



# Hidden Hills Manufactured Housing Park Biddeford Maine

## Hidden Hills Housing Park

### COMMUNITY RULES

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Table of Contents	Pg
<b>INTRODUCTION</b>	<b>3</b>
<b>A. RIGHTS &amp; RESPONSIBILITIES</b>	<b>4</b>
1. Age-Restricted Community	4
2. Management Rights	4
3. Services Provided by Management	4
4. Tenant Complaints and Concerns	5
5. Safeguards and Alterations, Installations, or Construction	5
6. Liability and Indemnity	5
7. Insurance Coverage	5
<b>B. ENFORCEMENT OF RULES</b>	<b>5</b>
1. In General	5
2. Violations	5
3. Costs and Fees for Non-Compliance	6
4. Termination of Tenancy	6
<b>C. COMMUNITY TENANCY; ENTRANCE FEE; SUBLETTING</b>	<b>6</b>
1. Application for Tenancy	6
2. Entrance Fee	6
3. Subletting Prohibited	6
<b>D. RENT &amp; OTHER CHARGES; PAYMENT</b>	<b>7</b>
1. Rent	7
2. Returned Checks	7
3. Failure to Pay	7
4. Taxes	7
<b>E. OCCUPANCY</b>	<b>7</b>
1. Owner Occupancy; Number of Occupants	7
2. Additional Occupants	7
3. Visitors	7
4. Restrictions on Visitors and Occupants	7
<b>F. CONDUCT &amp; COMPLIANCE WITH RULES</b>	<b>8</b>
1. Prohibitions.	8
2. Quiet Hours	8
3. Dealing with Neighbors	8
4. Vacant Lots.	8
5. Property Damage	8
<b>G. CHILDREN</b>	<b>9</b>
1. Responsibility	9
2. Supervision and Conduct of Children	9
<b>H. PETS &amp; OTHER ANIMALS</b>	<b>9</b>
1. Responsibility	9
2. Types and Registration of Animals	9
3. Care of Pets	10
4. Removal of Animals	10

<b>I. HOME OCCUPATIONS &amp; BUSINESSES PROHIBITED</b>	<b>10</b>
1. Prohibition	10
2. Yard Sales	10
<b>J. CONDITION OF HOMES IN THE COMMUNITY</b>	<b>10</b>
1. In General	10
2. Standards	10
3. Appearance	11
4. Utility Access	11
5. Pests	11
6. Numbering	11
7. Porches, Decks, Other Additions and Improvements	11
8. Fire Prevention	12
9. General Aesthetic Standards and Compliance	12
10. Homes Damaged by Fire	12
<b>K. CARE OF GROUNDS</b>	<b>12</b>
1. General Lot Maintenance	13
2. Protection of Stormwater Facilities	13
3. Lawns	13
4. Gardens, Shrubs, and Trees	13
5. Trash Removal	14
6. Snow Removal	14
7. Clotheslines	14
8. Playground Equipment; Temporary Enclosures	14
9. Swimming Pools	14
10. Signs Restrictions	14
11. Firewood	14
12. Holiday Decorations	14
<b>L. UTILITIES</b>	<b>14</b>
1. Water and Sewer Service	14
2. Prevention of Water Line Freezing	14
3. Septic System	15
4. Electrical Service	15
5. Fuel Tanks	15
6. Tampering with or Disconnection of Utilities	15
<b>M. MOTOR VEHICLES</b>	<b>16</b>
1. Registration	16
2. Maintenance of Vehicles	16
3. Speed Limit and Safe Driving	16
4. Commercial and Recreational Vehicles	17
5. Parking	17
<b>N. REPLACEMENT HOMES</b>	<b>17</b>
1. Replacing a Home Already in the Community	17
<b>O. TRANSFER OF HOMES</b>	<b>17</b>
1. Requirement of Full Payment	17
2. Sale of Manufactured Housing/Requirements for Sale	17
<b>P. SEVERABILITY</b>	<b>18</b>
<b>Q. OPEN SPACE</b>	<b>18</b>
<b>R. AMENITIES</b>	<b>18</b>
<b>COMMUNITY FEE SCHEDULE</b>	<b>20</b>

## RULES INTRODUCTION

South Street Village LLC, the owner of Hidden Hills Manufactured Housing Community (referred to herein as the "Community"), intends to maintain and operate Hidden Hills as a quality residential community. The purpose and intent of these Rules is to promote the character of the Community as a peaceful, attractive, and enjoyable setting for all residents; promote order, safety, and harmony in the Community; and set forth the terms of lot tenancy. The Community's Management ("Management") strives to provide prompt and efficient service, as well as an enjoyable lifestyle in high-quality surroundings for all tenants.

Homeowners renting a lot in the Community are referred to as the "tenant" in these Rules. The term "resident" includes the tenant and any household members.

The term "household members" includes, in all instances, any tenant's spouse, or any other cohabiter or individual, authorized to reside in the tenant's home.

These Rules apply equally to tenants, their household members, and to any guests or visitors. These individuals are considered to be under the control of the tenant, and the tenant is responsible for any Rule violation(s) by any of these individuals.

### A. RIGHTS & RESPONSIBILITIES. (Housing for Older Persons Act 1995)

1. **Age-Restricted Community.** Hidden Hills is a 55 and older community. One owner-occupant must be at least 55 years old, and every other occupant must be at least 30 years old. Federal Law allows for 20% of owners to be younger than 55 years old, and Management reserves the sole right to determine when this will occur.
2. **Management Rights.** Management has all of the rights set forth in the Maine Mobile Home Park Law (10 MRS Chapter 953, Regulation of Mobile Home Parks, Landlord Tenant Relations), as well as all rights set forth in these Rules, and all other rights and abilities vested by law that are reasonably necessary to carry out Management's responsibilities, or that are reasonably necessary to enforce these Rules or to promote the peace and safety of the residents of the Community. Without limitation of the foregoing, Management reserves the right to inspect any lot or the exterior of any home in the Community at all reasonable hours.

### 3. Services Provided by Management.

- a. Regular Services.
  - Weekly curbside household trash removal.
  - Central mail and parcel delivery pick-up at the provided\_location in a USPS approved group box
  - Mowing of tenant lawn based on original installation size.
  - Plowing and/or snow blowing of the tenant's driveway and walkway to the door from the driveway. (See Fee Schedule for Additional Services)
  - Year-round ground maintenance of common areas, including lawn mowing during the growing season, spring and fall clean-up, and fresh mulching of planting beds. (See Sections

K3 and K4)

- Roads plowed and sanded as necessary, subject to weather conditions.

b. Additional Services offered for a Fee. (See Fee Schedule)

- Weeding and trimming of lawns. Snow removal of additional walkway, steps, and deck during inclement weather.
- Raking of roof edges.
- Interior and exterior routine checks for those who live in the community on a seasonal basis, or if you are out of town and want your home monitored.

**4. Tenant Complaints and Concerns.** All complaints or concerns should be submitted in writing, signed, and addressed to the Community Manager and deposited in the Hidden Hills on-site mailbox or emailed. Call Management at 207-450-7653 for serious concerns or complaints but call 911 for what is considered an Emergency.

**5. Safeguards and Alterations, Installations, or Construction.** Management reserves the right to require the addition of safeguards and/or alterations to personal property improvements if necessary to comply with the safety requirements of the Community's insurance carrier or to implement reasonable safety measures in general. Any alterations, installations, additions, or construction on lots must be approved in writing by Management in advance and conform to all applicable building codes.

**6. Liability and Indemnity.** Neither Management, nor the Community owner, is responsible for fire, theft, or damage, in any manner to any home, vehicle, or other property, of any resident, guest, or visitor, in the Community; nor for any injuries to, or death of, any person, arising from, among other things, storm damage, flooding, snow or ice, on any lot or other Community property. It is fully understood that each tenant, household member, visitor, or guest uses and occupies all Community property at their own risk. This provision may not be interpreted or construed to absolve the Community Owner, or its agents, from liability for their own willful acts or gross negligence.

Each tenant shall hold the Community Owner and Management harmless from any and all claims, expenses, damages, liabilities, 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, household members, visitors, or guests is responsible under these Rules.

Neither the Community Owner nor its Management may be held responsible for any interruption of services, or damages resulting or caused in whole or in part by conditions beyond its control.

**7. Insurance Coverage.** The Community carries standard property insurance, which does not cover loss or damage to the property of the Community's residents, nor injury or death to any persons, in situations where the damage results from a tenant's own negligence, failure to adhere to the Rules, or any condition that is within the control of the tenant. The foregoing is not intended to be an exclusive list of the items that are not covered by the Community's insurance, and additional losses, damages, or claims may not be covered for any variety of reasons. The failure to specify herein any type of loss, damage, or claim is not an admission of insurance coverage or of any liability for any such loss, damage, or claim. Tenants are required to purchase their own insurance coverage for their home and other possessions for liability purposes. Policy data is to be provided at move-in.

## **B. ENFORCEMENT OF RULES.**

**1. In General.** Any failure of a tenant, their household members, guests, or visitors to observe and comply with any of these Rules is considered unacceptable behavior, which may subject the tenant to eviction from the Community after written notice and an opportunity to comply.

**2. Violations.** Any tenant, their household members, guests, or visitors, who commits, or is responsible for, any violation of these Rules will receive at least one written violation notice with an opportunity to correct the violation within a time frame specified in the notice. Any tenant continuing violation of a provision of these Rules is subject to an eviction notice, with an opportunity to correct the violation within a timeframe specified in the notice. Tenants receiving five (5) violation notices (which includes non-payment of rent) within a 12-month period may be subject to an eviction from the Community pursuant to 10 MRS, §9097-B, Forcible

**3. Costs and Fees for Non-Compliance.** Tenants may be subject to payment of certain fees for failure to comply with Community Rules as defined in the Community Fee Schedule. Costs and reasonable attorney fees may be charged to a tenant who fails to pay rent or otherwise violates Community Rules whether or not a legal action is filed against the tenant.

**4. Termination of Tenancy.** Tenancy in the Community is at will and governed by these Rules. Any tenancy in the Community may be terminated for any of the reasons set forth in 10 MRS §9097(1), as it may be amended, or set forth in any successor provision as governed by 14 MRS §6002. A Notice of Termination (which may also be called an Eviction Notice, or other words of similar meaning) must be delivered by Management to the tenant. Without limiting the right to terminate tenancies for any of those reasons, each tenant's attention is specifically directed to the following reasons, any one or more of which may result in eviction:

- (a) Non-payment of rent, or other amounts, when due.
- (b) Failure to correct in a timely fashion any continuing violation of these Rules after notice.
- (c) Receipt of any five (5) Rule violations or non-payment notices in any 12-month period, even if timely corrected; and
- (d) Repeated conduct that disturbs the peace and quiet, or safety, of other tenants.

Management prefers to avoid evictions whenever reasonably possible. However, Management also intends to maintain the Community as a safe, attractive, and healthy environment for all tenants, and will evict tenants when necessary.

All tenants are encouraged to pay their rent and other charges on time, and to be sure to observe all Community Rules, and to make sure that those for whom they are responsible (household members (including children), guests, visitors, etc.) also observe all these Rules.

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.

### C. COMMUNITY TENANCY; ENTRANCE FEE; SUBLETTING.

**1. Application for Tenancy.** All prospective tenants of the Community and their household members are required to complete an Application for Tenancy. Management review will include a credit report and criminal background check. Management approval must be received prior to any property transfer or entrance into the Community. This includes any heirs or devisees of a deceased tenant who wish to reside within the Community or others who acquire an interest in a home by operation of law.

**2. Entrance Fee.** A fee for new tenancy (akin to an association fee) is required for tenancy as defined in the Community Fee Schedule.

**3. Subletting Prohibited.** Homes must be owner-occupied, and tenants are not permitted to sub-rent or sub-lease the rented lot, or any part thereof, or all or any part of any home on the lot. Tenancies are not transferable, and no home in the Community may be occupied by others, unless the new occupant is approved for entrance into the Community as a resident in accordance with all requirements of these Rules.

### D. RENT & OTHER CHARGES; PAYMENT.

**1. Rent.** The monthly lot rental amount for each lot in the Community is listed in the Community Fee Schedule, which may be revised or updated from time to time at the Community owner's discretion and with at least thirty (30) days' written notice to the tenant. All rent payments are due by the first day of each month.

Tenants are not permitted to deduct, or offset, any amounts that they may claim are owed to them by the Community from their monthly rent payments. The date when Management receives the payment will determine when it was received for the purpose of these Rules; neither the postmark on the envelope nor the date on the check will be taken into consideration as to whether or not the payment is made on time.

Post-dated checks are deemed received on the later date of actual receipt, or the date of the check, and not before.

**2. Returned Checks.** Any checks returned for nonsufficient funds (NSF), or otherwise will result in a service charge to the tenant in the amount outlined in the Community Fee Schedule. Any more than two (2) returned checks will require future payments to be made by cashier's check or money order.

**3. Failure to Pay.** See Community Fee Schedule

**4. Taxes.** Tenants are responsible for paying all municipal and other taxes on their homes and personal property on a timely basis.

### E. OCCUPANCY.

**1. Owner Occupancy; Number of Occupants.** All homes must be occupied by an owner aged 55 or older. No other permanent residents under the age of 21 are permitted. No more than four (4) persons are permitted to occupy any home in the Community, unless authorized in writing by the Management. Any individual not approved for residency is considered a visitor in the Community.

- 2. Additional Occupants.** Any additional occupants to the household must be approved by Management, by completion of the application process, prior to moving into the Community. Additional monthly fees may apply.
- 3. Visitors.** Overnight visitors are permitted on a temporary basis. However, visitors may not remain as overnight guests in any home for a period of more than thirty (30) days within a sixty (60) day period without the homeowner first applying for Community entrance through the formal application process.
- 4. Restrictions on Visitors and Occupants.** No tenant may have as an overnight visitor, or as a permanent resident in any home, any person who has been:
- a) evicted from the Community based on any violation(s) of these Rules other than non-payment; or
  - b) convicted of any crime that occurred on Community property, or that occurred while the individual was a resident of the Community, where the victim of the crime was a community resident, or
  - c) a perpetrator of an incident, or threat, of domestic violence, sexual assault, or stalking, or
  - d) convicted of a sex crime (including, but not limited to, rape, statutory rape, and unlawful sexual contact), or any felony conviction unless Management specifically waives this restriction in writing with respect to a particular circumstance and a particular individual, which Management has no obligation to do.

## **F. CONDUCT & COMPLIANCE WITH RULES.**

- 1. Prohibitions: The following are prohibited at all times in the Community:**
- a) Loud parties outside of quiet hours (see below)
  - b) Shouting, fighting, or other forms of disorderly behavior.
  - c) The public consumption of illegal drugs.
  - d) No open fires; however, when operated properly and in good working order, UL-approved chimineas, charcoal grills, gas grills, hibachis, and management-approved fire pits, may be used.
  - e) Absolutely no firearms, BB guns, paintball guns, or fireworks may be fired or discharged in the Community under any circumstances.
  - f) Trampolines, swimming pools, playground equipment, and/or basketball hoops on rented lots (freestanding, mounted, or otherwise).
  - g) Assault, or the threat of assault, harassment, intimidation, or other interference with Management or other employees, or damage or threat of damage, to any Community property.
  - h) No peddling or soliciting of any kind. This is not intended to prevent sales "parties" (e.g. Avon parties) from being held by a resident of the Community, involving only previously invited guests.
  - i) Storage of any materials or substances that pose a fire hazard, are toxic or hazardous, or that are likely to attract insects or rodents.
  - j) Interference with any other tenants' quiet enjoyment of their home and lot.
  - k) Feeding, or other care, of stray cats, dogs, or feral creatures.
  - l) Storage of materials or equipment for any commercial enterprise.



**2. Quiet Hours.** Noise that can be heard outside of the home is to be kept to a minimum between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 11:00 p.m. and 7:00 a.m. on weekends (Friday and Saturday). No unnecessary noise may be audible outside of the home during those hours. Management may change these hours based on community functions.

**3. Dealing with Neighbors.** Complaints of Rules violations should be reported in a signed letter to Management. In the event of after-hours disturbances or in case of an emergency, tenants are requested to contact the police department for corrective action and advise Management in writing 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.

**4. Vacant Lots.** Vacant lots are Community property and are not to be disturbed, entered, or used for any purpose whatsoever.

**5. Property Damage.** Any damage caused to any property or equipment in the Community by any tenant, their household members, visitors, guests, or invitees, is the financial responsibility of the tenant to correct, regardless of whether such damage was caused negligently, intentionally, inadvertently, or otherwise. The damages will be measured by the restoration or replacement cost to correct the same, in Management's discretion. Such damages are deemed additional rent and are due and payable thirty (30) days after Management has provided written demand for payment.

## **G. CHILDREN.**

**1. Responsibility.** Tenants are held responsible for any property damage or injuries caused in whole or in part by visiting children, and for any violations of these Rules by them. Tenants may be fined for violations of these Rules committed by their visiting children, after notice and an opportunity to comply, as though the violations had been committed by the tenant themselves.

**2. Supervision and Conduct of Children.** Each tenant is responsible for always providing adequate supervision of their visiting children while they are in the Community. Tenants must not permit their children to enter any Community buildings or enter any other areas designated by Management as prohibited, whether for safety reasons or otherwise. No one is permitted to play or loiter on empty lots, in the streets, or to trespass on other tenants' lots. Furthermore:

- a) For their safety, children must never play with riding toys in parking lots or common areas.
- b) Bicycles, tricycles, and toys must never be left in any of those areas; nor in any street; and must be stored at the end of each day.
- c) Throwing rocks, digging on lots, destruction of trees, or other Community property is not permitted.
- d) Children may not operate any vehicle in the Community except in compliance with the State's driver's license regulations.

## **H. PETS & OTHER ANIMALS.**

- 1. Responsibility.** No pets are permitted without the prior written consent of Management. Tenants are fully responsible for the actions of their pets and are financially liable for any damage they cause to Community property, the property of other tenants, and for any personal injuries

(including death) resulting from their pets. Pets must not disturb the rights, comfort, safety, or convenience of other residents or their visitors. Undue noise, aggressive behavior toward people or other pets, digging, or any other unruly behavior or violation of these rules by a pet may result in the animal's removal from the community. All dogs in common areas, with the exception of the designated dog park, must be kept on a leash at all times.

**2. Types and Registration of Animals.** No more than three (3) pets per home are allowed. All pets must be registered with the Management prior to taking residency in the Community (see below).

No wild or exotic animals, farm animals, or venomous or otherwise dangerous animals are permitted to be kept in the Community, whether as pets or otherwise. A reasonable number of fish, birds, and/or constantly caged small (under 4 pounds) indoor animals, such as hamsters, gerbils, or guinea pigs, are permitted without registering with Management.

Approval of any dog or cat is contingent on completion of a "Pet Information" sheet; presentation of proof that the animal is properly licensed pursuant to municipal requirements; and submission of a certificate from a licensed veterinarian stating the animal has received all required and advisable immunizations and has been spayed or neutered. This information must be updated and kept current with the Community office on an annual basis.

Due to insurance requirements and the safety of other residents, the Community prohibits potentially aggressive breeds and cross-breeds including, but not limited to, all pure breed Pit Bulls (American Staffordshire Terriers), Doberman Pinschers, Chow-Chows, Rottweilers, Wolf or Wolf Hybrids, German Shepherds, Siberian Huskies, Malamutes, Akitas, Great Danes, Perro de Presa Canarias, Bull Mastiff or Mastiffs, Dalmatians, or any other dog that has any of the above breeds in their lineage unless approved, in writing, by the Management.

**3. Care of Pets.** Dogs and cats should not be left outside unattended at any time, day or night. Doghouses, outdoor cages, ropes, chains, and other outdoor enclosures, intended to house or contain any pet or other animal, are strictly prohibited. Whenever pets are outside the home, they must be kept on a leash or within an invisible fence. Any pet or other animal found loose in the Community is subject to being picked up by the Animal Control Officer.

Animal waste deposited anywhere in the Community must be removed immediately by the person responsible for the animal. Pets are not permitted to trespass on other tenants' lots.

**4. Removal of Animals.** Tenants with registered pets in violation of these Rules will be given written notice of the violation and an opportunity to comply. If the violation continues or recurs, the Community may require removal of the pet from the Community. The Community reserves the right to require immediate removal of any unregistered pet or any pet with a history of aggressive behavior and/or prior or current dog bite history; or otherwise injures a person or other pet; or is deemed in the sole discretion of Management to be a threat to the health or safety of other residents.

## **I. HOME OCCUPATIONS & BUSINESSES PROHIBITED.**

1. No home occupation, business, or commercial activity (including Day Care / Babysitting), may be conducted in the Community at any time. Usage of lots is strictly residential.
2. Individual yard sales are not permitted. One Community-sponsored yard sale may be held each year.

## **J. CONDITION OF HOMES IN THE COMMUNITY.**

1. **In General.** The following Rules set standards for homes in the Community and are applicable at all times with respect to all homes. Management can conduct an inspection of the exterior of all homes, accessory structures, and lots, to confirm compliance with these Rules. Tenants who own homes that fail to meet the standards contained herein will be given written notice and a reasonable opportunity to correct any deficiencies to meet these standards. If the home is not brought up to these standards, Management may elect to complete work at the tenant's expense or in extreme cases, may pursue eviction to have the home removed from the Community.
2. **Standards.** The original or replacement components of all homes or structures must be in a safe and secure condition, without holes, rust, substantial dents, scrapes, patching, or fading. All components of homes must remain compliant with all applicable Federal, state, and local building codes, including but not limited to the exterior siding, roof, windows and doors, steps and handrails, plumbing, heating and electrical systems, anchoring system, skirting, or electrically wired smoke detectors. All plumbing and heating systems must always be operable and compliant with all HUD and local codes. All electrical service and wiring must be in accordance with the specifications of the edition of the National Electrical Code or HUD Standards in effect on the date of the manufacture of the home.
3. **Appearance.** All homes entering the Community, or any replacement siding installed, must be of vinyl, Hardie board, or residential finish siding, in a clapboard style. To the extent that it is reasonably feasible, all replacement roofs must be of a 5/12 pitched cottage style. Skirting must fully enclose the area between the home and the ground and be of vinyl or comparable good quality material. Skirting must be replaced when deteriorating or damaged, and installed in accordance with the management's installation instructions, unless replacing with identical material and color. Any color change must be approved, in writing, by Management.
4. **Utility Access.** Opening(s) not less than eighteen (18") in any dimension, fully covered with an access door panel, not less than three (3) square feet in area must be provided and located so that any water supply and sewer drain connection located under the home is accessible for inspection and repairs. Access panels and doors may not be fastened with locks, or in a manner that requires the use of a special tool to remove or open them.
5. **Pests.** The extermination 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.
6. **Numbering.** E911 street numbers must be visible from the street on the outside of the home.
7. **Porches, Decks, Other Additions and Improvements.**
  - a. Improvements: Tenants may not make additions or improvements to their home or lot without first obtaining Management's written consent. Any additions or improvements

approved by Management must be made solely at the expense of the tenant and in strict compliance with Management's approval, with no rights to improvements being made at the Community Owner's expense.

- b. Additions: An "Addition" to a home is defined to include all steps, porches, awnings, decks, windbreaks, and other improvements and installations, as well as all alterations to existing construction and exterior improvements and installations. "Additions" also include any separate Accessory Structures, which are defined to include all storage sheds, utility buildings, patio rooms, add-a-rooms, and all other structures not integral to a home.
- 1) Prior to the construction of any Addition or Accessory Structure to any home or lot, the tenant must submit a scaled drawing of the design, color (paint, stain, or finish to match the home), size, materials, and construction location.
  - 2) Any Addition or Accessory Structure constructed without the written approval of, or not in accordance with the approval of the Management may be required to be removed immediately by the tenant at their expense. If not removed in a timely manner, Management has the right to enter the lot and remove all such unapproved Additions at the tenant's expense.
  - 3) Additions or Accessory Structure must be harmonious with the rest of the home in style, form, exterior materials, and general appearance. Additions or Accessory Structures must be of wood or any other material that is designed to withstand exposure to the elements without deterioration or damage and is designed to have and retain an attractive appearance.
  - 4) Additions or Accessory Structures must be properly constructed in a workmanlike manner, using good quality materials, in accordance with the approval granted by Management and all applicable building codes, and completed within 60 days of the beginning of the construction, unless an extension is granted by Management. Building permits must be posted during construction.
  - 5) Additions and Accessory Structures must be kept in good, safe, attractive, and non-deteriorated condition at all times.
- c. Accessory Structures.
- 1) One shed per lot is permitted and must not exceed the maximum of Two hundred (200) square feet. Sheds must be of wood construction, with a shingle roof and sided with clapboard, vinyl, or Hardie Board, material to match the color of the home. No shed additions of any type are allowed. The height of any Accessory Structure or Addition, such as a garage or shed, must be equal to or lower than the roof peak of the home.
  - 2) No fences or fence structure, which includes any temporary lawn fence, are permitted in the Community without approval.
  - 3) Management reserves the right to approve fencing around the lot, an approved hot tub, garden fencing, and invisible pet fencing.
  - 4) Hot tubs are permitted at the rear of the home, but for insurance and safety purposes must be fenced or covered by a locked, commercial cover. Fencing around a hot tub must be limited to the area immediately surrounding the hot tub.

- 5) Satellite dishes over 18" in diameter, and antennas (of any kind) outside the home, are not permitted.
- 6) Carports on property are not permitted

**8. Fire Prevention.** No liquid petroleum, propane or similar gas tanks may be stored inside or under any home or structure. Fuel tanks must be properly installed by an authorized installer and must be placed at the same location as originally installed unless a new location has been approved by Management in writing. No flammable materials, including but not limited to gasoline and kerosene, may be stored under or within the home. Tenants are encouraged to keep fire extinguishers at their homes in working conditions and to properly maintain adequate smoke and carbon monoxide detectors.

**9. General Aesthetic Standards and Compliance.** In addition to standards set forth above, tenants must keep their manufactured home exteriors, siding, porches, awnings, decks, stairs, skirting, and any other exterior or Accessory Structures clean, neat, and in good condition and repair, including painting or pressure washing as needed. Any existing porch, awning, deck, stairs, skirting, roof siding, or any other exterior structure which, in the opinion of Management, is unsightly, unsafe, unsanitary, or in poor repair, must be replaced, repaired, or removed, by the tenant upon written notice from Management. This repair, replacement, or removal must be done in a good and workmanlike manner. Tenants must complete the repair, replacement, or removal, within the timeframe given by the written notice, unless a written extension is obtained from Management.

**10. Homes Damaged by Fire.** Any homes damaged by fire, so that they become uninhabitable, or so that its exterior walls are burnt, paint peeled, windows broken, or smoke damaged, so that it appears unsightly, must be removed from the Community at the tenant's expense within forty-five (45) days after written notice from Management, regardless of insurance company representations regarding settlement.

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 ninety (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 of the home from the Community or repair of the home, the tenant must close the home and completely cover any unsightly or dangerous parts of the home and any debris to minimize the risk that it poses to others within the Community. If the tenant has worked in good faith to repair the property and appears will exceed the 90 (ninety-day) time period, an extension may be granted by Management.

## **K. CARE OF GROUNDS.**

**1. General Lot Maintenance.** Except as otherwise specifically set forth in these Rules, it is the responsibility of tenants to always maintain their entire lot in a good and attractive condition and in good repair, at the tenant's expense. Grounds must be kept clean, neat, and uncluttered. No discarded or abandoned materials, unnecessary items, building materials, trash, junk, debris, or excessive lawn decorations that create a cluttered appearance may be kept, stored, left, or

abandoned outside the home or an accessory structure. Screen rooms may not be used as a storage area. Toys, bicycles, etc., must be put away (not left outside) at the end of each day.

All flowers, shrubs, and resident-installed landscaping must be kept neat and attractive at all times. All tools, wheelbarrows, or other equipment are to be stored out of sight in sheds when not in use. Items not considered lawn furniture, lawn ornaments, or grills, must be stored out of sight in the home or shed. No unsightly storage of any items is permitted at any time. Management may issue a notice of violation to any tenant whose lot is not properly maintained, or whose lot is or contains an eyesore, and to require that the lot be cleaned and restored to an attractive condition within thirty (30) days or a shorter time frame that is reasonable under the circumstances. If any lot is not properly maintained after written notice, Management reserves the right to take all necessary steps to clean and maintain the lot.

All costs of lot maintenance and cleaning by Management are charged to the tenant in accordance with the Community Fee Schedule.

**2. Protection of Stormwater Facilities.** No action may be taken by tenants that will increase the risk of discharge of pollutants to groundwater from the infiltration basins. No exterior petroleum tanks are permitted within the Community. Vehicle washing with non-biodegradable detergents is prohibited on Community grounds. Unsecured storage of waste materials (oil, lubricants, etc.) in areas draining to infiltration basins is prohibited. Alteration of lot grading is not permitted.

**3. Lawns.** It is the tenant's responsibility to keep lawns fertilized and reseeded as needed. It is the responsibility of the tenant to rake and remove leaves and any other yard debris on an as needed basis, other than during the provided Spring and Fall cleanup. If leaves or other debris are not removed, Management reserves the right to rake the lawn and charge the tenant the applicable maintenance service fee as described in the Community Fee Schedule.

**4. Gardens, Shrubs, and Trees.** Shrubs, trees, and reasonably sized gardens are allowed, but require prior written approval of Management. Tenants may not nail or in any way attach hardware to any trees within the Community. Tenants may not trim or remove trees without permission from Management. Tenants wishing to remove trees from their lot must first have the trees inspected and approved for removal by the Management. A permission form must be obtained from the office, which will be valid for 30 days from the date issued and the person doing the work must carry adequate liability insurance. Within 7 days from the date the tree was cut down, tenants are required to remove from the lot: all parts of the tree, including branches, trunk, and stump. Management is not responsible for any damage to planting due to snow plowing, road treatment, the need to access underground systems, or other causes.

**5. Trash Removal.** All trash containers must be kept in a storage shed or toward the rear of the home. No trash is to be stored outside at any time unless kept in a durable trash container with a secure lid. Trash containers are to be brought out to the street on collection days and removed the same day of collection. The tenant must clean up any scattered trash or garbage as soon as possible, or the Community will clean it at the tenant's expense.

**6. Snow Removal.** Management is not responsible for the plowing or shoveling of steps and decks at the end of the snowstorm. Tenants are responsible for all ice removal of driveways, walkways, steps, and decks, and must at all times maintain a clear path to all doors. Tenants are responsible for any damage caused by plowing done by another party at their request. All obstacles, such as rocks or lawn ornaments, must be at least eight (8) feet from the roadway edges during the winter. All tenants

must park in their allocated driveway only and must not park on the street at any time during the snow removal process. Management reserves the right not remove the snow in a driveway if one or more vehicles are in the driveway during or after a snow event.

**7. Clotheslines.** Only retractable clotheslines are permitted, and no clothes are permitted to be left hanging out overnight.

**8. Playground Equipment/Temporary Enclosures.** Volleyball or badminton nets may be utilized at the rear of the home but must be neatly stored when not in use. Swing sets or playground equipment are not permitted. Screen rooms and tents may be installed on a temporary seasonal basis and must be maintained and kept in good condition. Management may require their removal should their condition deteriorate, or the duration of use be excessive. Management can also limit the size or the area of the lot where a screen room or tent can be located. Screen rooms and tents may not be used for storage purposes. Free standing temporary canopy car covers of vinyl or other material may not be used.

**9. Swimming Pools.** No swimming pools, of any kind, are allowed on rented property

**10. Sign Restrictions.** Signs are not permitted on lots, homes, or elsewhere on Community property, at any time except realtor or "For Sale" signs which do not exceed 2' X 3'.

**11. Firewood.** Management reserves the right to approve the location of stacked firewood. Any tenant with a wood stove or fireplace may store wood, neatly stacked, to not be visible facing the road, in a location to the rear of the home. Cutting firewood with chain saws is permitted with consideration of neighbors due to the noise and must be in accordance with noise ordinance of the Community. All wood 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.

**12. Holiday Decorations:** All holiday decorations must be removed within 14 days of the holiday.

#### **L. UTILITIES.**

**1. Water and Sewer Service.** Each tenant is responsible for keeping in good condition and repair at their own expense, all water and sewer lines and fixtures in and under the home, up to the point where the service lines penetrate the ground or slab.

**2. Prevention of Freezing Water Lines.** Water lines, from the point of surfacing in the ground well to the home connection point, must be protected against freezing by the use of adequate heat tapes and pipe insulation, maintained at the tenant's expense. Tenants must not leave water running to prevent freeze-ups. Any damage to the common utilities or other damage to the water meter or plumbing for that lot or the Community, resulting from any tenant's failure to comply with this provision, will be repaired at the tenant's expense and be charged as additional rent.

**3. Sewer System.** Use of garbage disposals, and the flushing of garbage, sanitary napkins, paper towels, disposable diapers or wipes, prophylactics, cigarettes, cigars, grease, powdered laundry detergent, or any other non-soluble item or substance, in toilets and drains is strictly prohibited. Doing so may cause a backup in the septic systems and lead to unsafe conditions. Any cost of correcting clogged drains or other sewerage problems that are due to any improper actions of the tenant, or of others for whose actions the tenant is responsible, are charged to the tenant. Tenants will be responsible to pump the septic tank at their expense at least every three years.

**4. Electrical Service.** The Community is responsible for the maintenance and repair of all underground wiring and electrical equipment from the outside disconnect located near the meter to the circuit breaker box in the home. The tenant is responsible for the circuit breaker within the home and all wiring in the home. Written management approval is required for any additional service originating at the home including but not limited to sheds or outside lighting. Such wiring must be installed and maintained as necessary by the tenant at their expense, in accordance with all applicable state and local codes.

Tenants must contact Management immediately in the event of any electrical problem. Tenants are prohibited from attaching any objects in any manner to electric utility poles or exterior breaker boxes. Damages occurring due to an unauthorized increase is the tenant's responsibility.

**5. Fuel Tanks.** Only propane/LP will be permitted and must be installed and maintained in accordance with all applicable federal, state, county, and local codes, laws and regulations governing the same.. In the event of any spillage of any type of liquid fuel, the area of the spill must be cleaned in strict compliance with all federal and state environmental standards at the tenant's expense. Any spillage of hazardous substance must be reported to Management immediately.

**6. Tampering with or Disconnection of Utilities.** Interfering with, tapping into, or otherwise tampering with, any utilities or utility installations in the Community, including but not limited to Community utility connections, meters, or other installations, is extremely dangerous and strictly prohibited. Water meters are owned by Maine Water Company and may only be disconnected by them. Any costs to repair or replace water meters damaged due to a tenant's conduct or negligence are at the tenant's expense.

#### **M. MOTOR VEHICLES.**

- 1. Registration.** All resident vehicles kept in the Community must be currently licensed, registered and always inspected. Temporary plates on vehicles must be replaced by permanent plates within the time frame required by law. No unregistered, un-inspected, or inoperable, motor vehicles of any size or type are permitted in the Community, and any tenant with such a vehicle in the Community is in violation of these Rules. Any such vehicles are subject to being towed away by Management, at the owner's expense and risk.
- 2. Maintenance of Vehicles.** Tenants are permitted to perform only minor maintenance of short duration on vehicles within the Community. Damage to paved parking areas or driveways caused by leaking gas, oil, or other automotive fluids, must be repaired by the tenant at the tenant's expense. No tenant will be allowed to keep any vehicle at their lot that is unsightly, including various parts being different colors, excessive rust, flat tires, etc. No tenant is to use their lot for extended mechanical repairs.
- 3. Speed Limit and Safe Driving.** The Speed limit within the Community is 15 MPH. There must be no squealing of tires, joy riding, or reckless driving. All vehicles are subject to reasonable noise levels. Speeding, driving under the influence of drugs or alcohol, or other unsafe behavior by any tenant or by the tenant's household members, guests, or invitees will not be tolerated. Violation of this Rule will result in a violation notice, and failure to comply after notice of the violation may result in eviction.



4. **Commercial and Recreational Vehicles.** Tenants may not keep any commercial truck over 1- ton on their lot. No campers, RVs, boats, utility trailers, or recreational vehicles, snowmobiles, ATVs or motorized go-carts may be parked on the lot or in the driveway. Recreational vehicles, including but not limited to; motorized dirt bikes of any kind, snowmobiles, ATVs or motorized go-carts, may not be driven on Community property. Driveway parking of campers and/or RVs is permitted for a maximum period of 48 hours while loading or unloading, after which time the vehicle must be removed from the lot. Golf Carts both LP and Electric are encouraged to be used in the park in place of a car or truck.
5. **Parking.** The maximum number of vehicles kept in the Community is three (3) vehicles per home. Management approval must be obtained for driveway parking of additional vehicles. No commercial vehicles will be allowed to park overnight in a tenant's driveway. No vehicle may be parked within ten (10) feet of any fire hydrant. On-street parking is not permitted. Any vehicle parked overnight in an unauthorized place is subject to being towed at the owner's risk and expense without prior notice. Vehicles may not be parked on the grass. Any vehicle parked on a street during snow removal actions is subject to towing without prior notice at the owner's expense. Guest parking is not permitted except in the driveway of the home or visitor parking area.

#### **N. REPLACEMENT OF HOMES.**

**1. Replacing a Home Already in the Community.** Tenants who wish to remove their existing home in order to buy a new manufactured home to be placed on the same lot and pad must provide Management with thirty (30) days' written notice of their intent to replace the home. Existing homes may only be replaced with new manufactured homes which meet all HUD standards and are installed in accordance with Federal, state, and local regulations or ordinances, the manufacturer standards, and these Rules with a Home supplied by Hidden Hills.

#### **O. TRANSFER OF HOMES.**

1. **Requirement of Full Payment.** Before any home may be removed from the Community, sold, or occupied by a new tenant owner, all rental payments and all other charges and fees due must be paid to Management in full, with written verification that all real estate and personal property taxes have been paid to the local municipality.
2. **Sale of Manufactured Housing/Requirements for Sale.** Tenants have the right to sell their home to whomever they choose. Homes to remain in the Community must be safe, sanitary, and in compliance with applicable aesthetic standards. Buyers of homes to remain in the Community must be approved for residency through the application process prior to the conveyance.

A thirty (30) day notice to Management is required prior to the proposed date of sale or removal of a home. Homes remaining in the Community are subject to a pre-sale inspection of the exterior of the home, additions, and lot, by Management within three (3) days of receipt of intent to sell for compliance with these Rules.

Management will provide a written notice of any repairs, improvements, or lot maintenance, required prior to an in-Community sale. Removal of non-conforming structures may be required. Management will re-inspect the home and lot for compliance prior to the sale.

**P. SEVERABILITY.**

If any 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 does not affect the validity or enforceability of these Rules with respect to any other individuals or situations, and does not, in any event, affect the remainder of these Rules, which remain in full force and effect as though the invalid or unenforceable provisions were not included herein. The partial invalidity of any Rule does not affect the enforceability of the remainder of that Rule.

**Q. OPEN SPACE.**

The open space for the park includes all areas within the borders of the park that are not located on one of the designated lots, maintenance areas, recreational areas, or in any street right-of-way. It shall be managed as follows:

1. The open space in the park shall be for the recreational use of park residents and guests only.
2. It shall be maintained in its natural state unless it creates a fire hazard, at which time it will be addressed accordingly.
3. Walking trails are not to be constructed by residents or guests. No trails allowed within designated forested buffer areas.
4. No wetland alterations are permitted, and no crossing of wetland in the form of a trail system will be permitted.
5. Every other year, Hidden Hills will hire an arborist to walk the open space to determine the existence of an invasive species and deal with it appropriately, as well as identify any dead or dying trees that should be removed, which may create a liability.
6. All leach field beds will be inspected every 5 years for concerns of possible failure/leakage.
7. Street drains will be inspected/cleaned every other year to maintain and confirm proper functioning.
8. The stormwater facilities will be inspected per the approved MDEP Site Location Permit schedule.
9. Once a year pick up and remove fallen limbs and branches from the cemetery.

**R. AMENITIES.**

All amenities provided in the park are for the tenants' use and enjoyment as well as their guests. The following are rules that apply to all amenities.

- All amenities must be used in a proper and safe manner.
- Tenants and their guests are fully responsible for their safety while using amenities.

**Dog Park:** The owner of a dog using the dog park is responsible for keeping the dog leashed to and from the park. While inside the fenced area of the dog park, the owner of the dog is responsible for the dog's behavior with other dogs and tenants inside the dog park. Any dog found to be aggressive will be banned from the park and management reserves the right to require the tenant to remove the dog permanently from the park. All dog droppings must be bagged and removed from the dog park and disposed of properly.

**Club House/Community Building/Gym:** The use of the Community building and Gym area, along with its restrooms, is for the tenants and their guests. Tenants and guests will take care of the area they use and not leave trash or other messes behind after each use. The use of the Community Building and Gym is at the sole risk of any tenant or their guests, and they agree to hold management and park owners harmless of any liability or accident that may happen. The hours of availability for the Community Building/ Gym/ and restrooms are from 8 a.m. to 8 p.m. unless otherwise noted by management.

**Tennis Court:** Tennis Court Rules 1. Use Court at Own Risk. 2. No Food, Glass or Alcoholic Beverages. 3. No Pets. 4. No Bicycles, Roller Blades, Or Skateboards. 5. Proper Footwear Required. 6. Children Under the Age Of 14 must be accompanied by an adult. 7. Court For Residents and Their Guests Only. 8. Do Not Abuse Net or Other Equipment. 9. Court Hours From 8 a.m. to dusk.

**Pickle Ball Courts Rules:** 1) Use the court at your own risk. 2) No food, glass or alcoholic beverages. 3) No pets. 4) No bicycles, roller blades, or skateboards. 5) Proper footwear is required. 6) Children under the age of 14 must be accompanied by an adult. 7) Court for residents and their guests only. 8) Do not abuse the net or other equipment. 9) Court hours 8 a.m. to dusk.

**Fire Pits:** State or Local law may require a permit to have an open fire: Keep flames less than 3 feet high and less than 3 feet wide. Keep children and pets at least 5 feet away from the fire - Do not use any flammable liquid to start the fire - Keep fire at least 15 feet away from combustible items - An adult always needs to be present - Extinguish with the drown-stir-drown method of dumping water on the fire - **If it is too hot to touch it is too hot to leave - Remember if your clothes catch fire stop, drop, and roll away from the fire while covering your face**

**Inground Pool:** All Bathers must take a cleansing shower with warm water and soap before entering the pool, A bather leaving the Pool to use the toilet shall take another cleansing shower before returning to the Pool, Food and/or Drink is prohibited in the Pool water, No Glass Allowed in the Pool Area, Alcoholic Beverages are prohibited, any person suspected of being under the influence of alcohol or drugs shall be prohibited from entering The Pool, pets or any animals are not allowed in the enclosure except for Service Animals, no running or horseplay on The Pool Deck, spitting, spouting water, or blowing the nose in The Pool is prohibited, no smoking except in designated smoking areas, bathers must wear appropriate swim attire. Street clothes and shoes are not allowed in the water, any person known or reasonably suspected to have a Communicable Disease; Skin Lesions; Sore or Inflamed Eyes reasonably believed to have been caused by a Communicable Disease; or mouth, nose, or ear discharges, shall be restricted from using The Pool, any child not potty trained, must wear snug fitting plastic pants or a water resistant swim diaper, children shall not use pool without an adult in attendance, Management as the right to

ask any tenant or their guest to leave for non-compliance with the above rules.

**Yard Games (Corn Hole-Bocce Ball-Horseshoes):** Always have an adult supervising

Clothing: Wear loose, lightweight clothing and sturdy shoes with traction

Sun protection: Wear sunscreen, a hat, and sunglasses

Hydration: Bring plenty of water and take breaks in the shade

Safety equipment: Make sure children wear proper safety equipment

Weather: Come inside if it's raining or there's thunder

**Gazebo:** All tenants and their guests who use the Gazebo use it at their own risk. Any trash or belongings must be removed from the Gazebo area immediately after use.

#### COMMUNITY FEE SCHEDULE

**Effective: 05/01/2024**

<u>Item:</u>	<u>Charge:</u>
<u>Entrance Fee (Non-Refundable)</u>	
Purchase of an Existing Home (2 x lot rent).....	\$ 1,150.00
<u>Monthly Lot Rent</u>	<u>\$ 575.00</u>
Late Fee (4% of monthly rent)     \$ 23.00	
<i>(Due if rent is not paid by the 15<sup>th</sup> day of the month)</i>	
<u>Eviction/Default Service Administration Fee</u>	<u>5% of the outstanding rent</u>
<i>(Due as of date notice is served)</i>	
<u>NSF (Returned check) Fee</u>	<u>\$ 35.00</u>
<u>Maintenance Service Fee</u>	<u>\$ 60.00/hour (\$30.00 minimum)</u>
<u>Water Service</u>	<u>Maine Water Company (tenant</u>
responsibility)	
<u>Sewer Service</u>	<u>No Charge other than pumping of tank</u>
(tenant responsibility)	
<u>Rules Violation Fees</u>	<u>\$ 15.00 (first notice)</u>
	<u>\$ 50.00 (second notice)</u>
	<u>\$ 100.00 (third notice)</u>

All payments should be delivered to the Community's on-site representative or mailed to:  
Hidden Hills 762 Main Street, South Portland, Me 04106

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**NOTE:** Management reserves the right to change fees including lot rent upon a 30- day notice in accordance with 10 MRS, Part 11, Chapter 953, §9093. And any other state laws governing park fees.

**IT SHOULD BE NOTED THAT IT WILL NEVER BE THE INTENT FOR THE PARK TO EVICT A TENANT. EVICTIONS WILL ALWAYS BE THE LAST AND FINAL ATTEMPT TO CORRECT VIOLATION(S).**