

SUNRISE HILL ESTATES

A 55 and older housing Community

Park Rules And Regulations

Effective May 15, 2008

Revised August 1, 2019

Introduction

The Management of Sunrise Hill Estates is sincerely interested in maintaining an attractive and high-caliber Park environment. These Rules & Regulations are not intended to be unnecessarily restrictive or to in any way become obtrusive to your personal freedoms. Rather, they are designed to provide you an individually tranquil and secure place to live while protecting your investment in your home. These Rules & Regulations, firmly and fairly administered, shall keep the Park safe and more attractive, not only for and to you while you live here, but for others who may desire to move in at a later time.

Sunrise Hill Estates is a retirement Community. As such, it is the express intent of 309 Portland LLC, Park Owner, to provide housing for older persons (those 55 and older) in compliance with the Federal Fair Housing Act 42 U.S.C. Sec. 3601 et seq., as amended. 309 Portland LLC does not discriminate on the basis of race, color, national origin, ancestry, religion, age, sex, disability, familial status, national origin, sexual orientation, gender identity, or receipt of public assistance

The present and future value of your home rests, in large part, on the Park's appearance and its reputation in the community, both immediate and in the general area. The appearance of the individual homes and their yards play a large role in the overall attractiveness. Therefore, it is the intent of Management, as set forth herein, to provide the necessary criteria, guidelines, and rules and regulations to ensure all the preceding occurs.

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 in the Rules & Regulations, Management shall respond to your written request within thirty (30) calendar days.

Should Management determine that you have violated a Park rule or regulation, you will be notified in writing of the violation.

The Park Management is pleased that you have chosen to live at Sunrise Hill Estates. We hope your stay will be enjoyable, safe, satisfactory and of long duration. Please feel free to telephone the Management or write a short note if you need assistance on any service we are able to provide, or on any questions concerning these Rules & Regulations.

Sincerely,

David Francoeur
309 Portland LLC
Francoeur Realty Trust
17 Parkview Terrace
Somersworth, NH 03878

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MESSAGE FROM THE MANAGEMENT

The attached information lists Park Rules and Regulations as set forth by the Management of the Park, and they will be monitored and enforced by Park Management. Your attention to the specifics of these Rules & Regulations will be greatly appreciated, as they will enhance the orderly and neat appearance of the Park, and your adherence to them will create a community atmosphere, a safe place to call home, and a great place to live in.

On page 4 we have inserted a sheet which will require your signature. If you are Applicant for residency the Signatory Form (Page 4) must be received with your complete application package. If you are an existing Tenant, your executed Signatory Form (Page 4) must be received within 15 days of the Notice of Update. Your signature indicates you have read and fully understand the Rules and Regulations contained herein. The signature page must be filled out and returned, whether you are currently living in the Park or are entering into a rental agreement with Park Management. This way, we will all be starting off from the same point and there should be no confusion or misunderstanding over the Rules and Regulations. Some Rules have been modified since you last read them, so we encourage each of you to familiarize yourself with this package.

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IMPORTANT NOTICE REQUIRED BY LAW

The Rules and Regulations set forth herein govern the terms of your Rental Agreement with Sunrise Hill Estates. The law requires that all Rules & Regulations of this Park be reasonable. No Rule or Regulation shall be changed unless Park Management provides you with thirty (30) calendar days notice of the change. The existing rules apply in full force until the thirty calendar day notification period expires, whereupon the new Rules take full effect immediately.

Subject to the terms of any written Lease Agreement, you are welcome to stay in the Park contingent upon your rental fees being current, as well as any other lawful charge resulting from rule or regulation violation stipulated herein. You may be Evicted for non-payment of rent if you fail to pay all arrearages within thirty (30) calendar days of your written notification of such arrearage. Such forcible entry and detainer proceedings shall commence thirty-one (31) calendar days after receipt of written notification. All other forcible entry and detainer proceedings, including repeated failure to keep your rent current (i.e., violation(s) of Park Rules & Regulations) shall commence a forty five (45) calendar days after written notice of the violation. You shall be notified in writing of any violation(s), and you shall be alerted to the fact that forcible entry and detainer proceedings shall begin should you fail to correct the violation(s) within forty-five (45) calendar days. Failure to respond and/or correct the violation on your part shall be construed as a willful intent to ignore the notification, and forcible entry and detainer proceedings shall commence forty-six (46) days after your receipt of the written notification.

In accordance with applicable Rules & Regulations of the Park, and any and all local, State and Federal Law, you shall not damage Park property nor repeatedly bother other Park residents.

You may not be Evicted or otherwise discriminated against for joining a Tenant Organization.

You have the right to sell your home in place to anyone, contingent upon the Buyer recognizing his/her obligation to abide by the Rules & Regulations set forth herein. You are required to notify Park Management of your intention to sell your home prior to marketing it. Failure to abide by this requirement may mean the Buyer will be required to move the home from the Park. (For further details and necessary information, see Rule 12, Page 12).

Attached to these Rules & Regulations is a copy of the Maine Law regarding Mobile Home Parks.

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SIGNATORY FORM

I hereby affirm, by my signature below, that I have received the Park Rules and Regulations dated March 28, 2008, as revised August 1, 2019 and I have read, understand, and intend to comply with all of the Rules & Regulations of Sunrise Hill Estates, and that I have signed and filled out the enclosed Tenant Information Form (see Page 6). I also will sign and return this form signatory form. I understand that my signature below is mandatory, and that it signifies a binding contract with Management of Sunrise Hill Estates. I further understand that failure on my part to sign this form below and return it to the Francoeur Realty, Management of Sunrise Hill Estates (c/o 309 Portland LLC, 17 Parkview Terrace Somersworth, NH 03878) in a timely fashion could result in forcible entry and detainer proceedings against me. I further understand that this signature is required whether I have been living at Sunrise Hill Estates for some time or whether I am now in the process of entering into a rental agreement with the Management.

I also hereby acknowledged that the lot rent for lot _____ is _____ per month.

Signature of Tenant	Date
_____	_____

Signature of Tenant	Date
_____	_____

Received by Management on: _____

Date

TENANT INFORMATION FORM

Date of Entry _____ Lot No. _____

Former Address _____

Employed By _____ Address _____

Telephone _____ Serial # of Home _____

Name of Home _____ Model _____ Dimensions _____

Names of Occupants:

Vehicles Registration:

Make _____ State _____ Registration # _____

Make _____ State _____ Registration # _____

Pet(s):

Dog _____ Kind _____ Color _____

Cat _____ Kind _____ Color _____

Washing Machine (Y/N) _____

In Case of Emergency Notify: Name _____ Tel. # _____

Signature of All Adults:

Approved by: _____ Date: _____

Lending Institution Information:

Name: _____

Street Address: _____

Town/State/Zip: _____

Contact: _____

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APPLICATION FOR TENANCY

NAME of 55 or older applicant _____ SSN _____

Please Provide Copy of Current Driver's License or Other Legal Form of Identification

CURRENT ADDRESS _____ PHONE _____ RENT _____
LANDLORD NAME _____ PHONE _____ HOW LONG _____
PREVIOUS ADDRESS _____ PHONE _____
LANDLORD NAME _____ PHONE _____ RENT _____
EMPLOYER _____ PERSON TO CONTACT _____
ADDRESS _____ PHONE _____
POSITION / TITLE _____ YEAR _____ WEEKLY GROSS _____
PREVIOUS EMPLOYER _____ PERSON TO CONTACT _____
ADDRESS _____ PHONE _____
POSITION / TITLE _____ YEAR _____ WEEKLY GROSS _____
ADDITIONAL INCOME (EXPLAIN) _____

SPOUSE NAME _____ SSN _____
EMPLOYER _____ PERSON TO CONTACT _____
ADDRESS _____ PHONE _____
ADDITIONAL INCOME (EXPLAIN) _____

CREDIT REPORT AUTHORIZATION: I hereby authorization Francoeur Realty LLC to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. The information obtained is only to be used in the processing of this application.

SIGNATURE _____ **DATE** _____
OTHER FINANCIAL COMMITMENTS _____

NUMBER OF PEOPLE THAT WILL OCCUPY THIS HOME: _____ **ADULTS** _____ **CHILDREN** _____
CHILDREN NAMES / AGE / GENDER _____

PETS (yes / no) _____ **TYPE** _____ **WEIGHT** _____
VEHICLE MAKE _____ **YEAR** _____ **REG** _____
2nd VEHICLE MAKE _____ **YEAR** _____ **REG** _____
FINANCED BY _____

I verify by my signature below that I have read this entire application and that all of the information I have provided here in is true and correct. I further represent that my rental and credit records are in good standing with no judgments or liens against me. If any of the above information is false, I understand that this application will be rejected.

I also agree that if I am accepted and fail to complete this transaction by signing your Park Rules & Regulations, my entire Application Processing Service Fee will be forfeited. I understand that this Application is subject to your approval, and if my Application is not accepted my entire Application Processing Service Fee will be forfeited I also understand that this is not a lease and should my Application be accepted, I agree to sign your Park Rules & Regulations Signatory Form currently in use

APPLICANT SIGNATURE _____ **DATE** _____
CO-APPLICANT SIGNATURE _____ **DATE** _____

RECEIVED BY _____ **DATE** _____

IT IS THE POLICY OF 309 Portland, LLC, SUNRISE HILL ESTATES MHP, AND MANAGEMENT TO NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, ANCESTRY, RELIGION, AGE, SEX, DISABILITY, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, GENDER IDENTITY, OR RECEIPT OF PUBLIC ASSISTANCE

Personal References, other than relatives, who have known you for at least two years:

Name: _____ Phone: _____

Address: _____ Years Known: _____

Name: _____ Phone: _____

Address: _____ Years Known: _____

Bank Account with 1. _____ Checking: _____

Savings: _____

Bank Account With 2. _____ Checking: _____

Savings: _____

Active Credit Obligations (credit cards, car loans, personal loans, etc.). Please list ALL, using the back of this sheet if necessary. If none, please insert the name of credit references.

1. _____ Balance Due: _____ Account #: _____

2. _____ Balance Due: _____ Account #: _____

3. _____ Balance Due: _____ Account #: _____

Any lawsuits, judgments, legal proceedings, bankruptcies, or criminal convictions? _____

If yes, give details, using the back of this sheet if necessary: _____

Monthly Expenses in the Park

Lot Rent _____

Mobile Home Payments _____

Estimated Living Expenses _____

Food _____

Utilities _____

Transportation _____

Loan Payments _____

Miscellaneous _____

Total Monthly Expenses in the Park: _____

Monthly Income

Salary, wages, commissions _____

Salary of Spouse _____

Social Security _____

Other (state source) _____

Child Support/Alimony _____

Total Monthly Income: _____

The Park Rules and Regulations require that any proposed increase in the number of occupants beyond that stated in this application must be approved in writing by the Park Owner/Management prior to any actual increase in occupancy. Failure to secure approval for any actual or proposed increase, shall constitute violation of these Rules and shall be grounds for termination of the tenancy and forcible entry and detainer. The tenant shall be liable for additional rent charges retroactive to the date of violation as established by the Park Owner/Management.

I/We hereby authorize the landlord to verify the accuracy of this application including, but not limited to, performing a credit check, calling references, and verifying income/employment information as the landlord deems appropriate.

I/We hereby certify that the information contained in this application is true and accurate, and understand that any misstatement or misrepresentation is a term of default and shall be grounds for termination of the lease and a forcible entry and detainer action.

Date: _____ Signature: _____

Print Name: _____

Debt To Income Worksheet

Name: _____ Telephone: _____

Employer: _____

Estimated New Mortgage Payment (per Month)	_____
Real Estate Taxes (per Month)	_____
Fire and Liability Insurance on new home (per Month)	_____
Park Lot Rental Fee (per Month)	_____
Car Payments (per Month)	_____
Credit Card Payments (per Month)	_____
Child Support Payment (per Month)	_____
Total Monthly Debt	_____

Use Gross Income before any withholdings for the figures below:

Gross Income per Month (applicant)	_____
Other Monthly income (applicant)	_____
Gross Income per Month (spouse)	_____
Other Monthly income (spouse)	_____
Total Gross Income (per Month)	_____

ADMINISTRATIVE

1. RENT

Rent is due in advance on or before the first day of each month. Please send payment to: Francoeur Realty, 17 Parkview Terrace Somersworth, NH 03878. In the event that a single personal check is dishonored, i.e., due to a stop- payment order or insufficient funds, the Tenant shall be required to pay by bank check, certified check or money order. Subsequent problems with bad checks for rent may result in a permanent requirement that the Tenant pay by one of these means, and/or forcible entry and detainer proceedings may commence, at the discretion of the Management. Your rent shall be considered LATE if it is not received by Management by the fifteenth (15th) of each month, and a 4% of lot rent late fee will be assessed and added to the rent for that month as Additional Rent. NOTE: To the extent allowed by law, any expense incurred by Management to correct any failure of the Tenant to comply with this Rule or any of these Rules & Regulations shall be considered as and treated as Additional Rent Owed. Nonpayment of Rent or any lawful charges when due shall be sufficient basis for an action for forcible entry and detainer.

2. OCCUPANCY

Each lot shall be occupied only by lot owners or approved lessees, and by a total of no more than two (2) persons. Lot owners and approved lessees agree that the lot shall be used only as a strictly private dwelling and for no other purpose. No business of any kind may be conducted on the lot.

3. DAMAGE

The Tenant shall be held liable for any damage caused by himself/herself, his/her children, guest(s), and invitee(s) to the Park or any of its improvements, including, but not limited to,, water/sewer pipes, roads, lawns, electrical installations, etc. The full costs of repairs/replacements resulting from such damage shall be due on demand as Additional Rent (see 1. above).

4. CONDUCT AND COMPLIANCE

Violations of these Park Rules and Regulations, municipal ordinances, state and federal laws, or repeated complaints from other Tenants shall result in Forcible entry and detainer proceedings, whether the principal person involved is the Tenant or a member of his/her household. Such violations and complaints include, but are not limited to, the following:

- A. A breach of the peace, or any conduct which unreasonably disturbs or annoys other Tenants;
- B. Possession of narcotics/controlled drugs;
- C. Offenses against another Tenant, household member, guest, or Park employee, including, but not limited to harassment, assault, disorderly conduct;
- D. Creating and not correcting safety hazards or health hazards;
- E. Discharge of fireworks or firearms;
- F. *Breach of these Rules and Regulations and failure to correct said breach of these Regulations after written notice from Management.*

5. TERMINATION OF TENANCY

Please consult 10 M.R.S.A. § 9097 for the full text of the statute, as it may be amended from time to time. The following is a summary of just causes for eviction as of implementation date of these rules:

- A. Nonpayment of rent, utility charges or reasonable incidental service charges, except that no action for possession may be maintained if, prior to the expiration of a notice to quit, the

tenant pays or tenders all arrearages due plus 5% of the outstanding rent or a maximum of \$5 as liquidated damages;

- B. Failure of the tenant or the tenant's cohabittees, guests or invitees to comply with local ordinances or state or federal law.
rules or regulations relating to mobile homes or mobile home parks, as long as the tenant first is given written notice of failure to comply with those restrictions and a reasonable opportunity to comply with the restrictions;
- C. **Damage by the tenant or the tenant's cohabittees, guests or invitees to the demised property, except for reasonable wear and tear;**
- D. Repeated conduct of the tenant or the tenant's cohabittees, guests or invitees upon the mobile home park premises that disturbs the peace and quiet or safety of other tenants in the mobile home park;
- E. Failure of the tenant or the tenant's cohabittees, guests or invitees to comply with reasonable written rules of the mobile home park as established by the park owner or operator in the rental agreement at the beginning of the tenancy or a: subsequently amended, as long as the tenant first is given written notice of failure to comply and a reasonable opportunity to comply with those rules;
- F. Condemnation or change of use of the mobile home park, as long as, in the case of change of use, one year's notice is given in writing to the tenant, unless at the beginning of the tenancy the tenant is given notice of the scheduled change of use;
- G. Renovation or reconstruction of any portions of the park, if:
 - 1. In the case of a temporary eviction, the park owner or operator:
 - a. Gives affected tenants 30 days' notice in writing, unless the temporary' eviction is necessary to correct condition* posing an immediate threat to one or more tenants' health or safety; and
 - b. Pays the removal and relocation costs of tenants, except for those tenants who agree otherwise in a signed writing separate from the lease; or
 - 2. In the case of a permanent eviction, other than an eviction due to reconstruction or renovation required by a federal, state or local governmental body, of one or more mobile homes currently located in the park, the park owner or operator:
 - c. Gives each tenant one year's notice in writing; or
 - d. To each tenant for whose home the park owner has found a reasonable alternative location acceptable to the tenant, gives 6 months' written notice and pays removal and relocation costs;
- H. Under terms and expressed conditions in the original lease or rental agreement that is entered into by the tenant and landlord; or
- I. Violation by a tenant or the tenant's cohabittees, guests or invitees of paragraph A, B or E, 3 or more times in a 12-month period, notwithstanding the fact that the tenant in each case corrected the violation after being notified of the violation by the park owner or operator. For purposes of termination under this paragraph, the tenant or the tenant's cohabittees, guest or invitees must have engaged in at least 3 separate instances of misconduct.

6. **SPEED LIMIT**

The speed limit on all streets within the Park is 15 miles per hour. In all other respects, the operation of all motor vehicles within the Park shall be in strict conformity with All State laws and Town ordinances, which apply to operation on a public way. Tenants shall notify all members of their family/household and any guests of this speed limit. Tenants responding to fire alarms or other emergencies shall be required to observe the 15-MPH speed limit within the Park.

7. **OTHER CONVEYANCES/RECREATIONAL VEHICLES**

Recreational vehicles, including, but not limited to, dirt bikes, snowmobiles, dune buggies, and ATVs, shall not be operated or used in any manner within the Park.

8. **PETS**

Each lot is permitted only one (1) pet i.e., house cat or dog PROVIDED WRITTEN PERMISSION IS GIVEN BY PARK MANAGEMENT. A Pet Registration Application Form (Page 5) must be filled out and provided to Management for approval with this Application Package. Any pet allowed must be of the household type, which normally remains indoor. Dogs are to be of the type that weigh no more than fourteen (14) pounds, at adulthood, as certified by a State of Maine Licensed Veterinarian. Any dog that has been approved by the Management up to twenty (20) pounds currently in existence on the date of implementation of these Revised Rules and Regulations has “grandfathered” status. Dogs must be on a leash at all times within the Park. Doghouses are not allowed.

No dog is to be tied outside and left unattended at any time. Cats are not allowed to be outside. Tenants shall not allow anyone under 10 years of age to walk the pet. Tenant shall carry a pooper scooper or other item for cleaning up after their pet. Any fecal matter will be promptly scooped by the pet Owner and disposed of in the household trash immediately. Any pet found running loose will be reported to the Berwick Animal Control Officer. All pets must have current Town licenses and required shots, and proof of the same shall be produced upon request. Any pet, which becomes a nuisance, shall be turned over to the Berwick Animal Control Officer. In the event that a resident desires to have a pet, or a different pet, after assuming residency in the Park, a Pet Registration Application Form must be approved in writing by Management PRIOR to the desired change. A tenant will receive a notice of violation of this rule if pet becomes a nuisance. Three such violations shall result in revocation of permission to have a pet. (Management reserves the right to make exceptions to this Rule on a case by case basis, at the sole discretion of Management.)

9. **LOSS DUE TO FIRE, STORM, THEFT, ETC.**

Neither Management nor the Park Owner is responsible for fire, theft, or damage in any manner to any home, vehicle, or other property of any Tenant or guest of Sunrise Hill Estates, or for any injuries to or death of any person, arising from, among other things, storm damage, flooding, plumbing, gas, water, trees, septic, snow or ice on any lot or other common area, or otherwise, it being fully understood that each Tenant uses and occupies all property at his or her own risk, except in the case of negligence or misconduct on the part of Management.

10. **SEPTIC/WATER SYSTEMS**

Management's responsibility for the septic and water systems ends at the point at which the pipe emerges from the ground. Management is not responsible for water/septic freeze-up occurring under or within the home. It shall be the Tenant's responsibility to see that his/her water pipes are properly insulated and heat-taped to prevent freeze-up. (See HEAT TAPE, Rule 22). The Tenant shall ensure there are no running toilets or dripping faucets. All costs to repair damage to the septic tank and shut off valves caused by Tenants or their assignees will be the Tenant's responsibility.

11. **WATER USAGE**

Tenants shall not make any unreasonable use of the water supplied to the home. Tenants shall conserve and restrict use of water during any dry spell/drought period. Excessive garden/shrub watering shall not be allowed at any time within the Park. Washing of motor vehicles or watering of lawns is prohibited at all times within the Park.

12. SALE OF HOME TO PROSPECTIVE NEW TENANT

Tenants shall not sell his/her home to any person who proposes to reside within Sunrise Hill Estates without first submitting in writing the name and address of the prospective Tenant to the Management Francoeur Realty, 17 Parkview Somersworth, NH 03878. There is an Application Processing Service Fee (Non-refundable) of 1.5 times the monthly rent 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. The Management may require that certain repairs, modifications, or changes be made as a precondition to allowing the mobile home to remain in the park upon resale. The Management specifically adopts the Manufactured Housing Board standards regarding Used Manufactured Housing as set forth in Paragraph 53 herein and other standards stated in said Paragraph 53. The park owner shall furnish the homeowner with a written list of all such necessary repairs, modifications and changes within fifteen (15) days of receipt of notice of intent to sell.

Prospective Tenants must meet all of the following criteria before approval is granted:

- A. Credit approval including certified copies of the previous two (2) year's Federal Tax Returns (including all W- 2 and 1099 forms)
- B. A complete entrance application submitted, including any subsequent information requested
- C. Application fee paid
- D. background check
- E. Desirability of entering into a landlord/Tenant relationship
- F. Sunrise Hill Estates reserves all rights to accept or reject all Applicants, subject to our Anti-Discrimination Policy

13. CHARGES TO ORIGINAL APPLICATION

Each tenant was approved by Management before being approved for Park entry. The approved application was based upon certain representations in such application, including financial and occupancy information, which representations were relied upon by Management. The Tenant has the obligation of notifying the Management of any change in the number of occupants prior to the change and obtain approval to the increase in occupancy. Failure to secure approval for any increase in occupants shall constitute a default and shall be a violation of these Park Rules and Regulations. The tenant shall be liable for any additional rent due to the increase in occupants retroactive to the date of the increase. Management is under no obligation to approve any changes above that stated in the application. Any violation of this Rule shall constitute a term of default and may be grounds for forcible entry and detainer.

14. COMMERCIAL/BUSINESS ACTIVITIES WITHIN THE PARK

Tenants shall not conduct any commercial activities within Sunrise Hill Estates. Such activities include, but are not limited to:

- G. Baby-sitting services
- H. Hairdressing salons
- I. Day-care services/schools

This rule shall not be construed so as to prevent occasional baby-sitting on an individual family basis.

15. ELECTRICAL SYSTEM

Management is responsible for repairing electrical wiring located in the ground unless said wiring is damaged due to negligence of the Tenant. In that instance, the Tenant is responsible for the cost of any repairs. Tenant is responsible for repair and maintenance of electrical wiring within his/her unit, up to and including the meter.

16. **QUIET ENJOYMENT**

Tenants are responsible for the conduct of themselves, their children and their guests. Tenants agree to conduct themselves in a mature and responsible manner, taking into consideration their neighbors and the overall well being of the Park. Unreasonable noise, late-night loud parties, offensive noise, and harassing behavior, and disturbance of other residents will not be tolerated and will result in the commencement of forcible entry and detainer proceedings. Quiet hours are between the hours of 10 p.m. and 8:00 a.m. forcible entry and detainer

17. **CABLE TV/ANTENNAE/DISHES**

Cable TV connection is provided to all lots. No satellite dishes or antennae are permitted in the Park. This includes Citizen Band(CB) and Digital Satellite Systems (DSS) antennae.

18. **SNOW REMOVAL**

Snow plowing of the roads within the Park is the responsibility of Management. Management will extend due diligence in keeping the roads plowed and in good condition. However, due to the sometimes-harsh nature of New England weather, Management shall not be held liable for any injuries sustained by Tenants/guests from accidents resulting from slippery or otherwise poor road conditions, except in the case of Management's negligence. All Tenants shall remove all motor vehicles from the roadway during snow conditions. All Tenants shall pull their motor vehicles as far forward on their parking pads as possible so as not to hinder plowing. If the parking pad is plowed the tenant must acquire proof of insurance from the snow plow operator and provide it to park management upon request. Tenants are responsible for snow removal on their lots and parking pads and shall maintain a clear path to all doors and utilities, including the electric meter and fuel tank.

19. **INSPECTION AND MAINTENANCE BY MANAGEMENT**

All Tenants shall grant access to their property to Management for the purposes of maintenance, inspection, etc. Management shall give reasonable notice of not fewer than twenty-four hours, except in cases of emergency.

20. **VIOLATIONS OF THESE RULES AND REGULATIONS**

In the event that any Tenant violates any of the Rules & Regulations, in addition to the penalty mandated by specific Rules & Regulations violations, a thirty five dollar (\$35.00) clerical fee may be levied upon the Tenant. Management shall notify the Tenant in writing of the violation(s) and the assessment of the \$35.00 clerical fee, and the Tenant shall be given a specified period of time to cure the violation. Should the Tenant feel that the notice of violation(s) is factually incorrect, he/she shall file a letter of protest to Management, Francoeur Realty, 17 Parkview Terrace Somersworth, NH 03878. Said letter of protest must be received by Management within seven (7) calendar days of Tenant's receipt of notice of violation(s), or this provision shall be considered waived by the Tenant. Any Tenant receiving three (3) or more notices of violation(s) shall be notified that forcible entry and detainer proceedings will commence.

21. **STRENGTH, VALIDITY AND DURATION OF RULES & REGULATIONS**

All Rules & Regulations shall remain in full force and effect until such time as Management determines one or more may need clarification, updating, modification, additions, deletions, etc. Any Rule & Regulation may be superseded at any time by a change to Federal or State law. Tenants shall be notified as soon as practical of any mandated changes. Otherwise, should Management desire to modify or add rules, you will be provided a thirty (30) calendar day notice. The existing rules apply in full force until the thirty (30) calendar day notification period expires, whereupon the new rules take

full effect immediately.

INDOORS/INTERNAL

22. HEAT TAPE

All homes must have heat tape installed immediately upon placement into the Park on all exterior plumbing, and such heat tape must be operational no later than October 15th of each calendar year. Serious damage may result from failure to abide by this requirement. The Tenant shall be required to pay the full cost of repairs for damage caused to his/her or the Park's water system or other Park property resulting from non-compliance with this rule. Such repair costs shall be treated as additional rent, due upon receipt of notice to the Tenant. Non-payment of this additional charge shall constitute grounds for a forcible entry and detainer action.

23. UNDERSKIRTING

Under skirting shall be installed within forty-five (45) days after delivery of the home within Park property. Vinyl skirting is the only type allowed, no exceptions. In the event the Tenant fails to comply with this requirement, Management shall have the right to make such installation and charge the Tenant for the installation and labor. Payment shall be billed as additional rent.

24. SEPTIC SYSTEM/WATER

The septic system must be treated with care, and Tenants shall not flush items that have the ability to cause or contribute to plumbing stoppages and septic back-ups. The following requirements shall be met by all Tenants:

- J. The following items may not be flushed: paper towels, tissues, clothing, hair, cigarettes, grease, bacon fat or cooking oil, feminine hygiene products, condoms, plastic or any kind, Q-tips, sanitary wipes, baby wipes, cleaning wipes, dental floss, food items, paints, solvents, household chemicals, cat litter, hazardous materials or other foreign substances into the system
- K. Use white toilet tissue only, as color tissue does not decompose in the septic tank nearly as quickly
- L. Use biodegradable detergent soap
- M. to garbage disposal systems are allowed in the home
- N. Do not clean paint brushes, trays, etc., in the sink as this causes serious blockages in the leach field.

Additionally, it is advisable that once or twice a year the Tenant treat the toilet and septic with Rid-X or similar septic tank treatment into the septic system to offset the damage soap does to the necessary bacterial breakdown process.

If pumping of the septic tank is needed more frequently than the four-year maintenance schedule, then these additional costs will be borne by the tenants. A clogged septic line must be reported immediately to Management, and repair is the sole responsibility of the Tenant.

Tenants are responsible for malfunctioning plumbing and pipes. The Management reserves the right to shut off water to the home in the event of a substantial water leak or constantly running water until the issue has been resolved. Tenants must maintain a temperature of at least 60 degrees to prevent freezing. The Management assumes no responsibility for water damage unless caused by negligence of the Management.

25. **WOOD STOVES/COAL STOVES**

Wood and coal burning appliances are not allowed in any home within Sunrise Hill Estates, including pellet stoves.

26. **SMOKE DETECTORS**

All homes within the Sunrise Hill Estates must have at least one (1) smoke and carbon monoxide detector installed, which must be checked and maintained regularly by the Tenants

OUTDOORS/EXTERNAL

27. **FIRE PITs/ FIRE WOOD**

No outdoor fire pits or bonfires are allowed on lots or anywhere within Sunrise Hill Estates. Firewood is permitted for fireplaces only, provided it is cut and split before it is brought onto your lot. Firewood shall be kept in the shed. Failure to comply with this rule will result in the removal of the wood from the Park. Charcoal, gas grills, and hibachis may be used if they are operated safely and in good working order. Any grill must be kept at least ten (10) feet from any structure. No propane or similar gas tank may be stored inside or under any home or other structure.

28. **LOT MAINTENANCE (TENANT)**

It is the Tenant's responsibility to ensure his/her lot is kept in a neat and clean manner, clear of debris, unsightly materials, etc. The Tenant agrees to keep his/her lawn neatly mowed at all times. Toys, tools, lawn mowers and other lawn/yard/garden implements must be picked up and stowed away at night. This shall be interpreted to mean that toys in particular shall be stowed inside the home, in the shed or under the home at night. The Tenant shall be responsible for ensuring that his/her tools, etc., and his/her child's toys shall at no time spill over onto their neighbor's property. No trampolines are allowed in the Park. The neatness of your lot is your responsibility. No material of any kind shall be stored under porches and/or decks. Storage sheds and the area under your home are to be used for this purpose. The exterior finish of your home shall be kept clean/painted/sided. Every aspect of this Rule shall be closely monitored, and because of the importance of the overall appearance of the Park, strictly enforced with no exceptions. Management shall notify the Tenant of any violation(s) of this Rule, and, if necessary, ten (10) days hence perform the necessary work due to Tenant neglect to bring the home/lot into compliance with this Rule, at the Tenant's expense and charged as Additional Rent.

29. **COMPLIANCE**

Tenants, their co-habitants, guests, and invitees shall comply with all local, state, and federal laws and these Park Rules and Regulations.

30. **CARE OF REFUSE/GARBAGE**

All garbage and refuse material must be kept in a non-shreddable type container. Such container must be kept covered by a lid at all times and stored at the rear of the home and out of sight. Such containers must be brought out to the roadway on collection day (Wednesday). All containers must be returned to the rear of the home within twenty-four (24) hours after collection.

31. **LANDSCAPING/GROUNDSKEEPING**

Any flowers or shrubs added to a Tenant's lot may be arranged in a manner to suit the Tenant. No tree, shrub, or other planting will be added which exceeds a maximum height of twelve (12) feet above grade, causes a moisture issue, or causes and/or contributes to a nuisance condition. Removal of the item will be done at the Tenant's sole cost at the discretion of the Park Management. It is hereby understood that any plantings added by the Tenant will remain when the Tenant moves. Tenant is responsible for the maintenance of the plantings to ensure the shrubbery/flower garden does not

become unsightly, contribute to or create mold and mildew, and is properly maintained. Tenant is also responsible for the watering of said plantings, except that excessive use of water shall not be permitted, and no watering shall be allowed during dry spells/droughts. Only that amount necessary to maintain such flowers and shrubs shall be allowed at any other time. All trees will be trimmed to be completely within the boundary of each lot owner, to the extent practicable, and in no case shall branches be allowed to touch neighboring residences or utility poles/lines. Bird feeders are permitted but must be monitored by the Tenant to prevent the attraction of vermin to theirs and neighboring lots. Tenants whose birdfeeders result in the necessity for pest control will bear the cost of such pest removal/elimination.

32. CLOTHESLINES

Clotheslines are permitted only at the rear of the home, and only the umbrella-type clotheslines are allowed. Under no circumstances shall lines be tied to trees, shrubs, homes, etc. All clotheslines shall be folded up when not in use, and the Tenant agrees to make a reasonable effort to ensure clothes are not left on the clothesline overnight.

**33. AUTOMOBILES/MOTORVEHICLES/BOATS/CANOES/CAMPER
S/UTILITY TRAILERS/OTHER CONVEYANCES**

Each lot is permitted two (2) automobiles/motor vehicles. All automobiles shall be parked at all times on the asphalt pad provided for each lot. No automobile shall be parked on the grass or in the roadway at any time. One (1) commercial vehicle, not exceeding the size of an ordinary pick-up truck, may be substituted for one (1) of the allowed automobiles. No larger commercial vehicles shall be kept on Park property. Repairs on any automobile shall not be undertaken on Park property unless said repairs can be completed within a twenty-four (24) hour time period. All automobiles shall have a current State registration at all times. Tenants shall not park any motor home, utility trailer, travel trailer, camper, boat, canoe, snow machine, snow plow blade, dune buggy or similar conveyance on his/her lot for more than twenty-four (24) hours. During that time, said conveyance shall be "trailed" and attached to one of the two allowed automobiles/motor vehicles, and moved out of the Park before the 24-hour limit expires. The traileered conveyance cannot be returned to the Park until seventy-two (72) hours have expired.

34. GUESTS/VISITORS/INVITEES

Occasional or weekend visitors/guests are welcomed. Any visitor staying longer than two (2) weeks must be registered with Management as a part of the Tenant's household. A list of all occupants shall be furnished to Park Management at the onset of the Tenancy, and no new occupants shall be permitted without the written consent of Park Management.

(See Rule 2.)

35. ASPHALT PAD DAMAGE

The Tenant shall be held responsible and liable for any damage caused to the asphalt pad area, such damage including but not limited to spillage of the following:

- A. Oil
- B. Gas
- C. Antifreeze

36. SIGNS

Tenants shall not place any signs or placards on the common grounds of the Park. Management shall have the authority to remove any such signs. All "For Sale" signs for homes shall be placed inside the home only. The size of this sign is limited to 216 square inches. This "For Sale" sign should be placed in the home only after Management has received notice of Tenant's intent to sell at least thirty

(30) days prior. "For Sale" signs shall be removed within ten (10) days after a bona fide effort to sell has ceased.

37. WADING POOLS, POOLS, SPRINKLERS

Pools of any type are strictly prohibited, without exception. Any lawn toy that needs to be attached to a garden hose is not permitted. Sprinklers are not permitted.

38. EXTERIOR

IMPROVEMENTS/DECKS/PORCHES/PATIOS/CABANAS/DEMOLITION, Etc.

Any exterior improvements such as replacement windows, doors, decks, or demolition of existing structures etc. to your home will require prior approval of Park Management. All requests for improvements must include a description of the work to be performed and the name of the qualified manufactured housing contractor or other qualified installer. The selected manufactured housing contractor or person performing such improvements must provide a Certificate of Insurance, with acceptable policy limits, which also names 309 Portland LLC as additional insured prior to initiation of work. One of the porches/decks shall be no larger than 4' X 5'. The other porch/deck shall be no larger than 8' X 8'. Both decks shall be built using pressure treated materials. Sheds shall be built off-site and delivered. They shall be no larger than 8' X 12', with a 9' limit from ground to peak, with a shingled roof and vinyl siding to match the Tenant's home. All trim shall be bent metal, and shed shall have at least 1 window, with shutters to match Tenant's home. SEE Diagrams/Material List for sample decks, porches and sheds at the end of these Rules). All improvements will be constructed in accordance with the Town of Berwick issued Building Permit and shall conform to all applicable codes and standards.

Metal roofing is prohibited.

39. FENCING

Fencing is prohibited.

40. YARD SALES/OTHER SALES

Yard sales, moving sales, etc. are not permitted on the property of Sunrise Hill Estates.

41. SHUTTERS

External window' shutters are required on all homes within the Park. (Store bought, not homemade, to match other shutter types within the park).

42. FUEL TANKS

To reduce potential environmental hazards on site and in the community, oil tanks are prohibited. Propane tanks must be installed by a licensed, reputable firm and in accordance with applicable codes/standards in force at the time of installation. This tank must be located to the rear of the home (on the gable end). Tenants should inspect it annually. Tenant is solely responsible for ALL COSTS related to response, assessment, remediation, and ANY other costs associated with spills, leaks, or any other form of release of fuel product from their propane tank or associated piping.

43. HR CONDITIONERS

Ground-based external unit central air conditioning units are highly preferred by Management. Although they are initially more costly, they are more efficient and will save you money in the long run. They are also neater in appearance, and when installed should be located so as to not constitute a tripping hazard or eye sore. Window-mounted units shall be mounted using proper supporting brackets and hardware, available at hardware stores. They shall not be supported using sticks, rods or any other propping devices, as this situation is not only unsightly but constitutes a grave safety hazard.

44. **PHOTO CELL SAFETY LIGHTS/STREET LIGHTS**

Management has attempted to address concerns of safety by providing a photo cell safety light with associated wiring and bulb to each Tenant's home within the Park. Each individual Tenant shall be responsible for the cost of electricity to run his/her light.

Management will be responsible for replacing burned out light bulbs, and whenever necessary, replacement of the fixture itself.

MISCELLANEOUS

45. **SUBLETTING/ASSIGNMENT**

There shall be no subletting or assignment of interest in any rental agreement or on the lot/in the unit allowed in Sunrise Hill Estates. All units must be owner-occupied, except for those units owned by the Management and available for rent or sale.

46. **INTERNAL OR EXTERNAL STRUCTURAL MODIFICATIONS**

Your home was delivered from the factory with a specific floor plan and a fixed number of bedrooms. No Tenant shall structurally modify his/her home, internally or externally. The home must be mechanically sound and structurally safe. There must be no weaknesses or defects in the home affecting the health or safety, or the potential health or safety of its occupants and their guests.

47. **SEVERABILITY**

In the event that any clause or rule is determined by a court of law to be unenforceable all other portions of this document will remain in full effect.

48. **INSURANCE**

Proof of homeowner's insurance, including comprehensive personal liability insurance, listing 309 Portland, LLC as "additional insured," at a minimum amount of \$300,000.00 must be provided to the Management. The Management assumes no responsibility for lost, stolen, or damaged property of Tenants, their guests and invitees.

49. **LIABILITY/INDEMNITY**

Tenants shall have exclusive control of their lots and units, and all liabilities incident to control thereof shall be the Tenants sole responsibility, and Tenants shall save harmless the Management from all claims or damage arising on account of any injury or damage to any person or property of said lot or unit or otherwise resulting from the use and maintenance and occupancy of the lot and unit or anything or facility kept or used thereon. The Management shall be saved harmless by Tenants from any liability on account of any accident or injury to Tenant or to any of Tenant's servants, employees, agents, visitors, licensees or any person or persons on or about the premises. Each Tenant shall indemnify, defend, and hold the Park Owner and Management harmless from and against any and all claims, loss, costs, expense, damages, liabilities, executions, suits, judgments, rights and causes of action of whatever kind or name, caused in whole or in part by, arising out of, or attributable to any manner for which the Tenant is responsible under these Rules, including specifically in the foregoing, but not by way of limitation, all damage to property, injury (or death) to persons caused or contributed by the Tenant or the Tenant's children, family members, visitors, guests, invitees, or other cohabitants. Notwithstanding any provision hereunder, the Management shall in no event be indemnified or held harmless or exonerated from any liability for any injury, loss, damage or liability arising from any omission, fault, negligence or other misconduct of the Park Owner, the Management, or their agents or employees on or about the lots and units.

50. **ENFORCEMENT**

Enforcement of these Rules and Regulations shall be the responsibility of the Management, and violations of these rules should be reported to the Management in writing. Any violation or provision of these rules must be corrected within the time specified by written notice from the Management. Notice of a violation will be mailed, emailed, or hand-delivered to the Tenant. In the event that such violation is not corrected within the specified time, Management and the Park Owner may terminate the tenancy and bring legal proceedings, including, but not limited to, Forcible Entry and Detainer.

51. **WAIVER**

Failure of the Park Owner/Management to act within a time period prescribed herein shall not constitute a waiver of any rights to enforce these Rules and Regulations at a later time.

52. **TAXES**

Tenants are responsible for paying municipal taxes on their home and personal property on a timely basis.

53. **REMOVAL OF MANUFACTURED HOME FROM PARK**

BY THE TENANT. The Tenant shall provide management with a minimum of forty-five (45) days' notice prior to removal of the unit from the Park. A licensed, insured company/contractor must be engaged to remove the unit, and that company/contractor must be approved by the Management. It shall be the Tenant's responsibility to obtain the necessary municipal and/or state permits to move the home. A paid municipal tax receipt must be presented to the Management at least seven (7) days prior to removal. All rental payments and other fees due to the Management will be paid in full before the home is removed or sold.

BY THE PARK OWNER. The Park Owner shall have the right to require removal of the manufactured house if it fails to meet the standards established by the Manufactured Housing Board regarding Used Manufactured Housing. Such standards, as may be amended, are adopted herein by reference. The standards may be accessed at the following website for the State of Maine Rule Chapters for the Department of Professional and Financial Regulations, Manufactured Housing Board: Maine.gov/sos/cec/rules/02/chaps02.htm or by contacting the Manufactured Housing Board at the Maine Secretary of State, Bureau of Corporation Elections and Commission, Department of Professional and Financial Regulation. Further, the Park Owner shall have the right to require that all homes in the Park comply with Town codes and ordinances and all standards set forth in these Park Rules. The Park Owner may require that the mobile home be clean and properly maintained.

54. **NOTICES**

Except as otherwise stated herein or required by statute, all notices required by these rules and regulations shall be delivered in writing, by registered or certified mail, to Management at Francoeur Realty, 17 Parkview Terrace Somersworth, NH 03878, and to the Tenant by first class mail, email, or hand delivery.

55. **CONFLICT**

If any provision of these rules and regulations conflicts with Maine state law, then Maine state law shall take precedence and govern, and the remainder of these rules and regulations shall remain in full force and effect.

SEEN AND AGREED TO:

DATE: _____ TENANT _____

SUNRISE HILL ESTATES

A 55 and older Housing Community

PET REGISTRATION APPLICATION FORM HOUSE CAT OR DOG ONLY

I, the undersigned Tenant, take full responsibility for the actions of my pet, including but not limited to the following:

- I will have only one pet at any given time
- No dog house within the Park
- Only a house-type dog will be allowed
- No dog runs within the Park, and dogs must be on a leash at all times when outside the home. Cats shall not be allowed to roam free around the Park. House cats only.
- No dogs weighing over fourteen (14) pounds (at maturity) as certified in writing by a State of Maine Licensed Veterinarian will be allowed
- All pets must have current city tags and required shots. I will show proof to Management upon request
- The Tenant/owner of any nuisance pet (i.e., barking, howling, killing birds, digging up gardens/plants, etc.) will be given a written notice of violation
- Any Tenant receiving three (3) notices of violation concerning a pet will be asked to remove the pet within one (1) week of the third violation notice, and will no longer be allowed to have a pet within the Park
- Any pet considered unsafe for others (biting, scratching, aggressive, etc.) will be removed immediately upon Management request
- Tenant agrees to not allow anyone under the age of ten (10) years to walk the pet, and further agrees to carry some kind of Pooper Scooper to clean up after their pet during walks within the Park
- Tenant agrees to ensure the pet is harmless to other Tenants and that the pet is restrained properly at all times
- Tenant agrees to not leave the pet unattended outside the home.

Type of Pet _____ Age of Pet _____

Weight: _____ Color/Description: _____ Date of last shots _____
(Proof of inoculations and licensing must accompany this registration form)

I agree to all the above, recognizing that it is not all-inclusive, and my signature below gives me binding and sole responsibility for my pet.

Signed _____ Approved by _____

Date _____