

SABATTUS ESTATES MHP
PARK RULES INTRODUCTION

The management is sincerely interested in establishing and maintaining a high caliber, attractive, visually pleasant park environment for you. These Rules are not intended to be unnecessarily restrictive, but rather are to help provide you with a tranquil environment and protect your investment in your manufactured home. The rules, firmly and fairly administered, will make the park attractive, not only to you while you live here, but will keep the park attractive to others who may wish to move in at a future time.

The present and future value of your manufactured home rests, to a great degree, on the park appearance and its reputation in the community. The appearance of individual homes and yards creates a total impression of attractiveness.

In any of the following Park Rules, where it is stated by the Park Management that you must have "Written approval" this approval will not be unreasonably withheld, and unless a specific time limitation is stated in the rule, we will respond to your written request within fourteen (14) days.

In the event that a Park Rule is being violated, the party violating the rule will be notified of the violation either by letter or notice delivered in hand and unless otherwise stated herein, given a reasonable opportunity thereafter to comply with the rule or regulation.

The Park Management is pleased that you have chosen to live here, and we hope your stay will be satisfactory and of long duration.

Sabattus Estates Mobile Home Park
385 6th Street
Dover, NH 03820
603-750-7501

Email – sabattusestatesmhp@gmail.com

FOR ALL APPLICATIONS, PAYMENTS, MAINTENANCE REQUESTS AND CORRESPONDANCE

Please utilize the online portal at:

<https://www.winsorbrook.com/SabattusEstates/>

PARK RULES

Purpose: This manufactured housing community shall be subject to the following rules enacted by the Park Owner, which shall be binding upon each person who owns or occupies a manufactured house (“homeowner”) located on a site (“site”) in the park.

I. Building and Appurtenances

A. Manufactured Homes

1. All homes shall be maintained in good condition and repair and the exterior of all homes shall be clean, neat, free of rust or corrosion, and properly painted at all times, and the park owner reserves the right to require reasonable repair,= or maintenance of any home. All homes shall be occupied by the legal owner and shall not be sublet, rented or otherwise occupied by others in the absence of the legal owner.
2. The owner of the manufactured housing unit shall provide the park owner with the name and address of any lienholder with a security interest in the manufactured housing unit. Such lienholder may take advantage of the provisions of 10 M.R.S. c. 953, § 9097 by providing notice to the Park Owner.
3. Utility services including water, sewer, etc. are to be properly connected, insulated and protected before a homeowner takes occupancy.
4. Plumbing is to be kept in good repair and plumbing leaks in or under a home are to be repaired immediately by the homeowner. The Park owner reserves the right without notice to temporarily shut off the water to a home or area of the park if a water leak exists. The Park owner shall not be liable for any damage to a manufactured home or its contents due to interruption or resumption of any utilities.
5. Except for those incidents covered by manufacturer’s warranty, homeowners shall be responsible for repairs to all services to homeowner’s manufactured home unit located under the manufactured home, including connections to all utilities and all valve and connections under a manufactured home. Heat tapes are the homeowner’s responsibility, should be checked regularly and are required to be installed by homeowner, and properly maintained on all homes.
6. If a home is substantially damaged by fire, windstorm, or other cause, the homeowner shall remove the damaged home in reasonable time, or the park owner may do so at the homeowner’s expense. If a home incurs minor damage by fire, windstorm, or other cause, the homeowner shall repair or remove the damaged home within a reasonable time, or the park owner may do so at the homeowner’s expense. If the homeowner elects to repair the damaged home, such repairs shall begin as soon as practicable after the damage has occurred. Within thirty (30) days of the damage, a homeowner shall notify the park owner of his plans to repair

such damage. That notice shall contain information which demonstrates to the satisfaction of the park owner (1) that the homeowner has, or will have as a result of the receipt of insurance proceeds, sufficient assets to restore the manufactured home to the standards set forth hereunder, (2) that repairs required to restore the manufactured home will be completed within sixty (60) days of the damage, and (3) that repairs shall be done in a professional and workmanlike manner in compliance with any applicable manufactured housing codes. The Park owner may allow a longer period for such repair if the homeowner demonstrates that insurance proceeds to affect such repairs will be forthcoming without reasonable delay. Contractors retained by the homeowner must be insured in an amount satisfactory to the Park Owner, shall not block any roadway or park vehicles in the roadway, and shall immediately (the same day) haul away all construction or demolition debris produced as a result of the repairs.

7. Abandonment of the manufactured home without notice to the Park Owner shall be governed by the provisions of 10 M.R.S. c. 953.

B. Utility Buildings, Additions, Awnings, Screens, Skirts and/or Other Improvements

1. One (1) utility building per home is permitted so long as such building fits entirely within the lot, conforms to the Town/City building code and is approved by the appropriate local authorities and park owner.
2. Utility buildings will be prefabricated and harmonious to the exterior of the home.
 - (a) Such buildings shall not exceed 8X12 feet in size.
3. Utility buildings will be placed to the rear of the manufactured home, at the park owner's discretion.
 - (a) No metal sheds allowed.
4. Awnings, room additions, porches, screens, skirts, steps, car ports, and other improvements are permitted, provided that such improvements fit entirely within the lot, conform to the Town/City building code (if applicable) and are approved by the appropriate local authorities and park owner, whose approval may be withheld at the reasonable discretion of the park owner. Such improvements must be kept neat and in good repair. New or replacement skirting material shall be vinyl and of a color harmonious with the color of the home.
5. Skirting of the entire manufactured home and removal of the hitch is required for each manufactured home.
6. Outside post lamps or any other outside lighting (excluding those permanently attached to the home) must be installed so that the light is directed not to disturb other homeowners or drivers in the streets.
7. Steps to the homes or patios shall be constructed of sturdy precast concrete or shall be of neat wooden or aluminum construction. Concrete blocks are not acceptable materials for steps.
8. Steps, porches, skirting, awnings, car ports, room additions, and screening are the property of the homeowner; however, if left on the lot on the day after removal of the mobile home, they

shall, at the sole discretion of the park owner, be removed and disposed of at the homeowner's expense, or become property of the park.

9. Each such improvement set forth in paragraph IB, shall be a design in harmony with the home which it serves, or stained/painted to blend with the home, and shall be subject to written consent and approval of the park owner. Such improvements shall be kept in good condition, neat at all times and shall be constructed by reputable builder or manufacturer in compliance with all applicable laws, codes, and ordinances.
10. As of March 1, 1993, all existing and new fuel tanks shall be located above ground. New tanks shall not exceed 275 gallons in capacity and shall be placed in such manner behind the homes as to minimize aesthetics. Tenants shall be responsible for the purchase and installation of new tanks.

C. Review and Approval

1. No change in the exterior of the home or other building or improvement in the park shall be made without the prior written consent of the park owner and no construction or placing of any home or other buildings or improvements or any exterior addition to the home or any such building, is permitted in the park without such consent. Contractors seeking such consent shall submit a description of the proposed change or construction, including adequate plans and specifications where applicable, and the park owner shall review such description with regard to harmony of the exterior architectural design, style, attractiveness, materials and location in relation to the subject site surrounding structures and topography and shall respond in writing to the homeowner seeking such consent within fourteen (14) days of its receipt of such description.
2. Park owner may from time to time notify homeowner to repair or replace damaged materials or fixtures that are part of the home and which are not maintained to reasonable standards.
3. Any violation of a provision of this Section I which is not corrected within thirty (30) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after forty-five (45) days following such time.
4. In addition to its rights set forth above, the park owner may require as precondition to purchasing or selling a home or renting a lot site within the park that the homeowner repair, exchange or modify any home, other building or any addition to any home or other buildings which in the discretion of the park owner, does not comply with the above standards.

II. Maintenance of Site on Which Home is Located ("SITE")

A. Lawns, Trees, and Shrubbery

1. Homeowners shall keep grass mowed, trimmed and neat on their site. No limbs are to be cut from trees without the written permission of park owner.
2. Grass and weeds shall be removed from around trees, homes, shrubbery and gardens. Shrubs shall be kept trimmed, all by homeowner.

3. Homeowners may have gardens with written permission of park owner and shall keep gardens neat and well cared for.
4. All planting of trees, shrubs, and all gardens must have park owner's approval and upon installation become park fixtures and shall not thereafter be removed by homeowner.
5. Reasonable Holiday decorations are permitted provided the decorations are tasteful, do not contain offensive messages, do not excessively illuminate areas beyond the lot boundary, are put up not more than 30 days before the holiday and removed not more than 14 days after the holiday.
6. Toys, play structures, and bicycles shall not be left in or within 10 feet of any roadway, or in the yard area of another home. To the greatest extent possible, such toys, structures, bicycles, and the like shall be stored out of sight from the roadways.
7. Should a homeowner fail to comply with the above standards, said failure to continue for a period of one (1) week following notice from the park owner, park owner may perform the work and bill the homeowner for reasonable services rendered, which bill shall be deemed to be additional rent hereunder, due and payable on demand in accordance with the terms set forth.

B. Driveways, Walks, Porches, Patios and Steps

1. Driveways, walks, porches, car ports, patios and steps shall be kept neat and in good repair by homeowner.
2. Homeowners shall remove ice and snow from driveways, walks, porches, patios and steps.
3. Porches and railings shall be kept in good repair and painted/stained in harmony with the color of the home by homeowner and be in compliance with prevailing building codes.

C. Rubbish and Junk

1. Rubbish, trash, trash cans, and plastic garbage bags shall be covered at all times and kept out of site from the road fronting the manufactured home. Park owner strongly recommends that these materials be kept in homeowner's utility building until removal day.
2. Trash bags or trash cans shall be moved to the street on the morning of removal day. All bags are to be properly secured and tied. On any day when snow plowing is taking place, all trash must be placed five (5) feet from the road's edge so as not to impede snow removal.
 - (a) In parks with a designated garbage area providing dumpsters, garbage and rubbish should be deposited in the proper receptacles by adults or older children. It must be adequately wrapped in plastic bags. No lawn raking's, automotive parts, motor oil, hazardous waste, or junk is to be put in the dumpsters. Disposal of these items is the homeowner's responsibility. Large boxes should be cut up.
 - (b) Abandoned, unused or rusting material, junk, piles of lumber or similar items, shall not be permitted on any site.

D. Clotheslines and Reels

- 1.** Only Umbrella type clothes reels are permitted. Clothes reels are to be placed to the rear of the lot, at any inconspicuous area. Clothes lines are not permitted.

E. Lot Condition

1. Homeowners shall keep and maintain their lot in a clean and sanitary condition at all times and shall not violate any rule, regulation, ordinance, statute, or state law pertaining to the use and occupations of said lot.

F. Review and Approval

- 1.** No construction or placing of any addition or of a patio, terrace or courtyard in the park shall take place without consent of the Park Owner. Anyone seeking consent shall submit a description of the proposed change or construction, including adequate plans and specifications where applicable, and the park owner shall review such description with regard to harmony of exterior architectural design, style, attractiveness, materials, and location in relation to surrounding structures and topography, and shall respond in writing to the homeowner seeking such content within fourteen (14) days of its receipt of such description.
- 2.** Homeowners shall permit park owner to enter the lot sites at reasonable times for the purpose of inspecting, maintaining or making all reasonable repairs, alterations or additions to any portion of said lot site, including erection and maintenance of such scaffolding, canopies, fences and props as may be required, or the maintenance or removal of limbs or trees in the sole discretion of the Park Owner.
- 3.** Any violation of a provision of this Section II which is not corrected within thirty (30) days (or lesser period if specified) of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.
- 4.** All improvements shall be made in compliance with all applicable laws, codes, and ordinances.

III. Motor Vehicles

A. Automobiles

1. Unregistered vehicles or junk vehicles shall not be permitted in the park. Such cars will be towed away at homeowner's expense.
2. No major automobile repairs are permitted anywhere in the park. Minor repairs are permitted in those areas designated by the park owner. Minor repairs are defined as changing the oil and filters, changing a tire, tune up or other similar periodic repairs.
3. Damage to paved roadways or parking areas caused by leaking gas, lubricants or oil from any cause shall be the responsibility of the homeowner and shall be repaired by the park owner at the homeowner's expense.

4. A penalty charge of twenty dollars per month shall be assessed for each month, or part thereof, that violation of this section is permitted by the homeowner to exist. However, the assessment of said penalty shall not be deemed a waiver by park owner of his rights to have the vehicle(s) towed at homeowner's expense, said expense to constitute additional rental, or in the alternative, to institute eviction proceedings.

B. Vehicles Not Permitted

1. Commercial vehicles and any other vehicles besides passenger cars, personal pick-ups, vans, motor cycles, and motorized scooters licensed for highway use are not permitted to be kept by the homeowner in the park without the written permission of the park owner.
2. Unlicensed or off-road Vehicles and devices such as, but not limited to, motor scooters, motorcycles, trail bikes, mini-bikes, snowmobiles and motorized go-carts are not permitted to be operated in the park for recreational purposes.
 - (a) There will be NO snowmobiling in the park. All snowmobiles must be on trailers entering or leaving the park property.
 - (b) No other OFF highway vehicles such as mini-bikes or dirt bikes are allowed to be used in the park.
3. No guests shall operate recreational or off-highway vehicles in the park.
4. All guests operating any motor vehicles inside the park shall comply with all park rules.

C. Parking

1. Parking of two (2) automobiles for each manufactured home on site will be permitted. Any additional vehicles may only be parked at a site with park owner's written consent and only if the homeowner, at his expense, provides a paved parking area for the vehicles. There shall be no parking or driving of any vehicles on the lawns.
2. Except as hereinafter provided, reasonable on-street parking which does not interfere with park traffic or snow removal is permitted during the daylight hours only. There shall be no on-street parking during periods of snow removal.
3. All boats, trailers, campers, snowmobiles, motorcycles and any other vehicle will, with the permission of park owner, be allowed to be parked on the site, provided there is a location that is out of view from the road fronting the manufactured home. Homeowners must provide their own on-site parking location for these vehicles with the permission of the park owner. All storage areas must be kept neat, orderly and safe.
4. Vehicles parked in the street or in other unauthorized places may be towed away at the homeowner's expenses without notice.

D. Speed Limit

1. The speed limit for all vehicles shall be a maximum of twenty (20) miles per hour, weather permitting, on park roads unless otherwise posted.

E. Enforcement

- 1.** Except for towing pursuant to paragraph III, C.4., which shall be done without notice, any other violation of a provision of this Section III which is not corrected within seven (7) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner, provided the Park Owner gives forty-five (45) days' notice of eviction. These provisions shall apply to the visitors and guests as well as the homeowners.

IV. Children

A. Conditions

1. For reasons of public safety and comfort, the maximum number of persons permitted per home shall equal 2 people per number of bedrooms in the home.
2. A homeowner shall notify the park owner within ten (10) days of the birth of any child.
3. Visiting children are limited to a maximum of a thirty (30) day visit in the park.
4. No day care or babysitting business may be operated within the Park.

B. Behavior

1. Children shall be kept under parent's control and shall behave in a quiet orderly manner.
2. The conduct of the visiting children in the care of a homeowner shall be the responsibility of the homeowner.
3. No skateboards, bicycles, wagons or similar devices shall be towed behind bicycles or other vehicles, used for jumping, used to go over ramps or used in any other dangerous or hazardous manner. No skating rinks shall be permitted. Any other similar dangerous or hazardous activities may be prohibited at the discretion of the Park Owner.
4. Homeowners are responsible for the conduct of all children living in their manufactured home, in their care, or visiting as guests and shall be responsible for any damage caused by said children and agree to reimburse any loss to park property or property of other homeowners occasioned by said child or children. No person, including the homeowner, guests and children shall be permitted on the lot of another homeowner without that homeowner's consent.

C. Enforcement

- 1.** Any violation of a provision of Section IV which is not corrected within twenty (20) days of the delivery in hand or receipt by certified mail, return receipt requested of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after forty-five (45) days from the homeowner's receipts of the aforesaid notice. In addition, repeated misconduct or a course of conduct of unacceptable behavior by a child visiting the homeowner shall constitute grounds of eviction.

V. Animals

A. Size and Control

1. Only quiet, normally domesticated pets shall be permitted, and shall require written consent of the park owner. No more than two total (2) birds, gerbils, guinea pigs or similar small pets may be kept in the home. One (1) inside cat may be allowed at the park owner's sole discretion. No fowl, horses, sheep, goats, pigs, reptiles, vermin, outdoor cat, ferret, rabbit, scorpion, tarantula, or any other pet except those specifically permitted or approved by the park owner at the park owner's sole discretion will be allowed.
2. No additional dogs are allowed in the park. Only dogs previously registered with the park will be allowed to stay but shall not be replaced upon their demise.
3. No dog runs, outside pens, cages, barns, "houses" or any other type of permanent or temporary installation or shelter for the maintenance or care of pets will be allowed.
4. Outside a manufactured home all pets shall be kept on a leash or in a pet carrier and under control at all times. No pets shall be permitted to make unnecessary noise or create unnecessary disturbances. Dog owners shall clean up pet waste produced by their dog. Pet owners shall assure that their pets shall relieve themselves only on their own lot.
5. Homeowner agrees that pets will not spend nights outside the manufactured home, no pet shall be permitted outside the manufactured home at any time if the homeowners are not at home. Homeowners shall be financially responsible for all damage done by their pets or pets of their guests and shall keep said pets under their control at all times.
6. Pets of visitors shall be responsibility of the homeowner.

B. Reporting

1. All pets shall be registered with the park owner.
2. The presence of all animals shall be reported to the park owner within five (5) days of the acquisition of the animal.
3. All dogs shall be licensed with the city/town and the license number reported to the park owner.
4. Pets which create noise, disturbance or unpleasantness shall, at the request of the park owner, be removed from the park.

C. Enforcement

1. Any violation of a provision of this Section V which is not corrected within one (1) week (7 days) of the delivery in hand or receipt of certified mail, return receipt requested, of notice of such

violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after forty-five (45) days from the homeowner's receipt of the aforesaid notice.

VI. Signs

A. Types Allowed

1. No commercial signs of any type are allowed in the park including, but not limited to "yard sale", "garage sales" or "auction" type signs.
2. "For Sale" signs are permitted subject to the condition below (Section B).

B. "For Sale" Signs

1. The homeowner shall notify the park owner or operator before placing a "for sale" sign or other form of advertising within the mobile home park.

C. Enforcement

1. Any violation of a provision of this Section VI which is not corrected within fifteen (15) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after forty-five (45) days from the homeowner's receipt of the aforesaid notice.

VII. Noise

A. Personal Conduct

1. Residents of the park and their guests shall conduct themselves in a reasonably quiet manner so as not to disturb others.
2. Noise levels shall be reduced after 10 P.M. and before 8 A.M. for the benefit of all residents.
3. Homeowners shall be responsible for the conduct of their guests.
4. No firearms may be discharged inside the park property. Any violation of state or local firearms ordinances by a homeowner or guest or any police action against a homeowner may result in eviction from the park.
5. Fireworks are not permitted to be used or discharged in the park.
6. Homeowner, member of his family, and guests shall comply in every respect with the laws of the State of New Hampshire and Ordinances of the city/Town including but not limited to all rules and regulations of the Health Office, Police Department and Fire Department.
7. The homeowner agrees that there shall be no loud parties, loud musical instruments or loud noises or similar noises or other commotion at any time.

B. Automobiles and Other Motor Vehicles

1. Automobiles, other motor vehicles or recreational vehicles of park residents shall have properly maintained muffler systems.

2. Automobiles, other motor vehicles or recreational vehicle engines shall not be unnecessarily raced or revved at any time.
3. The operation of automobiles, other motor vehicles or recreational vehicles in a manner to disturb residents of the park or in an unsafe manner, is prohibited.

C. Enforcement

1. Any violation of a provision of this Section VII which is not corrected immediately upon oral or written notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after forty-five (45) days from the homeowner's receipt of the aforesaid notice.

VIII. Homeowners, Manufactured Home Occupants and Guests

A. Homeowners, Occupants, Guests

1. All homeowners, manufactured home occupants and guests shall observe all Rules developed by the park, within the common area, the swimming pool, if applicable, and buildings.
2. Residents of the park are responsible for the conduct of themselves, their children and their guest and shall pay for any damage caused by any of them on the basis of actual cost of replacement.
3. All homeowners and occupants must register with the Park Owner.
4. While on vacation or extended absence, i.e., going away for one week or more, homeowners should notify the park owner of departure and return dates.
5. Homeowner shall see that no persons shall be permitted on homeowner's lot during his absence without express written permission from the homeowner.

B. Additional Agreement

1. Any guest or occupant who moves into and resides in an already occupied home for a period in excess of thirty (30) days cumulative in any given year, shall be subject to the approval of the park owner. For this purpose, the park owner may request character and financial references and, in its discretion, may require said party to execute a rental agreement and/or acknowledgement of these rules, as amended. The Park Owner is under no obligation to approve a guest or occupant who does not meet the standards to be admitted as a homeowner.
2. Other than children born to the homeowner during the term of the rental agreement, the persons occupying the rental premises shall be only those listed in the application for lot rental, unless specific written authorization is granted by the park owner.

C. Enforcement

1. Any violation of a provision of this Section VIII which is not corrected within thirty (30) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such

violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after forty-five (45) days from the homeowner's receipt of the aforesaid notice.

IX. Sale and Removal of Manufactured Home

A. Sale

1. The homeowner shall notify the park owner in writing of his intentions to sell his/her manufactured home before placing a "For Sale" sign thereon.
2. Homeowner may sell their manufactured home in place for occupancy, subject to prior approval of the park owner, which approval shall not unreasonably be withheld. The homeowner must have written consent from the park owner before closing a sale with a prospective buyer.
3. The homeowner shall permit the park owner to inspect the manufactured home, including all structures appurtenant thereto, to determine whether the manufactured home is safe and sanitary and in conformance with aesthetic standards, and will permit the manufactured home to remain in the park upon resale. Said inspection shall be made within ten (10) days of the park owners' receipt of written notice as provided in paragraph 1 above.
4. The Park owner shall notify the homeowner of the results of the inspection in writing within five (5) days of the inspection. The Park owner may require that certain exterior repairs, modifications, or changes be made to make such manufactured homes safe, sanitary, and in compliance with aesthetic standards as a pre-condition to allow the manufactured home to remain in the park upon resale. The Park owner shall furnish the homeowner with a written list of all necessary repairs, modifications, and changes within five (5) days of the inspection.
5. The homeowner shall have any potential buyer who wishes to have the manufactured home remain in the park after resale, complete an application for lot rental furnished by the park owner. Park owner shall either approve or disapprove the application and shall notify the applicant of its decision. If approved, the applicant shall review and accept the rules prior to taking occupancy of the manufactured home. In addition, any repairs, modifications, or changes shall be completed to the park owner's satisfaction prior to occupancy.
6. Park owner will require character and financial references from any prospective buyer prior to approval.
7. Any buyer and his household shall agree to the current Rules of the park.
8. Homeowners may not assign, sublet, rent, lease or permit anyone to use or occupy any manufactured home without the written consent of the park owner which consent may be withheld for any reason.
9. The Park Owner shall not approve the sale of a home when past due rent is unpaid unless provision is made to pay all past due rent at closing.
10. Any manufactured home sold in violation of these provisions, including, but not limited to a failure to make repairs shall be removed from the park. Prior to any sale, however, park owner may agree to permit a buyer to make specified repairs following purchase of a home.

B. Removal

1. All manufactured home charges for space, utilities and taxes shall be paid in full before moving or selling manufactured home.
2. Homeowners shall give forty-five (45) days' notice to the park owner before vacating the site.
3. The space must left clean or a reasonable cleaning charge will be made.
4. Any homeowner or towing company must have verification that property taxes have been paid, a receipt has been provided to the Park owner, and a letter from the park owner releasing a manufactured home before home can be removed from the park property.

C. Enforcement

1. Any violation of a provision of this Section IX which is not corrected within thirty (30) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after forty-five (45) days from the homeowner's receipt of the aforesaid notice.

X. Prohibited Uses and Activities

A. Uses and Activities.

1. The space rented is to be used only for private manufactured home residential purposes by the legal homeowner and his/her family.
2. No commercial business or other activity not specifically permitted shall be conducted in the park nor shall "auction", "moving", "garage sale", or "yard sale" be permitted.
3. Homeowners further agree not to use the manufactured home site in any manner that will increase the risks of our rate of insurance or cause cancellation of any insurance policy covering the park.
4. The soliciting or peddling of sales, goods, or services within the park premises is prohibited. This rule shall not be construed to prevent any person or company from selling or delivering or otherwise supplying or servicing any homeowner with his, her or its goods or services at the request of the homeowner or make any charge or request any fee for such activities.
5. Tampering with fuses, electric service connections or other utilities is strictly forbidden. Please contact the park owner in case of utility interruption or other issue.
6. There shall be no littering anywhere in the park including the homeowner's lot site.

B. Enforcement

1. Any violation of a provision of this Section X which is not corrected within twenty (20) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation

from the park owner to the homeowner shall entitle the park owner to evict the homeowner after forty-five (45) days from the homeowner's receipt of the aforesaid notice.

XI. Rental

- A.** All rents and additional charges set forth in paragraph A through E are due and payable on the first day of each month.
- B.** All rents not received by the fifteenth (15th) of each month shall be deemed late, and subject to a late fee equal to 4% of the monthly rental payment.
- C.** There is a twenty-five-dollar (\$50.00) fee for all returned checks for any reason in addition to applicable late fees.
- D.** Cable television, satellite television, telephone, and internet utilities, where available, are an option which any homeowner can elect to use or discontinue. Homeowners are responsible to pay such utility charges to the appropriate utility. All wiring and connections must comply with state and local regulations.
- E.** Trash Pick Up is furnished and paid for by Park Owner. Homeowner is responsible for the cost of water and sewer which is metered separately, and is responsible to pay such utility charge to the appropriate utility. Water and Sewer connection is provided to the perimeter of the home, outside the footprint. The Homeowner is responsible for all water and sewer fixtures and connections located under the home.
- F.** Driveway paving, crack sealing, and other maintenance is the responsibility of the Homeowner.
- G.** The Park Owner shall plow snow along the roadways only. The Homeowner is responsible for snow removal in his/her driveway, walkway, steps, porch, patio or any other area of the lot.

XII. Additional Rent

1. All charges set forth herein, including but not limited to those set forth in Article I, Building and Appurtenances; Article II, Site Maintenance; Article III, Motor Vehicles; Article V, Animals; Article VI, Signs; Article VIII, Homeowners, Manufactured Home Occupants and Guests; Article IX, Sale and Removal of Manufactured Home; Article XI, Rental, shall be deemed rental due and payable as set forth above. Failure to pay shall be deemed a failure pay rental under Maine Revised Statutes Chapter 953. Rent paid by any person other than a registered homeowner on behalf of the homeowner shall not be deemed to create a tenancy by said payer.

XII. Governmental Fees, Assessments and Required Improvements (Pass-through Charges)

1. Homeowners shall be responsible for payment of their proportionate share of the necessary and actual direct costs and impact or hookup fees for any governmentally mandated capital

improvement including the necessary and actual direct costs and impact, or hookup fees incurred for capital improvements required for public utilities.

2. The Park owner may also pass on to the homeowners on a prorated basis any increase in ad valorem property taxes and utility charges.
3. "Pro-rata basis" and "proportionate share" mean that percentage derived by dividing the number of manufactured home spaces rented by a resident by the total number of rented manufactured home spaces on January 1st of the year the expense is incurred.
4. Pass-through charges and ad valorem tax utility charge increases may be assessed more often than annually and may be assessed even during the initial term of any rental agreement.
5. All pass-through charges, ad valorem tax increases and utility increases assessed against a homeowner are due and payable sixty (60) days from the date of notice of the assessment.

XIII. Enforcement

1. Any failure to pay rent, additional rent, utility charges or incidental service charges shall entitle the park owner to evict the homeowner after thirty (30) days from homeowner's receipt of a written notice by delivery of said notice in hand or mailing certified mail, return receipt requested, to quit, unless prior to the expiration of the notice to quit, homeowner shall pay all charges due plus five percent (5%) of the outstanding rent, up to a maximum of five dollars (\$5.00) liquidated damages.

XIV. Manufactured Home Property Taxes

A. Inventories

1. All inventories on property as required by the City/Town shall be filed by the homeowner. Any penalties for failure to so file shall be the responsibility of the homeowner.

B. Property Taxes

1. Homeowners agree to pay all taxes accruing to the city/Town when due and shall upon request by park owner, produce a receipt for said paid taxes.

C. Notification

1. Upon notification to park owner by the Tax Collector of the City/Town that any homeowner is behind in taxes assessed against the homeowner's manufactured home the park owner will notify the homeowner and allow fifteen (15) days for a response in writing committing homeowner to pay the taxes and all other charges within ninety (90) days. If no response is forthcoming within fifteen (15) days and/or if after the response by the homeowner, the taxes are still unpaid after a promised to pay date has passed, the park owner will proceed under Maine law.

D. Violations

1. No manufactured home may be sold or removed from the park until such taxes are paid and park owner shall be entitled to the benefit of any liens created by law for taxes paid by park owner due to default by homeowner.

E. Enforcement

The Homeowner shall be subject to such enforcement as may be imposed by the municipality.

XV. Liability

- A.** Park owner shall not be liable for liability of debt or damage claimed for injury to persons, including homeowner and their guests or invitees or licenses, or for property damage from any cause which is the responsibility of the homeowner hereunder or by law related to homeowner occupancy of the lot. Homeowners hereby covenant and agree to indemnify the park owner and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or obligations because of or arising out of such injuries, damage or losses. Park owner shall not be liable for any damages on or about said lot, occasioned by homeowner's failure to keep the lot premises in repair, and shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam, or other pipes or sewage, or the bursting, leaking, or running of any pipe, tank, washstand, water closet or waste pipe, in above, below, upon or about said lot or park premises, nor from any damage occasioned by water, snow, ice coming through or being upon the lot or park premises nor any damage arising from the acts of neglect of co-residents, or other occupants of the manufactured home park or of any homeowners, residents, occupants or owners of adjacent or contiguous lots and property or for the interruption or resumption of any utility service. Homeowners shall pay for any expense, damage or repair occasioned by the stopping of waste pipes or overflow of water, and for all damages not occasioned by reasonable wear and tear or caused by their improper use thereof. Nothing herein shall be deemed to release the park owner from any negligence.
- B.** Park owner shall not be liable for any loss or damage suffered by its inability to deliver possession of the space at the beginning of the rental agreement term. Park owner may, at its option assign another space, if available, for homeowner's use. This refers to new sales only.
- C.** Except for negligence of the park owner, homeowners hereby release the park owner from any responsibility for any injuries or damages that may be caused by the reentering and taking of possession by park owner under conditions of these Rules.
- D.** Each homeowner shall maintain liability insurance covering loss, injury or death to persons or property while in homeowner's manufactured home or elsewhere on the homeowner's site. Each homeowner shall furnish the park owner with a certificate evidencing said coverage.

XVI. Administration

A. Enforcement of these rules shall be the responsibility of the park owner. Violations known to any homeowner should be reported in writing to the park owner.

B. Any breach of the aforementioned Rules shall be construed as a breach of terms of residency.

C. Permission

1. Whenever the permission or approval of park owner is required hereunder, said permission and approval shall be valid if given in writing.

XVII. Notice

A. Whenever any notice is required to be given or delivered under the provisions herein, or by law, it shall not mean personal service, but in accordance with 10 M.R.S. c. 953, §9097(2)(B), said notice shall be proper if the Park owner or its agent has made at least three (3) good faith efforts on three (3) separate days to serve the tenant in-hand, and Tenant is served by first class mail to the Tenant's last known address and left at the rented premises. Either party hereto may, by written notice served upon the other, change its mailing address.

XVIII. Occupancy

A. Homeowner's occupancy and use of space provided pursuant to this agreement and the common facilities of the park shall be subject to all terms and conditions, Rules stated herein. Homeowner acknowledges that they have read and hereby agree to all terms and conditions of the park owner's rules, regulations, and covenants. Homeowners understand that any breach of the agreement shall be subject to liability for damages.

B. The homeowner hereby acknowledges that he has inspected the premises to be rented and found them safe and acceptable and will maintain the premises in a safe condition. The homeowner agrees to allow the park owner (or his representative) to enter and inspect the premises for reasons of health, safety, maintenance or the welfare of other residents of the community, or in the event of an emergency. Any such entry or inspection shall be made at reasonable times and inspections of the inside of a manufactured home shall be only with permission of the homeowner, except in the event of an emergency. If Park owner reasonably suspects the commission of a crime on the lot or within the home, homeowners hereby consent to park owner's entry into the home and hold park owner harmless for any damages caused thereby.

XIX. Termination of Occupancy, Severability

A. In accordance with the time periods herein set forth, homeowner's rental agreement shall be in default upon the occurrence of any of the following events, upon receipt of written notice from the park owner and subject to any statutory conditions or limitations:

- 1.** Non-payment of rent, utility charges or reasonable incidental service charges.
- 2.** Failure of the tenant or tenant's cohabitees, their guests or invitees, to comply with local ordinances or state or federal law, rules or regulations relating to mobile homes or manufactured home parks.

3. Damage by the tenant or tenant's cohabitees, their guests or invitees to the property, expect for reasonable wear and tear.
4. Repeated conduct of the tenant or the tenant's cohabitees, guests or invitees upon the mobile home park premises disturbs the peace and quiet or safety of other tenants in the mobile home park.
5. Failure to comply with the Park Rules or breach of any terms of the rental agreement.
6. Condemnation or change of use of the mobile home park.
7. Renovation or reconstruction of any portions of the park, either temporarily or permanently as recognized by Maine law.
8. Violation by tenant or the tenant's cohabitees, guests or invitees of paragraphs 1, 2, or 5, three (3) or more separate times in a 12-month period, notwithstanding the fact that the tenant in each case corrected the violation after notice.
9. Any other permissible reason for eviction recognized by Maine law.

B. Nothing contained in these Rules is intended to be nor should be interpreted as being contrary to Maine Revised Statutes Chapter 953. The invalidity of any section, sub-section, or provision of these Rules shall not invalidate any other section or provision hereof which shall remain in full force and effect.

XX. Waiver

The Park owner retains the right, in its sole discretion, to waive, in writing, any one or more of these rules with respect to any one or more homeowners. Waiver or non-enforcement of any rule or right by the Park Owner shall not be deemed a waiver of any other rule or right.

XXI. Amendments

Amendments to the regulation may be made at any time by the park owner, and copies of such amendments shall be distributed to park residents. Such amendments shall become effective thirty (30) days after notice is given to park residents.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this agreement on the day and year first above written. Tenant has read and will abide by the Rules and Regulations and has received a copy of the same.

Signature Required: (Occupants over the age of 18)

Tenant Signature: _____ DATE: _____

Print Name

Tenant Signature: _____ DATE: _____

Print Name

Tenant Signature: _____ DATE: _____

Print Name

Tenant Signature: _____ DATE: _____

Print Name

PLEASE RETURN THIS PAGE TO:

SABATTUS ESTATES MHP
385 6th Street
Dover, NH 03820
sabattusestatesmhp@gmail.com