



**Glenville Manor Estates LLC**

**PO Box 199**

**Oxford, ME 04270**

**518-410-5808 – Emergency and All Non-Billing Calls**

**207-743-7961 Billing Calls Only**

**Effective as of January 1, 2016**

## **RULES AND REGULATIONS**

**THE RULES AND REGULATIONS SHALL APPLY TO ALL TENANTS.**

### **RULES AND REGULATIONS:**

1. **Payment of Rent.** Rent is due on the first day of each month in advance. The lot rent is to be mailed to: Glenville Manor Estates LLC, PO Box 199, Oxford, ME 04270. Payment is to include a \$15.00 late fee if it is received by Landlord after the 10<sup>th</sup> of the month.
2. **Bad Checks.** If Tenant's rent check is returned by the bank for insufficient funds or for any other reason, then and in that event, the Tenant shall be responsible for any additional return check fee of \$35.00. If such check is returned on two occasions, Tenant shall submit all subsequent rental payments in the form of a Cashier's Check, Money Order, or Certified Check.
3. **Security Deposit.** If the Tenant has paid a security deposit in connection with Tenant's occupancy of the demised premises and if the Tenant fully complies with all the terms of the lease and these Rules and Regulations, there are no damages to the premises and/or connections and a thirty day notice (statutory) is submitted to the Landlord before the lot is vacated, Landlord will return the security after the term ends. If the Tenant does not fully comply with the terms of the lease and these Rules and Regulations, Landlord may use the security to pay amount owed by Tenant, including damages. If Landlord sells the premises, Landlord may give security to the buyer. Tenant will look only to the buyer for the return of the security.

**4. Registration.**

- a. Each Tenant must register with the Landlord the size, make and color of the Tenant's mobile home, and the names and ages of the people who will occupy the mobile home.
- b. The Tenant must register with the Landlord the names and ages of all guests staying in excess of three days.
- c. Tenants shall register their motor vehicle(s) upon arrival at Glenville Manor Estates. (See further automobile regulations under Motor Vehicles.)

**5. Maintenance of Lot and Mobile Home.**

- a. There are to be no additions to the mobile home or lot without written permission and consent from park management.
- b. The Tenant is responsible for the cleanliness and maintenance of the Tenant's mobile home and lot. The mobile home must be enclosed with manufactured vinyl T-Lok type skirting within 30 days after entering Glenville Manor Estates, upon resale and upon 60 days written notice to replace existing skirting that is in disrepair. New tenants must skirt their mobile home immediately upon taking residence in the mobile home park. Hitches are to be removed or enclosed with skirting. Tenant's mobile home must clearly be identified with its lot number.
- c. Tenants may not keep any items of any kind outside of mobile home without written permission from Landlord with the exception of registered vehicles, one barbecue grill, and one patio table with up to 6 patio chairs. Any other items outside of mobile home shall be considered abandoned and garbage and shall be removed by Landlord without prior notice and cost of said removal shall be paid by Tenant.
- d. The Tenant shall be solely responsible for the cost of providing and keeping the following mechanical systems in good working order and in compliance with all applicable codes:
  - i. Electrical lines from the meter to and throughout the home.
  - ii. Water supply from and including the shutoff at the water main and throughout the home. Heater tapes, to prevent water lines from freezing in the winter must be supplied and installed as needed by the Tenant. Water will be shut off to all mobile homes not equipped by October 15, of each year, with necessary heater tape in good working condition. Water line freeze-ups from the surface of the ground to the underside of the home are the responsibility of the Tenant. Blowtorches shall not be used to thaw water lines.
  - iii. Sewer pipes throughout the home to and including the connection to the sewer lateral on the lot/premises.
  - iv. All gas and/or fuel oil and/or other fuel systems associated with the Tenant's home.
  - v. If Tenant fails to make repairs as needed, Landlord may, at Landlord's option, make repairs to the items set forth in paragraph (c) and the costs

for such repairs shall immediately become due and payable by the Tenant as added rent.

- e. Tenant shall, if and when required by applicable law, provide an adequate anchoring system for the mobile home.
- f. Tenant shall be responsible for obtaining all municipal permits required for any proposed improvements on the Tenant's lot after the Tenant first obtained Landlord's approval for any such proposed improvements.
- g. Oil tanks and stands, and propane gas tanks must be painted to match the mobile home, and such fuel tanks and TV antennas must be installed and located at the rear of the mobile home.
- h. The Tenant must obtain an approved 2-1/2 lb. Class B or C fire extinguisher in operable condition and readily accessible in Tenant's mobile home.
- i. Transmitting antennas are not permitted.
- j. All new sheds and/or storage buildings must be sided with lapped vinyl or texture 111 to match Tenant's mobile home with a pitched, shingled roof, or in the alternative, factory built of aluminum. Steel, chipboard, and particleboard sided sheds and storage building are prohibited.
- k. Decks must be constructed with pressure treated lumber or synthetic composite decking and fully enclosed with lattice and vinyl skirting to match mobile home skirting.
- l. Any mobile home brought into Glenville Manor Estates must have a HUD seal and lapped vinyl siding, pitched shingled roof, detachable hitch, and must be heated with gas or electricity. In addition any mobile home brought into Glenville Manor Estates must be equipped with water-saver toilets, smoke detectors, and must be anchored to the ground with hurricane tie-downs where required by law.
- m. Tenant's home, and any Landlord approved additions such as porches, sheds, steps, and fences must be properly maintained at all times and must be painted as required.
- n. Any lawn on Tenant's lot must be mowed as required and small trees and shrubs must be properly trimmed. Lawns must be cut around mobile home, storage buildings, steps, trees, fences, etc. If the Tenant does not pay for such services, same will be added to the rent as added rent.
- o. Tenants are responsible for maintaining their driveway, parking spaces, sidewalk and porch steps, including clearing of all ice and snow.
- p. Clotheslines are not permitted.
- q. Tenant must consult with Landlord before planting or digging of any nature. Any shrubbery planted by Tenant shall remain and become property of Glenville Manor Estates LLC when the Tenant leaves. Trees of any kind shall not be planted on the property.
- r. No open fire shall be allowed on the premises at any time. Barbecue Grills and outside fireplaces may only be used if the Landlord gives written permission for it.
- s. Tenant shall respect hedges, fences, walls and lawns of other Tenants.

- t. Tenant shall maintain Tenant's home free from all household pests and vermin such as roaches, mice, etc.
  - u. Walkways and porches are the responsibility of the Tenant and shall be kept clean of all snow, ice, and debris.
  - v. The Landlord's garage and all other equipment belonging to the Landlord shall be off limits to all Tenants. In addition, all meter boxes, lights, connections and all property of others shall not be tampered with.
  - w. A violation of any of the Rules and Regulations set forth and described above shall be a violation and breach of lease.
  - x. The Landlord reserves the right to make any changes as shall be necessary for the safety and cleanliness of the premises, and for securing the comfort and convenience of all tenants.
6. **Water Rent.** Each Tenant shall be responsible for the cost of their usage of water supplied by The Town of Glenville. The Landlord will take a meter reading on or about January 1 of each year and a copy of the reading results will be provided to each Tenant, in writing, within 10 days thereafter. Additional readings will be taken on the first day of April, July, and October. The Landlord shall bill each Tenant by the 15<sup>th</sup> of the month in which the reading was taken for the Tenant's usage since the last reading. The billing will be based on the Town of Glenville's rates in effect at the time of the reading and may have added a sum equal to 5% of the billing as and for administrative expense of the Landlord. The Tenant shall pay the water usage billing within 30 days of his/her receipt of the bill. The water usage billing shall be considered as "additional rent". The failure on the part of the Tenant to pay the water usage bill within 30 days shall be considered a default under the Lease and the Park Rules and Regulations and the Landlord shall have the option of enforcing its rights accordingly.
7. **Oil and Gas Storage Tanks.** When transfer of ownership of a mobile home occurs and there is a fuel tank associated with that mobile home, upon the transfer of ownership the fuel tank must be immediately removed and the heating system converted to natural gas delivery through a public utility. Removal of tank and all associated costs of such are the sole responsibility of resident and mobile home owner. Existing Tenants shall replace any oil or gas storage tank on the demised lot or used in conjunction with the Tenant's mobile home which shows any signs of wear or when such tank reaches the manufacturer's life expectancy. All new above ground tanks must be built on a concrete pad with a retention basin and must satisfy all State and Federal Regulations for above ground storage tanks related to corrosion protection, release detection systems, overfill protection and/or spill containment. Tenant shall indemnify and hold Landlord harmless from any liability for fees, costs or damages of any nature caused to Landlord as a result of Tenant's use, possession, repair, or replacement of such tank. Tenant remains the owner of the Tenant's fuel tanks including underground tanks and shall be responsible for any gas hookup, notwithstanding the fact that the gas company may own the gas tank itself. Tenant shall be responsible to keep all fuel tanks free from

rust and properly painted and leveled. It shall be Tenant's responsibility to clean up any ground that has been contaminated due to fuel tank leakage.

8. **Trash.** The Dumpsters are for household garbage only. All garbage is to be placed inside the dumpsters. Under no circumstances are refrigerators, stoves, washers, dryers, mattress, box springs, couches/sofas, and/or any other such appliance and/or furniture to be placed in or outside dumpsters, or anywhere on park property. No open refuse or garbage containers may be kept outside of any mobile home. Local Government Ordinances prohibit the burning of leaves, paper, and trash on the premises. No trash is to be brought in from outside Glenville Manor Estates. The Garbage receptacles are for Glenville Manor Estates residents' use only. Landlord reserves the right to charge each Tenant \$13 per month for garbage removal with 30 days prior notice. A security camera will be present above the dumpster enclosure. Tenants shall be charged \$200.00 for dumping prohibited items in or around dumpsters or park property per item per occurrence. Tenants are also responsible for any trash or prohibited items discarded by their guests, family, invitees, etc.
  
9. **Motor Vehicles and Parking.** Tenants must park Tenant's vehicles adjacent to Tenant's home in the space provided or in designated parking areas. Driving and parking on lawns in on interior roadways is prohibited. Campers, boats (unless allowed by Landlord in writing), boat trailers, and trucks larger than pickups may not be kept in the mobile park unless they are kept in an area so designated for such storage. Mechanical repairing and washing of vehicles are prohibited in the mobile home park. Motorcycles, mini bikes, snowmobiles, and dirt bikes may not be operated or ridden within the mobile home park. Unregistered or unlicensed vehicles and inoperative vehicles are prohibited in the mobile home park. The speed limit in the mobile home park is 5 MPH unless otherwise posted. No more than two licensed vehicles per lot shall be allowed to be parked in the park unless written permission is received from the Landlord.
  
10. **Garage Sales.** Tenants are only allowed 2 garage sale weekends (Saturday and Sunday) per year. 1 community sign will be permitted on the park front lawn and 1 sign per home. The dates for these sales will be the first weekend in May and the first weekend in October. Rain dates will be the following weekend. No items shall be placed on the front lawn or in front of Glenville Manor Estates whether for sale or for any other reason. Any items placed there shall be considered abandoned and garbage and shall be removed immediately without prior notice by Landlord and cost of said removal shall be paid by Tenant.
  
11. **Septic Tanks.** The mobile home park is serviced with septic tanks and therefore it is essential that water not be wasted and that toys, towels, diapers, cigarette butts, sanitary napkins, Swiffer sheets, or any of the like, rubber products and garbage be disposed as refuse and not in the septic system. Tenants flushing such items shall be responsible for any such costs related to such act.

12. **Ownership and Occupancy of Home.** Mobile home lots are leased to owners of mobile homes who are designated and listed as the Tenant of the lot on which the mobile home is placed. Any transfer of title to the mobile home to any other party without Landlord's prior written consent is prohibited and shall terminate tenancy. The mobile home shall be occupied only for residential purpose by the Tenant and the persons whose names are indicated on the application for lease as originally completed by the Tenant, and any children born into occupancy. Tenant's violation of this provision, or use by the Tenant and any other occupants of the mobile home or lot for any unlawful or illegal purpose or the commission of any unlawful or illegal act upon the tenant's leased lot shall result in immediate termination of lease and the tenancy and Tenant shall remove the mobile home at once from the mobile home park. The maximum occupancy of each mobile home shall be four persons for the basic lot rent. Should more than four persons occupy the Tenant's mobile home, Landlord shall have the right to impose a reasonable surcharge to reflect the added costs of servicing the Tenant's home. Tenant is to occupy the premises as a private dwelling and for no other purpose whatsoever. Tenant shall use and occupy the premises in a clean and wholesome manner and in compliance with all applicable Governmental Requirements and all Rules and Regulations promulgated by Landlord relating to such occupancy. Tenant shall not use or operate any equipment or machinery that is harmful to the premises or which is disturbing to other residents of the mobile home park. Tenant shall not employ any person or persons in or about the premises whose employment may, by law, constitute or create a liability on the part of the Landlord.
13. **Sale and Subletting of Home.** The sale or subletting of Tenant's home is permitted only with advance written consent of Landlord, as provided by law. Only homes which meet physical and aesthetic standards of the mobile home park as defined under paragraph 6 will be permitted to remain in the lot. In the event Tenant wishes to sell or sublet Tenant's home, Tenant must notify Landlord in writing 20 days in advance. The prospective new tenant /owners must then complete, sign, and submit an application for residency to Landlord so that Landlord can exercise Landlord's right of approval or disapproval. Landlord shall have the right to interview the prospective new owner/tenant. Landlord's right of approval shall not be unreasonably withheld. In conjunction of such transfer, Tenant's prospective owner/tenant shall pay Landlord a processing fee of \$50.00 to cover Landlord's administrative costs incurred in connection with processing the application including credit checks, telephone calls, and other office and overhead expenses. Signs or advertisement in windows of the Tenant's home offering Tenant's home for sale or rent may be placed only after prior written approval from Landlord. If the Municipality requires certificates of occupancy, then and in that event such certificates must be obtained prior to occupancy of new owner/tenant.
14. **Renting of Mobile Homes.** Any Tenant renting his or her mobile home to a third party, while occupying a lot at Glenville Manor Estates shall place a security deposit in the amount of 2 months lot rent with Glenville Manor Estates, LLC upon acceptance of

application by Glenville Manor Estates of Tenant's mobile home renter. If any time during the rental period, mobile home owner fails to pay Glenville Manor Estates, LLC the lot rent by the 15<sup>th</sup> of the month, then Glenville Manor Estates, LLC shall direct the Tenant renting the mobile home to pay its next month rent payment (full amount in lease between mobile home owner and his or her tenant) directly to Glenville Manor Estates. Any overage of outstanding rent shall be applied to the subsequent monthly rental payments due by mobile home owner to Glenville Manor Estates. Mobile home owner's lease with its Tenant must direct Tenant to make payments directly to Glenville Manor Estates when requested in writing by Glenville Manor Estates upon failure of mobile home owner to pay rent when due. A copy of each lease between mobile home owner and Tenant must be provided to Glenville Manor Estates submitted via email to [tdrowlette@ikonrealtygroup.com](mailto:tdrowlette@ikonrealtygroup.com) within 3 business days of mutual lease execution between mobile home owner and Tenant.

15. **Conduct of Tenant.** Tenant is responsible for the actions and conduct of Tenant and Tenant's guests. All outside activity must be restricted to the Tenants own lot unless the Tenant has permission from another tenant for the use of that tenant's lot. Guests who will be staying more than 3 days must be registered with Glenville Manor Estates LLC who will advise how long they may remain. Loud noises are never permitted between 10 P.M. and 8 A.M., which shall be treated as quiet hours. Tenant, Tenant's family, and guests shall not in any way disrupt or interfere with the activities of lives of other tenants, or with the operation and maintenance of the mobile home park.
16. **Conduct of Park Roads.** The tenant, their families, children, guests, and invitees are not to use park roads and thoroughfares for recreational purposes such as skateboarding, rollerblading, stickball, kickball, baseball, rock throwing or any other games or sports or playground-like activities of any kind whatsoever anywhere on the park road.
17. **Pets.** (a) No dogs are permitted on the park at any time unless permission is received in writing from the Landlord. All such pets must be registered with the mobile home park. Tenants must clean up after their pets. Tenants will be responsible for all damages, which may be caused by any animal or pet they may be permitted to have. Any pets allowed by the Landlord shall not be permitted to roam the mobile home park at any time.
18. **Tenant Responsibility for Damages.** If any damages are caused to the Landlord's property or equipment in the mobile home park by the Tenant or Tenant's family, visitors, or agents, Tenant shall be responsible for these damages. These damages shall be measured by the cost of restoration or replacement resulting from the Tenant's acts or those of family, guests, etc. These damages shall be considered additional rent due 10 days after Landlord has submitted written demand to Tenant for payment of same. Tenant is responsible for any damages to property, injury or loss that occurs to Tenant, Tenant's family, invitees or guests, for whatever reason.

19. **Landlord Not Liable for Damages.** Landlord shall not be liable for any damage or injury to tenant or any other person or to property as a result of water, rain, snow, gas, or electricity which may leak into or enter Tenant's home. Landlord shall not be liable for any damages or injury to Tenant or any other person or property as a result of broken pipes, plumbing, or electrical lines which are in or serve Tenant's home. Landlord shall not be liable for any loss of property or injury to Tenant or any other person, which occurs as a result of any burglary, robbery, theft, or other wrongdoing committed by any person. Tenant shall hold Landlord harmless and indemnify Landlord for any losses or damage to property or injuries to persons caused by Tenant, Tenant's family, servants, agents, employees, guests, licensees, and invitees or resulting from the use and occupancy of Tenant's home, Tenant's leased lot, or the common facilities of the mobile home park.

20. **Insurance.** Tenant shall maintain homeowner's liability insurance coverage for any loss to third parties, including Landlord named as additional insured, due to fire or other casualty occasioned by Tenant's negligence, including comprehensive personal liability in a minimum amount of \$1,000,000.00. Tenant acknowledges that the Landlord has no responsibility for Tenant's insurance. Proof of Tenant's insurance shall be provided to Landlord upon request.

21. **Eviction for Nonpayment, Attorney's Fees and Additional Rent.** If Tenant defaults in the payment of rent, additional rent or any part thereof, or if any default be made in the performance of any of the covenants contained in the lease and these Rules and Regulations, the Landlord or representatives may re-enter the said premises by force, summary proceeding or otherwise, and remove the mobile home and all persons there from, without being liable to prosecution therefore, and Tenant hereby expressly waives the service of any notice in writing of intention to re-renter; and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any monies collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, and surplus to be paid to the Tenant, who shall remain liable for any deficiency and shall be responsible for Landlord's costs or re-renting. Landlord's costs shall include the costs of repairs, decorations, broker's fees, advertising, and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages, and losses. In addition to eviction proceedings, the Landlord may institute and/or pursue any other legal remedy available to Landlord for the collection of unpaid monies or to acquire possession of the rented property. If the Landlord proceeds with an eviction action, Landlord shall have the right to have rent and other monies due, as well as reasonable attorney's fees, all which are called

“additional rent”, and which must be paid by Tenant, plus addition thereto, all actual costs expended by Landlord in connection with collection, including court costs, process server fees, and filing fees. Tenant waives the rights to return to the premises after possession is given to the Landlord by a court.

22. **Eviction of Other Violations of Rules and Regulations.** If Tenant fails to carry out any of the other provisions of these Rules and Regulations, Landlord may give Tenant written notice to comply with them. If Tenant fails to comply with Landlord’s notice within the time specified, Landlord may then cancel the tenancy and Tenant shall remove Tenant’s home from the premises but shall continue to be liable to the Landlord for any costs or losses Landlord incurs as a result of the Tenant’s failure to comply with these Rules and Regulations. These costs and losses shall include any reasonable attorney’s fees that Landlord incurs in connection with any action to enforce these Rules and Regulations, including costs of eviction if it shall be necessary.
23. **Landlord’s Enforcement Expenses.** Any late charges, water rent costs, other costs, attorney fees, other fees, interest and/or expenses incurred under this lease and/or Parks Rules and Regulations and any addenda thereto, shall be deemed to be additional rent hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the accrual of said late charges, costs, fees, interest and/or expenses. Landlord, at its option, also reserves the right to deduct said late charges, costs, fees, interest and/or expenses from Tenant’s security deposit or request them in any court proceedings, including but not limited to summary proceedings, in the event that the Tenant does not make payment to the Landlord by that due date.
24. **Landlord’s Right to Entry.** For the protection of all residents of the mobile home park, Tenant agrees that the Landlord and Landlord’s agents, employees or other representatives shall have the right to enter into and upon leased space or mobile home during reasonable hours for the purpose of repairs, maintenance, and inspections. However, this clause shall not be construed to create an obligation on Landlord’s part to make inspections or repairs. Except in the event of an emergency, Landlord shall give advanced notice of Landlord’s intention to enter leased space for repairs, maintenance, or inspections.
25. **Governmental Rules and Regulations.** In addition to the Rules and Regulations, Tenant will also comply with all rules, ordinances, and laws of the municipal, county and state governments or public authorities and all their departments, bureaus and subdivisions applicable to and affecting the leased space and Tenant’s home as well as Tenant’s use and occupancy during the term of this lease. Tenant shall promptly comply with all orders, regulations, requirements, and directives of the Board of Fire Underwriters or similar authority.

26. **Landlord's Reservation of Rights.** Landlord reserves the right to locate and maintain, on and across the leased space, such utility line facilities as may be necessary or convenient to serve Tenant and other Tenants in the mobile home park, including water lines, television lines, sewer lines, gas tanks and such facilities as needed. Exercise by landlord of such reserved rights shall not unreasonably interfere with Tenants use of leased space. Landlord also reserves the right to install and maintain traffic control, street signs, or other signs, as Landlord deems necessary and place and locate the same in Landlord's discretions. Landlord also reserves the right to move Tenant's home, if such a move is necessary while making necessary repairs on the leased premises.
27. **Subordination of Lease and Power of Authority.** Tenant agrees that this lease is automatically subject and subordinate to any renewal of any mortgage or mortgages now or in the future.
28. **Notices.** Any notice given by one party to the other must be in writing and delivered or mailed to Tenant at the lease premises or to the Landlord address set forth in the beginning of the lease or other address that the Landlord may elect to use.
29. **Amendments.** These Rules and Regulations may be amended from time to time by Landlord on written notice to Tenant or by posting detailed Rules and Regulations governing the time and manner of all mobile home park recreational and common facilities. Tenant shall comply with all the Rules and Regulations governing the premises and the mobile home park, and shall also comply with all of the Landlord's changes and additions to the Rules and Regulations that are permitted by law.
30. **Saving Clause.** In the event that any provision or portion of this Lease and its Rules and Regulations shall be determined to be unenforceable, the balance of such provision(s) and all other provisions hereof shall continue to be in the full force and effect.