

## **STANDARDS FOR COMMUNITY LIVING**

The following standards are established in order to provide a pleasant environment in which to live, and to preserve your peace of mind and that of other residents in this community. Our standards have been developed in part to preserve the kind of atmosphere our community residents have indicated they want to have.

It is our intention and purpose to operate this community so as to provide an outstanding residential atmosphere. We strive to render prompt and efficient service, and to provide you with an enjoyable lifestyle through quality surroundings.

The purpose of these policies is to allow each resident to enjoy his or her home as well as the entire community, by protecting the safety of residents and maintaining the community's appearance. As a resident in a land-leased community, you necessarily assume certain responsibilities, such as maintaining the grounds around your home. Being able to provide personal care and attention to your lot is one of the many benefits of the land-leased community lifestyle. Basically, these are standards of etiquette designed to make the community more enjoyable for all residents.

These community standards may be amended, modified or supplemented in the future as may be deemed necessary by Management. Homeowners will receive a minimum of thirty (30) days notice of any such changes. Violation of community standards and regulations may, at the sole discretion of Management, lead to eviction pursuant to the laws of this State.

### **1. APPLICATION:**

All new residents and prospective residents must complete a rental application and meet selection criteria, which include, but are not limited to a credit report, a brief interview, verification of employment and reference checks with former landlords. A non-refundable application fee will be due with all applications.

**2. RENTAL AGREEMENT, REGISTRATION, INSURANCE:**

Prior to being accepted as a resident of this park, you must execute a rental agreement. You must also provide proof of homeowner's insurance, including comprehensive personal liability insurance in a minimum amount of \$100,000.00. Once these items are completed, and you have provided proof of insurance, you will be notified as to whether you will be accepted as a resident of the park. If accepted, you will be provided with a copy of these park rules and regulations, as well with a copy of Title 10 Chapter 953, Maine Revised Statutes Annotated, the law governing landlord-tenant relations in mobile home parks. Upon payment of the entrance fee and first month's rent, you may move into the park.

**3. SUBLETTING OF HOMES:**

Sites are not transferable. The homeowner shall not sublet the mobile home.

**4. INSTALLATION:**

The homeowner is ultimately responsible for the set up, installation of the home on the site, per applicable state statutes and regulations and any applicable local code or ordinances. Detailed set-up standards are available from Management at the homeowner's request. Installation and removal of a home may be undertaken only by an individual or company that is bonded or insured for damages to the premises, and that can and will conduct itself in a professional, businesslike manner. Upon presentation of bond for insurance and assurances of compliance with proper standards, Management will authorize a requested installation or removal.

**5. OWNERSHIP INFORMATION SHEET:**

All homeowners must complete the ownership information sheet first at the time of move-in and then update it annually. The form includes names of residents in the home, home description, vehicle identification, and emergency contact information. Persons who are to be contacted in

case of emergencies shall be non-residents of the community. Homeowners must notify Management immediately whenever there are changes that require updating of the ownership information sheet.

**6. COMMUNITY INSURANCE:**

The community carries standard property insurance. The community policy does not cover the personal belongings of the community's residents, or the residents themselves in situations where individual residents are injured or their sites are damaged as a result of the resident's negligence, failure to adhere to the Standards for Community Living or any condition that is in the control of the resident.

Residents agree not to use the premises in any manner that will increase the risk of rate increases or cause cancellation of any insurance policy covering the premises.

**8. NAMES OF OCCUPANTS/VISITORS:**

- a. Occupants - the names of all the occupants in the home must be listed in the Rental Agreement. Anyone not listed on the Rental Agreement shall be considered a visitor in the community. Notice of any change in the name or number of occupants in your home shall be reported to Community Management within forty-eight hours of said change. Failure to notify Community Management within forty-eight hours shall result in a Twenty-five dollar (\$25.00) service charge. It shall also be grounds for termination of tenancy.
- b. Visitors - Each homeowner will be permitted to have visitors stay with them on a temporary basis. There will be no charge for visitors (either individually or collectively up to two weeks - 14 days in a calendar year). Anything over a two week period, the homeowner will be charged twenty-five dollars (\$25.00) monthly per person. At this time, the visitor should register at the community office.
- c. Management Discretion - 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 who has failed to comply with these rules.

**9. ENTRANCE FEE/PAYMENT OF RENT:**

- a. Entrance Fee - Prior to occupying a site in the community, the resident must pay a non-refundable entrance fee. The fee for residents occupying a home already in the community is two (2) times the current monthly rent. The entrance fee for a new or used home being brought into the community, is two (2) times the monthly rate.
- b. Monthly Rent - Rent payments are due and payable on the first day of the month. No post-dated remittances will be accepted or constitute payments. Rents not paid by the 5:00 p.m. on the fifteenth (15<sup>th</sup>) of the month will be subject to late charge of 4% of the rent due. Rent must be paid by check or money order only. We will not accept rent payments made in cash.
- c. Schedule of Additional Monthly Fee Charges - (Other than base rental)
  1. Guests after two (2) weeks           \$75 each/month
  2. Additional Person                   \$75 each/month
  3. Pet (1 per home)                   \$5 per month
  4. A late payment charge of 4% will be made on all rents paid more than fifteen (15) days late.
- d. Change of ownership fee equivalent to two (2) months rent (non-refundable).
- e. Returned Checks - Checks returned for Insufficient Funds or otherwise will result in a thirty-five dollar (\$35.00) service charge plus bank charges. Once a resident has a NSF check, the resident will be required to pay all future rents with a bank check or money order.

- f. Additional Payments - Additional payments, if applicable, such as fee from Rate Sheet, utility bills, reasonable incidental service charges or damages caused by the homeowner, his/her family, guests or invitees, water & sewer charges are billed with the lot rent and also due and payable on the same date as "Rental Payments" as indicated herein.
- g. Failure to Pay - If rent is not received by the sixth (6<sup>th</sup>) day of the month you will receive a Notice of Termination and we will take all legal avenues available to evict you from the community. If you are experiencing financial difficulties, please contact us as soon as possible to let us know.
- h. Payment of Outstanding Fees - Rental payments and all other fees due to Management at the time of removal of the home from the community, sale of the home, or occupation of the home by a new tenant or owner, must be paid in full before the home is removed from the community, sold or occupied by a new tenant or owner.

**10. SALE OF HOME BY HOMEOWNER:**

- a. Homeowner's Rights - The owner of a home in this community has the right to sell his or her home provided that he or she has given Management prior written notice of intent to sell or at least forth-five (45) days written notice of the actual sale, and provided that he or she has complied with all relevant provisions of the Rental Agreement. No homeowner shall sell the home to a buyer without advising the buyer that the decision as to whether the home may remain in the community rests solely with Management.
- b. Reservation of Rights - Management reserves the right to approve or refuse tenancy of any prospective tenant. Any prospective tenant must complete an Application for Residency, receive approval by Management, agree to comply with all current Standards for

Community Living (and subsequent amendments thereto) and enter into a Rental Agreement.

- c. Home Resale - Upon resale, all homes will be inspected for conformance to the exterior aesthetic standards of the community. The condition of the lawn, driveway, skirting, walkway, steps, decks and exterior of the home, shutters, window, doors, siding, etc. will be reviewed, and where found to be deficient, will be required to be repaired or replaced before the home is resold if it is to remain in the community.
- d. Real Estate Agents - A homeowner who intends to sell his or her home through a real estate agent must have that agent contact Management prior to listing the home for sale. A copy of these Standards for Community Living will be furnished to the agent. If Management has not been contacted prior to listing the home for sale with an agent, it will be presumed that the home is to be removed from the community when sold. Real estate agents must obtain the approval of Management to place a "For Sale" sign on community property. A "For Sale" sign may not be placed until Management has received written notice from the homeowner of his/her intent to sell. "For Sale" signs may be placed only on an inside window of the home and may not exceed 20 x 20 inches in size.
- e. Right to Rescind - Residents contemplating the sale of their home are advised that Maine State Law gives buyers of homes in land-leased communities the right to rescind the purchase of the home under certain circumstances within thirty (30) days of purchase of home if the home cannot remain in the community or if the buyer is not approved for tenancy in the community. (See Title 10, Chapter 953, of the Maine Revised Statutes Annotated).

**11. ABANDONMENT OF PREMISES:**

Homeowners shall not vacate or abandon the premises at any time during the term. In the event the homeowner is to be away from his/her home for a period of twenty-four hours during the winter months, Management must be notified. If homeowner shall abandon, vacate or surrender said premises or be dispossessed by process of law, or otherwise, any personal property, including but not limited to the home, remaining on the demised premises after the homeowner has abandoned, vacated or surrendered the premises or has been dispossessed by process of law, shall be deemed to be abandoned by homeowner and disposed of according to law.

"Absence from the premises for thirty (30) days after any breach of the agreement by the Resident shall constitute abandonment."

**12. CARE OF GROUNDS:**

- a. Trash Removal - All trash must be stored in containers provided by the trash company which shall be stored in your utility shed or located so they are not visible from the street. Residents will be billed for trash removal with-in certain communities.
- b. Snow Removal - Community roads will be plowed and sanded by Management as is necessary in the view of the Management. Residents are responsible for all snow removal on their sites and shall maintain a clear path to all doors and utilities, including the electric meter and fuel tanks. Residents are responsible for any damage caused by plowing done by them or by another party at their request. In the event driveways are not cleared within a reasonable period of time, Management shall clear the driveway, at its discretion, and shall charge residents accordingly.
- c. Site Maintenance - Grounds must be kept clean and neat at all times. No motorized vehicles, snow plows, truck caps, snowmobiles, ATVs, discarded materials, unnecessary items, building materials, trash, junk or other items

which create a cluttered appearance may be stored or abandoned outside your home. Homeowners will at all times maintain the site in an attractive manner and in good repair at their own expense. Homeowner shall maintain and keep his/her driveway in good condition. Oil delivery trucks and any other heavy trucks are not permitted on the driveway. Any damages caused by fuel leakage, other mishaps, delivery trucks, or unlawful activity by the homeowner, the occupants or his/her guests, shall be repaired by homeowner at their expense within a reasonable period of time after receiving notice from Management. If homeowner fails to make such repairs, Management may undertake to accomplish these repairs and bill homeowner for same. Homeowners shall not make additions or improvements on the space without first obtaining Management's written consent, it being understood that said additions or improvements, if approved by Management, shall be made solely at the expense of the homeowner. If a site is not being properly maintained, Management reserves the right, after seven (7) days of notice to take all necessary steps to clean the site and to charge the homeowner not less than forty-five (\$45.00), billed out at forty-five (\$45.00) per hour.

- d. Clutter Around Home - Unnecessary items such as bottles, boxes, junk and/or items which create a cluttered appearance, may not be left in the yard when not in use. Failure to keep your site neat makes everyone's environment less pleasant. If a site is left in a cluttered state for an extended period of time, Management will clean the site and the resident will be charged a service fee of not less than forty-five (\$45.00), billed out at \$45.00 per hour.
- e. Lawns - Lawns must be kept neat and well-groomed, which at the very least shall require weekly mowing during the growth season. After giving the resident a forty-eight (48) hour



notice that the lawn needs mowing or trimming, Management will mow and trim the lawn and will charge the resident not less than twenty-five dollars and billed out at \$45.00 per hour plus ten dollars (\$10.00) for any trimming required around the home. It is also the responsibility of residents to rake lawns in the fall and fertilize to assure an attractive appearance. Mowing Grass over 4" tall will be billed at \$75.00 per hour.

- f. Damage to Lawn - Holes dug in the lawn by family members, guests, or pets and holes created by motor vehicles being driven on the lawn will be filled and reseeded by the resident. Should the resident fail to make the necessary repairs, Management shall make said repairs after seven (7) days notice to the resident and the resident will be charged the actual cost for this service, and billed at \$45.00 per hour.
- g. Vacant Sites - Vacant sites are not to be disturbed or used for any purpose. They are to be left neat and attractive for the next occupants.
- h. Landscaping - The planting of shrubbery, subject to approval by Management, is encouraged. Shrubs planted by residents shall not be removed when resident leaves the community. No fences, hedges, etc. are allowed to delineate individual site boundary lines.
- i. Clothes Lines - Clothes lines may be installed at the rear of the site and only with prior permission of Management. Pre-approval is required so as to avoid potential damage to water and sewer lines. Clothes lines must be the rotary or umbrella type made of aluminum and with a solid base in the ground.
- j. Firewood - Firewood must be ordered from an outside vendor and delivered in fireplace lengths. No more than one cord may be delivered at a time. Trucks delivering firewood must not park their vehicles on the

lawn. The cutting of firewood with chainsaws within the community is prohibited. Firewood must be stored in a storage shed within twenty-four (24) hours of delivery. All woodpiles for immediate use are to be stacked neatly at the rear end of home. Piles shall be neat and shall not block the entrance to the underside of the home.

- k. Inspection of Site - Management reserves the right to inspect any site or the exterior of any home in the community at all reasonable hours, after giving homeowner a minimum notice of 24 hours.
- l. Fire Prevention - Open fires are prohibited in the community. Charcoal, gas grills and hibachis may be used if they are operated properly and are in good working order. The burning of paper or trash is prohibited. No liquid petroleum, propane or similar gas tanks shall be stored inside or under any home or other structure. Gas fuel tanks must be properly installed by an authorized gas company 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 the home. Wood ashes must be stored in a metal container on site and must not be disposed of in the community.
- m. Antennas - Outside radio and television antennas, including citizens' band antennas, are prohibited except for vertical antennas which extend no more than six feet (6') above the roof of the home. Satellite dish antennas are permitted, however the community has certain guidelines that must be followed. Please see your community manager to obtain a copy of the guidelines.
- n. Sheds - Only one storage shed per home which shall measure no larger than 12' x 12' and no less than 8' x 8' and each shall be constructed of wood and covered by material that matches the color and type of siding, shingles and trim as on the home.

- o. Swimming Pools - Swimming pools of any size are strictly prohibited.
  
- p. Garages - Garages will be allowed in the community with certain regulations and are to be community approved in writing. The site must be large enough to accommodate a garage, be of one style and aesthetically pleasing to the home, built by a licensed contractor and met all codes along with a permit issued by local Code Enforcement. A driveway must be installed from the road to the garage. The cost of the driveway will be the responsibility of the resident. Management will make the decision if your site will be suitable for a garage.

### 13. Utilities

- a. Water and Sewer Lines - To preserve the health and safety of all residents as well as preventing unnecessary use of water, all plumbing must be kept in good repair. Management reserves the right to inspect inside or outside of home for leaky faucets, running toilets or malfunctioning fixtures, upon reasonable notice to the resident, and reserves the right to shut off water to the home on the event of substantial water leak or constantly running water. Management further reserves the right to restrict water utilization during an emergency period arising from weather conditions, mechanical breakdowns or other demanding circumstances.
  
- b. Prevent Freezing - Water lines under the home must be protected against freezing by the use of heat tapes or adequate pipe insulation. **Permitting water to run to avoid freezing of lines is absolutely prohibited.** When leaving your home during the winter, leave the heat on at least 65 degrees to prevent frozen pipes, and if leaving for more than a few days, have your home winterized. You might also ask your neighbor to check the home regularly for you.

Management is not responsible to damage to pipes or plumbing caused by freezing. The cost of repairs to frozen water lines will be charged to the resident. Management will charge the resident to shut off the water lines. Management will also charge to shut off the water supply to a home for any extended period during the winter.

- c. Sewer System - Do not flush garbage, sanitary napkins, paper towels, contraceptives, disposable diapers (even if it says flushable), fat or any other non-soluble items or substance in toilets or drains. Doing so may cause a backup in the sewer system and lead to unsafe conditions. A clogged or disconnected sewer line shall be reported immediately to Management. If a clog or disconnect of the sewer line is caused by the resident or his/her guests, then the resident will be charged a minimum of \$25.00 and billed out at \$45.00 per hour. Water/Sewer lines are management's responsibility at and below ground level. Water and sewer lines are the homeowner's responsibility above ground level.
- d. Repairs - The cost of repairing plumbing problems attributable to actions of the homeowner or his/her household members, guests or invitees will be charged to the homeowner.
- e. Fuel Oil - Deliveries of fuel oil must be made between the hours of 7:00 a.m. and 7:00 p.m. Homeowners are responsible for the proper installation and maintenance of oil tanks. Tanks must be installed to code by a licensed technician. The choice of the oil companies rests with the homeowner. Homeowner may be required to replace the oil tank installation, if deemed to be defective in any way.
- f. Electric Service - Homeowners should know how to operate electrical shut off devices on both the inside and outside of the home. Homeowners are prohibited from attaching any objects in any manner to electric utility poles. Wiring from the meter box to the home and inside the

home is the homeowner's responsibility and such wiring shall be maintained in accordance with all applicable state and local codes. Tampering with community electric service, plumbing connections or other community utility connections is strictly prohibited. Please contact Management in the event of a problem.

**14. MAILBOXES:**

Each family shall have an individual mailbox at the front of the community. A key will be issued by Management. The resident's street number shall be clearly placed on the front of their home. If the mailbox key is lost, homeowner will be charged a Ten Dollar (\$10.00) replacement fee. If you choose to change the number, see Management for approval.

**15. PETS:**

Only one (1) pet dog or cat will be allowed per home. No pet of more than thirty (30) pounds at maturity will be allowed. NO OTHER ANIMALS WILL BE ALLOWED. Any homeowner having a cat or dog will be required to pay an additional \$5.00 per month in lot rent. Homeowner must provide a picture of the pet to Management for identification purposes. Pets must generally stay inside the homeowner's home. If taken out of the residence, it must be kept on a leash and must be kept under control at all times. Pets are not to be tied outdoors. If management receives any complaint concerning a pet from another resident, the involved homeowner will be asked to remove the pet or move out of the community.

**16. HOUSEHOLD MEMBERS AND GUESTS:**

- a. Responsibility - Homeowners are responsible for the conduct of their Household members and their guests. Homeowners shall not permit either their household members or their guests to enter into utility buildings kept by Management or other areas designated by Management as prohibited for safety reasons. Homeowners will be held responsible for any damage caused by their household members or their guests.

- b. Supervision - No one is permitted to play or loiter in empty sites or in the streets. Throwing rocks, digging near sites, destruction of trees or other mischievous behavior will not be permitted. Any such activities shall be deemed the responsibility of the homeowner and will be a violation of these community standards.
- c. Play Area - Each resident's play area is your own site. Bicycles, toys, and tricycles should never be left in the streets, parking lots or common areas. For their safety, no one should ever play with riding toys on the street or parking lots. Roller Blades, scooters, skateboards and trampolines are not allowed in the community. All toys, bikes, etc. must be put away in storage each evening and when not in use.
- d. Travel Areas - Bicycles shall be ridden on the community streets. They are strictly prohibited from lawns. No one is allowed to "cross other residents' sites for purposes of" shortcuts. All travel is limited to streets.

**17. MOTOR VEHICLES:**

- a. Registration - No unregistered or uninspected motor vehicles of any size or type are permitted in the community. Permitted vehicles must be in a drivable condition with a quiet muffler system and may be driven only by persons who may legally drive on public roads. No trucks larger than a pickup truck or van will be allowed to park overnight in the community. No operation of snowmobiles or ATVs will be permitted in the community. There shall be no boats, trailers, ATVs, snowmobiles, truck caps or other objects stored on the site without the written consent of Management. Travel trailers and campers may be parked in the driveways or on the street, only for the purpose of loading or unloading. Storage of these items may be allowed in the community as space allows. Residents should

speak with Management regarding areas for storage. If any items are stored within the community at a location other than the resident's site, it will be at the resident's sole risk. Management assumes no responsibility for the care and/or damage to resident's property.

- b. Parking - No more than two (2) motor vehicles are allowed at each site. These vehicles must be parked in the driveway of the owner's site and not on the lawn or grassy areas. There shall be no on-street parking.
- c. Speed Limit - The speed limit is fifteen (15) miles per hour within the community. The speed limit is strictly enforced and exceeding the speed limit may be grounds for eviction. Residents will be held responsible for strict observance of the speed limit by themselves, their household members, guests and invitees. The residents will be held responsible for all visitors caught speeding. Visitors receiving a second warning will be banned from the community. Three (3) warnings at one household, including visitor warnings, within a twelve (12) month period constitutes grounds for eviction.
- d. Repairs/ Painting - Repairs to or painting of vehicles in the community is prohibited. Damage to paved parking areas caused by leaking gasoline, oil or other substances shall be the responsibility of the resident and shall be fixed immediately. The driveway must be sealed. Vehicles causing such damage shall either be promptly fixed by the resident or be removed from the community.
- e. Delivery Vehicles - Management specifically reserves the right to restrict the operation of all delivery or other vehicular traffic within the community in the interest of safety and preservation of community grounds and roadways. Oil delivery trucks and other heavy trucks are specifically prohibited from individual resident's driveways. While making

deliveries, all delivery trucks shall park in the street.

**18. HOME OCCUPATIONS AND BUSINESSES:**

- a. Solicitation - Solicitors, vendors, peddlers, etc. are not permitted in the community. Commercial and/or business solicitation by the homeowner, occupants or homeowner's guests is strictly prohibited.
- b. Home Occupations - No home occupations or businesses may be conducted in the community without prior approval of management. No yard sales or outside signs of any type are permitted.
- c. BABYSITTING - Babysitting or day care is prohibited.

**19. CONDUCT OF RESIDENTS/CARE OF RESIDENT'S PROPERTY:**

- a. Compliance with Community Standards - Homeowners, their household members, guests and invitees shall comply with all local and state laws.
- b. Laundry - Homeowner may not under any circumstances wash laundry in their home for anyone other than their immediate household members.
- c. Noise, Alcoholic Beverages - Loud parties, loud musical instruments, radio, television or other offensive noise is prohibited. Noise of any kind which disturbs other residents of the community is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Between those hours, noise should be low enough so as not to be heard outside the home. Consumption of alcoholic beverages outside of one's home in the community is prohibited. Shouting, fighting or other forms of disorderly behavior are prohibited. Drunkenness or use of illegal drugs on community property is prohibited. Tenants legally permitted by the State of Maine to cultivate and/or possess marijuana



shall do so in conformity with the state permit or license. A copy of the current, valid State of Maine permit or license shall be provided to the management. Failure to provide such a license shall result in a presumption that the tenant may not legally cultivate or possess marijuana. The legal cultivation, possession and use of marijuana shall be done in a manner that other tenants in the Community do not see it or smell it without their consent. No other children in the community shall be exposed to the presence of marijuana under any circumstances. No marijuana may be cultivated or used anywhere on the premises of the community except inside the tenant's home. Windows must be kept shut while marijuana is being smoked to prevent the smoke from being smelled by other tenants. Consumers of legally possessed marijuana are encouraged to obtain an air purifier for this purpose. The management reserves the right to completely prohibit the cultivation and possession of marijuana on the community premises if a determination is made that allowing marijuana constitutes a violation of federal law or results in loss of a federal contract or funding.

- d. Firearms - Absolutely no firearms may be carried or fired in the community. All firearms must be kept unloaded at all times in the community.
- e. Property - Residents are responsible for their own property whether on their own site, in the designated common storage area or elsewhere in the community. Management assumes no responsibility for lost, stolen or damaged property of residents in the community, unless caused by Management's negligence. If any damages are caused to any property or equipment in the community by the resident by negligence, misuse or intent, or by that of his/her family, visitors or any agent of the resident, the resident shall be responsible for these damages. The damages shall be measured by the restoration or replacement

cost resulting from the act of the resident. These damages shall be considered additional rent due ten (10) days after Management has supplied resident with a written demand for payment. This demand must be accompanied by documents setting forth the cost or repair or replacement.

- f. Criminal Activity - Any type of criminal activity that a resident is found responsible for is cause for immediate eviction.

## **20. CONDITIONS OF HOMES IN THE COMMUNITY:**

This section of the standards is designated to ensure the safety of residents in the community. The safety and condition of your home is important to you and your family but it is also important to your neighbors.

The following standards are applicable at all times with respect to all homes in the community and these rules may be invoked with respect to a home whenever Management has reason to believe that an unsafe condition or deviation from these standards may exist.

In order to ensure that homes have been maintained in a safe condition and that any alterations are safe for human habitation, the homeowner must certify to Management that the home and any additions or alterations meet these standards. Management may inspect the home to determine if the standards contained herein have been met. The homeowner will be given a reasonable opportunity to correct any deficiencies in order to meet the standards. If the home is not brought up to these standards, Management may require that the home be removed from the community. No additions or improvement to the home lot shall be undertaken without the prior written permission of Management and said addition or improvement shall be undertaken at the resident's expense and shall remain on and be surrendered with the home lot. "Add-on" rooms are not permitted due to problems with frost.

Management may allow a home to remain after the sale, only if it meets the standards for safety and construction set forth below. In certain cases, Management may request an engineer's certification of compliance with codes. Management is not responsible for damage, injury or loss by

accident, theft or fire to either the property or person of residents or their guests or invitees, unless such damage, injury or loss was caused by the negligence of community Management or its agent.

- a. 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 or mismatched paint. All home entering the community must have residential lap (vinyl) siding. Prior written approval of Management is required before painting or residing the home.
- b. Windows and Doors - Windows, storm windows, screen and exterior doors must be fully operable and must not be in a deteriorated condition. There must be at least one (1) egress window or door in each bedroom. Each such 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 inches (22") and the bottom of which shall not be more than thirty-six inches (36") from the floor. There shall be at least two exterior doors in the home and each shall have an exterior light adjacent to it.
- c. Roofs - Pitched roofs shall be designed to resist a thirty pound (30) per square foot live load applied downward on the horizontal projection of the home. The original roof or any replacement roof must not be in a deteriorated state or condition and must meet the snow load requirements. There shall be no leaks. All homes entering the community must have a pitched, shingled roof. All add-on roofs must be inspected by a licensed certified engineer ensuring that it meets with the snow load requirements.
- d. Plumbing, Heating and Electrical Systems - The plumbing system must be properly functioning with no leaks and must be designated 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 materials,

free from defective workmanship and so designed and constructed as to perform satisfactorily with reasonable life expectancy.

The component parts of the heating system, especially the stack, tank to burner connections, flue, chimney and heat component must be fully and safely operable. Any additions or alterations to the original, factory-installed heating system must be of durable material and free from defective workmanship. 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.

No new installation of wood stoves will be allowed in the community. Built-in fireplaces are permitted, subject to inspection prior to use by a local or state fire official. Ash is to be stored in metal containers and disposed of by the homeowner.

Electrical service and wiring must be in accordance with the specification of the edition of the National Electrical Code in effect at the date of the 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, 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.

- e. Skirting Required - All skirting must meet State and local regulations. Vinyl skirting designed and manufactured specifically for use as home skirting is required on all homes entering the community. Skirting must be placed around the

home immediately upon its entrance into the community. Management reserves the right to have skirting installed after a reasonable period of time and to bill the resident for the actual cost of same. Skirting must not display any deterioration and must enclose the area between the home and the ground. If the skirting is replaced on existing homes, the new skirting must be vinyl skirting designed and manufactured specifically for use as home skirting.

- f. Steps, Handrails, Porches, Decks, Entryways, Walkways or Other Additions to the Home and Exterior Structure and Storage Sheds - All must be constructed in accordance with applicable local building codes and a building permit must be obtained. Prior to construction, the resident must consult with Management and must receive written approval from Management of the design, color, materials and location for said construction. Existing steps, handrails, porches, decks, windbreaks or other additions to the home and exterior structure and storage sheds must not be in a deteriorated state or condition, and must be properly constructed and safe for all proper purposes.
  
- p. Steps and Decks - All steps, or decks, etc. must be safe and attractive in appearance. Cement and pressure treated wood is acceptable. Steps and decks must be enclosed with lattice work.
  
- g. Smoke Detectors/Carbon Monoxide Detectors - All homes in the community must have at least one (1) smoke detector and One carbon Monoxide detector installed on or near the ceiling areas within or giving access to each bedroom. The make and model of the smoke detector must be one which has been

approved by the State Fire Marshall and is UL (Underwriters Laboratory) listed. All smoke detectors and Carbon Monoxide detector must meet local standards.

- h. Homes less than 11'6" wide - Homes less than eleven feet, six inches (11'6") exterior width at floor level will be required to be removed from the community when sold by the current owner.
- i. Aesthetic Appearance - All homes in the community shall be compatible and consistent with those in the surrounding area. Those homes that are deemed to be offensive in design, painting or overall appearance may be ordered removed. All residents must have an approved walkway from the driveway to the front entrance of the home.
- j. Other Aspects of the Structural Safety or Soundness of the Home - The manufactured home must be mechanically sound and structurally safe. There must be no weakness or defects in the manufactured home affecting the health or safety, or the potential health or safety, of its occupants and their guests.

#### **21. NOTICES:**

Except as otherwise stated herein or required by State statutes, all notices required by these rules and regulations shall be delivered in writing by delivery, in hand or by regular mail if unable to hand deliver after three attempts, it will be posted on door with a copy mailed by regular mail to the homeowner at his/her residence.

#### **22. ENFORCEMENT:**

Enforcement of these community standards shall be the responsibility of the Management. Violations should be reported in writing to Management. Any violation of a provision of these rules must be corrected within the time specified by written notice from Management. Notice of a violation will be served by Management. In the event that such violation is not corrected within the specified time, Management may terminate any Rental Agreement and begin legal proceedings as outlined in the laws of the state.

**23. AMENDMENTS:**

Amendments to these rules may be made from time to time by the Management and copies of such amendments shall be distributed to community residents. Such amendments shall become effective thirty days (30) after notice is given to community residents.

**24. TERMINATION:**

Failure by homeowner to comply with these standards and regulations or failure to comply with the terms of the Rental Agreement or State or local laws regarding land-leased communities and landlord/tenant relations is grounds for termination of tenancy and eviction. Management shall provide all notices required by law prior to proceeding with a forcible entry and detainer (eviction) actions.

**25. ACKNOWLEDGEMENT:**

Residents hereby acknowledge that as part of these community standards for living, Management has furnished and resident has received a copy of Title 10, Chapter 953, of the Maine Revised Statutes, as amended.

**Any violation of these Standards for Community Living shall be cause for termination of occupancy. Please read carefully before signing.**

**Resident's Signature: (After both parties sign).**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_