

RULES AND REGULATIONS RELATING TO THE USE AND ENJOYMENT OF
PINE CONE MOBILE HOMES COURT
EMERALD ROAD/MARGARET LANE/SHAMROCK CIRCLE/NELLIGAN DRIVE
HOLDEN, MAINE 04429

March 1, 2020

Welcome to Pine Cone Mobiles Homes Court. In order to ensure your tenure will be enjoyable and to promote the health, safety and welfare of the tenants, the management has adopted the following rules and regulations, which relate to the tenants, their families and guests. In addition to these rules and regulations, your tenancy at Pine Cone Mobile Homes Court is governed by 10 M.R.S.A. Section 9097 and by execution of these rules, the undersigned acknowledges receipt of a copy of said statute.

I. RENT/ENTRANCE FEE

- a. **Rent in the amount of Three Hundred Seventy Dollars (\$370.00) shall be due, in advance, on the first (1st) day of each month**, except for Sundays and holidays. Rent falling due on a Sunday and holiday shall be due and payable on the next weekday following the Sunday or holiday.
- b. A tenant is classified as a person who has met with management, completed all necessary paperwork (i.e. credit and background checks), signed the rules and regulations and received park approval.
- c. If a tenant moves into the Court after the first day of the month, the rent shall be prorated to cover the remaining days in the month.
- d. If a tenant shall leave the Court before the end of the month, the management shall make no refunds.
- e. **Rent that is not paid by the fifteenth (15th) of the month shall cause tenant to be liable for a Fourteen Dollar and Eighty cents (\$14.80) late charge (4% of rent).**
- f. Checks which have been returned due to insufficient funds shall cause tenant to be liable for a Twenty Dollar (\$20.00) return check fee.
- g. The rental fee identified in Paragraph I a. is for **a maximum of two persons** living in the mobile home.
- h. A non-refundable entrance fee in the amount of **Seven Hundred Forty Dollars (\$740.00)** is due and payable with the first month's lot rent.

II. SUBLETTING OR SELLING OF MOBILE HOMES

- a. Subletting
 - (1) No tenant shall rent or sublet his/her mobile home under any circumstances.
- b. Selling

Tenant must provide management with a thirty-day written notice of intent to sell or of intent to remove mobile home from the Court. Tenant will then have the right to sell the home in the Court and any prospective purchaser may apply for tenancy subject to the following conditions:

- (1) No tenant shall sell his/her mobile home located in the Court without the express written consent of the management.
- (2) When a mobile home is sold in the park, management reserves the right to decide if the mobile home may remain in the park.
- (3) The tenant must be available for an inspection of the mobile home prior to the home being listed for sale. This inspection must take place within ten (10) business days of management's receipt of the letter of intent to sell. Inspections will be made only by appointment Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m., excluding holidays.
- (4) The purpose of the inspection is to ensure that any mobile home remaining in the Court meets all federal, state and local rules and requirements. Any rules in existence at the time of the sale must be complied with. This inspection will include, but is not limited to, modern appearance, cleanliness, neatness and the good working condition of all utility lines and appliances including water, gas, electrical, etc. All utility connections must be brought up to the current codes of the town, state, etc. No mobile home is permitted to be resold in the Court unless it was H.U.D. approved at the time of its construction. Section 9094 (2) provides that a park owner may not require a tenant to remove his/her mobile home from the Park except pursuant to rules which clearly describe the standards under which the park owner or operator may require a tenant to remove a mobile home from the park. Those standards may include, but are not limited to, rules governing siding, the roof, steps and handrails, porches, decks or other additions, home width less than 11'6", aesthetic appearance, smoke detectors, and other aspects of structural safety or soundness of the home. Further, at the time of sale or change of ownership, the park owner may require the owner of a home which was built before June 15th, 1976 to provide written evidence (i.e. report) that the home meets the Manufactured Housing Board Standards which may include inspection by an electrician, engineer, and person licensed to repair the home's heating system.

In the event that management feels any repairs are deemed necessary, an itemized list will be provided to the tenant. No prospective purchaser of any mobile home may apply for tenancy until required repairs are completed to the satisfaction of management.

- (5) All factors that in management's opinion could influence any applicant's desirability as a tenant will be considered. These factors shall include, but are not limited to, credit history,

adequacy of income, past residential history, police records and whether, in management's opinion, the applicant complies with the requirements of these Rules. Prior to occupancy of any prospective purchaser: (1) a meeting must be scheduled with management; (2) an application by prospective purchaser is to be completed; (3) a set of rules and regulations must be reviewed and accepted by prospective purchaser; and (4) prospective purchaser must be approved by park owner/management.

- (6) Any tenant wishing to sell his/her mobile home may advertise it for sale. The tenant has the right to place one "FOR SALE" sign on his/her home subject to the following restrictions:
 - (a) Any "FOR SALE" sign may contain only the words "FOR SALE" and a phone number.
 - (b) No "FOR SALE" sign may exceed 216 square inches in size.
 - (c) There will be a maximum of one "FOR SALE" sign allowed.
 - (d) The "FOR SALE" sign must be placed on the inside of the front window. Signs are not to be placed on trees, porches, sheds or on self-standing poles/posts.
 - (e) No sign will be placed until management has been informed of the tenant's intent to sell and the mobile home inspection has been completed.
- (7) When a mobile home is sold to be removed from the Court, the mobile home and accessories are to be moved in the following order: (1) shed/outbuilding; (2) addition – if applicable; (3) skirting and oil tank/slab; (4) any debris located under or around the mobile home; (5) steps/porches; and (6) mobile home. Management will not provide the tenant with a letter for the mobile home moving company unless the items were removed in the order and if the lot is left in a clean and sanitary condition. The tenant is responsible for making sure the lot is "returned" in the same condition as rented, reasonable wear and tear accepted. If a mobile home is moved, and any outbuildings, debris, etc., remains on the lot a storage fee equivalent to the lot rent will be assessed for each day the lot is deemed (in management's opinion) unrentable.

III. VISITORS AND GUESTS

- a. **A visitor/guest is classified as any person who has not:** (1) met with management; (2) completed all necessary paperwork (i.e. credit and background check); (3) signed the rules and regulations of the Court; and (4) received Court approval.
- b. Tenant shall be held responsible for the actions of their families and guests.
- c. **A permanent moving in or sharing of accommodations will not be allowed under any circumstances.** The maximum number of tenants per

lot shall not exceed two (2). Tenant must notify management when a guest(s) will be staying more than five (5) overnight visits in order to: (1) state length of visit; and (2) receive management's approval. **Tenant agrees to pay the Court \$5.00 per night/per person during the guest(s) visitation to the Court.**

- d. No visitor(s)/guest(s) may stay overnight in the Court without tenant present.

IV. PETS

- a. No dogs are allowed in the Court at any time under any situation. Please inform all guests (day or overnight) to leave their dogs at home or in a kennel. **THIS RULE IS STRICTLY ENFORCED.**
- b. No other animals are allowed in the Court with the exception of a cat. One spayed/neutered cat per mobile home is allowed after tenant receives express written consent by the management.

V. MOTOR VEHICLES

- a. The speed limit within the Court shall be 10 m.p.h. Management will strictly enforce the speed limit.
- b. Tenant shall be responsible for the conduct of their family and visitors in operating motor vehicles within the Court.
- c. Tenants shall keep no inoperative or unregistered motor vehicles in the Court.
- d. Repair work done on motor vehicles owned by tenants shall be limited to minor repairs, which do not require more than four (4) hours of labor.
- e. All motor vehicles shall be parked off Court streets during the winter season, which shall be November 1 to May 1.
- f. No snowmobiles, ATVs, mini bikes, etc., shall be operated on any of the Court streets.

VI. UTILITIES

- a. Tenant is not allowed outside water hoses or pools.
- b. Tenant must keep all plumbing in proper and working condition. No leaking faucets or running toilets are permitted at any time.
- c. Management shall have the right at all reasonable times to inspect the inside and outside of the mobile home for leaking faucets and/or fixtures.
- d. Water lines must be properly equipped with a heating tape by November 1st of each year so as to prevent frozen water lines.
- e. Tenant shall be responsible for checking and maintaining the heating tape to prevent damage caused by freezing.
- f. If the mobile home is vacated during the cold weather, the tenant shall be responsible for having the heating tape checked. If at any time during the year a tenant leaves the park for a period of two weeks or longer, tenant must contact management to have the water shut off at the mobile home/park connection. If vacancy occurs during cold weather, tenant is

responsible for either winterizing the mobile home or checking to see that the heat remains on.

- g. The mobile home must have a plumbing system capable of transferring 40 psi to internal faucets of the home.
- h. At no time is tenant to continuously run the water or leave faucets dripping. Dripping faucets and running water will cause major damage to the mobile home with sewer line freeze-ups.**

VII. LOT MAINTENANCE

- a. Tenant must keep his/her lot neat and sanitary at all times. All miscellaneous items, trash, debris, junk, etc., are to be kept inside the outbuilding not stored around or behind the outbuilding or mobile home.
- b. Any tenant who does not keep his/her lot neat and sanitary as determined by Management, shall be responsible for paying management Forty Dollars (\$40.00) per hour for each hour or fraction thereof which it takes management or its agent to put the lot in a neat and sanitary condition.
- c. No fences are allowed on the lot.
- d. No shrubs, trees or other vegetation are permitted on the lot without the express written consent of management. Any tree/shrubbery that is planted on the lot becomes property of the Court.
- e. No posts or stakes are to be driven on the lot without the express written consent of Management.
- f. All mobile homes must be enclosed by the tenant with vinyl skirting only. The tenant will be allowed thirty (30) days from date of occupancy to complete the skirting in of his/her mobile home.
- g. No additions, extensions or closed in porches are allowed.
- h. One (1) utility building constructed of sound material and no larger than 12' x 12' is allowed per lot. No additional bins/containers may be placed at the sides of the utility building.**
- i. One (1) deck will be allowed per lot. Deck is to be constructed of pressure treated wood or equivalent material and no larger than 8' x 10'.**
- j. All garbage and rubbish shall be removed by tenant from the lot. Tenant must contact the Holden Town Office for instructions of trash removal.
- k. Trash must be put curbside in a covered container to avoid attracting birds and animals.
- l. Tenant is allowed one umbrella style clothesline. Tenant must contact management prior to installation of clothesline so management can direct where clothesline should be placed.
- m. Tenant agrees not to use any plastic around windows, doors or skirting of the mobile home.
- n. Tenant shall be responsible for the daily maintenance of the lot, which includes but is not limited to mowing grass, ice and snow removal in a manner that is safe and aesthetically pleasing to the management. Snow must be kept on tenant's lot – not shoveled into the road.

- o. All holiday decorations **must be removed within two weeks** after the date of the holiday (i.e. outside Christmas lights and decorations, Halloween pumpkin leaf bags, etc.). This includes all decorations with the exception of a wreath, which may be left out until February 1.
- p. Tenant may not excessively decorate (in management's opinion) his/her lot with ornaments, flower beds, flags, rocks, etc. Prior to any decorating of lot, tenant must gain management approval for each item placed on said lot.
- q. Tenant may only use actual curtains and blinds for window treatments. NO blankets, sheets, etc., are to be used as window coverings.

VIII. UNACCEPTABLE MOBILE HOMES

The following categories of mobile homes listed below are not allowed entry into the Court. In addition, any mobile home currently existing in the Court exhibiting any of the unacceptable qualities listed below shall be grounds for eviction from the Court.

- a. Any mobile home with a flat roof or metal siding except metal or vinyl siding of a type resembling clapboards or other residential exterior.
- b. Any mobile home which, in the opinion of the Management, has been subjected to exterior damage or alteration or other changes in its exterior condition which render is visually or aesthetically incompatible with the general appearance of other mobile homes in the Court, including but not limited to the following kinds of damage, alterations or changes in conditions:
 - (1) Obvious damage to the exterior of the mobile home including holes, dents, etc.
 - (2) Painting or resurfacing the exterior of the mobile home with colors or materials which, in the opinion of management, gives the mobile home a gaudy appearance which is performed in an unworkmanlike manner or which otherwise render the mobile home obviously incompatible with other mobile homes in the Court.
 - (3) Additions or extensions to the mobile home to the mobile home such as rooms, porches, decks, sheds, etc., which are not in conformance with Court rules or applicable local building codes and which are performed in an unworkmanlike manner or which are left in an unfinished condition.
- c. Any mobile home that has siding or skirting around the mobile home or doorsteps that are not painted or in good condition or which has any rotten wood.

IX. MISCELLANEOUS

- a. No commercial enterprises or solicitors are allowed in the Court.

- b. No noise that is obnoxious or disturbing to the other tenants will be permitted.
- c. No skate boards, roller blading, roller skating, scooters, or playing in the streets of the Court are permitted at any time (this includes tenants, children, and/or visitors).
- d. All children are to be accompanied by an adult tenant at all times.
- e. Tenant shall use the lot for dwelling purposes only and in such a manner as not to disturb others in the neighborhood.
- f. No outside friends, family members, etc., of tenant may bring in laundry to be washed in the Court.**
- g. No fire pits or outside burning is permitted in the Court.
- h. Tenant and their guests shall not engage in any form of criminal/illegal activity (including drug related activity, such as illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance).

X. REQUIRED PERMITS

- a. Tenant must obtain and submit to management all necessary federal, state and local permits prior to a mobile home being placed in the park.
- b. The Town of Holden requires a building permit for the construction of all utility buildings and decks.

XI. TERMS OF RENTAL AGREEMENT – REASONS FOR EVICTION

A tenancy may be terminated by a park owner or operator only for one or more of the following reasons:

- a. Nonpayment of rent, utility charges or reasonable incidental service charges, except that no action for possession may be maintained if, prior to the expiration of a notice to quit, the tenant pays or tenders all arrearages due by 5% of the outstanding rent or a maximum of \$5.00 as liquidated damages.
- b. Failure of the tenant or the tenant's cohabitees, guests or invitees to comply with local ordinances or state or federal law, rules and regulations relating to mobile homes or mobile home parks, as long as the tenant first is given written notice of failure to comply with those restrictions and a reasonable opportunity to comply with the restrictions.
- c. Damage by the tenant or the tenant's cohabitees, guests or invitees to the demised property, except for reasonable wear and tear.
- d. Repeated conduct or behavior of the tenant or the tenant's cohabitees, guests or invitees upon the mobile home park premises that disturbs the peace and quiet, health, welfare or safety of other tenants in the mobile home park.
- e. Failure of the tenant or the tenant's cohabitees, guests or invitees to comply with reasonable written rules of the mobile home park as established by the park owner or operator in the rental agreement at the beginning of the tenancy or as subsequently amended, as long as the

tenant first is giving written notice of failure to comply and a reasonable opportunity to comply with those rules;

- f. Condemnation or change of use of the mobile home park, as long as, in the case of change of use, one year's notice is given in writing to the tenant, unless at the beginning of tenancy the tenant is given notice of the scheduled change of use;
- g. Renovation or reconstruction of any portions of the park, if:
 - (1) In the case of a temporary eviction, the park owner or operator:
 - (a) Gives affected tenants 30 days' notice in writing, unless the temporary eviction is necessary to correct conditions posing an immediate threat to one or more tenants' health or safety; and
 - (b) Pays the removal and relocation costs of tenants, except for those tenants who agree otherwise in a signed writing separate from the lease; or
 - (2) In the case of a permanent eviction, other than an eviction due to reconstruction or renovation required by a federal, state or local governmental body, of one or more mobile homes currently located in the park, the park owner or operator:
 - (a) Gives each tenant one year's notice in writing; or
 - (b) To each tenant for whose home the park owner has found a reasonable alternative location acceptable to the tenant, gives 6 months' written notice or pays removal and relocation costs;
- h. Under terms and expressed conditions in the original lease or rental agreement that is entered into by the tenant and landlord; or
- i. Violation by a tenant or the tenant's cohabittees, guests or invitees or paragraph A, B or E, 3 or more times in a 12-month period, notwithstanding the fact that the tenant in each case corrected the violation after being notified of the violation by the park owner or operator. For purposes of termination under this paragraph, the tenant or the tenant's cohabittees, guests or invitees must have engaged in at least 3 separate instances of misconduct.

XII. LIABILITY

- a. The owner and management of Pine Cone Mobile Homes Court shall not be responsible or liable for any accident or injury to any tenant, his/her family or visitor(s) due to the negligence of the tenant or his/her guests and visitors.

XIII. PARKING

- a. Tenant shall park no more than two automobiles in their respective lot.
- b. No camping trailers, boats, large trucks, truck caps, truck campers, etc., shall be parked on the lot. With management's approval and with the understanding that the task at hand will take no longer than four hours,

