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Pine Tree Estates
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RULES AND REGULATIONS
REVISED SEPTEMBER 1, 2019

INTRODUCTION

The owner of Pine Tree Estates MHC, LLC (referred to as the "Community" in these Rules) intends to maintain and operate this Community as an outstanding residential community. It is the purpose and intent of these Rules and Regulations to promote the character of the Community as a peaceful, attractive and enjoyable community for all residents, and to promote order, safety, and harmony in the Community, as well as setting forth the terms of the lot tenancy for each resident. The Community's management ("Management") strives to render prompt and efficient service and to provide all residents with an enjoyable lifestyle in quality surroundings.

Many of these Rules are common rules of etiquette designed to make the community more enjoyable for all residents, and to promote each resident's consideration of neighbors in the Community. Management hopes that tenants will take pride in the appearance of the Community and of their homes and lots and will maintain them accordingly. Being able to provide personal care and attention to each tenant's lot is one of the many benefits of the unique lifestyle offered at the Community.

Each person (or persons) renting a lot in the Community is referred to as the "tenant" in this booklet. All of these Rules apply equally to tenants, their household members, including children, and to any guests, invitees or visitors. The tenant is responsible for any Rules violations by any of these individuals.

A. RIGHTS AND RESPONSIBILITIES.

1. Equal Housing Opportunity. The Community complies with the 1988 U.S. Fair Housing Amendments Act and the Maine Human Rights Act, 5 MRS §4551, *et seq*., which make it illegal to discriminate against any person or persons because of race, color, religion, sex, sexual orientation, national origin, ancestry, familial status, or physical or mental disability, in regards to the sale, rental, security, maintenance, and/or management practices of mobile home Communities.

2. Management Rights. Management shall have all of the rights set forth in the Maine Mobile Home Park Law (10 MRS Chapter 953), as well as all rights set forth in these Rules, and all other rights and abilities that are reasonably necessary to carry out Management's responsibilities, or that are reasonably necessary to enforce these Rules or to promote the peace and safety of the residents of the Community. Without limitation of the foregoing, Management reserves the right to inspect any lot or the exterior of any home in the Community at all reasonable hours.

3. Use of Amenities. Tenants are eligible to use the recreation hall, storage compound, and children's playgrounds located in the Community on a first-come first-served basis. If your rent is in arrears you are not allowed to use the Clubhouse.

4. Liability and Indemnity. Neither Management nor the Community owner or its agents is responsible for fire, theft, or damage in any manner to any home, vehicle, or other property of any resident or visitor of the Community, nor for any injuries to, or death of, any persons, it being fully understood that each tenant uses and occupies all Community property at his or her own risk; provided,

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however, that this provision shall not be interpreted or construed so as to absolve the Community owner or Management from liability for their own negligence or that of their agents.

Each tenant shall indemnify, defend (with counsel acceptable to Management) and hold harmless the Community owner and its agents from and against all claims, debts, actions, accounts due, sums of money, loss, cost, expense, covenants, contracts, controversies, damages, liabilities, executions, reckonings, bonds, specialties, indemnities, agreements, acts, omissions, demands, suits, judgments, rights and causes of action of whatever kind or nature, caused in whole or in part by, arising out of, or attributable to any matter for which the tenant is responsible under these Rules, including specifically in the foregoing, but not by way of limitation, all damage to property and injury or death of persons caused by the tenant or the tenant's children, family members, visitors, guests, invitees and other cohabite

5. Security Cameras. Tenant hereby acknowledges and agrees that it is not relying on the existence of any security systems or security cameras of Landlord at the Pine Tree Estates, if any, and that such security systems and/or security cameras, if any, are not being viewed by Landlord and are not intended to provide any security benefits to Tenant or its family members, guests or invitees and Tenant agrees that Landlord shall not be liable for and waives any claims in connection with injury or damage to the Tenant, the Tenant's family members, guests or invitees or any of their property and even if the events causing such injury or damage appear on security camera footage and irrespective of whether any such injury or damage is caused by or results from the failure of the security systems or security cameras to record any such events or the failure of the Landlord to observe or report the existence of any such events recorded on the security camera footage or from any other cause related thereto.

6. Required Insurance Coverages. The Community carries standard property insurance. The Community's insurance policy does not cover loss or damage to the property of the Tenants, or injury or death to any persons, in situations where the damage as a results from the Tenant's own negligence, failure to adhere to the Rules and Regulations, or any condition that is within the control of the Tenant. All Tenants must carry homeowner's insurance with Personal Liability. All residents whose home has an associated above ground fuel/heating oil tank (AST), whether or not in use, must at all times have in force a comprehensive residential cleanup and replacement insurance/program providing oil storage tank protection at least equivalent to the ProGuard program offered to community homes by Powderhorn (hereinafter "oil tank protection insurance". Tenants must advise the office when changing liability and/or oil tank protection insurance carriers or renewing their policies/program Insurance information must be updated, RE: expiration dates on policies. When insurance is obtained or renewed, or for any change of coverage or insurer, upon Management's request or at least on an annual basis, written verification must be provided to the Community office in the form of the insurance policy declarations page within one week of obtaining the insurance. If the Tenants are unable to furnish comparable Above Ground Fuel Oil Tank Insurance, the owner will charge pay up front the insurance cost and charge the resident $10 per month for as additional rent for this insurance. This cost will remain with the resident for 12 months or entire lease term regardless if the resident no longer uses a fuel oil tank. The Owner is paying for the entire policy at the time of the policy renewal up front and it is not refundable. If the resident has a change in their fuel source, they must provide written notice to the Community Office 30 days prior to the lease renewal or sooner.

7. Written verification required. In any instance where a resident is required to comply with State, Federal or local laws or Community rules as a condition of tenancy, written verification of the compliance (including but not limited to the following examples: a copy of the declarations page of required insurance, or a receipt of paid taxes, dog registration, car registration, etc.) must be provided to the Community Office within one week of the compliance, or upon request of the Community Office.

B. COMMUNITY RULES & ENFORCEMENT.

1. In General. These Rules were developed to promote the health, safety and welfare of all tenants, their household members, guests, and invitees. Your cooperation in observing these Rules will help to

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assure all residents equal enjoyment of their homes and the entire community. The Community endeavors to enforce these Rules in a fair and consistent way. Any failure of a tenant to observe and comply with any of these Rules will be considered unacceptable behavior, and a serious violation of the conditions of tenancy, which may subject the tenant to eviction from the Community.

2. Waivers. Management strives to enforce all of these Rules in an evenhanded way that applies equally to all residents. When special circumstances require, Management shall have the right to waive any of these Rules with respect to any one or more residents, to prevent injustice or to take due account of any special considerations. Waivers must be in writing to be effective and signed by a representative of Management. Any waiver of one requirement shall not be deemed a waiver of any other requirement or Rule, nor shall a waiver for the benefit of any particular resident be deemed a waiver for the benefit of any other resident or individual.

3. Violations and Fines. Any tenant who has committed, or is responsible for, any violation of these Rules will receive at least one written violation notice, which will be served by Management. Any continuing violation of a provision of these Rules must be corrected within the time specified in the notice. The tenant will be fined for Rules violations in accordance with the fines listed on the Community Rate Schedule, provided, however, that tenant shall not be liable for a fine not permitted by Maine law. All fines are due and payable with the monthly rent on the first day of the month after the charge was made.

4. Termination of Tenancy. Any tenancy in the Community may be terminated for any of the reasons set forth in 10 MRS §9097 (1), as it may be amended, or set forth in any successor provision, by Notice of Termination (which may also be called an Eviction Notice, or other words of similar meaning) delivered by Management to the tenant. Without limiting the right to terminate tenancies for any of those reasons, each tenant's attention is specifically directed to the following reasons, any one or more of which may result in eviction:

(a) Nonpayment of rent or other amounts when due;
(b) Failure to correct in a timely fashion any continuing violation of these Rules after notice;
(c) Receipt of any three (3) violation or nonpayment notices in any 12-month period, even if timely corrected; and
(d) Repeated conduct that disturbs the peace and quiet or safety of other tenants.

Management prefers to avoid evictions whenever reasonably possible. However, Management also intends to maintain the Community as a safe, attractive and healthy environment for all tenants, and will evict tenants when necessary. All tenants are encouraged to pay their rent and other charges on time, and to be sure to observe all Community Rules, and to make sure that those for whom they are responsible (Children, other family members, guests and invitees, etc.) also observe all of these Rules.

Tenants are subject to eviction not only for their own actions and behavior, but also for the actions and behavior of others for whom they are responsible under these Rules and/or state law. Once an eviction has been served for nonpayment of rent, the tenant will have to pay all amounts then owed to the Community.

C. ENTRANCE INTO THE COMMUNITY.

1. Tenancy Application: Need for Approval Prior to Admission. All prospective tenants in the Community are required to complete a Tenancy Application, pay the application fee, and meet selection criteria, which include but are not limited to a credit report, background check a brief interview, verification of employment and reference checks with former landlords and others, all of which must be satisfactory to Management, in its sole discretion. Management will be responsible to review and act on tenancy applications and may approve or deny any application. Tenancy applications must be approved

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by Management before any tenant moves into the Community. If the tenancy application is not approved, the prospective tenant shall not move into the Community. Management reserves the right to approve or refuse the tenancy of any prospective purchaser of a home located in the Community.

2. Approval; Conditions of Assuming Tenancy; Entrance Fee. When Management approves a tenancy application, the tenant will be provided with a copy of these Rules and of the Maine Mobile Home Park Law (10 MRS. §9091 *et seq.,* also called chapter 953 of Title 10). As conditions of beginning tenancy in the Community, the tenant must:

(a) sign a lease acknowledging that the tenant has received a copy of these Rules and of the Maine Mobile Home Park Law, and agreeing to comply with all current rules and regulations, as they may subsequently be amended, and
(b) complete and sign the lease, which will include the names of all Tenants and occupants in the home, a description of the home, vehicle identification, emergency contact information, mortgagee information, and any other information that Management may deem appropriate.

A security deposit and first month's rent must be paid prior to move in date. Each tenant must notify Management within 15 days after any information provided on the lease by tenant changes.

3. Purchase of Manufactured Home. Each approved tenant buyer is responsible that the set-up and installation of the purchased manufactured home on the lot, and its heating fuel tank(s)/systems in accordance with all applicable HUD, state and local statutes and regulations, any applicable local codes and ordinances and Community Rules. Detailed set-up standards are available from Management upon the tenant's request.

Any improvements which the tenant needs or desires to make to the home (for instance, new or expanded slabs/pad, pier column refurbishment, skirting, upgraded electrical service, water service, lawns, walkway or driveway) will be completed in accordance with the requirements of Section J of these Rules, and all at the tenant's expense.

To any extent that Management performs or contracts for any work or materials in connection with the installation of any such improvements that will benefit the tenant, all costs incurred by Management in connection with that work must be reimbursed by the tenant on or before the tenant's move-in date.

4. Subletting Prohibited. Tenants are not permitted to sublet, rent or sublease the rented lot, or any part thereof, or all or any part of any home on the lot. Lots are not transferable, and no lot or home in the Community shall be sublet, rented, leased, or occupied by others unless the new occupant is approved for entrance into the Community as a tenant, and purchases the home, and the tenancy is transferred to the new occupant, all in accordance with all requirements of these Rules. The boarding of individuals and the renting of rooms are not permitted.

D. RENT AND OTHER CHARGES; PAYMENT.

1. Rent. The monthly lot rental amount for each lot in the Community is listed on the Community Rate Schedule which may be revised or updated from time to time at Management's discretion upon at least forty-five (45) days written notice. All rent payments are due in advance, on the first day of each month. Partial payment of all rent due (including fees) is not accepted.

Tenants are not permitted to deduct or set off any amounts that they may claim are owed to them by the Community, from their monthly rent payments. The date when Community Management actually receives the payment will determine when it was received for purposes of these Rules; please note that the postmark on the envelope will not be taken into consideration as to whether or not the payment is made

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on time. Any postdated checks will be deemed received on the later of the date of actual receipt, or the date of the check, and not before.

Rent payments are to be made to the Management's' designated representative as listed on the Community Rate Schedule. If any rent payment is not received by the fifteenth day of the month, the tenant will be subject to a late payment penalty of four percent (4%) of the monthly rent, payable immediately.

This provision, and the corresponding provisions of the Community Rate Schedule, are intended to satisfy the requirement of 14 MRS §6028 and 10 MRS §9097-C that a tenant be notified at the time of entering into a rental agreement that a penalty of up to 4% of one month's rent may be charged for the late payment of rent.

2. Other Charges. Tenants are also responsible for the following charges:

A. Court costs – Court Costs incurred by the Community related to any eviction proceedings brought against the tenant. Including Court Filing Fees, Sheriffs Fees and any legally permitted and court ordered attorney's fees

B. Removal Costs unpaid by Tenant. - If a Tenant vacates the Community without selling, removing or otherwise disposing of their home after proper notice in the time allowed by law, and the home cannot be reused and/or is commercially unsalable, Tenant is responsible for the costs of removal and disposal of the home.

C. If Resident shall default in the performance of any covenant contained herein the lease or Rules and Regulations, the Owner may immediately, or at any time thereafter, without notice, perform the same for the account of Resident, in which event Resident shall, after notice of such action by Owner, reimburse Owner, as additional rent, for any cost or expense including reasonable attorney's fees (not including attorney's fees in enforcing the lease) and court costs incurred thereby by Owner. Charges for substitute performance shall be $50.00 per man-hour, with a $100.00 minimum charge.

D. Costs in paragraph 2 A Band C shall be added to Tenant's account as balances due if unpaid.

3. Returned Checks. Any checks returned for insufficient funds (NSF) or otherwise will result in a service charge to the tenant, in the amount set forth on the Community Rate Schedule. If any tenant submits three (3) or more checks that are returned for insufficient funds, and also at any time after a Notice of Termination has been served under B4, above, Management reserves the right to require all payments to be in the form of a money order, cashier's check, or other bank check.

4. Failure to Pay. If rent or any other charges due are not received by the fifteenth day of the month, the tenant is subject to a late fee, and being served a 30-Day Notice of Eviction.

5. Taxes. Tenants are responsible for paying all municipal and other taxes on their homes and personal property on a timely basis.

E. OCCUPANCY.

1. Owner Occupancy; Number of Occupants. All homes must be owner occupied. No more than two (2) persons per bedroom are permitted to occupy any home in the Community. Only one family unit as listed on the Rental Application, or the lease, may occupy any home in the Community. Any individuals not listed on either of these forms will be considered visitors in the Community.

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2. Additional Occupants. Any additions to the household, including any visitors who stay in a home for longer than the periods permitted under Section E4 below, must be registered with Management.

3. Death of a Tenant. In the case where a tenant dies, if there is a co-tenant the co-tenant will automatically become the tenant for the lot. If there is no co-tenant, the estate of the deceased tenant is the tenant. In either case, any pre-existing defaults by the tenant will continue as though there had been no change in tenancy. Any transfer of the home to the heirs of the deceased tenant, or to anyone else, is subject to all of the restrictions and requirements of these Rules, including but not limited to all of the provisions of Section O, below. If the rent is not paid following the death of a tenant, or in the event of any other violations of these Rules, the estate or co-tenant is subject to eviction in the same way as the original tenant.

4. Visitors. Overnight visitors are permitted on a temporary basis, except as stated below. Visitors may remain as overnight guests in any home for a period of time not to exceed either two consecutive weeks, or 60 days in any three-month period, without registering as an additional occupant of the home. No tenant may have as an overnight visitor any person who has been evicted from the Community based on violations of these Rules other than nonpayment (in other words, any person who has been evicted for improper behavior in the Community is not permitted as an overnight visitor in the Community), and no tenant may allow any person who has been evicted from the Community for any reason within the past 12 months to remain in the tenant's home as a guest, visitor or otherwise for more than 3 consecutive days, or for more than 30 total days in any 6-month period. Visitors who have been issued a No Trespass order are not permitted to be on any Community property at any time.

All visitors must comply with all of these Rules as they relate to behavior and activities in the Community. All tenants are responsible for any damage within the Community caused or contributed to by, and for the behavior and actions of, their visitors, family members (including children) and cohabitees. Any tenant may be subject to eviction based on the actions of his or her visitors, family members (including children) or cohabitees.

5. Restrictions on Visitors. Tenants are responsible to ensure that no one is permitted on their lot (including in the home) when the tenant is away overnight or longer, except for service persons providing a service to the home, without written permission from the tenant. Management reserves the right, in its sole discretion, to restrict the number of visitors at a particular time or to require the immediate removal of any visitor or additional occupant who has failed to comply with these Rules.

6. Additional Occupants; Restrictions on Visitors and Occupants.

No tenant may have as an overnight visitor, or as a permanent resident in any home, any person who has a) been convicted of any crime that occurred on Community property, or that occurred while the individual was a resident of the Community, or the victim of which crime was a Community resident, or

(b) been convicted of a sex crime (including, but not limited to, rape, statutory rape and unlawful sexual contact), unless Management specifically waives this restriction in writing with respect to a particular circumstance and a particular individual, which Management shall have no obligation to do.

(c) been convicted of a felony.

(d) been evicted from the Community based on any violation(s) of these Rules other than nonpayment (in other words, any person who has been evicted for improper behavior in the Community is not permitted as an overnight visitor or resident in the Community).

F. CONDUCT OF RESIDENTS.

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1. Prohibitions.

a. The following are all prohibited at all times in the Community:

1) Loud parties, loud musical instruments or music, radios, other offensive noise or commotion;
2) Fireworks;
3) Shouting, fighting, and other forms of disorderly behavior;
4) Public consumption of alcoholic beverages, or drunken behavior in public;
5) Peeping and/or peering into others' homes;
6) Trampolines; and basketball hoops;
7) Any kind of criminal activity as defined in state and Federal statutes.

b. Open fires are not permitted at any time.
c. Absolutely no firearms may be fired or discharged in the Community, in any circumstances whatsoever. All firearms must be unloaded at all times when present in the Community. Firearms may not be carried in the Community except directly to and from one's motor vehicle.
d. Antennas (of any kind) outside the home, are not permitted. Antennas installed prior to the effective date of these Rules are grandfathered and may be maintained so long as they remain in good condition. The tenant is responsible for maintaining any such grandfathered installations at the tenant's expense, and for removing the same when they are no longer in good condition.
e. Assault, or the threat of assault, on any Community Management or Community employees, and damage or threat of damage to any Community property, are prohibited and will result in Notice of Termination.
f. Peddling or soliciting of any kind are not permitted in the Community, but this is not intended to prevent sales "parties" (for instance, Tupperware parties) held by a tenant of the Community, involving only previously invited guests.
g. Storage of any materials or substances that pose a fire hazard, or that are likely to attract insects, rodents, or feral creatures is prohibited. In addition, storage items are not to be covered with tarps.
h. Feeding, or other care of stray cats or dogs.

2. Quiet Hours. All noises that can be heard outside of the home are to be kept to a minimum between the hours of 10:00 p.m. and 7:30 a.m. No unnecessary noises shall be audible outside of the home during those hours.

3. Dealing with Neighbors. If any problems arise with neighbors, tenants are encouraged to speak to each other about them, and to try to resolve any such problems in a mutually agreeable way. If this does not resolve the problem, please contact Management. Rules violations should be reported in a signed writing to Management. In the event of after-hours disturbances which tenants cannot resolve, or in case of an emergency, tenants are requested to contact the police department for corrective action, and also advise Management in writing of the incident and the circumstances surrounding the complaint on the next working day, so that Management can follow up and help correct the problem.

4. Vacant Lots. Vacant lots are not to be disturbed or used for any purpose whatsoever.

5. Compliance with Laws. Tenants, their household members, guests and invitees shall at all times comply with all Federal, State, and local laws, regulations and ordinances, including but not limited to all requirements of any health office, fire department and police department with appropriate jurisdiction.

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6. Delivery Vehicles. Delivery vehicles that violate any Rules of this Community will be prohibited from returning.

G. CHILDREN.

1. Responsibility. Tenants are responsible for the conduct of their own children, of any other children living with them, and of their guests' children and guests of their children (all of these are referred to as their "children" in these Rules). Tenants shall not permit their children to enter into any utility buildings kept by Management or into any other areas designated by Management as prohibited, whether for safety reasons, or otherwise. All tenants will be held responsible for any damage and injuries caused by their children, and for any violations of these Rules by their children. Tenants may be evicted for violations of these Rules committed by their children, as though the violations had been committed by the tenants themselves.

2. Supervision and Conduct of Children.

a. Each tenant is responsible to provide adequate supervision of all of their children at all times while they are in the Community.
b. No one, including children, is permitted to play or loiter on empty lots, around the mail center, or in the streets.
c. Bicycles, tricycles, and toys must never be left in any streets, parking lots or common areas. For their safety, children must never play with riding toys in these areas.
d. Throwing rocks, digging near lots, destruction of trees and any other mischievous or illegal behavior is not permitted.
e. In no circumstances shall any child under the age of 16, and without a driver's license or learner's permit, drive any motor vehicle within the Community.
f. Children ages 16 and under are not permitted to wander in the Community, or to congregate near residential units in groups of 3 or more, between the hours of 9:00 p.m. and 6:00 a.m.
g. Any such activities shall be deemed to be the responsibility of the tenant and a violation of these Rules, for which a violation notice may be served and upon which an eviction may be based.

H. PETS AND OTHER ANIMALS.

1. Residents may have not more than two (2) registered "domesticated" pets per household with Management's prior approval. Please check with Management before acquiring a pet to ensure that you will be permitted to bring and keep your pet in the community. Pets, which are not approved by Management, may not be kept within the confines of this mobile home community. If Management determines that Resident has an unregistered pet, the pet will not be approved by Management and must be permanently removed, and Resident will not be permitted additional pet privileges for a period of one (1) year. Management must be provided a photograph of the pet and proof of current vaccinations. Failure to abide by the Rules and Regulations pertaining to pets will result in the loss of pet privileges or termination of the tenancy.

2. Cats must be spayed or neutered and proof of same must be provided to Management. Dogs must be licensed, and the dog must wear the license at all times.

3. Residents may not "pet sit". Resident's guests may not bring dogs into the community.

4. Exotic pets such as snakes, wild animals or farm classed animals are strictly prohibited. Certain breeds of dogs, including, but not limited to Pit bulls, Bull Mastiff, Dobermans, Rottweilers, Chows, Akitas, and German Shepherds will not be approved by Management and may not be

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brought into the community. Management reserves the right to determine whether a mixed breed dog will be approved.

5. Residents who, prior to June 1, 2019, have a registered pet which does not meet these specifications or who have more than two registered pets are not expected to remove the nonconforming pet, however, adherence to this rule will be required if and when Resident seeks to replace the registered, nonconforming pet.

6. Pets, which are approved, shall be considered on a ninety (90) days probation period. If the pet owner does not adhere to the community rules pertaining to pets, Management will require that the pet be removed.

7. Residents are solely and totally responsible for the behavior of their pet. Noisy, unruly, or dangerous pets will not be allowed to remain in the community. Barking dogs must be brought into the home immediately.

8. Residents are required to clean up their pet's defecation on the home site daily and immediately when exercising their pet in the community.

9. All pets must be kept inside the home and when outside, they must be kept on a leash confining movement to the home site. No “dog runs” are allowed. Chains and/or leashes may not be attached to trees. Dogs may not be left outside when Resident is not home. Dogs may not be left outside longer than 30 minutes. Dogs may not be left outside after 9:00 p.m. unless attended by Resident.

10. Fenced-in enclosures and doghouses are not allowed. Residents must walk their pets on leashes. No "Beware of Dog" signs are allowed.

11. Pets running at large may be picked up by the Animal Control Department and Resident’s pet privileges will be revoked.

12. Pets are not allowed in any areas where people congregate.

13. Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents or their guests, except for Management's failure to perform a duty or negligent performance of a duty imposed by law.

I. HOME OCCUPATIONS AND BUSINESSES PROHIBITED.

1. Prohibition. Except as specifically permitted below with respect to yard sales, no home occupations or businesses (including day care of children) shall be conducted in the Community at any time. Yard sales, lawn sales and the like are prohibited, except in those limited circumstances where written Management approval has been received for a community, Community-wide event. Signs are prohibited, as more fully stated below. No storage of materials or equipment for any commercial enterprise shall be allowed in the Community.

J. CONDITION OF HOMES IN THE COMMUNITY.

1. General. This section of the Rules is designed to ensure the safety of all residents in the Community, as well as to ensure the general aesthetic appearance of the Community, which can affect the present and future value of each home and of the Community as a whole. The safety and condition of your home is important to you and your family, and it is also important to your neighbors.

The following Rules setting standards for homes in the Community are applicable at all times with respect to all homes. These Rules may be invoked and enforced at any time. All homes are subject to

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enforcement of these Rules whenever Management has reason to believe that an unsafe condition or a deviation from these standards may exist. Management may inspect any and all homes and lots from time to time to confirm compliance with these Rules.

In order to ensure that homes have been maintained in a safe condition and that any additions and alterations are safe for human habitation, the tenant must certify to Management that the home and any additions or a1terations meet these standards. Tenants who own homes that fail to meet the standards contained herein will be given a reasonable opportunity to correct any deficiencies, in order to meet these standards. If the home is not brought up to these standards, Management may require that the home be removed from the Community.

Management may allow a home to remain in the Community after it is sold, only if it meets the standards for safety and construction set forth below. At the time of sale or change in the principal occupant of a mobile home, the Community owner may require the owner of the home, if built before June 15, 1976, to provide evidence that the home meets the Manufactured Housing Board's standard for used manufactured housing. See, 10 M.R.S. §9094.2.B-2.
Management takes no responsibility for the safety of any home or of its occupants. Neither Management nor the Community owner shall have any liability or responsibility for any loss, cost, expense, damage, injury, or loss of life or limb, or for any other amounts, caused by any home in the Community not meeting the standards set forth in these Rules.

Neither Management nor the Community owner makes any representation or certification that any home in the Community meets or will meet the required standards. If any tenant feels that there is any home in the Community that does not meet these standards, you are encouraged to notify both Management and the owner of the home in question, in writing, so that the situation can be addressed.

2. Care of Tenants' Property.

All tenants and other residents are responsible for their own property, whether located on their own lot or elsewhere in the Community. Management assumes and shall have no responsibility for lost, stolen or damaged property of any tenant, resident, guest, or invitee. Any damage caused to any property or equipment in the Community by any tenant or any tenant's household members, guests, invitees or children, will be the financial responsibility of the tenant to correct, regardless whether such damage was caused negligently, intentionally, inadvertently, or otherwise. The damages shall be measured by the restoration or replacement cost to correct the same, in Management's discretion. These damages shall be due and payable ten (10) days after Management has provided a written demand for payment.

3. Exterior Coating and Siding. The original or replacement siding must be in a safe and secure condition, without holes, rust or substantial dents, scrapes, patching or fading. All homes entering the Community must have either vinyl or natural cedar residential finish siding, either in a clapboard style or in a shingle style. Any replacement siding installed on any home in the Community must be new and must also be either vinyl or natural (finished) cedar residential finish siding, either in a clapboard style or in a shingle style. The lot number must be visible from the street on the outside of the home. Prior written approval of Management is required before any total or partial painting or residing of any home.

4. Roof. All roofs shall be designed to resist at least a thirty (30) pound per square foot live load applied downward on the horizontal projection of the home. The original roof and any replacement roof must not be in a deteriorated state or condition. There shall be no leaks. All homes entering the Community must have a pitched "cottage style" roof. To the extent reasonably feasible, any replacement roofs must also be pitched, cottage style roofs. Prior written approval of Management is required before any total or partial changes to any roof on any home in the Community.

5. Windows and Doors. Windows, storm windows, screens and exterior doors must be fully operable (not stuck or permanently fastened or painted shut) and must not be in a deteriorated condition.

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There must be at least one (1) egress window or door in each bedroom. Each egress window shall have a minimum clear opening of at least five (5) square feet, the smallest dimension of which shall not be less than twenty-two (22") inches, and the bottom of which shall not be more than thirty-six (36") inches from the interior floor. There shall be at least two exterior doors in the home, which must be free from holes and broken glass, and reasonably weather tight, and each shall have an exterior light adjacent to it.

6. Plumbing, Heating and Electrical Systems. All plumbing, heating and electrical systems in each home must be safe and fully operable at all times and must at all times meet or exceed all applicable state and local requirements.

a. The plumbing system must be properly functioning, with no leaks, and must be designed and installed to accommodate the pressure of the water supply system to which it is attached. Any additions or alterations to the original factory installed plumbing systems must be of durable material, free from defective workmanship and materials, and designed and constructed to perform satisfactorily with a reasonable life expectancy.

b. All of the component parts of the heating system, and especially the stack, tank-to-burner connections, flue, chimney and heat compartments, must be fully and safely operable. Any additions or alterations to the original factory-installed heating systems must be of durable material and free from defective workmanship and materials. They must be designed, constructed and installed in a manner appropriate to their use. The location, installation and condition of fuel tanks must comply with applicable local and state standards, and with paragraph 45 of these Rules and Regulations.

c. All electrical service and wiring must be in accordance with the specifications of the edition of the National Electrica1 Code in effect at the date of manufacture of the home or, if built on or after June 15, 1976, to the specifications of the HUD code in effect at the date of manufacture of the home. There must be no electrical shortages, or other unsafe conditions, and any aluminum wiring must be installed in accordance with the present standards of the National Electrical Code or, for homes built on or after June 15, 1976, to specifications of the HUD Code. All fixtures must be safe and suitable for the purpose for which they are used. The service entrance must be adequate for the electrical load imposed by the manufactured home and any additions, given its number of occupants and the type and number of electrical appliances.

d. Management, in its sole discretion, may require the tenant or occupant of any home from time to time to obtain written certification from one or more appropriately licensed trades persons that the plumbing, heating and electrical systems of the home are safe and fully operable, and meet or exceed all applicable state and local standards, if there is any reason to believe that any of those systems may not be in compliance with the requirements of this paragraph 65 of these Rules.

7. Smoke Detectors. Each home in the Community must have at least one (1) smoke detector insta1led on or near the ceiling areas within or giving access to each bedroom. The make and model of each smoke detector must be one which has been approved by the State Fire Marshall and is UL (Underwriters Laboratory) listed. Tenants are encouraged to install and maintain smoke detectors that are wired directly into the home's electrical system, as a safety measure. All homes entering the Community are required to have smoke detectors that are directly wired into the home's electrical system, in compliance with all electrical and other applicable codes and ordinances.

8. Anchoring System. Anchoring systems are required for homes in the Community. Any home that is occupied by persons other than the owner (which occupancy is generally prohibited, and can only occur with the prior written consent of Management), in accordance with the Maine Manufactured Housing Board Standards, must be securely anchored to the ground using an anchoring system properly

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designed and constructed to resist sliding and overturning of the home, and must also be approved by Management and be in compliance with all applicable laws, regulations and ordinances.

9. Skirting Required. Skirting is required around all homes and must be fully installed within thirty (30) days of entry of each home into the Community. The hitch must be removed from the home before it is skirted. Skirting must not show any deterioration and must fully enclose the area between the home and ground. Vinyl skirting is required on all homes entering the Community. If the skirting is replaced on existing homes, the new skirting must be vinyl. Skirting shall be installed in accordance with the manufacturer's installation instructions. It shall be secured, as necessary, to assure stability, to minimize vibrations, to minimize susceptibility to wind damage, and to compensate for possible frost heaves. Access opening(s) not less than eighteen (18) inches in any dimension, fully covered with an access door or panel, and not less than three (3) square feet in area shall be provided and shall be located so that any water supply and sewer drain connections located under the home are accessible for inspection. Access panels and doors shall not be fastened with locks, or in a manner requiring the use of a special tool to remove or open them.

10. Steps and Handrails. All exterior doorways on each home must have steps leading all the way from the ground to the doorway. All steps must be in safe and sound condition at all times. Each set of steps must have a solid handrail tightly fastened to a structural support and must be secure and sound at all times. Any handrail that becomes loose must be securely re-fastened immediately by the tenant to prevent injuries. All steps and handrails must meet all requirements of all state and local building codes and ordinances at all times.

11. Porches, Decks, Other Additions and Improvements.

a. **In General.** For purposes of these Rules, an "Addition" to a home is defined to include any and all steps, handrails, porches, awnings, decks, fences, windbreaks, and other improvements and installations, as well as all alterations to existing construction and exterior improvements. "Additions" also include any separate Accessory Structures, which are defined to include all storage sheds, utility buildings, car ports, patio rooms, add-a-rooms, and all other accessory structures. Prior to construction of any Addition to any home or lot, the tenant must consult with Management and must receive written approval from Management of the design, color, size, materials and location for the construction. This approval must be obtained prior to beginning construction. Management will approve only those Additions and modifications that comply with all of these Rules and meet all applicable design criteria. If such approval is not received, the Addition shall not be constructed. Any Addition constructed without such prior written approval (or constructed after approval is given, but not constructed in strict accordance with the approval) must be removed immediately from the lot by the tenant at its expense, and if not so removed, Management shall have the right to enter the lot and remove all such unapproved Additions at the tenant's expense. The tenant shall have no further right in any Additions (or the remains thereof) so removed by Management. All approved Additions to each home and exterior structure must be properly constructed in a workmanlike manner using good quality materials, in strict accordance with the approval granted by Management, including as to location, and in accordance with all applicable building codes, including both state and local requirements, and must be safe at all times for all proper purposes. All such Additions must be kept in good, safe and un-deteriorated condition at all times. All Additions must be completed, including being painted, stained or otherwise finished in a color compatible with that of the home, within thirty (30) days of the beginning of construction.

b. **Other Improvements on Community Property.** Tenants shall have no right to have any improvements on Community property made at Management's expense. Tenants shall not make additions or improvements on any Community property, including their rented lot, without first obtaining Management's written consent. Any additions or improvements

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approved by Management shall be made solely at the expense of the tenant, and in strict compliance with Management's approval, even if the same are not located upon the rented lot.

c. **Steps/Stairs.** Steps must be located at all home entries and must be made from durable materials. No cement blocks may be used for steps. Steps must be maintained in good condition and repaired and painted when necessary, in a color harmonious with that of the home. Steps must comply with all local and state codes and regulations.

d. **Accessory Structures.** Any Accessory Structure must not exceed the maximum total size of one hundred twenty (120) square feet of floor area unless the lot size permits, as determined by Management in writing. Accessory Structures must not exceed ten x twelve (10 x 12) feet in any floor dimension, and their height must be equal to or lower than the eaves of the home. Only one Accessory Structure is permitted on each lot. Garages are not permitted.

All Accessory Structures must be painted or stained a color compatible with the home and must be harmonious with the rest of the home in style, form, exterior materials, color and general appearance. Accessory Structures must be of wood construction only. Particle board, chip hoard, homoeotic, tar paper, polyurethane, plastic, metal and any other material that is not designed to withstand exposure to the elements without deterioration or damage, or that is not designed to have and retain an attractive appearance, may not be used as an exterior finish or cover on any home or Accessory Structure. All new Accessory Structures shall have a pitched, "cottage style" roof, and any new replacement for a roof on an Accessory Structure shall also be made in a pitched cottage style, to the extent reasonably feasible.

e. **Fences.** No new fences or a fence structure which includes temporary lawn or garden fencing will be permitted in the Community. Permanent fences previously approved by Management, may remain until the time the fencing requires either repair or replacement (either partial or total) due to deterioration or otherwise. When any fence is removed from the lot, the lawn area must be repaired and restored to the condition that existed prior to the fence being erected.

f. **Sidewalks and Driveways**

g. Sidewalks and driveways care, maintenance and repairs shall be that of the resident at all times. The Resident will be responsible for keep their sidewalks and driveways safe and free of snow when applicable. In addition, the Resident and all of their occupants and or guests shall hold harmless the owner from any liability from any injury suffered from any lack of maintenance or repairs the resident has failed to perform.

12. Aesthetic Appearance. All homes shall be kept neat and attractive in appearance, without any accumulations of junk or trash around the home, and without any substantial deferred maintenance. Tarps are not allowed to cover stored items. Items such as peeling paint, loose siding or roofing and broken windows shall be repaired promptly and addressed to maintain an attractive appearance at all times. Only proper window treatments are allowed, no blankets sheets or broken blinds. Any Holiday Decorations must be removed and stored 30 days after the holiday.

13. General Safety and Condition of the Home. Each home in the Community, or being brought into the Community, must be mechanically sound and structurally safe. It must not show signs of significant exterior damage (such as holes or large dents) or of alterations or painting that are incomplete, improperly done, or that otherwise in the opinion of Management render it not in conformity with these Rules or not aesthetically compatible with the other homes in the Community. It must not pose any safety hazard to its occupants or to any other homes or persons in the Community. There must be no weakness

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or defects in the home affecting the health or safety, or the potential health or safety, of its occupants and their guests, or of any other person in the Community.

K. CARE OF GROUNDS.

1. General Lot Maintenance. Except as otherwise specifically set forth in these Rules, it is the responsibility of each tenant to maintain his or her entire lot in good, attractive condition and in good repair at all times, at the tenant's expense.

Grounds must be kept clean and neat; no discarded or abandoned materials, unnecessary items, building materials, trash, junk, appliances or other items that create a cluttered appearance may be kept, stored, left or abandoned outside the home or on the decks. Toys, bicycles, etc. must be put away (not left outside) at the end of each day.

All flowers, shrubs, trees, mobile home exteriors, additions, skirting and other visible items and areas shall be kept neat and attractive at all times. All tools, wheelbarrows and other equipment are to be stored out of sight at all times when not actually in use. No unsightly storage of any items is permitted at any time, and all storage shall be arranged so as to permit easy access to the underneath of the home at all times.

Management reserves the right to enter and inspect any lot at all reasonable times. If any lot is not properly maintained, Management reserves the right, after seven (7) days' notice, to take all necessary steps to clean and maintain the lot. All costs of lot maintenance and cleaning by Management will be charged to the tenant in accordance with the Community Rate Schedule. Management shall also have the right, at its option, to issue a notice of violation to any tenant whose lot is not properly maintained, or whose lot is or contains an eyesore, and to require that the lot be cleaned and restored to an attractive condition.

2. Lawns.

a. All lawns must be kept neat and well groomed, which includes routine fertilizing, weeding, reseeding, and watering. Lots must be mowed, and the grass must be trimmed around and to the edge of the home, and with an edge around any trees, shrubs, gardens, flower beds, walkways, steps and all other interruptions, as often as is necessary to maintain a neat appearance.

b. It is also the responsibility of the tenant to rake leaves and collect any other yard debris on an as-needed basis. If any lawn is not regularly mowed and trimmed or if the height of any grass exceeds five inches (5"), or if leaves or other debris are not kept raked, Management reserves the right to mow, trim and/or rake the lawn, and will charge the tenant the applicable fee as described on the Community Rate Schedule.

c. Tenants shall not dig on any lot or other Community property, including any digging of ditches, without prior written approval from Management. All holes dug in the lawn by children or pets, or otherwise, and all holes and ruts created by motor vehicles being driven on the lawn, shall be filled and re-seeded by the tenant as soon as practical given the weather. If the tenant fails to remedy the damage within 7 days after notice, Management reserves the right to do so and charge the tenant the actual cost of this service.

3. Gardens, Shrubs, Trees and Flowers. Shrubs, trees and flowers are allowed in the Community, and gardens may be allowed on some lots in the Community, but all require the prior written approval of Management as to type, location and in the case of flower or vegetable gardens, as to layout. Before digging a garden, tenants are required to submit a sketch of the garden layout to Management, and approval or disapproval will be in Management's discretion. All flowers, shrubs and trees planted by a

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tenant become the property of the Community when planted and must remain on the lot when the tenant leaves, although the tenant remains responsible for maintaining them.

4. Trash Removal.

a. All trash must be stored either inside the utility shed, or in securely closed garbage cans located at the rear of each home, or behind porches / decks and not visible from the road.

b. Tenants shall not keep any abandoned, rusting, or unused materials or items, or any other types of junk, on any Community property, including any lot. If the tenant does not pick up the scattered debris immediately, Management will do so at the tenant's expense, in accordance with the charges on the Community Rate Schedule.

c. No tenant shall place any hazardous materials or substances in the trash in the Community. Any hazardous, life or health hazard must be removed in 48 hours of notice. Any additional costs, fines or penalties for improper disposal of any hazardous materials or substances in the trash shall be the responsibility of the tenant to pay and shall also constitute a serious breach of these Rules, which may subject the tenant to eviction.

5. Snow Removal. Each tenant is responsible for all snow and ice removal on his or her lot, including all steps, and shall at all times maintain a clear path to all doors and utilities, including the electric meter, water readers, water access panel, and fuel tank, at the tenant's expense. Tenants must not put rock salt on any cement or concrete, as it will damage the cement. Tenants are responsible for any damage caused by plowing done by another party at their request. Only driveways may be plowed. All obstacles such as rocks must be at least eight (8) feet from the roadway edges during the winter. Snow plowing and snow removal vehicles are not allowed on the lawns during the removal of snow.

6. Clotheslines. Only clotheslines of the rotary, umbrella or a collapsible type and with a solid base in the ground may be installed at the rear of the lot, at the tenant's expense. Prior written permission of Management is required, and the location specified by Management must be complied with, to avoid potential damage to water and sewer lines.

7. Playground Equipment; Temporary Enclosures. No Trampolines, basketball hoops, screen rooms, tents, swing sets, volleyball/badminton nets or hockey goals shall be installed.

8. Swimming Pools. The only pools permitted in the Community are small children's wading pools not exceeding eighteen inches (18") in depth. Wading pools must be emptied each day and stored off the lawn. Storage of any such pools in the off-season must be out of sight from the roadways. Any damage to grass caused by wading pools will be repaired by the tenant at the tenant's expense.

9. Signs Prohibited. Tenants are not permitted to place any signs, except realtor for-sale signs, on any Community property at any time, including but not limited to business signs, advertising signs, or any other signs.

10. Firewood. Any tenant with a wood stove may store wood, which must be neatly stacked in the rear of the home only, with all stacks being not more than five (5) feet high. Cutting firewood (or anything else) with chain saws in the Community is prohibited due to the noise, except between the hours o 9:00am to 4:00pm on Saturdays. All wood stove connections must be properly installed in accordance with manufacturer's specifications and all local and state fire codes, and it is the tenant's responsibility to ensure proper installation. Tenants with wood stoves must provide Management each year with a certificate of inspection of each wood stove from the Town fire department or other authority acceptable to Management.

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11. Fire Prevention. No liquid petroleum, propane or similar gas tanks shall be stored inside or under any home or other structure. Such fuel tanks must be properly installed by a licensed installer and must be placed at the rear of the home. No flammable materials, including but not limited to gasoline or kerosene, may be stored under or within a home. Tenants are encouraged to keep fire extinguishers at their homes in working condition.

12. Homes Damaged By Fire. Any home damaged by fire so that it becomes uninhabitable or so that its exterior walls are burned, paint peeled, windows broken or smoke damaged so that it appears unsightly, shall be removed from the Community at the tenant's expense, within forty-five (45) days after written notice from Management, regardless of when the insurance company promises settlement. If the home can be repaired on-site so that no danger to children or others exists, and so that it is no longer unsightly or a nuisance, the tenant shall be afforded a reasonable time to make repairs, not to exceed 90 days, regardless whether the insurance company has settled within that time, and Management shall make a decision regarding its appearance and whether it may remain in the Community after repairs have been made.
Pending removal of the home from the Community or repair of the home, the tenant must close up the home and completely cover any unsightly or dangerous parts of the home and debris, to minimize the risk that it poses to children and others within the Community.

L. UTILITIES.

1. Water and Sewer Service. Each tenant is responsible to keep in good condition and repair at the tenant's own expense, all water and sewer lines and fixtures in and under the home, up to the point where they connect to the service lines in the ground level well provided by the Community. The tenant must keep all plumbing (both water and sewer) in good repair and free from leaks, for the health and safety of all residents, and to avoid unnecessary use of water. Tenants should turn off power to their hot water tanks in the event of any power failure or water shut off, if possible.

Management is responsible for maintenance and protection of the water supply and sewer lines provided by the Community, up to the point of connection to the home (ground level), provided that the cost of correcting any problems caused by the tenant or the tenant's children, other family members, guests or invitees, including any failure of the tenant to protect the tenant's pipes from freezing, shall be reimbursed to the Community by the tenant.

Owner currently does not meter Tenant's individual water and sewer use. Owner nevertheless reserves the right, upon forty-five (45) days prior written notice to Resident, to convert its water metering system to an individual site metering program and thereafter bill Tenant for such use pursuant to law. Any unpaid utility charge due to Owner shall be deemed rent in arrears if not paid upon presentment

2. Water Shutoff. Management reserves the right to restrict or shut off water utilization during emergency periods arising from weather conditions, drought, and mechanical breakdowns and in other appropriate circumstances without notice. Management also reserves the right to inspect inside and outside each home for leaky faucets, running toilets or malfunctioning fixtures, and for any other plumbing problems, upon reasonable notice to the tenant, and reserves the right to shut off water to homes without notice in the event of a substantial water leak or constantly running water until appropriate repairs are completed.

3. Prevention of Water Line Freezing. Water lines under the home, up to the point where they rise from the surface of the ground level well provided by the Community, must be protected against freezing by the use of adequate heat tapes and/or adequate pipe insulation, which are to be provided and installed by each tenant at the tenant's expense. Any damage to the common utilities or other damage to the plumbing for that lot or the Community resu1ting from any tenant's failure to comply with this provision will be repaired at the tenant's expense. Tenants are encouraged to check their heat tapes

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frequently during freezing weather, and to keep their homes heated to at least 60 degrees, even when no one is home.

4. Sewer System. The flushing of garbage, sanitary napkins, paper towels, disposable diapers, prophylactics, cigarettes, cigars, feminine wipes, fat, colored (non-white) toilet paper or any other non-soluble item or substance in toilets and drains is strictly prohibited. Doing so may cause a backup in the sewer system, damage lifting station pumps, and lead to unsafe conditions. Any clogged or disconnected sewer lines must be reported immediately to Management. The cost of correcting any clogged drains or other sewer problems that are due to any actions of the tenant, or that are due to any actions of others for whose actions the tenant is responsible, will be charged to the tenant. Regular drain treatment with an enzyme-based drain cleaner is encouraged.

5. Electrical Service. Each tenant is advised to know how to operate electrical shut off devices on both the inside and outside of the home. Tenants are prohibited from attaching any objects in any manner to electric utility poles. All wiring, electrical equipment and fixtures from the meter box to the home and inside the home, including the service entrance (circuit breaker box), is the tenant's responsibility, and such wiring shall be maintained and repaired as necessary by the tenant, and at the tenant's expense, in accordance with all applicable state and local codes. Tenants must contact Management immediately in the event of any electrical problem.

6. Fuel Tanks.

a. All heating oil, propane/LP and other fuel tanks shall be installed in accordance with all applicable federal, state, county and local codes, laws and regulations governing the same, and in any case, shall be installed a minimum of five feet (5') horizontal distance from the furnace and shall be installed so as not to be visible from the side of the home facing the road. In the event that installation of the fuel tank causes it to be visible from the roadway, the tenant will provide portable screening around the tank that is consistent with and matches the appearance of the home in color and design. Each lot shall have a single tank, which must be designed for use as a home heating fuel tank. Converting 55-gallon drums or any other items not originally intended for the purpose is prohibited. Each tenant is responsible for the proper maintenance and care of his or her fuel tank, at the tenant's expense. Existing tanks must be suitably maintained: all leaks must be repaired, tanks painted, leveled, and properly screened from the roadway. No liquid propane or other liquid gas tanks shall be stored inside of any home, and exterior installation of any such tanks must be by a licensed installer. **Heating oil fuel tank protection insurance paid by tenant is required.** **See Section A.6., page 2.**

b. Underground oil tanks are not allowed on the premises under any condition Above ground fuel tanks will be the property of the tenant, and the tenant will be responsible for the care of the tank, as described herein.

c. The resident is responsible for their fuel tank. The resident is responsible for all costs associated to the any fuel oil release by whatever cause. This includes all of the costs of remediation to the land, to restore its original condition and any third-party damage caused. The resident will be required to contract with a licensed remediation company. This would include adhering to all state and local agencies requirements. This includes but is not limited to all costs associated with the submittal of a "Final Cleanup Report". This report is submitted to the ME Department of Environmental Protection for their review and approval.

d. All fuel oil tanks must have cement blocks or a cement pad under them. All tanks must have legs and must be maintained at a minimum of 12 inches off the ground. All tanks must be level at all times and remain rust free. The area around the tanks and under the tanks must remain weed free and nothing should encumber it. All tanks must be a minimum of 5 feet from any egress of the home.

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7. Tampering with Utilities. Interfering with, tapping into or otherwise tampering with any utilities or utility installations in the Community including but not limited to Community electric service, telephone or cable TV service, plumbing connections, well facilities, sewer lifting stations, septic disposal fields, or any other Community utility connections or installations is extremely dangerous and strictly prohibited.

M. MOTOR VEHICLES.

1. Registration. All vehicles kept in the Community must be currently registered and inspected at all times. No unregistered, uninspected or inoperable motor vehicles of any size or type are permitted in the Community, and any tenant with such a vehicle on his or her lot, or otherwise in the Community, is guilty of a violation of these Rules. Unregistered, uninspected or inoperable vehicles are subject to being towed away by Management, at the owner's expense and risk. Management will provide written notice of intent to tow a vehicle.

2. Maintenance of Vehicles. Tenants are permitted to perform only minor maintenance on vehicles within the Community. Changing oil is not permitted, due to lack of approved space for dumping oil. Damage to paved parking areas or driveways caused by leaking gas, oil or other automotive fluids must be repaired by the tenant, at the tenant's expense.

3. Speed Limit and Safe Driving. All Community residents and guests must comply strictly with all posted speed limits at all times and must at all times drive safely and only on the designated Community roads, for the safety of all residents. Management reserves the right to make reasonable determinations of vehicle operating speeds and safe driving practices.

Driving on Community property under the influence of alcohol or other drugs will not be tolerated. In any case of speeding, driving under the influence or other unsafe driving behavior, by any tenant, or by the tenant's household members, children, guests or invitees, the tenant will be subject to a violation notice, immediate restriction or prohibition of keeping or operating any vehicle in the Community, and will be fined in accordance with the fines as set forth in the Community Rate Schedule. Receipt of any three (3) or more violation notices within a twelve (12) month period may subject the tenant to eviction proceedings.

4. Commercial and Recreational Vehicles. Residents shall not keep any commercial truck over ¾ ton, or any recreational vehicles, in the Community, including trailers, motor homes, motor scooters, motorbikes, minibikes, snowmobiles, ATV's, dirt bikes, motorized go-carts, campers, or boats, unless they are stored in an approved area. Storage of any such items in the approved area will be a monthly fee in the amount set forth on the Community Rate Schedule, and the storage charge will be payable by each tenant's lot. ATV's, snowmobiles, minibikes, dirt bikes, motorized go-carts, and any other motorized vehicles other than cars and trucks, may not be ridden/operated within the Community.

Motorcycles used for transportation purposes, such as to and from work, and with quiet mufflers, are permitted, but cannot be used for any recreational purposes within the boundaries of the Community. No one is permitted to live in or sleep in any recreational vehicle, camper, boat, etc. within the boundaries of the Community.

5. Parking.

a. Vehicles must be kept parked in the driveway of the lot unless otherwise approved by Management in writing. No vehicle shall be parked within ten (10) feet of any fire hydrant.

b. On-street parking is not permitted, unless approved by Management as a designated parking area. Any vehicle parked overnight in an unauthorized place is subject to being towed away at the

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owner's risk and expense, without prior notice. Vehicles shall not be parked on the grass. No tenant may keep any vehicle in his or her driveway that is covered in any way, unless prior written approval is received from Management. Any vehicle parked on a street during snow removal procedures will be subject to towing without prior notice at the owner's expense.

c. On-street parking is not permitted, and guests may park only in areas clearly designated as "Visitor Parking." Except as provided in this paragraph, guest parking is not permitted.

N. REPLACEMENT HOMES.

1. Replacing a Home Already in the Community. When a tenant sells (or otherwise removes from the Community) a home in order to buy a newer or replacement home to be placed on the same lot, the tenant must provide Management with a thirty (30) day written notice of the intent to upgrade or change homes in the Community. The removal of the old home must be done in strict compliance with all requirements of Section O.6, Homes Being Removed From the Community, and the installation of the new home must be done in strict compliance with all of the requirements of Section N.2 following Neither the removal of the old home nor the installation of the new home are permitted to occur unless the tenant is current in payment of all rent and other charges.

2. Replacement Dimensions. All homes entering the Community shall have a minimum width of fourteen feet (14') and a minimum length of fifty-six feet (56'), unless the lot size does not permit, as determined by Management.

3. Installation of Manufactured Home. Tenants are responsible for the set-up and installation of their mobile home on the designated lot, in accordance with all applicable state statutes and regulations and any applicable local codes and ordinances. Detailed set-up standards are available from Management upon the tenant's request. In addition to the foregoing, all of the following must also be done:

a. Tenants must submit to Management four (4) clear color photos showing all sides of the home they would like to place on the lot, and any other pertinent information requested by Management and describing the new home. Management will review this information to see whether the home meets all of the requirements contained in Section J of these Rules, and will notify the tenant whether or not the home may be brought into the Community within seven (7) days of receipt of all requested information and photos of the home. If any of the requested information raises questions or issues about the home,

b. Management shall have the right to request and receive further information regarding the home from the tenant prior to making its determination as to whether the home may be brought into the Community.

c. Any improvements which the tenant needs or desires to accommodate the new home (for instance, new or expanded slabs/pad, upgraded electrical service, water service, lawns, walkway or driveway) will be completed in accordance with the requirements of Section M of these Rules, and all at the tenant's expense. To any extent that Management performs or contracts for any work or materials in connection with the installation of any such improvements that will benefit the tenant, all costs incurred by Management in connection with that work must be reimbursed by the tenant on or before the new home's move-in date.

d. The tenant must also provide to Management the name and contact information for the installer of the home, and must confirm the date of the move in writing to Management, at least fourteen (14) days prior to the move, so that Management can coordinate the moving activities with the installer, and so that a site representative may be available to oversee placing the new home.

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e. It is the tenant's responsibility to confirm with the tenant's own sales representative, dealer, or mobile home mover that the mover has appropriate liability insurance and has obtained any necessary permits. The tenant is responsible for any damage caused by or in connection with the installation of the home.

f. The tenant is responsible to obtain a building permit from the Town, and to provide a copy to Management, prior to installing the home on the lot. The tenant is also responsible to ensure that the home is properly blocked, leveled, set up on the lot, hooked up to all utilities, completely skirted and with all fuel tanks appropriately enclosed, within thirty (30) days after the home arrives on the lot.

O. TRANSFER OF HOMES

1. Requirement of Full Payment. Before any home can be removed from the Community, sold, or occupied by a new tenant or owner, all rental payments and all other charges and fees then due must be paid to Management in full. For this purpose, only cash, money orders or bank checks will be accepted. This rule is intended to comply with 10 MRS §9093(4).

2. Sale of Mobile Home/Requirements for Sale.

a. Tenants owning a home in the Community shall have the right to sell the home to whomsoever they may choose. However, the decision as to whether or not the home may remain in the Community rests solely with Management. In addition, any purchaser of any home already in the Community will be treated in the same way as any other prospective tenant in the Community, and will have to complete a tenancy application, be approved by Management, and satisfy all of the requirements of Section C of these Rules, prior to becoming a tenant in the Community. In particular, Management shall be under no obligation to approve any such buyer as a tenant in the Community and may deny any tenancy application by any such prospective buyer, based on selection criteria as described in Section C1 above.

b. The tenant must provide Management with a 30-day written notice of the tenant's intent to sell the home, specifying whether it will be a sale by owner, or a sale through a real estate agent, salesman or broker, and if not a sale by owner, the name and contact information for the agent, salesman or broker. In addition, Management must be notified of the actual sale of the home at least five (5) days prior to the closing of the sale.

c. The seller of any home in the Community must give the buyer a notice in writing, and must give a copy to Management, both at least 25 days before the closing of the sale, notifying the buyer that:

1. the decision as to whether or not the home may remain in the Community rests solely with Management, and that,
2. Management has no obligation to accept the buyer as a tenant in the Community, and that,
3. all amounts owed for the lot must be paid in full before the home can be sold, occupied by a new owner, or moved from the Community, and that,
4. the purchaser is responsible for the security deposit and must contact the Community office to receive copies of these Rules and of the Community Rate Schedule.

d. The tenant will be responsible for ensuring that the potential buyer submits a fully completed and signed Tenancy Application to Management at least twenty (20) days prior to closing the sale of the home. The potential purchaser must be approved by Management ten (10) days prior to closing.

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e. Approval is based upon selection criteria, as set forth in Section C of these Rules, and any approval given is subject to the potential purchaser completing all of the requirements of that Section C prior to the closing of the purchase (including but not limited to payment of the security deposit and acknowledging receipt and acceptance of these Rules), and on the tenant's and the potential purchaser's full compliance with these Rules.

3. Sold Homes Remaining in the Community. Tenants may sell their home and have it remain in the Community only if all of the following conditions are met:

a. All homes being sold but remaining in the Community are subject to an inspection of the premises by Management. Management will notify the tenant whether or not the home is in conformance with the standards and conditions specified in Section J of these Rules. This determination is to be made in the discretion of Management, whose decision shall be final.

b. If the home fails to meet the standards and conditions specified in Section J of these Rules, the tenant will be required to make repairs, and/or change or modify any portion, including any additional improvements, in order to bring the home into compliance. These repairs, changes or modifications must be completed before approval will be given for the home to remain in the Community.

c. In addition to the foregoing, a sold mobile home may remain in the Community only if the buyer has completed all of the requirements to become a tenant in the Community, including being approved as a tenant by Management.

4. Homes Less Than 11'6" Wide. Homes less than eleven feet, six inches (11'6") in exterior width at floor level may be required to be removed from the Community when sold by the current owner, if not in good condition, as determined by Management.

5. Real Estate Agents. Tenants intending to sell their home through a real estate agent must have the agent contact Management prior to listing the home for sale. A copy of these Rules will be furnished to the agent, and the agent must comply with all of these Rules. If Management has not been contacted prior to the home being listed for sale with an agent, it will be assumed that the home is to be removed from the Community when sold.

Real estate agents must obtain the prior approval of Management to place any "For Sale" sign on Community property. No "For Sale" sign may be placed until Management has received a written notice from the tenant of his intent to sell. No "open houses" or similar events are permitted within the Community, except as may be arranged Community-wide by management.

6. Homes Being Removed From the Community.

a. Homes will not be permitted to be removed from the Community if all of the requirements of this Paragraph have not been met. The tenant must provide Management with a forty-five (45) day written notice of intent to remove his or her home from the Community. In addition, Management must be notified of the actual removal date at least ten (10) days prior to removal of the home from the Community. The person who is engaged to remove the home from the Park must provide Management with a letter signed by the tenant which indicates that the tenant has authorized this person to remove the home. It is the tenant's responsibility to obtain any necessary municipal or state permits in order to move the home.

b. The tenant is responsible for remaining current with the rent at all times throughout the sales process and until closing occurs and the home is actually removed from the Community.

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c. The tenant must provide written evidence from the local taxing authority that all taxes on the home have been paid in full prior to removal.

d. The tenant assumes full responsibility for any utility disconnection and for notifying any utility company of the disconnection.

e. The tenant is responsible for moving the home and for leaving the lot space free of debris. Any debris including trash, miscellaneous parts or furniture that are left behind will be removed by Management and the tenant will be charged for the time and equipment use, as well as any applicable disposal fees that Management has to pay to dispose of any items.

f. Homes may be removed from the Community only between the hours of 8:00 AM and 4:00 PM and only after all of the requirements listed above have been met.

P. MISCELLANEOUS.

1. Notices. Except as otherwise stated herein or as may be otherwise required by State law, all notices required or permitted by these Rules and regulations will be in writing, and will be delivered either by hand, or by registered or certified mail, to Management at its local office, or to the tenant at the rented lot in the Community.

2. Amendments. Amendments to these Rules may be made from time to time by Management in its discretion, and copies of the amendments will be distributed to Community tenants. Amendments will become effective after proper notice (30 days) is given to Community tenants.

3. Effective Date. These Rules and Regulations will become effective on _____ and a copy of these Rules will be delivered to each tenant at least 30 days prior to said date. For minor revisions of these rules after _____, Tenants will be notified of the revision in writing, and in the event of a major revision or rewrite of the rules, Tenants will be provided with a full copy of the revised rules.

4. Partial Invalidity. If any of the terms or provisions of these Rules are determined to be invalid or unenforceable under any applicable law, ordinance or regulation, or as to any particular individual or situation only, such invalidity or unenforceability shall not affect the validity or enforceability of these Rules with respect to any other individuals or situations, and shall not affect the remainder of these Rules, which shall remain in full force and effect as though the invalid or unenforceable provisions were not included herein.

5. Use of Certain Words. As used in these Rules, the term "resident" shall mean and include all tenants, as well as all other residents of the Community or lot, as appropriate. "Community" shall mean Pine Tree Estates, MHC, LLC. All references to "Rules" shall mean these Community Rules and Regulations.

Attachment. These Rules, are intended to be attached to all Community leases entered after the Effective Date and shall be incorporated into such leases in full.