PINE HILL MOBILE HOME PARK

PINE HILL ROAD

BERWICK, ME 03901

Owner/Manager:

Craig Therrien, Trustee

Craig N. Therrien Revocable Trust

603-332-0545

PARK RULES AND REGULATIONS

It is our intent to provide a mobile home community where the residents can enjoy a life of "Peace and Quiet with Prestige", a pleasant, attractive community that each resident can take pride in.

To assure this we have developed certain rules and regulations.

As you read through them, you will find that they are consistent with our goals. Their purpose is to make living here in Pine Hill Mobile Home Park more enjoyable and comfortable for you and your neighbors.

SECTION 1

TENANCY AND RENTAL OBLIGATIONS

I. Tenancy: Any person desiring to become a tenant at the Pine Hill Mobile Home Park (the "Park") must first apply for approval in accordance with the provisions of Section 3 (I) below prior to becoming a Tenant or Tenants in the Park.

II. Rental Obligations: All Tenants shall execute the Rental Agreement offered by the Landlord. Such Rental Agreement shall set forth the terms and conditions of Tenancy, and shall include the condition that all tenancies are subject to the terms of these Rules, this Agreement, and applicable state law.

A. Term: The term of each Rental Agreement shall be ONE MONTH, starting on the first day of the month and ending on the last day of the month, and each such Agreement shall be extended on a month to month basis thereafter provided that the Tenant has complied with all terms and conditions of the Agreement and these Rules, including, without limitation, payment of all rental charges and assessments due and payable under the terms of the Agreement and these Rules. Rental charges shall be due as provided in Paragraph 4 of the Rental Agreement, and may be increased by the Landlord from time to time in accordance with state law, with each monthly rental payments being due on the first day of each month.

B. Breach; Remedies: If Homeowners, or either of them, shall at any time default in the payment of rent when due, or default in the performance of any of their terms and conditions of the Rental Agreement or any rule or regulation set forth in these Rules, as the same may be amended from time to time, then Landlord shall be entitled to terminate this Agreement and enter upon the leased premises for the purpose of giving Homeowners notice of termination (which notice shall be effective if received by either Homeowners or left at any mobile home upon the leased premises) and this Lease shall be terminated on the date specified in such notice of termination which shall be at least thirty (30) days after the giving of such notice in the case of non-payment of rent and at least forty-five (45) days in the case of other grounds, without prejudice to Landlord's rights to rent or damages hereunder. Failure to act upon any one default shall not be a waiver with respect to any subsequent or continuing default.

C. Termination: Upon the expiration or other termination of the Rental Agreement, Homeowners agree to remove any mobile home upon the leased premises at or prior to termination or expiration. If as of such time any rent due hereunder or any sewer or water fees for which Landlord may be held responsible have not been paid, Landlord shall have the right to distrain said mobile home and hold the same as security for said rent or fees until the same shall be paid along with the cost of such storage and Landlord's expenses in terminating this Lease and removing Homeowners. Homeowners agree upon such expiration or termination to remove any and all other structures, debris, and the like, and to leave the leased premises in the condition in which they were found to Landlord's reasonable satisfaction. In the event that Homeowners shall fail to leave the premises in such condition, Homeowners shall pay to Landlord Landlord's costs of removal of debris and restoring the premises into as before condition and such costs shall be considered an expense of removal of Homeowners for the purpose of Landlord's lien upon Homeowners' mobile home.

D. Indemnification: Tenants agree to indemnify and hold Landlord harmless from any claim, liability, demand, action or cause of action arising from any claim of personal injury or property loss or damage suffered upon the leased premises by any

occupant, guest or invitees of the Tenants, unless the same is caused by negligence of the Landlord or its agents.

SECTION 2

HOME AND YARD CARE

I. Home Care: The following standards shall apply to all homes and leased premises:

A. All homes shall be maintained in good condition and repair, and the exterior of all homes shall be clean, neat and properly painted at all times. The park owner reserves the right to require reasonable repair, maintenance and improvement of any home.

B. Mobile homes must be skirted with white aluminum or white vinyl materials only. No wood or composition board is to be used. Management will approve a color other than white if the color compliments the color of the home. Before a home is skirted, management must see a sample of the material to be used. Any changes or installation of skirting must be approved by park management.

C. Any construction including utility buildings, patios, porches, additions or any other permanent or temporary structure must receive landlord's express written permission prior to the start of construction. All requests must be submitted in writing to include a drawing with dimensions.

D. All new sheds must have matching vinyl clapboard siding. If the mobile home does not have clapboard siding, white vinyl clapboard siding must be used. Only one (1) storage shed is allowed on each lot.

E. All additions to mobile homes shall be constructed in a craftsman like manner and the exterior shall be of the exact material as the mobile home.

F. The addition of a pitch roof on a mobile home must be approved in advance by the landlord. All applications for addition of a roof must be accompanied by plans and specifications prepared by a certified engineer or architect with due consideration for the structural integrity of the home and the legal height limits established by the State of Maine. Failure to secure an approval shall be subject to a cease and desist order by landlord and may be a term of default and may result in termination of lease.

G. All homes shall ensure that any and all propane or oil tanks are operated and maintained in a safe environmental manner and condition. Any single wall oil tank or single wall oil tank without secondary containment system that is 10 years old or older must be replaced with an approved steel or fiberglass double walled oil tank or a secondary containment system that encloses a new standard steel single wall tank. All

oil tanks shall be installed on an appropriately sized pre-cast or poured in place 4-inch (4") thick wire reinforced concrete pad. Any tank that is leaking or, in the opinion of the Landlord or his duly qualified inspector, poses an immediate environmental danger must be replaced, immediately upon notice of deficiency, with an approved tank in conformance with the above design requirements.

II. Yard Care: The following standards shall apply to all leased premises:

H. Fences not in excess of twenty-six (26) inches are permitted only with express written permission of the landlord and only if properly erected and maintained.

I. Only umbrella type clothes lines are allowed. No other clothes lines are to be erected.

J. All additional planting of trees and shrubs must be approved by management. All trees and shrubs are property of this park and can be removed by management at their sole discretion.

K. Garbage must be stored in metal or plastic barrels intended for that use. No other containers are to be used. Garbage will be collected once each week. Containers are to be put out no more that 24 hours prior to pick up and removed from curb side no more than 24 hours after pick up.

L. Tenants shall not keep upon the lot premises outside their home any personal property whatsoever except for not more than two (2) running registered private passenger vehicles. Tenant at no time shall keep upon the lot any partially dismantled, unserviceable or junked automobile(s) or motorcycles, or snowplows or other attachments to vehicles, or any commercial vehicle(s) or trailer(s), recreational vehicles or trailers, any livestock, or toys or bicycles and similar personal property, or any other personal property of any kind which in Landlord's sole judgment may detract from the atmosphere of the Park.

M. Tenants shall keep the lawn and grounds in a kempt and tidy manner, to include, without limitation, mowing of the lawn, care for shrubs, trees and vegetation, and kept free from rubbish, debris and detritus, whether man made or natural.

N. No swing sets, basketball hoops or any other sports or recreational equipment are to be erected on a lot or in the park.

O. In the event of violation of any of the above provisions A - M, the Landlord may give notice of violation and opportunity to cure. If not cured to Landlord's satisfaction, without waiving the Landlords rights under 10 MRSA Chap. 953 or any other governing ordinance, rule or statute, the management reserves the right to remedy the situation and to bill the Tenants the actual cost of such remedial action or maintenance seven (7) days after a written warning has been sent. Notwithstanding any invoicing and/or

payment of any such bill issued hereunder, repeat violations of these Rules shall be grounds for eviction as provided by law.

Section 3

SALE OF MOBILE HOME BY HOME OWNER

I. Buyer Application Requirements:

A. In order to promote the health, safety, welfare, aesthetics and reasonable living standards, along with the peaceful enjoyment of each homeowner's tenancy in the park, and to ensure that there are no excessive loads upon the water and sewer infrastructure in the park, including water pressure, any person or persons now a resident of the park contemplating selling his/her home must sell such home to a person or persons approved for tenancy in the park. Proposed tenants must meet the reasonable credit standards of the landlord. The landlord reserves the right to accept or reject proposed tenancies as set forth in this Section.

B. Management retains the right of approval of any prospective tenant. An Application for Tenancy Form must be submitted with twenty (20) days notice to park management and the management will respond within twenty (20) days after receipt of the form accepting or not accepting tenancy.

C. There is an Application Processing and Entrance Service Fee of $290.00 due from any new proposed resident (tenant) buying a new or used mobile home. This is due and payable at the time the application for tenancy is submitted. This fee is charged to cover the costs of processing the application, verifying credit, and to cover the costs of lot clean up, water shut off service, sewer shut off service, bookkeeping charges, and other services as may be required.

D. Any proposed buyer must meet the park's occupancy standards. The number of occupants in each unit shall be restricted in accordance with the reasonable occupancy standards established by the Fair Housing Act and the rules and regulations of the Secretary of the United States Department of Housing and Urban Development, as such occupancy standards may from time to time be amended, or as such standards may be determined by federal or state court decisions governing occupancy standards. Notwithstanding the above, occupancy shall be limited to no more than two (2) unrelated adults.

E. Each tenant was approved by management before entering into a lease. The approved application was based upon certain representations in such application,

including financial and occupancy information, which representations were relied upon by the landlord. Any proposed increase in the number of occupants above that stated in the application must be approved in writing by the landlord prior to any such increase in occupancy. Any proposed increase must comply with the requirements of sub-section D. Any material misrepresentation in such application, including, but not limited to financial and occupancy information, or the failure to secure approval for an increase in occupancy, or an actual increase in the number of occupants beyond the standards contained in sub-section D, shall be a term of default, and may be grounds for termination of the lease and eviction. The landlord is under no obligation to approve an increase in occupancy above the standards contained in sub-section D.

II. Requirements Prior to Resale

F. Not less than thirty **(30) days prior** to listing a home for sale or removing a home from the park, a resident shall give written notice of such intent to sell or move a home to the landlord. No home shall be listed for sale until the resident complies with the requirements of Paragraph G below.

G. The landlord shall, within fifteen (15) days of receipt of such notice, inspect the home in order to ensure compliance with state and park standards, and landlord shall furnish owner with a written list of all inspection items requiring repair, modifications or changes that shall be preconditions to allowing the home to remain in the park upon resale. Landlord will inspect the repairs within three (3) business days of request by resident.

H. In addition to any other inspection requirements of the landlord, upon resale all existing single wall oil tanks without secondary containment system 10 years old or older must be replaced with an approved steel or fiberglass double walled oil tank or a secondary containment system that encloses a new standard steel single wall tank. All tanks shall be installed on an appropriately sized pre-cast or poured in place 4 inch (4") thick wire reinforced concrete pad. Existing modern double walled tanks shall be inspected, and repaired or replaced as may be require upon inspection. Any required repairs or modifications, including the replacement of the oil tank, shall be completed prior to listing the home for sale.

Any oil tank that is leaking or deemed to pose an immediate environmental danger must be replaced immediately upon notice of such danger as provided in Section 1 (I) G.

I. Before resale of a home in the park, all wood sided storage sheds must be sided with vinyl or aluminum clapboard siding that matches the siding on the mobile home located on that lot. White clapboard siding or a color to be approved by management will be installed on storage sheds when the mobile home does not have clapboard siding.

J. No home may be offered for sale in the park until the required repairs, modifications and/or changes referred to above are completed to the satisfaction of the landlord or other arrangements are made to assure that those listed items shall be completed prior to the home being re-occupied by any approved buyer. Further, the landlord will not accept nor consider any application for tenancy of any prospective buyer until all repairs are completed or satisfactory arrangements are made as stated herein.

K. Unless a proposed buyer has been approved for tenancy by the management, mobile homes may not be sold with the understanding that buyer may retain the same lot. The actual sale or conveyance of any home to a person or persons who have not received prior approval of their application for tenancy shall be a term of default and may result in eviction of the home from the park pursuant to statute.

L. No "FOR SALE" sign will be erected in the park. The sole exception is that a "FOR SALE" sign may be placed in the window inside the home. The size is limited to 20 X 20 inches. No yard signs or outside display signs are permitted. This "FOR SALE" sign should be placed in the home after we have received the thirty (30) days notice of intent to sell and the resale is permitted in accordance with the requirements stated above.

M. The rights to reside in the park are personal to the properly approved residential tenant(s). The leasehold rights of any tenant(s) shall **not** be assigned or assumed by any person. Further, "house-sitting," "sub-leasing", "rent to own," "bond for a deed" and any other type of assignment of leasehold rights of any kind are expressly prohibited. The sole exception to these prohibitions is that the landlord may, in the exercise of his sole discretion, permit the assignment or assumption of a lease by a direct family member or members of a current tenant, provided that such proposed new tenant shall be accepted for tenancy pursuant to the standards contained in this section.

Section 3

CONDUCT

A. Tenants shall not use the lot or home for any commercial purpose, and shall utilize the leased premises solely for single family residential purposes. Tenants shall

not sub-let any rooms to "boarders" or others of a similar nature. The premises shall not be sublet.

B. After 10 P.M. there shall be no loud parties, loud musical instruments, music or noises. Noise of any kind must be reduced so as not to disturb other tenants. Necessity of a second warning may be a term of default and may result in the termination of lease.

C. Tenant shall be responsible for the conduct of their dependents, guests, or visitors. Breach of this provision may be a term of default and may result in the termination of lease.

D. Day care of children, or boarding or baby sitting service, or business is not permitted.

E. Drunken behavior, drinking in the street, noise, shouting, fights, or similar activity occasioned by the excessive use of alcohol is a term of default and will result in the termination of lease.

F. Any disorderly conduct, abusive language, noisy disturbances, or disregard of the rules and regulations herein contained is a term of default and will result in the termination of lease.

Section 4

MOTOR VEHICLES

A. The speed limit in the park is 15 miles per hour. Tenants are responsible to inform their guests. Speeding is a term of default and will result in the termination of lease.

B. No snow machines, mini-bikes or "trail-bikes" are to be driven within the park.

C. Loud cars and loud motorcycles are not allowed in the park. Motorcycles of any type must be driven slowly and quietly.

Section 5

PETS

A. Only small, quiet, and normally domesticated pets shall be permitted and only by written consent of park management.

B. Housing a pet without prior written consent of park management is a term of default and will result in termination of lease.

C. Dogs will be either A.K.C. Toy or Miniature breeds, not to exceed 10 pounds at maturity. We will accept other dogs upon proper application to the park management that are to be a companion to any resident with a demonstrated or a declared handicap. Any Dog of a breed which is deemed by the landlord, in the exercise of his sole discretion, to have a propensity for harming persons or other animals, shall be strictly prohibited.

D. All pets shall be kept on a leash at all times. No pets are to be tied out. No dog houses are allowed.

E. Noisy or unruly pets, or those about which justifiable complaints are received, will not be permitted to remain in the park. Refusal to remove a pet from the park once notified to do so by park management is a term of default and will result in termination of lease.

F. Pets shall be allowed to relieve themselves only on their owners' lot.

G. Pets of visitors shall be the responsibility of the home owner.

H. There will be only one pet per household.

Section 6

Miscellaneous

A. The management reserves the right to add and alter these rules and regulations if circumstances may require. Such changes will become effective thirty (30) days after notice is delivered.

B. Failure to follow the above park rules exactly will mean that an existing tenant will be immediately notified of a park rule violation and will be subject to eviction.

C. To insure the health, safety, welfare and reasonable living standards for all residents and to insure compliance with these rules the management may conduct an annual census of all tenants. Failure to complete the census within (15) days, and any misrepresentations in the census shall be a term of default and will result in the termination of lease.

D. It is recommended that residents endeavor to assist one another in complying with the park rules and bring violations to the attention of the management only as a last resort.

F. In the event of violation of these park rules, the Landlord reserves the right, in addition to any other remedy contained herein, to evict the tenant in accordance with 10 MRSA Chapter 953 or any other governing ordinance, rule or statute as the same may apply.

Park Rules Generally Revised on January 15, 2015

Effective February 15, 2015