Appurtenances ……... 5
4. Maintenance of Lot …… 7
5. Personal Conduct/Noise …… 8
6. Animals ……... 8
7. Vehicles ……... 9
8. Abandonment ……. 10
9. Sale of Manufactured Home ……... 10
10. Removal of Manufactured Home ……..…... 11
11. Liability ……..…... 11
12. Enforcement ……..…... 12
13. Notice ……..…… 12
14. Termination of Occupancy/Separation ……..…….. 12
15. Notes ……..…….. 13
16. Acknowledgment of Rules & Regulations ……... 13
17. Fee Schedule ……14

Marshwood Estates Manufactured Housing Community

Welcome…

Welcome to Marshwood Estates Manufactured Housing Community. It is the desire of Dow Highway Owner LLC, to provide a pleasant, attractive environment for the residents. These rules and regulations are intended to provide a safe, tranquil, well-functioning place in which to live, while maintaining the value of your home.

The rules and regulations, firmly and fairly administered shall keep the park safe and attractive, not only for you, but for others who may desire to move in. In any of the following Rules & Regulations where it is stated that you must have "written approval", such approval shall not be unreasonably withheld. Unless a specific time limitation is stated, management shall respond to your request within seven calendar days.

Effective February 1, 2022

Marshwood Estates Manufactured Housing Community

IMPORTANT NOTICE

The rules set forth below govern the terms of your rental agreement with this manufactured housing park. The law requires all rules and regulations of this park to be reasonable. No rule or regulation may be changed without our consent unless the park gives you THIRTY (30) days advance written notice. Subject to the terms of any written lease agreement, you may continue to stay in this park as long as you pay your rent and any other lawful charges, follow the rules and regulations of the park and applicable local, state and federal law; do not damage park property and do not repeatedly violate park rules or disturb the quiet enjoyment of the other residents of the community. You may be evicted for nonpayment of rent, but only if you fail to pay all rent due within thirty days after you receive written notice that you are behind in your rent.

You may also be evicted for not following the rules and regulations of this park, but only if the rules and regulations are reasonable, you have been given written notice of your failure to follow the rules, and you continue to break the rules. If you receive three written notices within 12 months you may be evicted even if you have corrected all the violations.
If park management chooses to evict you, you must be given 60 days advance notice, except if you are behind in your rent, in which case only 30 days' notice is required. The eviction notice must state the reason for the proposed eviction.

You have the right to sell your home in place to anyone as long as the buyer and their household meet the rules of the park and your home satisfies the requirements of section 9, sale of homes, in these park rules. You must notify the park manager if you intend to sell your home prior to listing the property. Failure to do so may mean that the buyer will be required to move the home from the park. Whenever a reference to homeowner appears in these rules, such reference will include the home's owners or occupants, every person residing with the occupant, either full-time or part-time, or periodically and guests or persons for hire whenever the context would reasonable require compliance by such persons. Any part or portion of the park rules that might be found to be illegal does not invalidate any other portion of these requirements.

Marshwood Estates Manufactured Housing Community

Rules and Regulations

1. **RENTAL / OCCUPANCY AGREEMENT**

1.1. All homes within Marshwood Estates Manufactured Housing Community shall be occupied by the legal owner and those individuals listed on the application form, with the exception of children born to the occupants/adopted by the occupants during the term of the lease agreement. Any guest or occupant who moves into an occupied home for a period in excess of thirty (30) days cumulative in any given year is subject to approval by the park. The park management may request occupant to complete an application form and require the individual to sign acknowledgement of the rules and regulations.

1.2. Homeowner shall notify park management within ten (10) days of the birth/adoption/addition of a child.

1.2.1. Visiting children are limited to a maximum of thirty (30) day's visit in the park.

1.2.2. Homes shall not be sublet, rented, or otherwise occupied by others in the absence of the legal owner.

1.3. A base monthly rent is due and payable on the first of each month. If rent is not received by the 15th day of each month, a late fee of 4% of the current amount due will be charged. Rent is due in advance on the first of the month and can be mailed via US Mail or, if you choose, automatically deducted from your checking account. Eviction proceedings will commence if rent payment plus late fee is not received by the fifteenth of the month. Partial payments against past due balance will be allocated to the amount furthest past due, and shall not be deemed sufficient to stop eviction proceedings.

1.4. Checks returned for insufficient funds will be assessed a $50.00 fee. If a check is returned for insufficient funds, all future payments must be made by bank check, money order or cash.

1.5. Rental payments and other fees due to the mobile home park owner or operator must be paid in full prior to removing home from park, sold or occupied by a new owner. Please make checks payable to: **Dow Highway Property Owner LLC. Alternatively, please set-up your online portal to make payments online.**

Any expense incurred by Management to correct any failure of the tenant to comply with these rules and regulations shall be considered as and treated as Additional Rent Owed. Nonpayment of Rent or any lawful charges still outstanding when due shall be sufficient basis for eviction .

1.6. Failure to pay all taxes accruing to the town when due is a violation of the rules and regulations.

1.7. The tenant shall be held liable for any damage caused by homeowners/children/guests to the Park or any of its improvements, i.e. water/sewer pipes, roads, lawns, electrical installations, etc. The full cost of repairs/replacements resulting from such damage shall be due on demand as Additional Rent.

1.8. All charges set forth in the rules and regulations shall be deemed rent due and payable as set forth above.

1.9. Homeowner's occupation and use of the space provided pursuant to this agreement and the common facilities of the park shall be subject to all terms and conditions, rules and regulations stated herein.

1.10. Homeowner hereby acknowledges that he has inspected the site to be rented and found it safe and acceptable and will maintain the site in a safe and attractive condition.

Effective February 1, 2022

Marshwood Estates Manufactured Housing Community

2. MAINTENANCE OF PARK / UTILITY SYSTEMS

2.1. **Water System** : The water system for this community is designed for domestic use only.
2.1.1. Use of water outside the home is limited to washing the exterior of your home once annually.
2.1.2. Occasional washing of vehicles is acceptable. Landscaping may be watered by hand only. Sprinklers, soaker hoses and similar devices are not allowed.
2.1.3. Allowing your water to run constantly during freezing temperatures is prohibited.
2.2. **Sewer System** : Plumbing fixtures shall be used only for the purposes for which they are constructed as substantial damages/blockages can occur with the private sewer system if unsuitable material is disposed of. The following items shall not be disposed of in the sewer system including, but not limited to: colored toilet tissue, facial tissue, paper towels, pre-moistened wipes, disposable diapers, sanitary napkins, tampons, tampon applicators, condoms, cotton swabs, cigarettes, paint, oil or chemicals of any kind. Please be sure to enforce this rule with your family, members and guests. Disposing of these items in your toilet or sink will cause damage to the sewer treatment system. Tenants found in violation of this rule will face immediate eviction and costs to repair damage.
2.2.1. No garbage disposal systems should be installed since they overtax the septic system.
2.2.2. No powdered laundry detergent shall be used.
2.3. **Snowplowing** : During snow plowing and removal operations, visibility is often very poor. All residents and guests shall stay clear of snow plows and heavy equipment. IF you encounter a plow truck or other equipment during snow removal operations STAY CLEAR – DO NOT ATTEMPT TO PASS UNTIL YOU ARE SIGNALED TO DO SO BY EQUIPMENT OPERATOR. Once the operator sees you, he will come to a complete stop and signal you by hand, or if at night, by flashing lights several times. Never assume the plow operator can see you. Avoid walking at night during snow storms. Children should NEVER be allowed to play in, on, or around any SNOW BANK, especially the snow banks lining the roads. Do not shovel or otherwise move snow onto the roadway. Park Owner will not be responsible for damage to tenant’s personal property left in the way of snow removal operations. Vehicles parked on the road during snow storms may be towed at the owner’s expense without notice.

Effective February 1, 2022

Marshwood Estates Manufactured Housing Community

3. BUILDINGS and APPURTENANCES

All homes shall be maintained in good condition and repair. The exterior of all homes shall be clean, neat, free of rust/corrosion, and properly painted at all times. Roof must be pitched and in good condition. Windows and doors must be in good condition and operable. Management reserves the right to specify color and type of paint or siding to be applied to the exterior of tenant's home and shed.

3.1. Park Management reserves the right to require reasonable repair, maintenance and improvement of any home and surrounding appurtenances. Non compliance authorizes management to have the necessary services performed at the expense of the tenant and billed at the current hourly rate of $75.00 per hour.

3.2. Utility services are to be properly connected, insulated (including heat tape) andprotected before a homeowner takes occupancy.

3.2.1. Except for those incidents covered by manufacturer's warranty, the homeowner is responsible for repairs to all above ground services to their manufactured home, including connections to all utilities and all valve and connections under the home. Any blocked or broken utility lines are to be reported to Management and repaired immediately. The park management reserves the right without notice to temporarily shut off the water supply to a home or area of the park if a water leak exists wherever such action is deemed by the park owner to be in the best interest of the park. Park owner shall not be liable for any damage to the manufactured home or its contents due to interruption or resumption of any utilities.

3.2.2. Plumbing is to be kept in good repair and plumbing leaks in or under a home are to be repaired immediately by the homeowner. Blocked or broken sewer lines are to be reported to the manager and repaired immediately. Noncompliance authorizes management to have the necessary services performed at the expense of the tenant and billed at the current hourly rate of $75.00 per hour

3.2.3. Tenant is responsible for the propane and fuel oil tanks servicing their home. Tanks should be inspected annually by qualified personnel to insure compliance with state and local regulations. Propane or oil tanks found to be in violation of state or local requirement must be reported to the manager and brought into compliance immediately. Tenant is responsible for damages and clean-up costs associated with leaking propane or fuel tanks. Caution: Fire Department requests that you routinely remove leaves and other debris from oil tank area to prevent rusting, deterioration and/or a potential fire hazard. State Law requires that at replacement of any outside oil tank, concrete pads must be placed under the legs of the tank if installed horizontally, or a full concrete pad under the entire tank if installed vertically.

3.2.4. The lot number shall be prominently displayed on the front of the house for 911 emergency locations services.

3.2.5. At least one (1) smoke detector(s) must be installed on or near the ceiling areas within or giving access to each bedroom. Battery operated detectors should be checked annually.

Effective February 1, 2022

Marshwood Estates Manufactured Housing Community

3.3. Damage to Manufactured Home. If the manufactured home or the surrounding outbuildings/appurtenances are damaged by fire, windstorm or other acts of nature/causes, the homeowner shall either remove or repair the manufactured home and/or appurtenances within a reasonable time or the park will do so at the homeowner's expense. The homeowner shall notify Park Management of plans to repair or remove the damaged home within thirty (30) days. Notice shall contain information, which demonstrates that the homeowner has, or will have as a result of receipt of insurance proceeds, sufficient assets to restore the manufactured home to the standards set forth hereunder, and repairs required to restore the manufactured home will be completed within sixty (60) days of the damage. The park owner may allow a longer period for such repair if the homeowner demonstrates that insurance proceeds to affect such repairs will be forthcoming without reasonable delay.
3.4. **Appurtenances** No utility buildings, carports, room additions, awnings, screens, skirts, lighting, steps and/or other improvements shall be erected until Management has approved the proposed construction and conveyed that to the code enforcement officer and a required building permit has been obtained from the Town of Eliot. Location of any exterior improvement listed below must receive written authorization from Management to confirm that improvements meet rules and regulations and so as not to disturb underground utilities lines (water, sewer, electric).
3.4.1. All improvements/additions to the manufactured home shall be a design in harmony with the home.
3.4.2. Improvements shall be constructed by a reputable builder/supplier in compliance with all-applicable laws, codes and ordinances. Work must be completed within 30 days from start date.
3.4.3. One (1) wood framed utility building (not to exceed 8'X10' and no higher than the tenants home) permitted. Utility buildings will be placed at the rear of the manufactured home at the park owner's discretion. No metal sheds allowed. Damaged sheds shall be repaired or removed.
3.4.4. Steps to the home or patios shall be constructed of sturdy precast concrete or shall be of neat wooden or aluminum construction. Concrete blocks are not acceptable. Handrails must be intact and in good condition.
3.4.5. Skirting of the entire manufactured home is required. New or replacement skirting material shall be metal, vinyl or masonry aggregate material and of a color harmonious to the color of the home.
3.4.6. Outside post lamps or any other outside lighting (including those permanently attached to the house) must be installed so that the light is directed not to disturb other homeowners or drivers in the street.
3.4.7. Steps, porches, skirting and screening are the property of the homeowner, however, if left on the lot on the day after removal of the manufactured home, they shall become the property of the park owner.
3.5. No fences, swimming pools, skating rinks or trampolines are allowed unless otherwise approved by the park management.
3.6. Umbrella type clothes reels are acceptable and shall be placed to the rear of the lot in an inconspicuous area. Location to be approved by management.
3.7. Lawns are to be left free of clutter. Any toys, lawn chairs, other outdoor furniture or accessories should be stored inside each night. Management reserves the right to limit the quantity and type of outdoor equipment and furniture. Bikes are not to be ridden on
the lawns.

Effective February 1, 2022

Marshwood Estates Manufactured Housing Community

4. MAINTENANCE OF LOT

Homeowners shall keep and maintain their lot in a clean, sanitary and uncluttered condition at all times and shall not violate any rule, regulation, ordinance, statute or state law pertaining to the use and occupation of the lot.

4.1. Driveways, walks, porches, patios and steps shall be kept neat, in good repair, and free of ice and snow by homeowner.

4.2. **Landscaping**

4.2.1. Homeowners shall keep grass mowed, trimmed and neat on their site at all times. Grass and weeds shall be removed from around home, trees, shrubbery and gardens.

4.2.2. Homeowner shall make arrangements for lot maintenance to be performed in their absence (i.e. vacation). Should a homeowner fail to comply for a period of 7 days following written notice from park owner, park owner may perform the work and bill the homeowner for reasonable services rendered at a rate of $75 per hour. Such bill shall be deemed to be additional rent hereunder, due and payable on demand in accordance with the terms set forth.

4.2.3. All planting of trees, shrubs and all gardens are welcomed, however must have park management's approval and become fixtures of the park upon sale or removal of home and shall not be removed without consent of the park owner. Arrangements should be made with the park management if they need to be moved in order to remove manufactured home.

4.2.4. No trees or limbs are to be cut without written permission of park management. Management reserves the right o trim trees and bushes to prevent interference with underground utilities.

4.3. Rubbish

4.3.1. All trash shall be in sealed containers and kept out of site from road fronting the manufactured home; and must be removed from lot on a weekly basis.

4.3.2. Abandoned, unused or rusting material, junk, piles of lumber or similar items, including old appliances, shall not be permitted on site at any time. If after seven days from notification of violation, such material is not removed management will remove material solely at tenant's expense.

4.4. Signs

4.4.1. No signs allowed in the park, included but not limited to "Yard Sale", garage sale, or auction type signs.

4.4.2. One "For Sale" sign of reasonable size will be permitted, but must be approved by the park management.

4.5. Firewood is permitted only for fireplaces or woodstoves used as a supplement to a central heating system, and which are properly inspected by the fire department. Firewood must be cut and split before it is brought into the park and piled neatly at the rear of the home, or it will be removed by management at homeowners' expense. Any wood smoke that becomes a nuisance to the neighbors will prohibit further use.

Effective February 1, 2022

Marshwood Estates Manufactured Housing Community

5. PERSONAL CONDUCT/NOISE

Homeowner is responsible for the conduct of their children and guests and making sure they follow the rules and regulations of the park. Homeowner shall be responsible for any damages caused by child/guest and agrees to reimburse any loss to park owner or other homeowner.

5.1. Homeowner, family members and guests shall comply with the laws of the State of Maine and ordinances of the City/Town including but not limited to all rules and regulations of the Health Office, Police Department and Fire Department.

5.2. Homeowner agrees to prevent dangerous or hazardous activities of their children/guests.

5.3. No trespassing on other lots, in culverts, or in the woods and fields surrounding park which are utilized by water, sewer and electrical systems servicing park. Tampering with park fixtures, electric service connections or other utilities is strictly forbidden.

5.4. Residents of the park and their guest(s) shall conduct themselves in a reasonable, quiet manner so as not to disturb others. Noise levels shall be reduced between 9:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. to 9:00 a.m. on weekends. No disturbing noises, i.e. loud parties/musical instruments/music, will be allowed at any time.

5.5. No in-home daycare business or hair salon is permitted.

5.6. No commercial business including auctions, moving/yard sales permitted.

5.7. Peddling, soliciting, or commercial enterprise is not allowed in the park without first obtaining written permission of the park management.

5.8. Skateboards, bicycles, wagons or other similar devices shall be used in a safe manner. No ramps/rails are allowed.

5.9. No firearms may be fired or carried about the person inside the park property. Any violation of state or local firearms ordinances by any homeowner or guest or any police action against a homeowner may result in eviction from the park.

5.10. No paintball guns, BB guns, archery equipment, fireworks or any projectile firing device may be used on park property.

5.11. No open fires are allowed.

6. ANIMALS

6.1. No dogs allowed in park. Those who currently have dogs registered with management may keep them until they expire as long as all pet rules are followed. Once your dog has expired or for any reason no longer resides in park, it cannot be replaced.

6.2. One (1) INSIDE cat may be allowed at the parkowner’s discretion. No more than two (2) birds, gerbils, guinea pigs or similar small pets may be kept in a home.

6.3. All dogs must be spayed/neutered and have current Town of Eliot licensure and State of Maine required shots. Proof of license/immunizations required when registering a dog.

6.4. No dog runs, outside pens, cages, bars, or “houses”, or any type of permanent or temporary installation or shelter for the maintenance or care of pets will be allowed.

6.5. Dogs must be kept on leash when being walked and resident/guest must clean up after animal.

6.6. Pets that create disturbance, including exotic pets, shall be removed from park at park management’s request.

Effective February 1, 2022

Marshwood Estates Manufactured Housing Community

7. **VEHICLES**

7.1. Only two (2) registered, inspected automobiles (passenger, pick-ups, vans) are permittedon each manufactured home lot. Additional registered vehicles may be parked at a site with the park manager's written consent and if the homeowner, at his expense, provides a paved parking area for this vehicle. No commercial or other types of vehicles are permitted unless consent is obtained from park owner. Repeat offenders may face a fine of ten dollars per day per excess vehicle.

7.2. Parking

7.2.1. There shall be no parking or driving of any vehicles on lawns.

7.2.2. There shall be no on street parking.. Vehicles parked on the street or other unauthorized place may be towed at homeowner's expense without notice.

7.2.3. No overnight parking on the street.

7.3. Driving

7.3.1. Only registered motor vehicles are permitted on the park roads and should only be operated by licensed operators.

7.3.2. Any motorized vehicles must be properly registered and inspected at all times or will be towed without notice and without recourse.

7.3.3. The speed limit within the park is ten miles per hour.

7.4. Recreational Vehicles

7.4.1. No off highway vehicles such as mini bikes, dirt bikes, snowmobiles or ATVs, etc. allowed to be used anywhere in the park.

7.4.2. ALL snowmobiles must be on trailers entering or leaving the park property.

7.4.3. Campers, trailers, motor homes, boats, snowmobiles, go-karts, motorized bikes, ATV's or similar vehicles are not to be parked or stored at the tenant's lot unless the item will fit entirely within tenant's shed.

7.4.4. These items can be parked in tenant's driveway for one day in preparation for use or storage.

7.4.5. There is limited storage space available for resident owned registered recreational vehicles and may be utilized with approval by Park Owner. It is the responsibility of the owner to secure vehicles. Dow Highway Owner LLC and management assume no responsibility for safety or security of such items.

7.5. Vehicle Repairs

7.5.1. No major automobile repairs are permitted anywhere in the park. Minor repairs (changing oil, changing tires, tune-ups) are permitted on homeowners paved driveway.

7.5.2. Damage to roadways or parking areas caused by leaking gas, lubricants or oil shall be the responsibility of the homeowner and shall be repaired by park owner at homeowner's expense.

7.6. Management reserves the right to limit the weight and position of heavy equipment or vehicles such as moving vans, plow trucks, tractor trailers, etc. which may overstress or otherwise damage park property. Any damage done to park property will be repaired at the sole expense of the responsible tenant.

7.7. No unregistered, uninspected, inoperable or otherwise junk vehicle or parts thereof, are allowed on park property, and are subject to immediate removal by management at owner's expense without notice or without recourse.

8. **ABANDONMENT**

8.1. Homeowners shall not vacate or abandon the manufactured home and/or site at any time during the rental agreement.

8.2. Absence for one (1) month or longer without paying rent shall be deemed abandonment, and cause for surrender of the site and of the manufactured home.

8.3. If a homeowner shall abandon, vacate or surrender said manufactured home and /or site or be dispossessed by process of law, or otherwise, any personal property (including any manufactured home on said space) belonging to the homeowner and left in the park shall be deemed abandonment at the option of management.

8.4. In the event of such abandonment of a manufactured home owned by a homeowner, the park owner may remove or cause to be removed the homeowner's manufactured home from the site and arrange for storage of same at the homeowners expense. Upon said removal, homeowner's claim to the lot site terminates. Neither the park owner, its employees, agents or representatives, nor the mover shall be liable for any damage to the manufactured home or its contents due to interruption or resumption.

9. **SALE OF MANUFACTURED HOME**

9.1. The homeowner shall notify management in writing of the intention to sell the manufactured home, prior to placing the for sale sign thereon.

9.2. New buyer must submit a park application for approval by the management. Character and credit references will be required.

9.3. New buyer will be charged a park entrance fee equal to two (2) months rent upon acceptance of application. Said entrance fee is not considered a security deposit and will not be returned at any point.

9.4. Homeowner shall permit the management to inspect the home, to determine that it is safe, sanitary and in conformance with standards identified in Section 3 – Buildings and Appurtenances and Section 4 – Maintenance of Lot, prior to listing the property. In addition, lot must be clean, free of clutter and debris, including under the home. If the home does not conform to the standards of the park, management will submit in writing within 7 days of the inspection, necessary repairs or modifications to proceed with the sale of the manufactured home.

9.5. Any home to be sold must be inspected by management for structural soundness and safety, including porches, decks, steps and handrails, plumbing, heating and electrical systems, as well as aesthetic appearance. All manufactured homes over 10 years old and less than 11 feet, 6 inches wide, are classified obsolete by these park rules, and shall not be permitted to be placed in the park or kept in the park upon resale

9.6. Any manufactured home sold in violation of these provisions, including but not limited to a failure to make repairs shall be removed from the park.

Effective February 1, 2022

Marshwood Estates Manufactured Housing Community

10. **REMOVAL OF MANUFACTURED HOME**

10.1. All manufactured home charges related to lot rent, utilities and taxes shall be paid in full before moving or selling the manufactured home. The site must be left clean or a reasonable cleaning charge will be assessed.

10.2. Homeowner shall give a 30-day notice to the manager before vacating the site. Failure to give such notice will result in an additional months rent charged to homeowner.

10.3. A copy of the permit to remove the home shall be given to management prior to removal.

10.4. Park owner may require a bond for any owner/contractor removing a home from the park, to cover any damages to the property including, but not limited to roads, septic systems, water systems, electrical systems, etc.

11. **LIABILITY**

11.1. Park owner shall not be liable for liability of debt or damage claimed for injury to persons, including homeowner and their guests, or for property damage from any cause, which is the responsibility of homeowner hereunder or, by law related to homeowner's occupancy of the lot. Homeowners hereby covenant and agree to indemnify attorney's fees, liability loss or other claims or obligations because of, or arising out of such injuries, damages on or about said lot, occasioned by homeowner's failure to keep the lot premise in repair, and shall not be liable for any damages due or occasioned by or from plumbing, gas, water, stream, or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet, or waste pipe; in, above, below, upon, or about said lot or park premises, nor for any damage occasioned by water, snow or ice coming through or being upon the lot or park premises, nor from any damage arising from acts of neglect of co-residents, or other occupants of the manufactured home park or of any homeowners, residents, occupants or owner of adjacent or contiguous lots and property or for the interruption or resumption of any utility service. 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, or caused by their improper use thereof. Nothing herein shall be deemed to release park owner from any gross negligence.

11.2. Park owner shall not be liable for any loss or damage suffered by its inability to deliver possession of the space at the beginning of the lease term. Park owner may, at its option assign another space, if any available, for homeowner's use. This refers to new sales and occupancy only.

11.3. Except for gross negligence of park owner, homeowner's hereby release park owner from any responsibility for any injuries or damages occurring upon, or in any way connected by the re-entering and taking possession by park owner under conditions of these rules and regulations.

11.4. Each homeowner shall maintain liability insurance covering loss, injury or death to persons or property while in homeowner's manufactured home or elsewhere on the homeowner's site.

12. **ENFORCEMENT**

12.1. Enforcement of these regulations shall be the responsibility of the park management. Violations known to any homeowner should be reported in writing to the management.

12.2. If the park owner employs an attorney to enforce any of the rules hereof, or to regain possession of said space, homeowner shall pay the park owner his actual attorney's fees and expenses, whether or not suit is filed.

12.3. Any breach of the aforementioned rules and regulations shall be construed as a breach of the terms of residency.

12.4. Whenever the permission or approval of the park owner is required hereunder, said permission or approval shall only be valid if given in writing.

13. **NOTICE**

Whenever any notice is required to be given or delivered under the provisions herein, said notice may be served upon the homeowner or park owner or representative, personally or by certified mail, return receipt requested. Either party hereto may, by written notice serve upon the other, change of its mailing address.

14. **TERMINATION OF OCCUPANCY / SEPARATION**

In accordance with the time periods hereinbefore set, the homeowner's lease agreement shall terminate upon the occurrence of any of the following events, upon receipt of written notice form the park owner and subject to any statutory conditions of limitations.

14.1. Non-payment of rent, additional rent, taxes, utility charges or reasonable incidental service charges.

14.2. Any change in the ownership or principal occupants of a home or any rental or sub-lease of a home.

14.3. Violation of the Park Rules and Regulations or breach of any terms of the lease agreement.

14.4. Creation of a health or safety nuisance. Failure to comply with local ordinances or state or federal law or regulations relating to manufactured home or manufactured home parks.

14.5. Damage by the homeowner to the lot site leased to homeowner, reasonable wear and tear accepted.

14.6. Repeated conduct by homeowner and homeowner's guests upon the manufactured home park premises which disturbs the peace and quiet of other homeowners in the manufactured home park.

14.7. Any other permissible reason for eviction recognized by law.

15. **NOTES**

15.1. Nothing contained in these rules and regulations is intended to be or should be interpreted as being contrary to Maine State Statutes, Title 10, Chapter 953. The invalidity of any section, sub-section or provision of these rules and regulations shall not invalidate any other section or provision hereof which shall remain in full force and effect.

15.2. The Park owner retains the right, in its sole discretion, to waive, in writing, any one or more of these rules with respect to any one or more homeowners. Waiver of any rule or right shall be in writing. A waiver on behalf of any specified individual or individuals shall not be deemed a waiver for any unspecified individuals.

15.3. The park owner may make amendments to the regulations at any time, and copies of such amendments shall be distributed to park residents. Such amendments shall become effective thirty (30) days after notice is given to park residents.

15.4. Fee Schedule: A schedule of fees (see FEE SCHEDULE) for various items are an integral part of these rules and regulations.

16. **ACKNOWLEDGEMENT**

By signing below, the Homeowner or Tenant hereby acknowledges that he/she has received and read in its entirety, the park rules and regulations and that he/she will comply with all park rules. The Homeowner specifically acknowledges having read and understood the provisions relating to the resale of Manufactured homes within the park.

Notice is hereby given that the cost of any attorney's fees or cost of collection necessary to collect rent or to enforce compliance with any of these rules and regulations will be the responsibility of the homeowner. Any circumstance or situation not specifically covered by these rules and regulations shall be decided at the sole discretion of the park management and shall be complied with within sixty (60) days of written notice.

Dated:_____

Homeowner:_____ Homeowner:_____

Park Owner / Manager: _____

Effective April 1, 2024

FEE SCHEDULE
Effective – April 1, 2024

Monthly Park Rent $613.00
*Subject to change annually

Late Fee (4%) of Monthly Park Rent.

Park Entrance Fee: Two months of Park Rent ($1,226.00)

Insufficient Check Fee $50.00

Electronic Funds Transfer for Rent $1.00

Hourly Maintenance Fee $75.00

After Hours Maintenance Fee will be determined based on vendors actual after hours costs.