Blackberry Hill Village

A 55+ Community

Berwick, Maine

Rules and Regulations

Revised October 1, 2025

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A. RIGHTS AND RESPONSIBILITIES

1. **Definitions.**
   a. "Community" or "Park" refers to Blackberry Hill Village
   b. "Tenant" means a manufactured home owner who rents a parcel of land in Blackberry Hill Village and has received approval from the Community to occupy the lot.
   c. "Resident" means a person registered as living within the community; the homeowner along with his/her spouse or other authorized individuals residing in the tenant's home.
   d. "Management" refers to Blackberry Hill Village, owned by Black Dog Realty LLC, as well as Park Owner and/or their management team, Winsor Brook Property Advisors.
   e. All references to "Rules" shall mean these Park Rules and Regulations.

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

3. **Management Rights.** Management shall retain all rights outlined in the Maine Mobile Home Park Law (10 MRSA Chapter 953) and those established in these Rules, along with any other rights necessary to fulfill Management's responsibilities and enforce community standards. Management reserves the right to inspect any lot, the exterior of any home and the crawl space for utility concerns or purposes at reasonable hours, with reasonable notice provided except in cases of emergency. Management also reserves the right to access common areas and individual lots as necessary for maintenance, safety, or compliance with community standards.

4. **Services Provided by Park Owner.**

   a. Roads will be plowed by Park Owner as deemed necessary based on weather conditions.
   b. Maintenance of roads and underground utilities up to the point of connection to home as defined in Section J - Utilities.
   c. Driveways will be plowed or cleared by snow blowers, at the completion of the storm after the roads have been cleared. Tenants are responsible for moving vehicles when snowblower/plow arrives onsite. Driveways obstructed will not be cleared of snow.
   d. Spring and fall cleanup involved removing leaves and debris from all sodded lawns using mechanical means and pruning dead branches of trees. Tenants are responsible for maintaining/weeding foundation plantings, their designated tree, and the stone line drip edge around their home.
   e. Mowing lawns and fertilization as deemed necessary (as determined by park owner). Excessively deep lots and open areas may be mowed less frequently. Detention basins are only to be trimmed once or twice a year to keep down woody stems.
   f. Managing the irrigation system and timing as well as arranging for spring turn on and fall draining.
   g. Weekly curbside pick-up of ordinary residential household trash.
   h. Replace lamp post "dusk to dawn" light bulbs when necessary to maintain consistency.

5. **Communication with Management.** The online portal shall be used by residents when items within the Rules and Regulations refer to contacting, notifying, requesting, or seeking approval from Management. This portal will enhance the communication between residents and management by easily tracking requests and notifications.

6. **Use of Amenities:** Amenities are for the exclusive use of residents and any guest should be accompanied at all times.

    a. The Clubhouse has a separate set of rules and regulations that apply to its use and will be acknowledged by each resident.

    b. Pickleball courts are eligible to be used by residents on a first come first serve basis at their own risk. Guests should be accompanied by the resident at all times. Courts to be used exclusively for pickleball; no scooters, bicycles, rollerblades, animals, glass beverage containers or other activities shall be allowed on courts. Benches should not be placed on court as they can damage the court and nets should not be touched. Players should follow generally accepted pickleball etiquette.

7. **Liability and Indemnity.** Neither Management nor the Park owner or its agents is responsible for fire, theft, or damage in any manner to any home, vehicle, or other property of any resident or visitor of the Park, nor for any injuries to, or death of, any persons, it being fully understood that each tenant uses and occupies all Park property at his or her own risk; provided, however, that this provision shall not be interpreted or construed so as to absolve the Park owner or Management from liability for their own negligence or that of their agents.

    Each resident shall indemnify, defend (with counsel acceptable to Park Owner) and hold harmless the Park owner and its agents from and against all claims, debts, actions, accounts due, sums of money, loss, cost, expense, covenants, contracts, controversies, damages, liabilities, executions, reckonings, bonds, specialties, indemnities, agreements, acts, omissions, demands, suits, judgments, rights and causes of action of whatever kind or nature, caused in whole or in part by, arising out of, or attributable to any matter for which the tenant is responsible under these Rules, including specifically in the foregoing, but not by way of limitation, all damage to property and injury or death of persons caused by the tenant or the tenant's children, family members, visitors, guests, invitees and other cohabitees.

8. **Insurance Coverage.** The Park carries standard property insurance. The Park's insurance policy does not cover loss or damage to the property of the Park's residents, or injury or death to any persons, in situations where the damage results from a resident's own negligence, failure to adhere to the Rules and Regulations, or any condition that is within the control of the resident. All residents must carry homeowner's insurance with personal liability. Upon request, residents must provide a copy of the declarations page.

B. PARK RULES & ENFORCEMENT.

1. **In General.** These Rules were developed to promote the health, safety and welfare of all tenants, their household members, guests, and invitees. Your cooperation in observing these Rules will help to assure all residents equal enjoyment of their homes and the entire community. Management endeavors to enforce these Rules in a fair and consistent way. Any failure of a tenant to observe and comply with any of these Rules will be considered unacceptable behavior, and a serious violation of the conditions of tenancy, which may subject the tenant to eviction from the Park. Tenant understands that any area of the park may be under video surveillance at any time.

2. **Management Intentions.** In the process of developing these Rules and Regulations for the general population of residents, we recognize there will be certain items that are not addressed. However, if brought to the attention of Management, we will rule on them keeping in mind the overall safety of residents and what is considered in good taste for a normal person in the sole opinion of management.

3. **Waivers**. When special circumstances require, Management shall have the right to waive any of these Rules with respect to any one or more residents, to prevent injustice or to take due account of any special considerations. Waivers must be in writing to be effective and signed by a representative of the Park Owner. Any waiver of one requirement shall not be deemed a waiver of any other requirement or Rule, nor shall a waiver for the benefit of any resident be deemed a waiver for the benefit of any other resident or individual.

4. **Violations and Fines.** Any tenant who has committed, or is responsible for, any violation of these Rules will receive at least one written violation notice, which will be served by Management. Any continuing violation of a provision of these Rules must be corrected within the time specified in the notice. The tenant will be fined for Rules violations in accordance with the fines listed on the Park Rate Schedule. All fines are due and payable with the monthly rent on the first day of the month after the charge was made.

5. **Termination of Tenancy.** Termination of tenancy will be conducted in accordance with Maine Mobile Home Park Law, specifically 10 MRSA §9097, which requires “just cause” for eviction. Grounds for eviction include:
   a. Nonpayment of rent or other amounts when due, including non payment of utility or municipality
   b. Failure to correct in a timely fashion any continuing violation of these Rules after notice
   c. Receipt of any three (3) violation or nonpayment notices in any 12 month period, even if timely corrected
   d. Repeated conduct that disturbs the peace or quiet or safety of other

   Management will issue a written 30-day notice for any eviction, consistent with Maine’s requirements under 10 MRSA §9097(2). If the violation or default is not remedied within the notice period, Management may initiate legal proceedings to recover possession of the lot.

Management prefers to avoid evictions whenever reasonably possible. However, Management also intends to maintain the Park as a safe, attractive and healthy environment for all tenants, and will evict tenants when necessary. All tenants must pay their rent and other charges on time, and to observe all Park Rules, and are responsible for household members, guests, visitors, invitees, etc.

Tenants are subject to eviction not only for their own actions and behavior, but also for the actions and behavior of others for whom they are responsible under these Rules and/or state law. See 10 MRSA §9097(1)(A). Failure to pay all charges due within the 30 day period in the eviction notice shall result in termination of tenancy, and legal action to evict may be initiated in court. Those proceedings are governed by 14 M.R.S. Section 6002 et seq. and not by these rules.

C. ENTRANCE INTO THE PARK.

1. **Tenancy Application and Prior Approval for Admission.** All prospective tenants and household members are required to complete an Application, pay the application fee, and the tenant and his or her household member(s) must meet selection criteria, which may include, but are not limited to, a credit report, criminal background check, a brief interview, verification of employment and reference checks with former landlords and others, all of which must be satisfactory to Management, in its sole discretion. Management will be responsible to review and act on tenancy applications and may approve or deny any application. Tenancy applications must be approved by Management before any tenant or household member moves into the Park and Management reserves the right to approve or refuse tenancy.This is an age-restricted community under the federal Housing for Older Persons Act (HOPA). At least one occupant of each household must be 55 or older. No person under 40 may be a permanent resident unless extenuating circumstances warrant park approval. Management maintains HOPA-compliant policies and age-verification records

2. **Approval; Conditions of Assuming Tenancy**. When Management approves a tenancy application, the tenant will be provided with a copy of these Rules, the Community Fee Schedule, and the Maine Mobile Home Park Law (10 M.R.S.A. §9091 et seq., also called Chapter 953 of Title 10). As conditions of beginning tenancy in the Park, the tenant must:
   a. Sign a receipt acknowledging that the tenant has received a copy of these Rules and of the Maine Mobile Home Park Law, and agreeing to comply with all current rules and regulations, as they may subsequently be amended, and
   b. Each tenant must notify Management within 15 days of any change in contact information .
   c. Park Entrance Fee and First month's lot rent must be paid prior to move in date.

3. **Subletting Prohibited.** Tenants may not sublease, sublet, or otherwise allow occupancy of their lot or home by non-registered persons. Any new occupant must complete a tenancy application, meet the park's approval requirements, and purchase the home under full compliance with these Rules. The boarding of individuals or renting of rooms is strictly prohibited. Unauthorized occupants must vacate within 72 hours of Management's notice, or the tenant will be subject to eviction proceedings.

D. RENT AND OTHER CHARGES; PAYMENT.

1. **Rent.** The monthly lot rent and late fees are specified on the Community Fee Schedule, subject to change with a minimum of 90 days' notice as required by 10 M.R.S. §9091-§9097. Rent is due on the first day of each month and must be paid through the Management portal. Late payments beyond the fifteenth of the month will incur a 4% late fee as permitted by Maine Law, applied as additional rent and payable immediately. Tenants may not withhold or deduct any amounts from rent payments for perceived debts or disputes with the Park Owner. All rent and other charges must be paid in lawful U.S. currency. Payments in cryptocurrency or other non-U.S. currencies will not be accepted.

2. **Other Charges.** Tenants are responsible for all other charges as shown on the Community Fee Schedule attached to these Rules and Regulations as well as for any work performed at their request that is over and above community obligations and that they acknowledge and approve. All payments other than lot rent and late charges, such as fines and fees from the Community Fee Schedule, and reimbursement of damage caused by the tenant, or caused by his or her household members, guests, visitors, or invitees, shall be deemed to be additional rent and are due and payable on the first day of the month after the charge was made.

   In addition, tenants are responsible for the following charges:

   a. **Legal Fees** –Legal Fees. The Park may seek recovery of attorney's fees and court costs only as permitted by Maine law or by court order. No attorney's fees will be charged to a tenant unless awarded by a court or expressly authorized by statute, including, where applicable, fees allowed in connection with the release of an abandoned manufactured home after eviction under 10 M.R.S. § 9097. All other fees and charges must be fully disclosed in writing prior to occupancy as required by 10 M.R.S. § 9093.

3. **Non-Compliance with Rules.** Fees for non-compliance of rules may be assessed through hourly rate for work performed, materials or other costs involved in remediation of violation, fines, and reasonable attorney fees of Management. All charges set forth in Fee Schedule, shall be deemed rent due and payable.

4. **Insufficient Funds.** Payments for lot rent or other fees returned for insufficient funds (NSF) or otherwise will result in a service charge to the tenant, in the amount set forth on the Community Fee Schedule.

5. **Failure to Pay**. If rent or any other charges due are not received by the fifteenth day (15^{th}) of the month, the tenant is subject to a late fee equal to 4% of the current month's past due, and to receiving a 30-Day Notice of Eviction. Tenants experiencing, or anticipating, financial difficulties that may lead to late fees are strongly encouraged to contact Management.

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

E. OCCUPANCY.

1. **Owner Occupancy**; Number of Occupants. All homes must be owner occupied. As an age restricted park, residents seek peace and tranquility, and it is management's duty to promote that. Therefore, the number of residents will be limited to four unless extenuating circumstances arise. Any individuals not previously approved by written notice from management will be considered visitors.

2. **Additional Occupants: Restrictions on Visitors and Occupants**
Each home is limited to four permanent occupants, and any person not registered with management is considered a visitor. Visitors may stay up to fourteen (14) consecutive days or a total of sixty (60) days within a twelve-month period without additional registration. Any visitors exceeding these limits must be registered as additional occupants, subject to approval. Management reserves the right to deny entry to visitors who have previously violated community rules or have been subject to a No Trespass order. All visitors must comply with all of these Rules as they relate to behavior and activities in the Park. Tenants are responsible for any damage within the Park caused by or contributed to, and for behavior and actions of, their household members, guests, invitees, visitors and pets. Tenant may be subject to eviction based on the actions of his or her household members, guests, invitees, and visitors.

3. **Death of a Tenant.** In the case where a tenant dies, if there is a co-tenant the co-tenant will automatically become the tenant for the lot. If there is no co-tenant, the estate of the deceased tenant is the tenant. It is the responsibility of the estate to remove any resident(s) who have no ownership of the home. In either case, any pre-existing defaults by the tenant will continue as though there had been no change in tenancy. Any transfer of the home to the heirs of the deceased tenant, or to anyone else, is subject to all the restrictions and requirements of these Rules, including but not limited to all of the provisions of Section C Entrance Into the Park. If the rent is not paid following the death of a tenant, or in the event of any other violations of these Rules, the estate or co-tenant is subject to eviction in the same way as the original tenant.

4. **Emergency Inspection of Premises.** Management may enter a tenant's lot or home in case of an imminent safety issue with prior notice, or without notice if the tenant cannot be reached, to address any conditions that pose a risk to the community. Tenants will be billed for any repairs or services required due to negligence or non-compliance with these Rules. Management is not responsible for safeguarding tenant property, except as required to address immediate safety issues.

5. **Extended Absence from Community.** Residents who are going to be absent from the Community for more than thirty (30) days shall notify Management as to what arrangements have been made for the necessary home / lot care as well as any security arrangements. Management reserves the right to do any necessary work to protect community infrastructure and integrity of home.

6. **Home Abandonment.** If a tenant is deemed to have abandoned the home or lot (i.e. the tenant has vacated without notice and has not returned within 30 days or per other evidence determined by management), Management reserves the right to secure the premises, remove or store any remaining personal property at the tenant's or estate's expense, and begin legal processes as per 10 MRSA §9097.. Any costs associated with securing the property or storing items will be considered additional rent and charged to the tenant or tenant's estate.

F. CONDUCT OF RESIDENTS.

1. **Prohibitions.**
   a. The following are prohibited at all times in the Park
      1. Loud parties, loud music, shouting, fighting, disorderly behavior
      2. Fireworks
      3. Peeping, peering or listening into others' homes in person or through any type of electronic device or camera
      4. Swimming pools, including "kiddie pools"
      5. Trampolines
      6. Tents or inflatable yard products
      7. Oil Tanks
      8. Tarps – not to be confused with deck canopies professionally designed/installed
      9. Satellite dishes/antennas
      10. Ground mounted or pylon solar panels
      11. Windmills
      12. Feeding of stray animals
      13. Yard sales
      14. Use of rock salt (sodium chloride) on asphalt or concrete is prohibited when safer alternatives (e.g., potassium or calcium chloride blends) are available.
      15. Peddling or soliciting
      16. Storage of any material or substance that may pose a fire hazard or likely to attract insects, rodents or feral creatures, such as a compost pile or container

2. **Firearms.** Absolutely no firearms may be fired or discharged in the Park, in any circumstances whatsoever. All firearms must be unloaded at all times when present in the Park. Firearms may not be carried in the Park except directly to and from one's motor vehicle.

3. **Home Occupations.** Home-based businesses are restricted to virtual occupations, or consulting-based work that does not require visitor traffic. No businesses involving in-person services (e.g., hairstyling, fitness training, medical consulting) are permitted. Any business operation that results in regular visitor traffic to the community will be deemed a violation.

4. **Assault, or the Threat of Assault**, on Park Management or Park employees, and damage or threat of damage to any Park property, are prohibited and will result in Notice of Termination.

5. **Quiet Hours.** Quiet hours are observed from 10:00 p.m. to 7:00 a.m., during which time all activities and noises audible outside of homes must be kept to a minimum. Exceptions apply for approved construction activity of the park and roads, which may begin as early as 6:00 a.m. during summer months. Any tenant disturbances outside of quiet hours that unreasonably affect neighbors' comfort or enjoyment may result in violation notices and fines.

6. **Dealing with Neighbors.** If any problems arise with neighbors, tenants are encouraged to speak to each other about them, and to try to resolve any such problems in a mutually agreeable way. If this does not resolve the problem, please contact Management through the tenant portal. Nosy, meddlesome, or self-inviting neighbors would be given a violation if Management receives complaints from two or more homeowners. In the event of afterhours disturbances which tenants cannot

resolve, or in case of an emergency, tenants are requested to contact the police department for corrective action and advise Management in writing through the portal of the incident and the circumstances surrounding the complaint on the next working day so that Management can follow up and help correct the problem.

7. **Community Infrastructure.** Areas such as stormwater detention basins and drainage swales are specifically engineered for retention and management of water during major storm events and in no way should be altered or utilized for sledding or other activities that may impact their design. Please take notice that some of these steep slopes and retention ponds are only supposed to be mowed once or twice a season.

8. **Areas under Construction/Vacant Lots or Houses.** Areas that are under construction, empty lots and houses may only be entered by authorized personnel and tradesmen per insurance regulations. They are off limits to all others.

9. **Trash**. Shall be put out on eve or morning of trash pickup and barrels and remaining items not picked up shall be removed prior to the end of day and placed out of sight.

10. **Exterior Washing** of homes or vehicles shall be performed using only biodegradable products to protect the landscaping.

11. **Sex Offender**s. For the protection and safety of our residents, no person who has been convicted of a sex offense that requires registration under Maine law shall be approved for tenancy, occupancy, or residency within Blackberry Hill Village. Applicants are required to disclose whether they, or any household member, are subject to the Maine Sex Offender Registration and Notification Act. Management reserves the right to verify such information through publicly available registries and other lawful means.Failure to disclose a qualifying conviction or registration requirement shall be considered a material violation of Park rules and may result in denial of tenancy, termination of tenancy, or eviction, in accordance with Maine law.

G. PETS AND OTHER ANIMALS.

1. **Allowable Pets.** Two household / domesticated pets are allowed per household (dogs, cats) and must receive consent from Management. Residents must comply with any Town ordinance requiring licensing of pets. Tenants will be required to sign a pet addendum. Approval of any dog or cat may be contingent on completion of a pet application before acquiring the pet, presentation of proof that the animal is properly licensed pursuant to municipal requirements, and submission of a certificate from a licensed veterinarian stating that the animal is in good health.

2. **Indoor Pets.** Fish, birds and domesticated constantly caged small (under 4 pounds) indoor animals, not including any venomous or otherwise dangerous animals, are permitted without registering with Management

3. **Consent of Management.** No pets are permitted without the prior consent of management. Tenants are responsible for all actions of pets and are financially liable for all damage caused to property of the community, or that of any other tenant, and for any personal injuries, including death caused by their pets. Pets are not permitted to disturb the rights, comfort, safety, or convenience of the other

residents or their visitors. Undue noise, aggressive behavior toward people or other pets, digging or other unruly behavior, or other violation of these rules by any pet may be cause for removal of the animal from the community and damage may be assessed to the tenant. Any tenant who has an animal in violation of these Rules will receive written notice of the violation. Nothing in this section limits rights to reasonable accommodations for assistance animals under applicable fair-housing laws

4. **Excluded Animals.** No wild or exotic animals, reptiles, farm animals, beehives, homing pigeons, or venomous or otherwise dangerous animals are permitted to be kept in the community whether it is a pet or otherwise.

5. **Breeds considered Vicious.** Breeds considered vicious by Blackberry Hill Village's insurance company will be required to show insurance for their actions on the homeowner's policy.

6. **Owner Control.** Dogs and Cats are required to be always under the control of their owners. Animals shall not be tied, caged, or left unattended while outside at any time.

7. **Barking/Howling.** Sustained barking or howling by a dog that is audible outside the home for more than five (5) minutes at any time day or night is unacceptable dog behavior and could result in violation.

8. **Waste.** Waste/excrement shall be picked up and properly disposed of immediately. Dog urination creates lawn damage as a yellow burn patch or dark green ring and is prohibited on sodded areas. Dog walking should include a natural area (non sodded) for the dog to urinate. The only solution to dog spotting is to train the dog to use a non turf area in the landscape such as over gravel or mulch. Re-sodding lawns can be expensive, costing thousands of dollars. Each incident can be a separate violation.

9. **Nuisance.** Any pet with repeated behavioral complaints that disturb the comfort of other residents, or with three documented violations within a six-month period, will be subject to removal from the community. Tenants are responsible for addressing complaints promptly to avoid escalation.

10. **Pets belonging to Guests/Visitors.** Tenants are responsible for pets belonging to guests and are subject to the same rules.

H. CONDITION OF HOMES IN THE PARK.

1. **Care of Tenants' Property.** All homes shall be kept neat and attractive, without any visible accumulations of junk or trash, and without any substantial deferred maintenance. All tenants and other residents are responsible for their own property. Management assumes and shall have no responsibility for lost, stolen or damaged property of any tenant, resident, guest, or invitee. Any damage caused to any property or equipment in the Park by any tenant or any tenant's household members, guests, invitees or visitors, will be the financial responsibility of the tenant to correct, regardless whether such damage was caused negligently, intentionally, inadvertently, or otherwise. The damages shall be measured by the restoration or replacement cost to correct the same, in Management's discretion. These damages shall be deemed to be additional rent and shall be due and payable ten (10) days after Management has provided a written demand for payment.

2. **Home Criteria.** Each lot must contain a HUD code manufactured home at least 24' wide with a 5/12 pitch roof, deck or patio and attached garage. The home shall be placed on a concrete pad with vented concrete frost walls. Home will be connected to a propane tank supplied by the vendor. No additions, ancillary structures or fencing are permitted without park approval and a building permit.

3. **Allowable Improvements.** Allowable improvements to the exterior of any home or lot such as steps, decks, patios, lighting, generators, flagpoles, clotheslines, or change of color to the exterior of home to be made by the tenant must first receive written approval from Management as well as meet all applicable building codes.

   Home Improvements. Any improvements must be harmonious with existing home in style and general appearance utilizing materials designed to have and retain an attractive appearance and be of quality construction. Any projects must be completed in a timely manner; not to exceed 30 days. Any delays must be communicated to Management.

4. **Lot Definition.** Lot is considered the space halfway between your home and the abutting home and/or between the home and any natural boundary such as a wetland area, undisturbed woods, or any man made boundary such as park property lines, berms, detention ponds, designated common areas, walls or fences erected by Management, or areas or boundaries otherwise designated by the Management.

5. **Home Maintenance.** All homes and lots must be kept in clean and good repair, with particular attention to mold, mildew, and structural integrity. Tenants are responsible for addressing maintenance issues within fourteen (14) days of receiving a written notice from Management. If repairs are not completed within this timeframe, Management reserves the right to perform the necessary work at the tenants expense. Costs incurred will be billed as additional rent.

6. **Crawl Space.** The crawl space is for utility connections only and is not to be used for storage of any kind. Management reserves the right to access this area to turn on the irrigation system in the spring and to shut it down before winter. Technicians must have unimpeded access to the entire crawl space to perform these services. Any costs or fees charged by the vendor as a result of obstructed access will be the responsibility of the resident and may be billed directly to them.

7. **Compliance of Home Regulations.** All components of homes must remain operational and compliant with all applicable federal, state, and local building codes, including but not limited to exterior siding, roof, windows and doors, steps, handrails, plumbing, heating, and electrical systems, heat tape, anchoring systems, or electronically wired smoke/ carbon monoxide detectors.

8. **911 Compliance.** The street number shall be 3" high and prominently displayed on the lantern post for 911 emergency response.

9. **Infestations.** The ridding and/or removal of the infestation of pests; including, but not limited to: insects, rodents, skunks, raccoons, or possums, is the responsibility of the tenant.

10. **Invisible Dog Fences.** Allowed with management approval.

11. **Bird Feeders** Permitted only where seed doesn't fall on lawns or community plantings; may be removed during bear season or if they attract pests

12. **Fire Pits** may be allowed with management approval and/or Fire Department approval. Storage of firewood is limited to inside the garage.

13. **Hot Tubs** may be permitted with prior approval of management with measures taken to secure hot tubs from unauthorized use.

14. **U.S./Military Flag** may be flown from a flagpole no higher than 20' if the flagpole does not obstruct the sightline at intersections. Flag etiquette should be followed. Other flags, such as holiday flags or personal heritage flags may be flown for specific occasions for duration not to exceed 10 (ten) days.

I. CARE OF GROUNDS.

1. **Irrigation**: Landscaping is an essential component of this community and contributes greatly to the value of your home. Therefore, it is imperative that the lawn and shrubs receive the benefit of irrigation during the growing season. The irrigation system has been professionally installed and operation of the system is the responsibility of community management. There may be instances where the irrigation sprinkler of one home partly covers the irrigation of another home as it is near impossible to separate. Controls shall not be tampered with. Any tenant-imposed damage to lines or function shall be the financial responsibility of the tenant. It is the tenant's responsibility to pay for water to supply the irrigation lines.

2. **Wooded areas:** Cutting down trees is prohibited as there is a 50' no cut zone around the property and setbacks in other areas. Tenants may not cut any tree without written permission.

3. **Tenant Installed Landscaping:** Prior to planting flower or vegetable beds, trees or shrubbery, residents must first receive written approval from management and possibly Dig Safe to protect the underground utilities and irrigation lines. Homes and lots have been designed for the convenience of the resident population with minimum maintenance in mind. Tenants may not remove or substantially change the appearance of Community installed landscaping. Any approved tenant plantings are the complete responsibility of the tenant and shall not interfere with the mowing, irrigation, and maintenance of the lot. Due to terrain or stormwater management issues, some lots may prevent any alteration of the landscaping whatsoever.

4. **Window Dressings**. Any window dressings visible from the street must be tasteful in the sole opinion of management.

5. **Signage.** Limited to one For Sale sign of 2' x 3' attached to porch railing or porch post using zip ties or within the window of the home.

6. **Lawn Ornamentation.** Lawn ornamentation must be of good taste and placed in a location that does not impede mowing, irrigation and maintenance and be tasteful in the sole opinion of Management. Holiday ornamentation must be removed within thirty (30) days of the holiday.

7. **Clotheslines.** Retractable or umbrella style clothes lines may be placed in back/side yards whichever has least visibility from the street. Prior written permission of Management is required, and the location specified by Management must be complied with.

8. **Lamp Post Lighting.** The dusk to dawn bulb must remain in working order. Contact management if the bulb needs replacing.

9. **Lawns.**
   a. Tenants shall not dig on any lot or other Park property, including any digging of ditches, without prior written approval from Management.
   b. If the tenant fails to remedy the damage within 7 days after notice, Management reserves the right to do so and charge the tenant the applicable maintenance service fee, as additional rent, as described in the Community Fee Schedule or actual cost of this service if a third-party is hired to remedy the damage.

10. **Trash Removal.** Household trash should be kept in closed containers / plastic bags inside the garage/the home. Household trash is picked up weekly via curbside pickup. Any bulk items may be disposed of through the Town of Berwick Recycling Center or other such facility at tenants expense. Tenant is responsible for disposal of hazardous materials such as paint, oils, batteries, tires, or explosives. The Town of Berwick has a recycling program that may be utilized as well as accepting yard waste, furniture, appliances, tires, and electronics.

11. **Wood/Pellet Stoves and Firewood.** Wood or pellet stoves may not be used as a primary source of heat. Firewood or pellets may be stored inside the garage. Use of chainsaws is prohibited without prior written approval due to noise and safety concerns. All wood/pellet stove connections must be properly installed in accordance with manufacturer's specifications and all local and state fire codes, and it is the tenant's responsibility to ensure proper installation of woodstoves.

J. UTILITIES.

1. **Water.** Each lot is connected to town water and tenants will be billed by the Berwick Water Department including possible annual inspections of backflow preventers. Homeowners are responsible for repairs to all above ground services to their manufactured home, including connections to all utilities and all valves and connections under the home. All water lines must be insulated with properly installed heat tape from the point of connection. Heat tape must be plugged in from October to April to prevent freezing. Homeowners should verify each fall that heat tape is working properly. Any blocked or broken utility lines are to be reported to Management and repaired immediately. Obstructions or breaks above ground are the responsibility of the Homeowner.

2. **Sewer.** Each lot is connected to the Berwick Sewer District and will be billed by them. Tenants should use care not to clog sewer lines with heavy matter; no kitty litter, disposable diapers, sanitary napkins, tampons, coffee grounds, grease or other similar items should be discharged into toilets or drains. Any cost of correcting clogged drains or other sewerage problems due to improper action of the tenant will be charged to the tenant.

3. **Propane.** Each lot will be connected to propane tanks for heating and cooking. Homeowners will be billed directly from the fuel company.

4. **Electric.** Management is responsible for the maintenance and repair of all underground wiring and electrical equipment up to the outside disconnect located near the house meter. Tenants must notify Management immediately in the event of an electrical problem except for power outages resulting from CMP.

K. **MOTOR VEHICLES**.

1. **Traffic Rules.** All Park residents, guests, visitors and invitees must comply strictly with all posted road signs. The community speed limit is 10 MPH and there is a one way road. Failure to comply with these rules will result in a violation. There may be instances during the process of construction when one or both lanes of the road or bridge may be used.

2. **Vehicles Registered**. All vehicles must be currently registered, inspected as required by law, and in safe, operable, street-legal condition. Only passenger vehicles and light trucks up to ¾ ton in size may be parked in driveways.

3. **Delivery Vehicles.** Management may restrict or deny repeat access to delivery vendors that violate these Rules, subject to lawful access required for essential services.

4. **Minor Repairs**. Tenants may perform only minor emergency repairs of short duration on their own personal vehicles within the community. Any damage to paved parking areas or driveways caused by leaking gas, oil, or other automotive fluids is the tenant's responsibility and must be repaired at the tenants expense.

5. **Recreational Vehicles.** Tenants may not keep any campers, RVs, boats, utility trailers, ATVs, snowmobiles, or motorized go-carts on the lot at any time, except inside the garage. Driveway parking of campers and/or RVs is permitted for a maximum of 48 hours while loading or unloading, after which time the vehicle must be removed from the lot. Management reserves the right to tow vehicles in violation at the owner's expense.

6. **Parking.** All vehicles must be parked on your own driveway or in designated parking spots. Under no condition is parking allowed on the grass. Any vehicle parked on a street from dusk to dawn or during snow removal activities or in an unauthorized place is subject to being towed without prior notice and at the tenants expense.

L. REPLACEMENT/REPAIR OF HOME DUE TO FIRE OR ANOTHER ACT OF GOD.

1. **Notice to and Approval of Management.** Tenants who wish to replace or repair their home due to extenuating circumstances must provide notice of their intent to Management within thirty (30) days. All uninhabitable or unrepairable remains shall be removed at tenants expense within sixty (60) days regardless of insurance company representations regarding settlement. New homes or repair of homes must be approved by management and meet current standards as outlined in Rules. Charges may be assessed for repairing any infrastructure on the lot caused by tenant negligence and the tenant must continue to pay rent to reserve the homesite.

2. **Repair of Home.** If the home can be repaired on site so that no danger to others exists, and so that it is no longer unsightly or a nuisance, the tenant may be afforded a reasonable time to make repairs, not to exceed 90 days, regardless of the availability of insurance funds. Management shall determine whether the repairs are sufficient to bring the home into compliance. Pending removal or repair of the home, the tenant must restrict entry to the home and completely cover any unsightly or dangerous parts of the home and lot to minimize the risk it imposes to others within the community.

M. **TRANSFER OF HOMES**.

1. **Requirement of Full Payment.** Before any home can be sold, or occupied by a new tenant, all rental payments and all other charges and fees then due must be paid to Management in full. For this purpose, money orders or certified checks will be accepted. This rule is intended to comply with 10 M.R.S.A. §9093(4).

2. **Sale of Manufactured Home/Requirements for Sale**. Per 10 MRSA §9093(4), tenants retain the right to sell their home to any eligible purchaser who meets community standards. Management approval of the purchaser's tenancy application is required before the purchaser may occupy the home. Tenants are reminded that all rental payments and charges must be current before any sale or transfer is finalized, and a 30-day advance notice of intent to sell must be provided to Management.

   a. The tenant must provide Management with a 30-day written notice of the tenant's intent to sell the home, specifying whether it will be a sale by owner, or a sale through a real estate agent, salesman or broker, and if not a sale by owner, the name and contact information for the agent, salesman or broker. In addition, Management must be notified of the actual sale of the home at least five (5) days prior to the closing of the sale.

   b. The tenant will be responsible for ensuring that the potential buyer submits a fully completed and signed Tenancy Application to Management at least twenty (20) days prior to closing the sale of the home. The potential purchaser must be approved by Management ten (10) days prior to closing. Approval is based upon selection criteria, as set forth in Section C of these Rules, and any approval given is subject to the potential purchaser completing all of the requirements of that Section C prior to the closing of the purchase (including but not limited to payment of the entrance fee and acknowledging receipt and acceptance of these Rules), and on the tenant's and the potential purchaser's full compliance with these Rules.

N. MISCELLANEOUS.

1. **Notices.** Except as otherwise stated herein or as may be otherwise required by State law, all notices required or permitted by these Rules and regulations will be in writing, and will be delivered either by hand, or by registered or certified mail, submitted to the tenant portal, or to the tenant at the rented lot in the Park.

2. **Amendments.** Amendments to Rules may be made from time to time at Management's discretion, with at least thirty (30) days written notice provided to all tenants in compliance with Maine law (10 MRSA §9093). Tenants are required to acknowledge receipt and acceptance of any rule changes within the tenant portal. Failure to acknowledge amendments does not absolve tenants from compliance.

3. **Partial Invalidity.** If any of the terms or provisions of these Rules are determined to be invalid or unenforceable under any applicable law, ordinance or regulation, or as to any particular individual or situation only, such invalidity or unenforceability shall not affect the validity or enforceability of these Rules with respect to any other individuals or situations, and shall not affect the remainder of these Rules, which shall remain in full force and effect as though the invalid or unenforceable provisions were not included herein.

O. Acknowledgement

1. By signing below, the Homeowner or Tenant hereby acknowledges that he/she has received and read in its entirety, the park rules and regulations and that he/she will comply with all park rules. The Homeowner specifically acknowledges having read and understood the provisions relating to the resale of Manufactured homes within the park.

2. Notice is hereby given that the cost of any attorney's fees or cost of collection necessary to collect rent or to enforce compliance with any of these rules and regulations will be the responsibility of the homeowner.

3. Any circumstance or situation not specifically covered by these rules and regulations shall be determined by park management's reasonable discretion and shall be complied with within sixty (60) days of written notice.

4. In the event that any provision of these Rules and Regulations, including specific dates, requirements, or procedures, is found to be inconsistent with any applicable state or local law, including changes in Maine law, such law shall take precedence. Any such conflict shall not invalidate the remainder of these Rules and Regulations, and the affected provisions shall be modified or interpreted as necessary to comply with applicable law.

Homeowner:_____ Date: _____

Homeowner:_____ Date: _____

Park Owner/ Manager:_____ Date: _____