Yankee Settlement MHC LLC

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PARK RULES AND REGULATIONS
55 + Community

Effective: March 1, 2025

Reviewed: _____ Manager / _____Tenant

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ONE OR MORE VIOLATION(S) OF THESE RULES SHALL BE A CAUSE FOR TERMINATION OF TENANCY AND COURT ACTION TO EVICT PURSUANT TO 14 M.R.S. 6002 et seq. AND 10 M.R.S. 9091 et seq. PLEASE READ ALL RULES CAREFULLY BEFORE SIGNING.

YANKEE SETTLEMENT MHC, LLC
PARK RULES AND REGULATIONS

INTRODUCTION

The owner of Yankee Settlement MHC, LLC, (referred to as the "Park" in these Rules) intends to maintain and operate this Park as an outstanding residential community. It is the purpose and intent of these Rules and Regulations to promote the character of the Park as a peaceful, attractive and enjoyable community for all residents, and to promote order, safety, and harmony in the Park, as well as setting forth the terms of the lot tenancy for each resident. The Park'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 Park. Management hopes that tenants will take pride in the appearance of the Park 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 Park.

Each person (or persons) renting a lot in the Park is referred to as the "tenant" in these Rules.
The term "household members" includes in all instances individuals authorized to reside in the tenant's home. The term "resident" includes the tenant and any household members.

Unless otherwise specified, all of these Rules apply equally to tenants, their household members and to any guests, invitees or visitors. These individuals are considered to be under the control of the tenant and the tenant is responsible for any Rules violations by any of these individuals.

A. RIGHTS AND RESPONSIBILITIES.

1. Equal Housing Opportunity. The Park complies with the 1988 U.S. Fair Housing Amendments Act and the 1988 Maine Human Rights Act, which make it illegal to discriminate against any person or persons because of race, color, age, religion, national origin, ancestry, familial status, physical or mental disability, handicap, sex, sexual orientation, or receipt of public assistance, in regards to the sale, rental, security, maintenance, and/or management practices of mobile home parks.

2. Management Rights. Management shall have all of the rights set forth in the Maine Mobile Home Park Law (10 MRSA 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 Park. Without limitation of the foregoing, Management reserves the right to inspect any lot or the exterior of any home in the Park at all reasonable hours.

3. Services Provided by Management. Roads will be plowed by Management as may be necessary, subject to weather conditions and other matters outside the reasonable control of Management. Management is responsible for the reasonable and necessary removal or alteration of bushes or trees on each lot, and will have the right to enter on any lot and perform work related to those activities, at all reasonable times. Tenants must not trim or cut limbs from any tree or bush without first obtaining specific written permission from Management.

4. Use of Amenities. If a recreation hall, storage compound or play area are available at the park, Tenants are eligible to use on a first-come first-serve basis. Refer to the Park Rate Schedule for applicable fees.

5. Liability and Indemnity. Neither Management nor the Park 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 Park, nor for any injuries to, or death of, any persons, it being fully understood that each tenant uses and occupies all Park property at his or her own risk; provided, however, that this provision shall not be interpreted or construed so as to absolve the Park 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 Park 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 cohabitees.

6. Insurance Coverage. The Park carries standard property insurance. The Park's insurance policy does not cover loss or damage to the property of the Park's residents, or injury or death to any persons, in situations where the damage results from a resident's own negligence, failure to adhere to the Rules and Regulations, or any condition that is within the control of the resident. All residents must carry homeowner's insurance with personal liability. Residents must advise the office and provide a copy of the declarations page when changing insurance carriers or renewing their policy. Insurance information must be updated periodically by providing the office with proof of renewal on or before the expiration or renewal date as stated in the policy.

B. PARK 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 assure all residents equal enjoyment of their homes and the entire community. The Park 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 Park. Tenant understands that any area of the park may be under video surveillance at any time.

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 Park Rate Schedule. 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 Park may be terminated for any of the reasons set forth in 10 MRSA §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 termination of tenancy and eviction by legal process:

(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 Park 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 Park Rules, and to make sure that those for whom they are responsible (household members, guests, visitors, 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 not only have to pay all amounts then owed to the Park, but will also have to pay a fee of five percent (5%) of the then outstanding rent, in order to continue or reinstate the tenancy. See 10 MRSA §9097(1)(A). Failure to pay all charges due within the 30 day period in the eviction notice shall result in termination of tenancy, and legal action to evict may be initiated in court. Those proceedings are governed by 14 M.R.S. Section 6002 et. seq. and not by these rules.

C. ENTRANCE INTO THE PARK.

1. Tenancy Application: Need for Approval Prior to Admission. All prospective tenants in the Park are required to complete a Tenancy Application, pay the application fee, and the tenant and his or her household members must meet selection criteria, which may include, but are not limited to, a credit report, criminal 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 by Management before any tenant or household member moves into the Park. At all times during occupancy at least one of the permanent residents must be at least 55 years of age at the inception of occupancy. In no event shall any additional permanent resident be under forty (40) years of age. If the tenancy application is not approved, the prospective tenant shall not move into the Park. Management reserves the right to approve or refuse the tenancy of any prospective purchaser of a home located in the Park.

2. Approval; Conditions of Assuming Tenancy. When Management approves a tenancy application, the tenant will be provided with a copy of these Rules, the Park Rate Schedule, and of the Maine Mobile Home Park Law (10 M.R.S.A. §9091 et seq., also called Chapter 953 of Title 10). As conditions of beginning tenancy in the Park, the tenant must:

(a) sign a receipt 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 Park's Ownership Information Sheet, which will include the names of all residents in the home, a description of the home, vehicle identification, emergency contact information, mortgagee information, and any other information that Management may deem appropriate.
(c) First month's rent must be paid prior to move in date. Each tenant must notify Management within 15 days after any information on the ownership information sheet changes.

3. Purchase of Mobile Home. Each approved tenant buyer is responsible that the set-up and installation of the purchased mobile home on the lot, and its heating fuel tank(s) is 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.

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 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 Park shall be sublet, rented, leased, or occupied by others unless the new occupant is approved for entrance into the Park 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 Park is listed on the Park Rate Schedule which may be revised or updated from time to time at Management's discretion and with at least forty five (45) days written notice to the tenant. All rent payments are due in advance, on the first day of each month.

Tenants are not permitted to deduct or set off any amounts that they may claim are owed to them by the Park from their monthly rent payments. The date when Park Management receives payment will determine when the payment was received for purposes of these Rules.

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, which will be deemed as additional rent and is payable immediately.

This provision, and the corresponding provisions of the Park Rate Schedule, are intended to satisfy the requirement of 14 MRSA §6028 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 to pay for their water usage, as measured by the meter at the service entrance to the home, and corresponding sewer charges as is usual in Town of Kittery operations, and to pay for all other charges as shown on the Park Rate Schedule attached to these Rules and incorporated into these Rules by this reference. All payments other than lot rent and late charges, such as fines and fees from the Park Rate Schedule, and reimbursement of damage caused by the tenant, or caused by his or her household members, guests, visitors, or invitees, shall be deemed to be additional rent and are due and payable on the first day of the month after the charge was made.

In addition, tenants are responsible for the following charges:

A. Removal Costs unpaid by Tenant. - If a Tenant vacates the Park 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. These costs shall be added to Tenant's account as balances due if unpaid.

B. Court costs – may be charged to a former tenant pursuant to 14 M.R.S. Section 6002 et seq. but not pursuant to these rules.

NOTICE: If a tenant is permitted to resume a tenancy after an eviction action is started in Court, any costs chargeable to tenant as a result of that action shall be tenant's responsibility as a condition of resumption or reinstatement of a terminated tenancy. If tenant wishes to remain in the Park and resume or re-start a tenancy after termination, the tenant will be required to immediately pay all costs then due or, in the alternative, at the Park's sole discretion, and with the agreement of tenant, such costs may be added to the tenant account.

C. Legal fees – Legal Fees incurred by the Park related to any eviction proceedings brought against a tenant may not be charged to tenant pursuant to these rules.

NOTICE: If a tenant is permitted to resume a tenancy after an eviction action is started in Court pursuant to 14 M.R.S Section 6002 et seq. , legal fees incurred by the Park as a result of that action may be charged to a tenant as a result as a condition of resumption of a terminated tenancy. If tenant wishes to remain in the Park and resume or re-start a tenancy after termination, the tenant may be required to immediately pay such all charges then due or, in the alternative, at the Park's sole discretion, and with the agreement of tenant, such charges may be added to the tenant account. At the Park's sole discretion, the provisions of this paragraph may be waived on a case by case basis.

3. Method of Payment. Payment of monthly lot rent, late charges and additional rent, and any other fees due under these Rules any lease agreement entered into with the Park shall be made digitally via the Park's online portal or by any CashPay option accepted by the Park as set forth in the Park Rate Schedule. Personal checks and money orders will not be accepted by the Park.

4. Returned Payment. Any payments returned for insufficient funds (NSF) or otherwise will result in a service charge to the tenant, in the amount set forth on the Park Rate Schedule. If any tenant submits three (3) or more returned payments for insufficient funds, a Notice of Termination may be served under B4, above.

5. 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 to receiving a 30-Day Notice of Eviction. Tenants experiencing, or anticipating, financial difficu1ties that may lead to late fees are strongly encouraged to contact Management.

6. Taxes. Tenants are responsible for paying all municipal and other taxes on their homes and personal property on a timely basis. If failing to do so, Management reserves the right to commence eviction proceedings.

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 Park. Only one family unit as listed on the Rental Application, or subsequent Ownership Information Sheet, may occupy any home in the Park. Any individuals not listed on either of these forms will be considered visitors in the Park.

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 and are subject to Management approval in the same manner as a new tenant would be under Section C1, above.

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 Park based on violations of these Rules other than nonpayment. Any person who has been evicted for improper behavior in the Park is not permitted as an overnight visitor in the Park and shall be considered a trespasser.

No tenant may allow any person who has been evicted from the Park for any reason within the past 12 months to remain in the tenant's home as a guest, invitee, 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 Park property at any time.

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

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 evicted from the Park 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 Park is not permitted as an overnight visitor or resident in the Park), or

(b) been convicted of any crime that occurred on Park property, or that occurred while the individual was a resident of the Park, or the victim of which crime was a Park resident, or

(c) 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.

No tenant may allow any person who has been evicted from the Park 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. Any owner who violates these Rules by having as a visitor or resident in his or her home, any person in violation of the preceding sentence, is subject to eviction from the Park.

7. Emergency Inspection of Premises, including entry into home for reasons of imminent safety issue or apparent abandonment.

Park Management may, at its sole discretion, enter a home with immediate advance notice, or if tenant cannot be located, without notice, for the following reasons:

(a) If a home is left unoccupied without notice or satisfactory explanation to management for more than two weeks. The purpose of entry for this reason is to make sure that there are no safety issues presenting a threat to the residents of the park, and to check for safety issues.

(b) If a home is abandoned after eviction and appropriate notice provided pursuant to state law. The purpose of entry for this reason is to make sure that there are no safety issues presenting a threat to park residents and, if necessary, to secure the home from unauthorized use or entry by others.

(c) If there is an imminent safety hazard reported to or detected by management.

In all of these situations' management reserves the right to enter the home to inspect for safety issues, and repair or resolve the issues so that the home is safe and does not present a danger to other park residents. Any expense incurred by management for this service shall be the responsibility of the resident. This section will be exercised in conformity with applicable law and does not create any rights for Park Management to enter a tenant's home outside of these circumstances, or as otherwise defined in these rules. Nothing in this section creates a duty on behalf of Park management to care for tenant's home or property, beyond basic safety issues for the benefit of park residents as noted.

F. CONDUCT OF RESIDENTS.

1. Prohibitions.

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

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
7) Any kind of criminal activity as defined in local, state and Federal statutes.

b. Open fires of any kind, including any campfires and bonfires, provided that charcoal grills, gas grills, and hibachis may be used if they are operated properly and are in good working order.
c. Absolutely no firearms may be fired or discharged in the Park, in any circumstances whatsoever. All firearms must be unloaded at all times when present in the Park. Firearms may not be carried in the Park except directly to and from one's motor vehicle.
d. Satellite dishes over 18" in diameter, and 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 Park Management or Park employees, and damage or threat of damage to any Park property, are prohibited and will result in Notice of Termination.
f. Peddling or soliciting of any kind is not permitted in the Park, but this is not intended to prevent sales "parties" (for instance, Tupperware parties) held by a tenant of the Park, involving only previously invited guests.
g. Unauthorized use of the Storage Yard/Area (may result in a violation fine); Must comply with the Storage Agreement
h. Storage of any materials or substances that pose a fire hazard, or that are likely to attract insects, rodents, or feral creatures is prohibited.
i. Feeding, or other care, of stray cats, dogs, and feral creatures.

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 dated and 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, visitors, 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.

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

G. CHILDREN. Responsibility, Supervision and Conduct of Children. Tenants are responsible for the conduct of their guests, including children, grandchildren and any other invitees.

H. PETS AND OTHER ANIMALS.

1. Responsibility. Any tenant who chooses to keep any pet does so subject to these Rules. Tenants are responsible for all actions of their pets and of any visiting animals and are financially liable for any damages caused to property of the Park or of any neighbors, and for any personal injuries, including death, caused by their pets or any other visiting animals. Pets are not permitted to disturb the rights, comfort, peace, safety or conveniences of other residents of, or visitors to, the Park. Undue noise, aggressive behavior, digging or other behavior by any pet or other animal that violates any of these Rules is grounds for a violation notice to the tenant.

2. Types and Registration of Animals. No wild animals or farm animals are permitted to be kept in the Park, whether as pets or otherwise. Fish, birds and domesticated constantly caged small (under 4 pounds) indoor animals, not including any venomous or otherwise dangerous animals, are permitted without registering with Management. Except as hereinafter provided, dogs and cats may be permitted in the Park, but must first be approved by and registered with Management. Households are restricted to two domestic pets (a maximum of one dog and one cat or two (2) dogs or two (2) cats). Residents owning two (2) domestic pets that have been registered with the Community can keep those animals for their lifetime but cannot replace them with more or different animals than these Rules allow.

Approval of any dog or cat is contingent on completion of a pet application before acquiring the pet, presentation of proof that the animal is properly licensed pursuant to municipal requirements, and submission of a certificate from a licensed veterinarian stating that the animal:

a. is in good health,

b. has received all required and advisable immunizations, and

c. has been spayed or neutered.

Puppies which are too young to be immunized or neutered must still be pre-approved by management through the application process. Proper immunization and neutering documentation must be presented when procedures take place.

Due to insurance requirements aggressive breeds including, but not limited to Pit bull, Rottweiler, Doberman (of any age or size), Chow-Chow, Wolf/wolf hybrid, or a mixed breed that includes any of these breeds will be prohibited from park entrance, even on temporary basis. Adult size or weight of dog is not restricted. Dogs with a history of aggressive behavior or involvement in a dog bite incident will be prohibited from the park regardless of the situation. There will be no exceptions to this regulation. Service dogs are allowed in the park with proper documentation proving they are a certified service animal defined by Title II and Title III of the Americans with Disabilities Act. Service dogs include, but are not limited to Seeing Eye Dogs, Dogs trained for Search and Rescue, Trauma/Seizure Assistance, and Fire and Police Service. These dogs, like all others, must adhere to all rules in this Section.

3. Care of Pets. Dogs and cats shall not be tied, or fed, outside, nor shall they be left unattended at any time or left outside at night. Doghouses, outdoor cages and other outdoor enclosures intended to house or contain any pet or other animal are prohibited. Whenever pets are outside the home, they must be kept on a leash. Any pet or other animal found loose in the Park is subject to being picked up by the Animal Control Officer and taken to the Humane Society. Common areas of the Park, including any

playgrounds, shall not be used to exercise pets. Day care of dogs is not permitted in the Park. Animal waste deposited anywhere in the Park must be removed immediately by the person responsible for the animal. If it is not removed immediately, owner will be subject to a $100 violation per incident, as described on the Park Rate Schedule.

4. Removal of Animals. Any tenant who has an animal in violation of these Rules will receive written notice of the violation. The Park will require the immediate removal from the Park of any animal that is not a permitted pet under these Rules, and may remove any such animal from the Park without notice to its owner or guardian. For any permitted pet that is learned by Management to be, in Management's discretion, a safety threat, or on the receipt of any three or more violation notices regarding any permitted pet, the Park will require the immediate removal of the pet from the Park. Failure to comply with a removal order or violation notice regarding an animal will subject the tenant to eviction from the Park.

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, animal breeding, or laundry service) shall be conducted in the Park 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, Park-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 Park.

J. CONDITION OF HOMES IN THE PARK.

1. General. This section of the Rules is designed to ensure the safety of all residents in the Park, as well as to ensure the general aesthetic appearance of the Park, which can affect the present and future value of each home and of the Park 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 Park 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 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 Park.

Management may allow a home to remain in the Park after it is sold, only if it meets the standards for safety and construction set forth below. Management takes no responsibility for the safety of any home or of its occupants. Neither Management nor the Park 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 Park not meeting the standards set forth in these Rules.

Neither Management nor the Park owner makes any representation or certification that any home in the Park meets or will meet the required standards. If any tenant feels that there is any home in the Park 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 Park. 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 Park by any tenant or any tenant's household members (including children), guests, invitees or visitors, 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 deemed to be additional rent and 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 Park 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 Park 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 re-siding of any home.

4. Roof. All roofs shall be designed to resist at least a forty (40) 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 Park 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 Park.

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. Blinds and/or curtains must always be used and kept in good condition. There must be at least one (1) egress window or exterior 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.

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 section J6 of these Rules.

7. Smoke Detectors. Each home in the Park must have at least one (1) smoke detector installed 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 Park are required to have smoke detectors that are directly wired into the home's electrical system and in compliance with all electrical and other applicable codes and ordinances.

8. Anchoring System. Anchoring systems are encouraged but not required for homes in the Park generally. 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 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 Park. 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 Park. 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 made of durable material and be securely attached to the home. 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 and must be maintained in a safe and sound condition at all times. All steps and handrails must be painted in a color harmonious with that of the house, excluding the tread/walking portion of any such stairs.

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, but are not limited to, all storage sheds, utility buildings, car ports, patio rooms, and add-a-rooms.

b. **Approval.** 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 of the construction. This approval must be obtained prior to beginning construction.

c. Management will approve, in its sole discretion, 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, upon written notice from Management, be removed immediately from the lot by the tenant at his or her own expense. If any unapproved Addition is not removed within the time specified in the written notice 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 undeteriorated condition at all times. If a building permit is required for any approved Addition, a copy thereof shall be provided to Management prior to the beginning of construction. 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.

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

e. **Accessory Structures.** Any Accessory Structure must not exceed the maximum total size of one hundred (100) square feet of floor area unless the lot size does not reasonably permit a building of this size, as determined by Management in writing. Accessory Structures must

not exceed ten (10) 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. Sheds must be installed on concrete poured pads.

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 board, homosote, 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.

f. Fences. No fence structures will be permitted in the Park.

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. Items such as peeling paint, rotten wood, mold or mildew, loose siding or roofing, or broken windows shall be repaired promptly and addressed to maintain an attractive appearance at all times.

13. General Safety and Condition of the Home. Each home in the Park, or being brought into the Park, 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 judgment of Management render it not in conformity with these Rules or not aesthetically compatible with the other homes in the Park. It must not pose any safety hazard to its occupants or to any other homes or persons in the Park. There must be no weakness 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 Park.

K. CARE OF GROUNDS.

1. General Lot Maintenance. Except as otherwise provided for in these Rules or by state law, the Homeowner is responsible for maintaining the driveways and walkways on the Homesite in good repair, safe, and attractive condition at all times, at the Homeowner's expense. Driveways and walkways shall be maintained such that they remain free and clear of any tripping or slipping hazards, cracks and uneven surfaces. If Homeowner has failed to bring their driveway or walkway into compliance after having been provided with a notice of violation and a reasonable opportunity to cure, Management may take the necessary action to bring the driveway or walkway into compliance and may assess the Homeowner for the cost thereof as reasonable incidental service charge 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.

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, tires, junk or other items that create a cluttered appearance may be kept, stored, left or abandoned outside the home. Toys, bicycles, etc. must be put away (not left outside) at the end of each day. All flowers, shrubs, 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. Seasonal decorations and equipment are to be stored away

in a timely manner. 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, as additional rent, in accordance with the Park 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 within 30 days.

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, 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 maintenance service fee, as additional rent, as described on the Park Rate Schedule.

c. Tenants shall not dig on any lot or other Park 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.

d. 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 applicable maintenance service fee, as additional rent, as described in the Park Rate Schedule or actual cost of this service if a third-party is hired to remedy the damage.

3. Gardens, Shrubs, Trees and Flowers. Shrubs, trees and flowers are allowed in the Park, and gardens may be allowed on some lots in the Park, 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 tenant become the property of the Park when planted, and must remain on the lot when the tenant leaves, although the tenant remains responsible for maintaining them.

4. Trash Removal.

a. The Park is served by individual trash pickups and only park provided trash barrels will be utilized. All trash must be bagged and stored either inside an approved storage shed or utility building, or located at the rear of each home, and not anywhere else on the lot.

b. Tenants shall comply with Town and service provider rules for separation, recycling, and disposal of trash. Tenants shall set the trash out on the curb of the street no earlier than 5pm the day before trash collection and removed from the street the same day of collection. No garbage or trash is to be left on the street overnight outside of the time limits specified in this section.

c. The tenant must clean up any scattered trash or garbage immediately. If the tenant does not pick up the scattered debris immediately, Management will do so at the tenant's expense, in accordance with the maintenance service fee as described on the Park Rate Schedule. Tenants shall not keep any abandoned, rusting, or unused materials or items, or any other types of junk, on any Park property, including any lot.

d. No tenant shall place any hazardous materials or substances in the trash in the Park. Any additional costs, fines or penalties for improper disposal of any hazardous materials or substance 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. Each tenant shall notify Management immediately of any problems or hazards in connection with trash removal or pickup.

e. Management will provide disposal service of bagged organic outdoor materials (i.e. grass trimmings, leaves, hedge or flower bed clippings) in season at Management's discretion. On this bulk collection day, all organic materials must be bagged in approved paper lawn bags. Items that will not fit in bag must be reduced to a size that will fit. No inorganic materials may be placed in there. If Management is unable to provide the service on the collection day because of other priorities, tenants are expected to remove, store, or dispose of such materials at the Kittery Waste Facility themselves.

f. Upon advance tenant request and agreement to pay appropriate service and municipal disposal fees, Management may agree to remove landfill items for tenants if staff duties permit.

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 meter, 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 their own plowing or 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.

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

8. Swimming Pools. The only pools permitted in the Park 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 Park 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 Park is prohibited, due to the noise. All firewood is to be cut and

split to stove size outside the Park. 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 to Management, documentation confirming the wood stove is covered on the homeowner's insurance policy. Policy information must be updated annually with Management.

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 Park 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 of 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 Park after repairs have been made. Pending removal of the home from the Park 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 Park.

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 Park. 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 Park, up to the point of connection to the home (ground level), provided that the cost of correcting any problems caused by the tenant, household members (including children), guests, visitors or invitees, including any failure of the tenant to protect the tenant's pipes from freezing, shall be reimbursed to the Park by the tenant as additional rent.

2. **Water Shutoff.** Management reserves the right to restrict or shut off water utilization during emergency periods arising from weather conditions, drought, 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 Park, 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 Park 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 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, baby wipes, prophylactics, cigarettes, cigars, 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.
b. 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.

c. All underground oil tanks must be registered with the State of Maine Department of Environmental Protection (DEP), and subsequently removed from the ground in accordance with all applicable DEP schedules and rules, and replaced with an approved above-ground model, as described in these Rules. 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.

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

M. MOTOR VEHICLES.

1. Registration. All vehicles kept in the Park 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 Park, and any tenant with such a vehicle on his or her lot, or otherwise in the Park, is in violation of these Rules. Management may have any Unregistered, uninspected or inoperable vehicles towed, at the owner's expense and risk. Management will provide written notice of intent to have a vehicle towed.

Maintenance of Vehicles. Tenants are permitted to perform only minor maintenance on vehicles within the Park. 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.

2. Speed Limit and Safe Driving. All Park residents, guests, visitors and invitees must comply strictly with all posted speed limits at all times, and must at all times drive safely and only on the designated Park 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 Park 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, guests, visitors or invitees, the tenant will be subject to a violation notice, immediate restriction or prohibition of keeping or operating any vehicle in the Park, and may be fined in accordance with the fines as set forth in the Park Rate Schedule. Receipt of any three (3) or more violation notices within a twelve (12) month period may subject the tenant to eviction proceedings.

3. Commercial and Recreational Vehicles. Residents shall not keep any commercial truck over ¾ ton, or any recreational vehicles, in the Park, including trailers, motor homes, motor scooters, motorbikes, mini bikes, 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 at a monthly fee in the amount set forth on the Park Rate Schedule, and the storage charge will be payable by each tenant, as additional rent, on the first day of each month. ATV's, snowmobiles, mini bikes, dirt bikes, motorized go-carts, and any other motorized vehicles other than cars and trucks, may not be ridden/operated within the Park.

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 Park. No one is permitted to live in or sleep in any recreational vehicle, camper, boat, etc. within the boundaries of the Park.

4. Parking.

a. No more than two (2) vehicles per lot may be kept in the Park for any home, and those 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. 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 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.

b. 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 Park. When a tenant sells (or otherwise removes from the Park) 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 Park. The removal of the old home must be done in strict compliance with all requirements of Section O5, Homes Being Removed From the Park, and the installation of the new home must be done in strict

compliance with all of the requirements of Section N2, below. 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 Park 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, and written permission for a smaller home is provided.

3. Installation of Mobile 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 describing the new home. Management will review this information to determine 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 Park 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, 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 Park.

b. 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 applicable requirements of these Rules, and all at the tenant's expense.

c. 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.

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 Park, 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, money orders or certified checks will be accepted. This rule is intended to comply with 10 M.R.S.A. §9093(4).

2. Sale of Mobile Home/Requirements for Sale.

a. Tenants owning a home in the Park shall have the right to sell the home to whomever they may choose. However, the decision as to whether or not the home may remain in the Park rests solely with Management. In addition, any purchaser of any home already in the Park will be treated in the same way as any other prospective tenant in the Park, 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 Park. In particular, Management shall be under no obligation to approve any such buyer as a tenant in the Park, 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 Park 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 Park rests solely with Management, and that,
2. Management has no obligation to accept the buyer as a tenant in the Park, 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 Park, and that,
4. the purchaser is responsible for the entrance fee and must contact Management or the Park office to receive copies of these Rules and of the Park 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. 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 entrance fee 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 Park. Tenants may sell their home and have it remain in the Park only if all of the following conditions are met:

a. All homes being sold but remaining in the Park 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 Park. The tenant may be required to remove any unapproved Additions, accessory structures or other improvements.

c. In addition to the foregoing, a sold mobile home may remain in the Park only if the buyer has completed all of the requirements to become a tenant in the Park, 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 Park 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 Park when sold.

Real estate agents must obtain the prior approval of Management to place any "For Sale" sign on Park 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 Park.

6. Homes Being Removed From the Park. Homes will not be permitted to be removed from the Park unless all of the following requirements have been met:

a. The tenant must provide Management with a forty-five (45) day written notice of intent to remove his or her home from the Park. In addition, Management must be notified of the actual removal date at least ten (10) days prior to removal of the home from the Park. 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. If the home is being removed for reasons other than sale, the tenant is responsible for remaining current with the rent at all times until the home is actually removed from the Park. If the tenant is selling the home, the tenant is still 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 Park.

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 the maintenance service fee as

described on the Park Rate Schedule as well as for any equipment use or any applicable disposal fees that Management has to pay to dispose of any items.

f. Homes may be removed from the Park 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 Park.

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 Park tenants. Amendments will become effective after proper notice (45 days) is given to Park tenants.

3. Effective Date. These Rules and Regulations will become effective on March 1, 2025 and a copy of these Rules will be delivered to each tenant at least 45 days prior to said date.

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 Park or lot, as appropriate. All references to "Rules" shall mean these Park Rules and Regulations.

6. Attachments. Attachments to these Rules include:

A. A copy of the current schedule of Park fees and charges.

B. A copy of the Maine State Statutes governing Mobile Home Parks