

PROPERTY LOCATED AT: **68 Emerald Drive, Holden, ME 04429**

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal _____ Unknown
 Drilled Dug Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): N/A Yes No Unknown
Quantity: Yes No Unknown
Quality: Yes No Unknown

If Yes to any question, please explain in the comment section below or with attachment.

~~WATER TEST: Have you had the water tested? Yes No
If Yes, Date of most recent test: _____ Are test results available? .. Yes No
To your knowledge, have any test results ever been reported as unsatisfactory
or satisfactory with notation? Yes No
If Yes, are test results available? Yes No
What steps were taken to remedy the problem? _____~~

IF PRIVATE: (Strike Section if Not Applicable):

~~INSTALLATION: Location: _____
Installed by: _____
Date of Installation: _____~~

~~USE: Number of persons currently using system: _____
Does system supply water for more than one household? Yes No Unknown~~

Comments: Public water

Source of Section I information: seller + Brewer Water District

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SECTION II – WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private ~~Quasi-Public~~ Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected? Yes No

If Yes, what results: _____

Have you experienced any problems such as line or other malfunctions? Yes No

What steps were taken to remedy the problem? _____

IF PRIVATE (Strike Section if Not Applicable):

Tank: Septic Tank Holding Tank Cesspool Other: _____

Tank Size: 500 Gallon 1000 Gallon Unknown Other: _____

Tank Type: Concrete Metal Unknown Other: _____

Location: _____ OR Unknown

Date installed: _____ Date last pumped: _____ Name of pumping company: _____

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem: n/a

Date of last servicing of tank: n/a Name of company servicing tank: n/a

Leach Field: _____ Yes No Unknown

If Yes, Location: n/a

Date of installation of leach field: n/a Installed by: n/a

Date of last servicing of leach field: n/a Company servicing leach field: n/a

Have you experienced any malfunctions? n/a Yes No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

sewer is private for entire park; is pumped as needed.

Do you have records of the design indicating the # of bedrooms the system was designed for? Yes No

If Yes, are they available? Yes No

Is System located in a Shoreland Zone? Yes No Unknown

Comments: Quasi-public paid by park / private through park.

Source of Section II information: Seller

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SECTION III – HEATING SYSTEM(S)/HEATING SOURCE(S)

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System	<i>Forced Hot Air</i>	<i>Heat Pump</i>		
Age of system(s) or source(s)	<i>unknown</i>	<i>2014</i>		
TYPE(S) of Fuel	<i>K-2</i>	<i>Elect.</i>		
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)	<i>125 gallons</i>	<i>used. bill</i>		
Name of company that services system(s) or source(s)	<i>CM Brown</i>			
Date of most recent service call	<i>Fall 2023</i>			
Malfunctions per system(s) or source(s) within past 2 years	<i>Blower replaced</i>			
Other pertinent information	<i>cleaned springs 2023</i>	<i>cleaned springs 2023</i>		

Are there fuel supply lines? Yes No Unknown

Are any buried? Yes No Unknown

Are all sleeved? Yes No Unknown

Chimney(s): *Not in use insulation* Yes No

~~If Yes, are they lined?~~ Yes No Unknown

~~Is more than one heat source vented through one flue?~~ Yes No Unknown

Had a chimney fire: Yes No Unknown

Has chimney(s) been inspected? Yes No Unknown

~~If Yes, date:~~ *when closed off w/insulation*

~~Date chimney(s) last cleaned:~~ *n/a*

Direct/Power Vent(s): Yes No Unknown

~~Has vent(s) been inspected?~~ Yes No Unknown

~~If Yes, date:~~ _____

Comments: *K-1 for forced hot air. Used mostly heat pump.*

Source of Section III information: *Seller*

SECTION IV – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property? Yes No Unknown

If Yes, are tanks in current use? Yes No Unknown

If no longer in use, how long have they been out of service? _____

If tanks are no longer in use, have tanks been abandoned according to DEP? Yes No Unknown

Are tanks registered with DEP? Yes No Unknown

Age of tank(s): *n/a* Size of tank(s): *n/a*

Location: *None known in park.*

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What materials are, or were, stored in the tank(s)? n/a

Have you experienced any problems such as leakage: Yes No Unknown

Comments: Seller doesn't know of any in tank.

Source of information: Seller

B. ASBESTOS — Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? Yes No Unknown

In the ceilings? Yes No Unknown

In the siding? Yes No Unknown

In the roofing shingles? Yes No Unknown

In flooring tiles? Yes No Unknown

Other: Yes No Unknown

Comments: n/a

Source of information: Seller

C. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: n/a By: n/a

Results: n/a

If applicable, what remedial steps were taken? n/a n/a

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: n/a

Source of information: Seller

D. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: By:

Results:

If applicable, what remedial steps were taken?

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: Public water supply.

Source of information: Seller

E. METHAMPHETAMINE - Current or previously existing: Yes No Unknown

Comments: n/a

Source of information: Seller

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F. LEAD-BASED PAINT/PAINT HAZARDS — (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... Yes No Unknown Unknown (but possible due to age)

If Yes, describe location and basis for determination: _____

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: Yes No

If Yes, describe: _____

Are you aware of any cracking, peeling or flaking paint? Yes No

Comments: n/a

Source of information: Seller

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown

LAND FILL: Yes No Unknown

RADIOACTIVE MATERIAL: Yes No Unknown

Other: n/a

Source of information: Seller

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V — GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? Yes No Unknown

If Yes, explain: Rules + Regs

Source of information: Rules + Regs

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? Yes No Unknown

If No, who is responsible for maintenance? The Park

Road Association Name (if known): Pine Cone Mobile Park Court

55+

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PROPERTY LOCATED AT: 68 Emerald Drive, Holden, ME 04429

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....

Yes No Unknown

If Yes, explain: _____

Is a Forest Management and Harvest Plan available?..... Yes No Unknown

Is house now covered by flood insurance policy (not a determination of flood zone) Yes No Unknown

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: N/A

Year Principal Structure Built: 1998

What year did Seller acquire property? 2020

Roof: Year Shingles/Other Installed: 2015

Water, moisture or leakage: No

Comments: n/a

Foundation/Basement:-

Is there a Sump Pump? Yes No Unknown

Water, moisture or leakage since you owned the property: Yes No Unknown

Prior water, moisture or leakage? Yes No Unknown

Comments: no basement

Mold: Has the property ever been tested for mold? Yes No Unknown

If Yes, are test results available? Yes No

Comments: n/a

Electrical: Fuses Circuit Breaker Other: _____ Unknown

Comments: n/a

Has all or a portion of the property been surveyed? Yes No Unknown

If Yes, is the survey available? Yes No Unknown

Manufactured Housing -- Is the residence a:

Mobile Home Yes No Unknown

Modular Yes No Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure

*See Penquis Inc. information attached. Yes No Unknown

Comments: *Fireplace was closed when Energy Efficiency of Maine made improvements.

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: n/a

Comments: n/a

Source of Section V information: Seller

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SECTION VI – ADDITIONAL INFORMATION

16X80 Liberty Mobile Home Model - Harbortown 1998.
State of ME # MHB 10076 , HUD# NTA 697010
There is a skirt and axle present. NO tie downs were observed.
Hitch attached.
Improvements included in paperwork.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Bruce Demerchant 1-25-24
SELLER DATE SELLER DATE
Bruce Demerchant

SELLER DATE SELLER DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE BUYER DATE

BUYER DATE BUYER DATE

1998 Liberty Mobile Home for Sale \$ 59,000

Harbortown Model

HUD# NTA 697010
Maine Manufactured Housing Board # MHB 10076

Features:

- 2 bedroom
- 2 full baths
- Open concept
- Living room
- Dining room
- Kitchen

Kerosene heat

Heat Pump 2014

Efficiency Maine Insulation 7.18.2023

Stove purchased by Dunnett's 2018

Metal roof 2015

Hot water tank November 2019 Harley Plumbing

Toilets replaced in 2013

Dishwasher

Refrigerator new S.S. 2023

Washer and Dryer

New flooring 2013

Storage Shed 2013

STATE OF MAINE NEW MANUFACTURES HOME WARRANTY

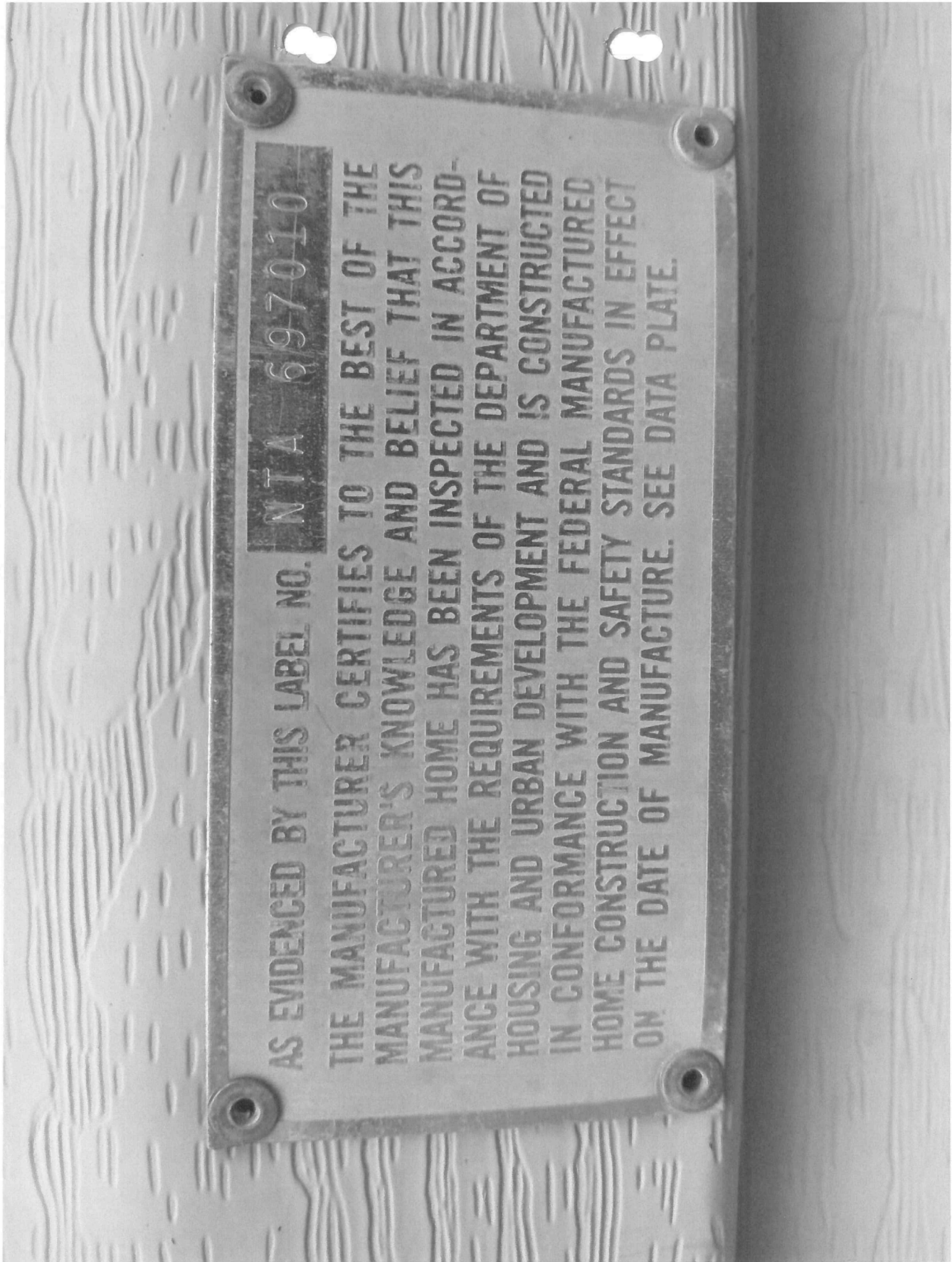


MHB 10076

**This SEAL remains the
property of
THE STATE OF MAINE
MANUFACTURED HOUSING BOARD**

This seal verifies pursuant to State of Maine law (10 M.R.S.A., Section 1404) both the home manufacturer and dealer certify to the best of their knowledge that the new home is free from substantial defects in materials and workmanship. This State of Maine Warranty is in addition to any other express warranty provided by the manufacturer or dealer and other warranty created by state or federal law, including the implied warranties of merchantability and fitness for specific purpose (11 M.R.S.A., Section 2-316(5)). The manufacturer or dealer shall not require the buyer to waive any of the rights provided by this warranty.

The manufacturer and dealer are jointly and severably liable to the purchaser for the fulfillment of the terms of the warranty. The retailer of this home is required to provide you a copy of the State of Maine Manufactured home warranty law. If you have a problem with your home, you should contact your dealer. If the problem is not resolved by the dealer then contact the manufacturer. If for some reason you are still not able to resolve the problem, you can contact the DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION, MANUFACTURED HOUSING BOARD, STATE HOUSE STATION 35, AUGUSTA, MAINE 04333, TELEPHONE (207) 624-8612.





Fact Sheet: Arsenic Treated Wood

Department of Health and
Human Services
11 State House Station
Augusta, ME 04333

Maine CDC
Environmental and
Occupational Health Program
Toll Free in Maine: 866-292-3474
Fax: 207-287-3981
TTY: 207-287-8066
Email: ehu@maine.gov

IF YOU WORK WITH CCA WOOD

- **NEVER** burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

TO LEARN MORE

Eric Frohberg
Environmental and
Occupational Health
Program
Maine CDC
Toll-free in Maine 866-
292-3474
TTY: 207-287-8066
[www.maine.gov/dhhs/
eohp](http://www.maine.gov/dhhs/eohp)

Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then putting their hands in their mouths is the biggest concern.

First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

Third: If you have any questions, call us toll-free in Maine: 866-292-3474

Common Questions

What is CCA wood?

BD

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.

Have you tested your well water for arsenic?



Your water looks, smells and tastes fine. So why do you need to test it?

It is hard to believe that water that looks, smells and tastes fine may not be safe to drink. But the truth is that 1 in 10 wells in Maine has water that is high in arsenic. There are wells high in arsenic in all parts of Maine.

Protect your family. Test your well for arsenic every 3 to 5 years.

How to Test Your Well Water

1. Call a lab.

- Call a certified lab and ask for an arsenic test kit for your well water. You can find a lab at this website: wellwater.maine.gov. Or call the Maine Lab Certification Officer at 207-287-1929.
- If you have never tested your well water for bacteria, nitrites and nitrates, or other chemicals like radon, uranium and fluoride, ask your lab for a test kit for all of these.

2. Do the test.

- Your test kit will arrive in the mail. It will have empty bottles, directions and forms to fill out.
- Follow the directions and mail the bottles back to the lab with the forms.

3. Get your results.

- Your test results will come to you in the mail.
- If you have too much arsenic in your water, or if you are not sure you understand your test results, call 866-292-3474 (toll-free in Maine) or 207-287-4311 to speak to an expert.

BD

Why Arsenic is Bad

People who drink water with too much arsenic for many years are more likely to get cancer. Arsenic can cause skin, bladder and lung cancers.

It may cause low birthweight and affect brain development in babies if pregnant women drink water with too much arsenic in it. Arsenic can also affect brain development in young children. Other problems from drinking water with very high arsenic levels include: stomach pain, nausea, diarrhea, numbness or tingling in the hands and feet and changes in skin.

Your chance of having any of these health problems depends on:

- how much arsenic is in your water;
- how much water you drink;
- how long you have been drinking the water.

Solving Arsenic Problems

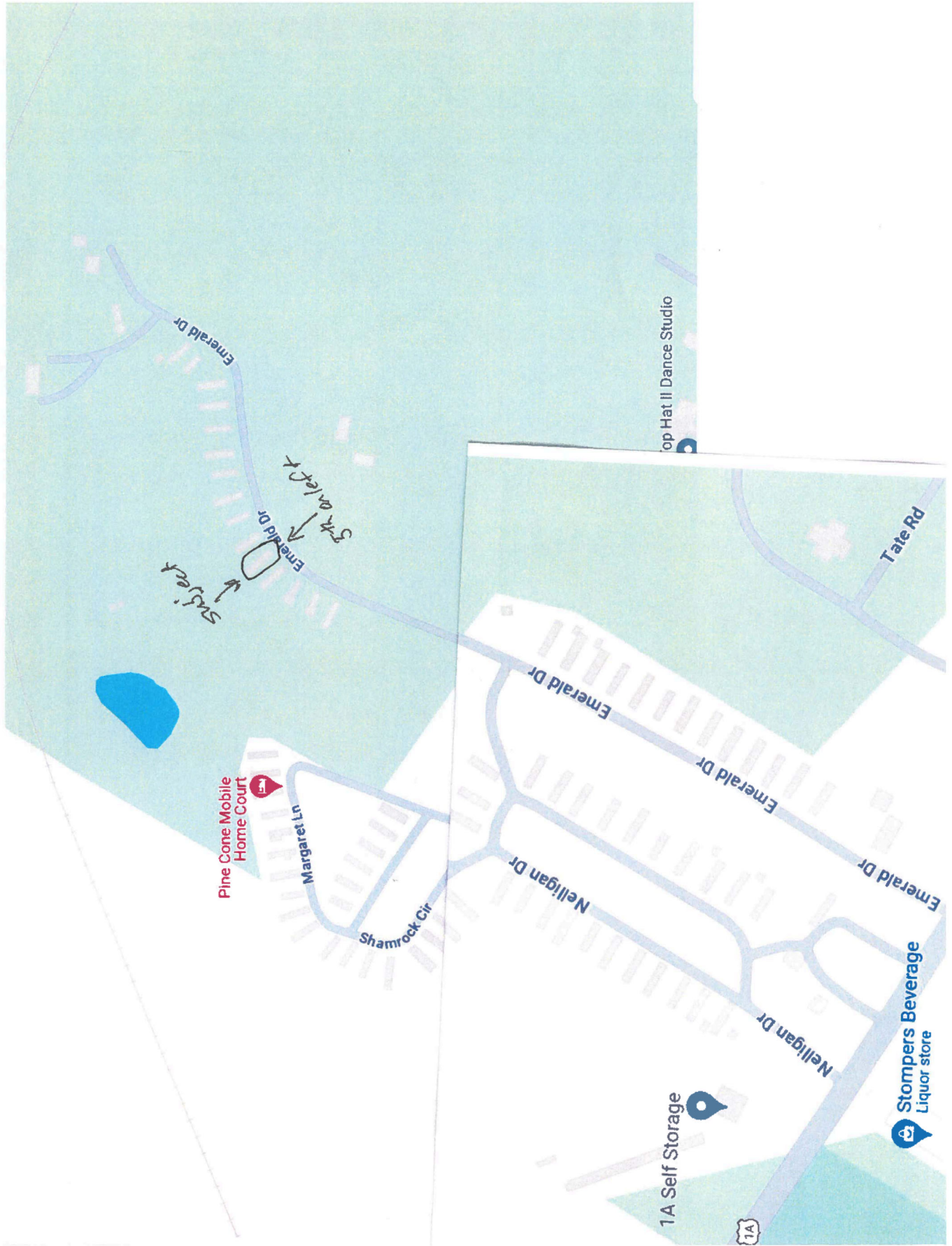
There are actions you can take to protect your family if your water has too much arsenic. First, you can switch to bottled water for drinking and making drinks. This will allow you time to decide if you want to install a water treatment system.

Call us at 866-292-3474 (toll-free in Maine) or 207-287-4311 if you have high arsenic. We can help you decide how to solve the problem.

Protect your family. Test your well.

- For more information: wellwater.maine.gov
- Call for advice: **866-292-3474** • TTY: **Call Maine Relay 711**





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

January 1, 2024

Welcome to Pine Cone Mobiles Homes Court. 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 Five Hundred Dollars (\$510.00) 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 Twenty Dollar and Forty cents (\$20.40) late charge (4% of rent).**
- f. Checks which have been returned due to insufficient funds shall cause tenant to be liable for a Forty Dollar (\$40.00) 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 One Thousand Twenty Dollars (\$1,020.00) 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.

If 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 \$8.00 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 except for 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, minibikes, 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 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 always keep his/her lot neat and sanitary. 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 except for 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 skateboards, 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 must be always accompanied by an adult tenant.
- 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 cohabitants, guests or invitees to comply with local ordinances or state or federal law, rules and regulations relating to mobile homes or mobile home parks, if 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 cohabitants, 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 cohabitants, 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 cohabitants, 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, tenant will be allowed to temporarily park a camper/camper trailer in tenant's yard for the purposes of loading/unloading and maintenance.

- c. If tenant wishes to store additional vehicles, boats, camping trailers, truck caps, snowmobile(s) with trailer, etc., Pine Cone Mobile Homes Court will try to find storage space for said item with a fee paid by tenant of \$25.00 per month, per item being stored. Tenant will store any extra vehicles, etc., at their own risk. The owner and management of Pine Cone Mobile Homes Court shall not be held responsible or liable for any theft, accidental damage, act of God, etc., that may happen to any item while being stored on Park property.

XIV. SEVERABILITY

If any provision of these rules and regulations shall be held to be invalid, the remainder shall not be affected.

XV. ADDRESSES

Any written communication relating to tenancy at the Pine Cone Mobiles Homes Court shall be sent to the tenant at _____, Holden, Maine 04429 or the landlord at 90 Emerald Road, Holden, Maine 04429.

I have read and understood the above rules and regulations. I agree to obey them and further agree that any violation thereof shall be reason for my eviction.

I acknowledge that I have received a copy of these rules and regulations.

DATED: _____, 2024

Witness

Tenant

Lot # _____ Date of Birth _____

Witness

Tenant

Lot # _____ Date of Birth _____

Year _____

Make _____

Model _____

Dimensions _____

Serial # _____