OLD ORCHARD VILLAGE

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ATLANTIC VILLAGE

A MANUFACTURED HOME PARK COMMUNITY

LOCATED AT:

105 SMITHWHEEL RD

OLD ORCHARD BEACH, ME. 04064

207-934-5655

PARK RULES AND REGULATIONS

EFFECTIVE NOVEMBER 1, 2025

PARK RULES AND REGULATIONS
Effective as of November 1, 2025

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A Manufactured Housing Park Community

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Park Owner & Operator: Old Orchard MHP SPE, LLC
105 Smithwheel Road, Old Orchard Beach, ME 04064
(207) 934-5655

Introduction

Old Orchard MHP SPE, LLC, owner of Old Orchard Village and Atlantic Village (each, the "Park" and together, the "Parks") is committed to creating and maintaining a safe, attractive, and peaceful residential community for all residents. It is the purpose of the following Rules and Regulations to promote the orderly operation of the Parks, protect the health and safety of all residents, and preserve the appearance and quality of the property. The Park's management team (the "Management") is dedicated to providing responsive service and attentive care to residents and their needs.

These rules are designed to ensure a high standard of living, encourage mutual respect among neighbors, and maintain a harmonious environment for residents and families alike. Residents of the Parks (referred to herein as "Tenants" or "Residents"), their guests, and occupants are expected to comply with these standards as a condition of residency. Unless otherwise specified, these Rules and Regulations apply to all tenants, household or family members, including children, guests, or invitees, who shall be deemed under control of the tenant during their stay or visit in the Parks.

We thank you for your cooperation and your role in making the Parks a great place to live.

A. General Residency Requirements.

1. Acceptance Letter & References. Tenants of the Park must be at least eighteen years old to reside in the Park. All prospective residents must submit a completed application, provide verifiable landlord references, provide proof of employment or income, and receive written acceptance from park management prior to moving into the park. Unauthorized occupancy is prohibited. A non-refundable application fee in the amount equal to the actual cost of background or credit screening check is required at the time of submission. Management will issue a response within twenty (20) days the application submission approving or denying the application. 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. The Acceptance Letter issued to each tenant at the commencement of their tenancy shall set forth the tenancy commencement date of the Tenant and the applicable monthly lot rent owed by the Tenant for the rental of the mobile home site lot. In all other respects, these Rules and Regulations shall function as the "lease agreement" for the Tenant's residency within the Park and the Tenant agrees to abide by these Rules as it would a lease agreement.

2. Term. The base rental term for every tenancy within the Park is one (1) year. The term of the tenancy shall commence on the date set forth in the Acceptance Letter issued to a tenant upon their entry into the Park. The term shall renew automatically for successive year-to-year terms indefinitely unless otherwise terminated as set forth in these Rules. Management reserves the right to provide any Tenant with a notice of nonrenewal for good cause including but not limited to the Tenant being in default of these Rules at the time of renewal, the Tenant's serious or repeated violation of the material terms and conditions of these Rules, or the Tenant's violation of applicable federal, state, or local law. The nonrenewal of any tenancy shall be governed by these Rules and applicable Maine law.

3. Approval of Tenancy. Upon approval of a tenancy application by Management, the Tenant will be provided with a copy of these Rules, the Park Rate Schedule, if any, and of the Maine Mobile Home Park Law (10 M.R.S.A. §9091 et seq., also called Chapter 953 of Title 10). Tenants agree, as a condition of moving into the Park, to sign an acknowledgement that the tenant has received a copy of the required materials and agrees to comply with these Rules and applicable law. Tenants shall also, upon entry into the Park, sign an Acceptance Letter further governing their tenancy within the Park, to be provided by Management with the required materials.

4. Entrance Fee. A one-time non-refundable entrance fee of two (2) times the monthly lot fee must be paid upon approval and prior to occupancy. This fee does not apply toward rent or security deposit.

5. Purchase Documentation. Upon entry into the Park, Tenants must provide Management with a copy of the bill of sale following the purchase of their mobile home, and information regarding any liens upon the unit, including name and mailing address of any lienholders.

6. Resident Density & Occupancy Limits. No more than four (4) persons may reside in a home without prior written consent from Management. Occupancy limits shall comply with local health and safety codes. Additionally, no more than one (1) family may occupy a home, being one or more persons related by blood or marriage and occupying a single home as a family unit. Tenants must, upon entrance to the Park, provide Management with an Occupancy List detailing the names, contact details, and emergency contact information for all occupants within the home.

7. Park Approval for Entry & Home Sales. All sales or transfers of homes within the Park require written approval from Management, not to be unreasonably withheld. This includes both new and used homes being brought into or resold within the Park. Approval may be withheld for failure to meet Park standards or residency qualifications. Management reserves the

right to condition its approval of any sale of a home or its approval of any new tenant upon payment in full of any rental arrearages, fees or costs incurred by the Park.

8. Guests, Relatives, and Long-Term Visitors. Guests may visit for up to 14 consecutive days or 30 cumulative days in a calendar year. Any guests exceeding these limits must be approved in writing and may be required to undergo the same screening as residents.

9. Notice Requirement. Residents must provide a notice of no less than forty-five (45) days to management prior to moving out of the park, terminating their tenancy or their intent to sell. Failure to provide notice may result in continued rent liability.

B. Financial Obligations.

1. Rent Payments. Monthly lot rent is due on the first (1st) day of each month. Lot rent shall be as set forth in the Park Rate Schedule. A five (5) day grace period is allowed whereby rent payment is received by 5:00 pm on the fifth (5th) day of each month is entitled to a discount. The Park Rate Schedule may be amended at any time and upon at least thirty (30) days written notice or such notice as required by law. Per Rent Control Ordinance Section 34.297, Rent Increase Limitations F, any notice of a Rent Increase shall be provided in writing to Affected Homeowners at least 90 days before any Rent Increase is to take effect. Monthly lot rent may only be increased once in a twelve (12) month period. Payments received after the fifteenth (15th) day of the month are considered late and may incur a late penalty of up to four percent (4%) of the monthly rental amount as allowed by law, which amount shall be immediately due and payable as Additional Rent. This shall not be construed as an additional 'grace period'. By acknowledging receipt of these Rules, Tenants are acknowledging receipt of written notice that a penalty of up to four percent (4%) of monthly rent may be charged for the late payment of rent. Repeated late payments may result in the initiation of eviction proceedings in accordance with Maine law. Tenants are not permitted to offset from rental payments any amounts claimed against the Park. Tenants experiencing, or anticipating, financial difficulties that may lead to late fees are strongly encouraged to contact Management.

2. Method of Payment. Accepted payment methods include check, money order, or electronic payment (if utilizing the resident portal). Cash is not accepted. All payments must include the Tenant's name and lot number. Payment of rent by anyone other than the Tenant will be declined by Management unless by advanced written agreement; acceptance of payment by any person other than Tenant shall not establish any rights of tenancy

3. Returned Checks. A fee of $35 will be charged for any check returned for insufficient funds. After two returned checks, payment must be made by money order or certified funds for the remainder of the tenancy.

4. Non-Payment of Rent. Failure to pay rent on time may result in the initiation of eviction proceedings in accordance with Maine law. Tenants who fail to timely pay rent will be served with a 30 Day Notice to Pay or Quit. Tenants served with a Notice to Pay or Quit must pay the entire arrearage due plus $5 as liquidated damages prior to the expiration of the notice in order

to avoid the commencement of legal proceedings. Partial payments may not prevent eviction unless agreed upon in writing by park management.

5. Other Charges. Residents are responsible for paying for all amounts set forth on the Park Rate Schedule, including utilities not included in the rent (e.g., electricity, cable, internet, etc.), as well as any fees related to property damage, rule violations, or administrative costs. Park Management reserves the right to install individual water meters and bill resident for their individual water and sewer usage monthly at each home site as Additional Rent and in accordance with Maine law. Tenants agree to use water and sewer services in a reasonable manner and shall not allow any leaks to occur or remain uncorrected. Any unusual charges incurred by the Park because of a Tenant's unreasonable use of its water or sewer services will be passed on to the Tenant as Additional Rent. Additionally, any major charges incurred by the Park as a result of unexpected, unavoidable, or emergency circumstances will be passed onto Tenants and assessed as Additional Rent. Tenants shall keep all utility accounts up to date and shall not allow any utility account to be turned off for nonpayment. Tenants are responsible for paying all municipal and other taxes on their homes and personal property on a timely basis. Failure to do so will result in the commencement of eviction proceedings.

6. Legal Proceedings; Termination of Tenancy. Failure to pay lot rent or any other charges as set forth in these Rules, the Park Rate Schedule, or as otherwise allowed by law may result in the commencement of legal proceedings by Management against the Tenant to terminate the tenancy. Tenants should be aware that violation by a tenant of these Rules, local ordinances or law, or failure to pay lot rent, utility charges and reasonable incidental service charges, three (3) or more times in a calendar year may result in the commencement of legal proceedings to terminate the tenancy, notwithstanding the correction of any violation after notification by the Park. Notwithstanding the foregoing, a tenancy in the Park may be terminated for any reason as set forth in 10 M.R.S.A. § 9097. The termination of tenancies in the Park shall be governed by 14 M.R.S. Section 6002 et. seq and 10 M.R.S.A. §9091 et seq.

The Park may allow a tenant whose tenancy in the Park has been terminated following such legal proceedings to reinstate their tenancy and may condition the reinstatement of the tenancy upon payment in full of all arrearages, plus legal costs.

Tenants whose tenancy has been terminated and not reinstated are required to either sell their home or relocate it from the Park in accordance with 10 M.R.S.A. § 9097(1-B). Failure to do so may result in the Park's removal or sale of the home. Following the termination of the tenancy and prior to the sale or relocation of the home, Management shall allow the home to remain on the site and connected to public and private utilities as set forth in 10 M.R.S.A. § 9097(1-B). Tenants are responsible for all costs incurred by the Park in terminating the tenancy and removing or selling the home, which shall be added to the Tenant's account and immediately due.

C. Sale, Resale, and Rentals.

1. Resale of Homes in Place. Any Tenant wishing to sell a home located in the park must notify Management in writing at least forty-five (45) days prior to the anticipated sale date and provide Management with the name of the prospective buyer for park approval. The home

may not be sold without Management's written approval of the buyer. Tenants may sell a home to any approved buyer subject to these Rules. Tenants wishing to terminate their tenancy within the Park shall not be obligated to remove the home from the Park but must locate a buyer for the home. 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. Homes being resold in the Park must meet all aesthetic and safety standards as set forth in these Rules, Section D, HUD Requirements, and other applicable law. For obsolete mobile homes manufactured prior to June 1976, Management may require evidence that the home meets the Manufactured Housing Board's standard for used manufactured housing and otherwise reserves the right to prohibit the resale of any such homes and require their removal from the Park upon the termination of the tenancy of the existing tenant. Management at its option may hire a third party Manufactured Home Inspector to determine whether the home meets current Industry Standards and Code. The decision as to whether or not the home may remain in the Park rests solely with Management.

2. Mobile Home Park Rent Stabilization Ordinance. – Chapter 34, Article IV of the Old Orchard Beach Municipal Code shall not apply to any Mobile Homes Spaces that are exempt from local home rent stabilization ordinances as required by law, including, but not limited to, Mobile Home Spaces that are not the principal residence of the Mobile Homeowner and the Mobile Homeowner has not rented the Mobile Home to another party (Section 34.293, Exemption C). Per Section 34.295, Vacancy Control – Establishment of a New Base Rent. – A Mobile Home Park Owner shall be permitted to increase the Space Rent by up to 15 percent whenever a lawful vacancy occurs, and this amount shall be considered the new Base Rent for a Mobile Home Space.

3. Payment in Full. All amounts owed for the lot for rental payments and other fees, including municipal or state taxes, and utility fees, must be paid in full before the home can be sold, occupied by a new owner, or moved from the Park. This rule is intended to comply with 10 M.R.S.A. §9093(4).

4. For Sale Signs. A for sale sign may be placed in the window inside the home. The size is limited to 20 x 20 inches. No yard signs or outside display signs are permitted. The for sale sign should be placed in the home after the Tenant has provided Management with notice of its intent to sell the home and sell the Manufactured Home in place within forty-five (45) days after eviction and, during such forty-five (45) day period, Landlord shall allow the manufactured Home to remain on the Site and connected to public and private utilities; provided, however, nothing in this section shall preclude Landlord from exercising any other right or remedy available against a tenant under applicable law.

5. Park Approval for New/Used Homes. All new or used homes brought into the park must meet aesthetic and safety standards as set forth in these Rules, Section D, and HUD and local building code standards, including size, skirting, roofing, and exterior appearance. Tenants wishing to sell their home shall notify Management and allow Management an opportunity to inspect the home upon reasonable notice. Management reserves the right to withhold its approval of any sale to any prospective buyer upon the seller's compliance with the aesthetic and safety standards set forth herein. Floor plans and photos may be required for approval.

6. Real Estate Agent Requirements. Licensed real estate agents acting on behalf of homeowners must coordinate with Management before listing homes in the park. Agents must disclose the park rules to prospective buyers and inform prospective buyers that park approval is a contingency of sale, and inform buyers of all entrance fees. These rules shall similarly apply to the sale of any home conducted by a tenant as a 'For Sale By Owner'.

7. Renting of Homes by Owners. Tenants are able to sublease or assign (for the unexpired term remaining) to a purchaser or sublessee of the Manufactured Home without any unreasonable restraint, provided such purchaser or sublessee otherwise satisfies the Rules and Regulations and all of the Park Management's then-applicable credit and background check requirements, of the rented lot, or any part thereof, or all or any part of any home on the lot unless expressly authorized in writing by Management. 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. Any approved tenants must complete an application, provide references, and be approved prior to occupancy, and must agree to be bound by these Rules and the provisions of a lease agreement and/or these Rules.

8. Death of a Tenant. In the case where a tenant dies, if there is a co-tenant, then 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 sale by the estate is subject to all of the requirements of these Rules, including approval of any transferee by Management. 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.

9. Sale of the Park by Owner. The Park Owner and Management shall provide all residents with no less than sixty (60) days' notice of a planned sale or closure of the Park, which notice shall contain all provisions required under 10 M.R.S.A. § 9094-A.

D. Aesthetic and Safety Standards; Obsolescence.

1. General Mobile Home Standards. The safety and condition of your home is important to you and your family, and it is also important to your neighbors. All homes must be kept in good repair, structurally sound, and free of visible deterioration, rust, rot, or peeling paint. Homes must maintain a neat, clean, and attractive appearance consistent with park standards. **Continued violation of any of the standards set forth in this section, following a notice to cure may result in the removal of the home from the Park.** The following Rules setting standards for homes in the Park are applicable at all times with respect to all homes, including in the event of the sale of a home; compliance with the provisions of this Section is a precondition to Management consent for the sale or transfer of a home in the Park. 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. Violation of any of the standards set forth in this Section that goes uncorrected by the Tenant will result in a notice of violation being issued by Management, which shall provide a cure period to be determined based on the violation. Should a violation remain uncorrected following the expiration of the cure period, Management reserves the right to correct any violation and pass the cost thereof to the Tenant which shall become immediately due and payable as Additional Rent. Repeated violations and/or violations which result in an unsafe or hazardous condition within the park and pose a risk to the Tenant and other residents will result in the removal of the home from the Park.

2. H.U.D. Specifications. Homes must be a minimum of 14 ft. wide and 56 ft. long and with a roof meeting the Zone 2 H.U.D. North Standards requirement. It must have current H.U.D. Wind Load Standards in the side walls. It must have a pitched shingle roof and the insulation must be 6 inches in the ceilings, 3 1/2 inches in the walls and meet the other requirements of the H.U.D. June 15, 1976, Building Codes, and later H.U.D. Manufactured Homes Specifications.

3. Obsolescence. Any home re-sold shall meet current Manufactured Housing Board's standards for used manufactured housing and H.U.D. Manufactured Home Industry Safety Code and Aesthetic Appearance Standards, including but not limited to mechanical systems and structural components including exterior horizontal vinyl siding. All older Mobile Homes built prior to June 1976 are obsolete by Federal Department H.U.D. Building Code Standards of June 1976 and will be so classified by these Rules and the Management. The Park shall have no liability for any claim or damage of any kind arising from the presence in the Park of a mobile home manufactured prior to June 1976. Obsolete homes may not be resold within the Park except with explicit written consent of Management and certification, to be obtained at the Tenant's sole expense, that the home meets all applicable safety and aesthetic standards. Management reserves the right to withhold consent to the sale or transfer of any obsolete home and instead require its removal from the Park.

4. Smoke Detectors. Each home in the Park must have at least two (2) smoke detectors hard wired inside each home, which shall be certified by a licensed master electrician. The make and model of each smoke detector must meet UL code and be approved by the State Fire Marshall. 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.

5. Electrical Wiring. A licensed master electrician must certify in writing to Management that wiring from the home to the community electric power panel source is wired in compliance with the national and local electric code including PVC conduit where required. A licensed master electrician must notify Management in writing regarding wire content (aluminum, copper) in the home and further, any outside receptacle must have installed a GFI circuit breaker.

6. Oil Tanks & Fuel. At the time of resale by an existing resident and prior to closing, the oil tank and its components must be inspected by a State Licensed Burner Technician who shall certify that the tank and fuel delivery system meet current State Fuel Board Requirements,

including oil supply line in conduit. Propane tank installation shall be to the rear of the home. The new oil tank shall be a flat 275-gallon, 12-gauge tank (flat means it is not an upright tank). Four iron post legs, approximately 10" long will support the tank and elevate the tank above the ground. Under each post leg shall be installed a solid cement block (four blocks) securely place to support the post legs.

7. Skirting Requirements. All homes must have skirting installed around the base that fully encloses the underside with no holes or gaps to allow in animals or debris. Skirting must be made of durable vinyl material and kept in good condition at all times. Damaged or missing skirting must be repaired or replaced within 14 days of notice. Skirting color shall be approved by Park Management. 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.

8. Shed Specifications. Each lot may have one (1) storage shed, not exceeding 8' x 10' and not over 9' high at the peak, in a location to be approved by Management. Sheds must be made of wood, vinyl, or other durable materials approved by Management. Metal, fabric, and chipboard or particleboard sheds are not permitted.

Sheds are considered the property of the Park unless the tenant can clearly demonstrate that the shed was purchased by the tenant from the previous owner with a specific Bill of Sale, or unless the tenant purchased the shed from an outside vendor and can prove by Bill of Sale or receipt that they own the shed.

9. Painting and Maintenance. Exterior painting must be maintained. Homes or sheds with faded, peeling, or mismatched paint must be repainted in a timely manner. All exterior improvements or changes must be approved in writing by Management.

10. Fences. Yard fences are prohibited except as permitted in writing by Management. Fences fully surrounding oil tanks are permitted and must be stockade fencing with the pickets tight together and no more than 4' in height. No other fence structure will be approved.

11. Hitch Cover Fences. For older home with exposed steel frames, Tenants shall suitably cover the trailer hitch on the home with an exterior fence which covers the complete front of the 12' or 14' wide home. This fence will not exceed 36" in height, and shall be made from pine or cedar, heavily braced with 2 x 4 bracing on the back of the fence to withstand snowplow load. A design must be approved prior to construction. A Park Plan is available.

12. Post Lamps. Residents must allow park management to install one post-style lamp in front of the home. Maintenance of post lamps shall be the responsibility of the Tenant.

13. Satellite Dishes and Antennas. Satellite dishes and antennas are not permitted within the Park.

14. Roofs & Exteriors.

a. No sale of a home with a damaged exterior or defective roof may take place unless and until the prospective buyer has agreed to meet with Management and agree in writing to make necessary repairs within thirty (30) days or prior to sale. A damaged exterior or defective roof will consist of, but not be limited to, damaged or faded paint, buckled or broken roof, buckled or damaged skirting, mold, buckled or damaged exterior walls, and/or damaged or broken door/window frames or glass. Broken or damaged skirting must be replaced with white vinyl. All exterior deterioration must be repaired.

b. There will be absolutely NO new pitched roof added to any home. This requirement is necessary as the ultimate removal of the home in the case of eviction, abandonment or death will become impossible if a roof is installed on top of an existing roof which will create weight upon the walls exceeding that for which the home is designed. Further, installation of an additional roof will void the Manufacturer's Warranty on the home and is in violation of HUD standards.

15. Decks and Ramps.

a. Entrance decks may be improved or renovated to a total size of 10' x 12' (120 sq. ft.) This 120 sq ft includes a total deck area including any side deck. Please submit a plan for approval twenty (20) days prior to purchasing materials. NOTE: Homes 60' or longer may utilize a total deck size of 10' x 15'.

b. Decks once built or expanded may not be converted to closed-in porches. The deck must stay an open deck without a roof, and the deck rail height and other construction details must have written approval from Management.

c. Handicap wheelchair accessible ramps will be approved by the park. The homeowner must pay the cost and must obtain a Municipal Building Permit and/or Federal Handicap Building Code Standards. The expansion of the deck including deck railing to accommodate the wheelchair turn will be approved. The plan and building permit must be submitted to park management within twenty (20) days of the start of project. When the handicap ramp is no longer required, or at the time of sale, the construction of the ramp and any deck improvement will be dismantled at the resident's expense and desk size will return to park standards.

d. Each home must have a 4’ x 4’ stairway attached to the rear of the home. Care and maintenance of all such rear stairs is the responsibility of the Tenant.

16. Heat Tape. Heat tapes should be checked in the Fall. Heat tapes are a tenant's responsi-bility. Those heat tapes without thermostats and the Frostex brand are the most reliable. The water pipes under a home are the tenant's responsibility. If your heat tape fails and your pipes freeze and the Management must have repair people shut the water off in the Park or hire plumbers to make the emergency repairs to your home, the minimum charge for this service will be $200.00, adjusted 3% per year. Please check your heat tapes often during the winter.

17. Emergency Inspection or Entry of Premises. 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 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.

E. Damaged Property.

1. **Fire**. Any home damaged by fire in a manner whereby it becomes uninhabitable or whereby its exterior walls are burned, paint peeled, windows broken, and smoke damaged so that it appears unsightly, shall be removed within thirty (30) days at resident's expense, after written notice from Management, from the Park 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, Park Owner shall make a decision regarding its appearance and continued tenancy after repairs are made. Notice will be mailed and/or affixed to the home.

2. **Other Damage**. Any home damaged by a vehicle, wind, fallen tree, or by any other means must be removed if it is unsafe, uninhabitable or unsightly within thirty (30) days at resident's expense, after written notice by the Park Management.

Resident may continue his residency in the Park as long as the home is kept repaired, painted, or otherwise adequately maintained so as not to create any aesthetic nuisance, or fire, or safety or health hazard to either other residents or Park Management.

F. Property Maintenance and Yard Care.

1. General Yard Standards. Residents are responsible for maintaining their lot in a clean, safe, and orderly condition at all times. This includes regular mowing, raking, and weeding of lawns and garden areas. Failure to maintain the lot in an orderly and attractive manner may result in forced cleanup of a yard by Management which will result in charges to the Tenant payable as Additional Rent. Management reserves the right to enter and inspect any lot at all reasonable times. Continued violation of any of the property maintenance provisions of this Section following notification of the violation and an opportunity to cure may result in the termination of the tenancy and require removal of the home from the Park. Compliance with the provisions of this Section is a precondition to Management authorization to sale or resale of a home in the Park.

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 of 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. Insurance. All residents are responsible for maintaining homeowners' insurance upon their homes and the contents thereof. 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. Residents shall provide Management with a certificate of insurance evidencing coverage of their home and belongings, and shall notify Management promptly upon any change or lapse in insurance coverage.

4. Trash and Waste Disposal. All household trash must be placed in approved containers with tight-fitting lids. Trash may not be stored outside the home or shed. Large items must be removed from the premises at the resident's expense. Burning of any waste is prohibited. 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. Tenants shall comply with respective town transfer station rules for separation, recycling, and disposal of trash. Tenants that contract a private trash pickup service shall set the trash out at the end of their driveway no earlier than 5pm the day before trash collection and remove any containers/bins the same day of collection. No empty garbage or trash containers are to be left on the street overnight.

5. Snow Removal. Residents are responsible for snow removal from their individual driveways, walkways, and steps. Park management is responsible for plowing main roads only and only when required.

6. Driveways. Except as otherwise provided for in these Rules or by state law, the Tenant is responsible for maintaining the driveways and walkways on the lot in good repair, safe, and attractive condition at all times, at its sole cost and 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 the Tenant 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 Tenant for the cost thereof as Additional Rent.

7. Clotheslines and Outdoor Equipment. Clotheslines of any kind are not permitted. No drying of clothes on railings, fences, or shrubs. Toys, bicycles, yard equipment such as wheelbarrows or lawn mowers, and other outdoor equipment must be stored out of sight when not in use.

8. Trees and Vegetation. Residents are responsible for the care and maintenance of all vegetation located on their lot, including the regular trimming of all trees and shrubbery to ensure that it is kept in a neat, safe, and attractive condition. The removal of any dead trees or vegetation is the responsibility of the Tenant. Management reserves the right to require removal of any trees or cutting of limbs that pose a hazard. Should removal or trimming go uncorrected following the issuance of a notice of violation by Management, Management reserves the right to contract for such work to be performed and pass the cost thereof to the Tenant.

9. Swimming Pools and Hot Tubs. Only small, temporary kiddie pools are allowed and must be emptied and stored daily. Inflatable or above-ground pools larger than eight (8) feet in diameter, and hot tubs of any kind, are not permitted.

10. Boats. Boats will not be permitted on the property for any purpose. This excludes kayaks and paddle boards.

11. Firewood Storage and Pine Needles. Firewood must be stacked neatly in a designated area behind the home, not exceeding one (1) cord. Pine needles must be removed regularly to prevent fire hazards.

12. Signage. No signs of any kind may be displayed on the premises without park management approval. “For Sale” signs are limited to one professionally made sign placed in a window or designated area only.

13. Soliciting. Solicitation is strictly prohibited within the park. Residents must report any unauthorized solicitors to park management.

G. Construction & Property Modifications.

1. **Additions.** Requests for a living space addition or expansion to the footprint of the home will not be approved. Garages or carports will not be approved by Management.

2. **Contractors.** Licensed contractors entering the park to do digging and construction must meet the following standards and procedures:

a. Management must be notified in writing six (6) days before the contractor begins and that Dig Safe has been properly notified.
b. Contractor must obtain from park management best plans of piping and electrical available.
c. Contractor must provide a COI (Certificate of Insurance) that is not older than 30 days, otherwise must post a $1,500 bond.
d. Contractor must provide a written plan of work to be done and a proposed completion date.
e. Contractor must provide name of any licensed plumber that is planned to be used.
f. Tenants are required to provide ten (10) days' notice of start date of any planned work.
g. Tenant or Contractor must pay a $200 shut-off fee for water shut off in the park (if applicable).

3. **Design Approval.** Tenants seeking to construct additions or alterations upon their lot by an approved contractor must submit a design plan for Park Management approval, (20) days in advance of purchasing materials. Plan must be drawn to scale with all details clearly understandable. All alterations and additions must comply with all state and local building or municipal code as applicable.

4. **Towing & Moving of Homes.**

1. The Tenant and/or any mobile home towing company must have a town/city tax receipt and a letter signed by Management providing to them a release to tow any home from the Park.

2. Towing Companies, Mobile Home deliverers, or others who are employed by the Tenant are restricted to moving homes between the hours of 8:00 a.m. and 4:00 p.m. and they must have clearance and the required Management authorization prior to coming to pick up the home.

3. Towing Companies must provide the Park with no less than ten (10) days' notice of planned towing so that utility connections and electrical connections may be properly disengaged from the home and allow Management time to assess the lot and tenant's account for outstanding obligations including utility bills, back rent and tax payments.

4. A towing company which proceeds to tow the home without the above required authorization will be liable to the Park for back rent owed, outstanding utilities and any other tenant obligations.

5. Three (3) days prior to removal of the home, a Bank Check or Money Order in the amount of $195.00 will be given to the Park Manager. This deposit will cover any damage

to Village property done by your transport company. This deposit will also cover any lot clean-up costs after your home is removed. ($195.00 adjusted 3% per year for inflation). If there is no damage and the lot is left in good condition, you will get your $195.00 deposit back immediately.

6. On the day of the move, Park Maintenance Personnel will come to your lot and disconnect the sewer and water from the ground and cap both off. All other utility disconnections will be your responsibility. Please note the electric wire entering your home should be disconnected from your power panel and left on the lot (only after the power company has turned off the meter). All mobile home accessories (decks, sheds, oil tanks, skirting, parts, all personal possessions, debris, etc.) must be removed from the Park within five (5) days or by the end of the month, whichever occurs first.

H. Vehicle and Parking Regulations.

1. Parking Areas and Limits. Each home is allotted two (2) parking spaces within their designated lot area. Parking on grass, common areas, or roadways is prohibited. Additional guest parking is available in designated areas on a first-come, first-served basis.

2. Snow. No cars shall be parked in the streets at any time during the winter season, November 1 to March 31. Cars left overnight in the street will be towed. The independent snow plow contractor and employees of the Park and the Management cannot accept liability for property or automobile damage.

3. Unregistered and Inoperable Vehicles. All vehicles parked within the park must be registered, insured, and in operable condition. Any unregistered or inoperable vehicles are subject to removal at the owner's expense after 48 hours' written notice.

4. Commercial and Oversized Vehicles. Commercial vehicles, RVs, boats, trailers, and oversized trucks are not permitted to be stored or parked within the park unless prior written approval has been granted by Management.

5. Vehicle Repairs. Major vehicle repairs, including engine overhauls or body work, are not permitted within the Park. Minor maintenance (e.g., changing a flat tire or battery) may be conducted provided no fluids are spilled, and the work is completed promptly.

6. Speed Limit and Traffic Safety. All residents and guests of the park must observe the posted speed limit at all times. All residents and guests must obey traffic rules and drive with caution at all times. Repeated violations may result in restricted access to the property.

7. Towing. Unauthorized or improperly parked vehicles are subject to towing at the vehicle owner's expense without further notice. Residents are responsible for informing their guests of all parking and traffic regulations.

I. Conduct

1. **General.** Residents and their guests must behave in a manner that ensures the safety and peaceful enjoyment of the community. Threats, violence, harassment, or assault toward other residents, their guests or family members, or against Management are strictly prohibited and grounds for immediate eviction from the Park. Repeated conduct of a tenant, occupants of a home, their guests, invitees, and family members upon Park property that disturbs the peace and quiet or safety of other tenants in the Park will result in the commencement of legal proceedings to terminate the tenancy, notwithstanding the correction of any violation after receiving notice thereof from Management.

2. **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.

3. **Noise.** Resident agrees that there shall be no loud parties, loud musical instruments or music or noises or other commotion. After 9:00 p.m. noise of any kind must be reduced so as not to annoy other tenants. Stereo music must be turned way down after 9:00 p.m.

4. **Drinking**. Drinking in the privacy of one's home or yard is a personal matter, but drunken behavior, drinking in the streets, noise or shouting, fights, or similar activity occasioned by the excessive use of alcohol, drugs or otherwise, shall be grounds for eviction. Park Management is concerned for the health, safety and welfare of our Residents. Driving a motor vehicle while intoxicated in the Park creates a particularly dangerous condition, potentially harming both children and adult Residents in the Park. If a Park Resident is seen operating a motor vehicle while intoxicated by the Park Management, or if a report of such behavior is received, shall constitute cause for issuance of a notice of violation. Repeated conduct shall result in eviction.

5. **Drugs**. Possession, trafficking or dealing in drugs or other illicit substances creates an unhealthy and dangerous environment for children and adult residents of the Park. Any Tenant charged and/or arrested for possession, trafficking or dealing of such substance shall constitute a violation of these Rules. In addition, if Management observes evidence of drug possession, abuse, trafficking or dealing. or receives reports of such activity in the Park, such behavior also constitutes a violation of Park Rules. Repeated conduct as set forth above will result in eviction from the Park

6. **Firearms**. No firearms may be fired or carried about their person inside the Park property. Any violation of State or local firearms ordinances by a tenant or guest or any police action against a tenant may bring eviction from Management.

J. Pets.

1. General Requirements. Up to one household pet is allowed per home, and only up to a maximum weight of 30 lbs. Tenants have a special responsibility to maintain control over their pets so that the peaceful enjoyment of the park is maintained. At all times, pets must be under the control of their owners. Permitting a pet to stray into or soil another tenant's lot is forbidden. No cages or animal runs are allowed, and at no time will any animal be leashed outside without the owner's presence. No pet droppings will be allowed at any time, and failure to clean up after a pet or to allow unreasonable noise will cause eviction. All pets must have the proper city license and registrations, and vaccinations. Ensuring the care, proper licensing, health and safety of the pets and that the pet does not disturb the peace or safety of other residents is entirely the responsibility of the pet owner.

2. Animals "At Large". Dogs, cats, or other domestic animals are forbidden to run "at large" in the Park.

3. Infringement Upon Peaceful Enjoyment. Residents who keep pets are responsible for ensuring that the actions or behaviors of their pet do not infringe upon the right of any resident of the Park to enjoy, without fear, an environment which is quiet, clean, safe, and vermin free to the extent possible. Pet owners shall not allow their pets to be audible to other residents.

4. Aggressive or Vicious Behavior. Permission for a homeowner to keep a specific pet that exhibits aggressive or vicious behavior will be denied or revoked by Management, and such pet must be removed from the Park within seven (7) days of such denial or revocation. Dangerous breeds of animals, such as pit bulls, Dobermans, chows, rottweilers, and wolf hybrids, are not allowed in the Park. This includes both whole and mixed-breed animals.

5. Feeding Pets Indoors. All pets must be fed and watered indoors to avoid the attraction of insects (ants, flies, roaches, mosquitoes, etc.), rodents (rats, mice, squirrels, etc.), stray domestic or feral animals, and /or wild animals (Skunks, Opossums, etc.).

K. Legal Notices and Enforcement.

1. Compliance. All residents, tenants, and their guests are required to comply with these Rules and Regulations. Failure to comply may result in warnings, fines, or eviction proceedings as permitted by Maine law.

2. Amendments. The Park Management reserves the right to amend or modify these Rules and Regulations at any time with at least thirty (30) days' written notice to all residents.

3. Notices. All official notices under these Rules and Regulations shall be deemed sufficiently given if delivered personally, sent by United States mail, or emailed to the contact information provided by the resident.

4. Enforcement Procedures. In the instance of violation to these Rules, local ordinances or law, the Park will follow the below enforcement procedures. However, nothing in this Section shall be construed to prevent the Park from taking all or none of these steps if circumstances should warrant alternative enforcement procedures, including the involvement of local law enforcement.

a. Warning: Residents found in violation of these Rules will receive a written warning detailing the nature of the violation and required corrective action.

b. Fines and Penalties: Persistent or severe violations may incur fines or penalties in accordance with applicable laws and these Rules.

c. Eviction: Repeated violations or serious infractions may result in initiation of eviction proceedings pursuant to Maine state law.

Any instance of the Park's failure to enforce the provisions of these Rules shall not be construed as a waiver. The Park reserves the right under special and limited circumstances to waive the requirements of these Rules, which waiver shall only be valid if it is in writing and signed by 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.

5. Right to Cure. Except where immediate threat to safety or property exists, residents will generally be provided a reasonable opportunity to cure violations before further action is taken. A resident's right to cure will be restricted as allowed by law following repeated violations of these Rules three or more times in a calendar year.

6. Governing Law. These Rules and Regulations are governed by the laws of the State of Maine. In the event any provision is inconsistent with state law, the applicable state law shall control.

7. Severability. If any provision of these Rules and Regulations is found to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

These Rules and Regulations shall take effect on **November 1, 2025** and shall remain in effect until amended or replaced by Management.

Your acknowledgement and date on page 19 are required and return an executed copy to the office within thirty (30) days of effective date.

Rate Schedule – Effective November 1, 2025

The following services will occur to residents as a result of an unresolved violation notice. Rates are subject to change without prior notice at any time.

Service Fees:

- **Lawn Mowing:** $50.00 per hour, per occurrence. Minimum of 1 hour mandatory. Includes mowing, trimming, and basic clean-up. Pricing may vary depending on lot size or condition.
- **Home Washing:** $50.00 per hour, per occurrence. Minimum of 1 hour mandatory. Includes exterior siding rinse and mildew removal as appropriate. Additional fees may apply for oversized units or special requests.
- **Junk Removal (Outside of Annual Spring Cleanup):** $50.00 per load.
  Pricing based on volume and type of material. Large or hazardous items may incur additional charges.

Administrative Fee:

- **Non-Sufficient Funds (NSF) Fee:** $35.00
  Charged for each returned payment due to insufficient funds. This fee is subject to change without notice.

Please don't hesitate to contact Management with any questions or for further details regarding the above information.

Resident Acknowledgment of Rules & Regulations

I, the undersigned resident of Old Orchard Village / Atlantic Village, hereby acknowledge receipt of the foregoing Mobile Home Park Rules & Regulations. I have read, understand, and agree to comply with these rules as a condition of my tenancy within the Park. Further, I acknowledge receipt of the following materials: (1) A copy of the current Park Rate Schedule; and (2) A copy of the Maine State Statutes governing Mobile Home Parks.

Signature: _____

Resident Name: _____

Address: _____

Date: _____