

# **Blackberry Hill Village**



**A 55+ Community**

**Berwick, Maine**

**Rules and Regulations**

**Effective December 1, 2022**

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## A. RIGHTS AND RESPONSIBILITIES

### 1. Definitions.

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

### 2. Equal Housing Opportunity.

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

### 3. Management Rights.

Management shall have all of the rights set forth in the Maine Mobile Home Park Law (10 MRSA Chapter 953), as well as all rights set forth in these Rules, and all other rights and abilities 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 Park. Without limitation of the foregoing, Management reserves the right to inspect any lot or the exterior of any home in the Park at all reasonable hours.

### 4. Services Provided by Park Owner.

- a. Roads will be plowed by Park Owner as deemed necessary based on weather conditions.
- b. Maintenance of roads and underground utilities up to the point of connection to home as defined in Section J - Utilities.
- c. Driveways will be plowed, at the completion of the storm after the roads have been cleared. Tenants are responsible for moving vehicles when plow arrives onsite.
- d. Spring and Fall cleanup includes all lots and community gardens consists of removing leaves and debris from lawn areas and beds, pruning dead broken branches, applying fertilizer, mulching, weed control, and lime treatment.
- e. Mowing lawns as deemed necessary (as determined by park owner).
- f. Managing the irrigation system and timing as well as arranging for spring turn on and fall draining.
- g. Weekly curbside pick-up of ordinary residential household trash.
- h. Replace lamp post "dusk to dawn" light bulbs to maintain consistency.

### 5. Communication with Management.

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

6. **Use of Amenities.** Tenants are eligible to use the pickleball court, and any other amenities as added, on a first-come first-served basis and at their own risk.
7. **Liability and Indemnity.** Neither Management nor the Park owner or its agents is responsible for fire, theft, or damage in any manner to any home, vehicle, or other property of any resident or visitor of the Park, nor for any injuries to, or death of, any persons, it being fully understood that each tenant uses and occupies all Park property at his or her own risk; provided, however, that this provision shall not be interpreted or construed so as to absolve the Park owner or Management from liability for their own negligence or that of their agents.

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

8. **Insurance Coverage.** The Park carries standard property insurance. The Park's insurance policy does not cover loss or damage to the property of the Park's residents, or injury or death to any persons, in situations where the damage results from a resident's own negligence, failure to adhere to the Rules and Regulations, or any condition that is within the control of the resident. All residents must carry homeowner's insurance with personal liability. Residents must advise the office and provide a copy of the declarations page when changing insurance carriers or renewing their policy. Insurance information must be updated periodically by providing the office with proof of renewal on or before the expiration or renewal date as stated in the policy.
9. **Management Intentions.** In the process of developing these Rules and Regulations for the general population of residents, we recognize there will be certain items that are not addressed. However, if brought to the attention of Management, we will rule on them keeping in mind the overall safety of residents and what is considered in good taste for a normal person in the sole opinion of management.

## **B. PARK RULES & ENFORCEMENT.**

1. **In General.** These Rules were developed to promote the health, safety and welfare of all tenants, their household members, guests, and invitees. Your cooperation in observing these Rules will help to assure all residents equal enjoyment of their homes and the entire community. Management endeavors to enforce these Rules in a fair and consistent way. Any failure of a tenant to observe and comply with any of these Rules will be considered unacceptable behavior, and a serious violation of the conditions of tenancy, which may subject the tenant to eviction from the Park. Tenant understands that any area of the park may be under video surveillance at any time.
2. **Waivers.** When special circumstances require, Management shall have the right to waive any of these Rules with respect to any one or more residents, to prevent injustice or to take due account of any special considerations. Waivers must be in writing to be effective and signed by a representative of

the Park Owner. Any waiver of one requirement shall not be deemed a waiver of any other requirement or Rule, nor shall a waiver for the benefit of any resident be deemed a waiver for the benefit of any other resident or individual.

3. **Violations and Fines.** Any tenant who has committed, or is responsible for, any violation of these Rules will receive at least one written violation notice, which will be served by Management. Any continuing violation of a provision of these Rules must be corrected within the time specified in the notice. The tenant will be fined for Rules violations in accordance with the fines listed on the Park Rate Schedule. All fines are due and payable with the monthly rent on the first day of the month after the charge was made.
4. **Termination of Tenancy.** Any tenancy in the Park may be terminated for any of the reasons set forth in 10 MRSA §9097 (1), as it may be amended, or set forth in any successor provision, by Notice of Termination (which may also be called an Eviction Notice, or other words of similar meaning) 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 termination of tenancy and eviction by legal process:
  - a. Nonpayment 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 three (3) violation or nonpayment 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 Park 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 Park Rules, and to make sure that those for whom they are responsible (household members, guests, visitors, invitees, etc.) also observe all of 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. Once an eviction has been served for nonpayment of rent, the tenant will not only have to pay all amounts then owed to the Park but will also have to pay a fee of five percent (5%) of the then outstanding rent, in order to continue or reinstate the tenancy. See 10 MRSA §9097(1)(A). Failure to pay all charges due within the 30 day period in the eviction notice shall result in termination of tenancy, and legal action to evict may be initiated in court. Those proceedings are governed by 14 M.R.S. Section 6002 et. seq. and not by these rules.

### C. ENTRANCE INTO THE PARK.

1. **Tenancy Application and Prior Approval for Admission.** All prospective tenants or household members over the age of 18 in the Park are required to complete an Application, pay the application fee, and the tenant and his or her household members must meet selection criteria, which may include, but are not limited to, a credit report, criminal background check, a brief interview, verification of employment and reference checks with former landlords and others, all of which must be satisfactory to Management, in its sole discretion. Management will be responsible to review and act on tenancy applications and may approve or deny any application. Tenancy applications must be

approved by Management before any tenant or household member moves into the Park and Management reserves the right to approve or refuse tenancy. At all times during occupancy at least one of the permanent residents must be at least 55 years of age at the inception of occupancy.

2. **Approval; Conditions of Assuming Tenancy.** When Management approves a tenancy application, the tenant will be provided with a copy of these Rules, the Community Fee Schedule, and the Maine Mobile Home Park Law (10 M.R.S.A. §9091 et seq., also called Chapter 953 of Title 10). As conditions of beginning tenancy in the Park, the tenant must:
  - a. Sign a receipt acknowledging that the tenant has received a copy of these Rules and of the Maine Mobile Home Park Law, and agreeing to comply with all current rules and regulations, as they may subsequently be amended, and
  - b. Each tenant must notify Management within 15 days of any change in contact information .
  - c. Park Entrance Fee and First month's lot rent must be paid prior to move in date.
  
3. **Subletting Prohibited.** Tenants are not permitted to sub rent or sublease the rented lot, or any part thereof, or all or any part of any home on the lot. Lots are not transferable, and no lot or home in the Park shall be sublet, rented, leased, or occupied by others unless the new occupant is approved for entrance into the Park as a tenant, and purchases the home, and the tenancy is transferred to the new occupant, all in accordance with all requirements of these Rules. The boarding of individuals and the renting of rooms are not permitted.

#### **D. RENT AND OTHER CHARGES; PAYMENT.**

1. **Rent.** The monthly lot rent is listed on the Community Fee Schedule which may be revised or updated from time to time at Management's discretion and with at least thirty (30) days written notice to the tenant. All rent payments are due in advance, on the first day of each month. Payment is to be made through Management's online portal.

Tenants are not permitted to deduct any amounts that they may claim are owed to them by the Park from their monthly rent payments. If any rent payment is not received by the fifteenth day of the month, the tenant will be subject to a late payment penalty of four percent (4%) of the monthly rent, which will be deemed as additional rent and is payable immediately.

2. **Other Charges.** Tenants are responsible for all other charges as shown on the Community Fee Schedule attached to these Rules and Regulations. All payments other than lot rent and late charges, such as fines and fees from the Community Fee Schedule, and reimbursement of damage caused by the tenant, or caused by his or her household members, guests, visitors, or invitees, shall be deemed to be additional rent and are due and payable on the first day of the month after the charge was made.

In addition, tenants are responsible for the following charges:

- a. **Court costs** – may be charged to a former tenant pursuant to 14 M.R.S. Section 6002 et seq. but not pursuant to these rules.

NOTICE: If a tenant is permitted to resume a tenancy after an eviction action is started in Court, any costs chargeable to the tenant as a result of that action shall be the tenant's responsibility as a condition of resumption or reinstatement of a terminated tenancy. If a tenant wishes to



remain in the Park and resume or restart a tenancy after termination, the tenant will be required to immediately pay all costs then due or, in the alternative, at the Park's sole discretion, and with the agreement of the tenant, such costs may be added to the tenant account.

- b. **Legal Fees** – Legal Fees incurred by the Park related to any eviction proceedings brought against a tenant may not be charged to the tenant pursuant to these rules.

NOTICE: If a tenant is permitted to resume a tenancy after an eviction action is started in Court pursuant to 14 M.R.S Section 6002 et seq. legal fees incurred by the Park as a result of that action may be charged to a tenant as a result as a condition of resumption of a terminated tenancy. If a tenant wishes to remain in the Park and resume or restart a tenancy after termination, the tenant may be required to immediately pay such all charges then due or, in the alternative, at the Park's sole discretion, and with the agreement of the tenant, such charges may be added to the tenant account. At the Park's sole discretion, the provisions of this paragraph may be waived on a case by case basis.

- 3. **Non-Compliance with Rules.** Fees for non-compliance of rules may be assessed through hourly rate for work performed, materials or other costs involved in remediation of violation, fines, and reasonable attorney fees of Management. All charges set forth in Fee Schedule, shall be deemed rent due and payable.
- 4. **Insufficient Funds.** Payments for lot rent or other fees returned for insufficient funds (NSF) or otherwise will result in a service charge to the tenant, in the amount set forth on the Community Fee Schedule.
- 5. **Failure to Pay.** If rent or any other charges due are not received by the fifteenth day (15<sup>th</sup>) of the month, the tenant is subject to a late fee equal to 4% of the current month's past due, and to receiving a 30-Day Notice of Eviction. Tenants experiencing, or anticipating, financial difficulties that may lead to late fees are strongly encouraged to contact Management.
- 6. **Taxes and Utilities.** Tenants are responsible for paying all utility and municipal taxes and other taxes on their homes on a timely basis. If failing to do so, Management reserves the right to commence eviction proceedings.
- 7. **Irrigation** - Tenants are responsible for the cost of start-up and winterizing of the irrigation system. Owner will contract for the work to be performed, and bill the tenant directly, once in the spring and once in the fall for tenants' pro-rata share of the cost of work performed. All charges set forth shall be deemed rent due and payable, with the monthly rent on the first day of the month after the charge was made.

#### E. OCCUPANCY.

- 1. Owner Occupancy; Number of Occupants. All homes must be owner occupied. Any individuals not previously approved by written notice from management will be considered visitors in the Park.
- 2. Additional Occupants; 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

- a. been evicted from the Park based on any violation(s) of these Rules other than nonpayment (in other words, any person who has been evicted for improper behavior in the Park is not permitted as an overnight visitor or resident in the Park), or
  - b. been convicted of any crime that occurred on Park property, or that occurred while the individual was a resident of the Park, or the victim of which crime was a Park resident, or;
  - c. been convicted of a sex crime (including, but not limited to, rape, statutory rape and unlawful sexual contact), unless Management specifically waives this restriction in writing with respect to a particular circumstance and a particular individual, which Management shall have no obligation to do.
  - d. Visitors who have been issued a No Trespass order are not permitted to be on any Park property at any time.
3. **Visitors.** Visitors may remain as overnight guests in any home for a period of time not to exceed two consecutive weeks, or 60 days in any twelve month period, without registering as an additional occupant of the home.

All visitors must comply with all of these Rules as they relate to behavior and activities in the Park. All tenants are responsible for any damage within the Park caused by or contributed to, and for the behavior and actions of, their household members, guests, invitees and visitors. Any tenant may be subject to eviction based on the actions of his or her household members, guests, invitees, and visit.

4. **Death of a Tenant.** In the case where a tenant dies, if there is a co-tenant the co-tenant will automatically become the tenant for the lot. If there is no co-tenant, the estate of the deceased tenant is the tenant. In either case, any pre-existing defaults by the tenant will continue as though there had been no change in tenancy. Any transfer of the home to the heirs of the deceased tenant, or to anyone else, is subject to all the restrictions and requirements of these Rules, including but not limited to all of the provisions of Section C Entrance Into the Park. If the rent is not paid following the death of a tenant, or in the event of any other violations of these Rules, the estate or co-tenant is subject to eviction in the same way as the original tenant.
5. **Emergency Inspection of Premises.** Park Management may, at its sole discretion, enter a home for reasons of an imminent safety issue with immediate advance notice, or if tenant cannot be located, without notice, for the following reasons:
- a. If a home is abandoned after eviction and appropriate notice provided pursuant to state law. The purpose of entry for this reason is to make sure that there are no safety issues presenting a threat to park residents and, if necessary, to secure the home from unauthorized use or entry by others.
  - b. If there is an imminent safety hazard reported to or detected by management.
  - c. In all of these situations' management reserves the right to enter the home to inspect for safety issues, and repair or resolve the issues so that the home is safe and does not present a danger to other park residents. Any expense incurred by management for this service shall be the responsibility of the Tenant. This section will be exercised in conformity with applicable law and does not create any rights for Park Management to enter a tenant's home outside of these circumstances, or as otherwise defined in these rules. Nothing in this section creates a duty on behalf of Park management to care for a tenant's home or property, beyond basic safety issues for the benefit of park residents as noted.

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

**F. CONDUCT OF RESIDENTS.**

**1. Prohibitions.**

- a. The following are prohibited at all times in the Park
  1. Loud parties, loud music, shouting, fighting, disorderly behavior
  2. Fireworks
  3. Peeping, peering and/or listening into others' homes in person or through any type of electronic device or camera
  4. Swimming pools
  5. Trampolines
  6. Tents or inflatable yard products
  7. Oil Tanks
  8. Tarps
  9. Satellite dishes/antennas
  10. Ground mounted solar panels
  11. Windmills
  12. Storage of any flammable materials/substance that may pose a fire risk.
  13. Feeding of stray animals
  14. Bird/animal feeders
  15. Yard sales.
  16. Rock Salt on asphalt or concrete walkways
  17. Peddling or soliciting
  18. Storage of any material or substance that may pose a fire hazard or likely to attract insects, rodents or feral creatures
  19. No home occupations or businesses, with the exception of online occupations, shall be conducted in the Park at any time.
2. **Firearms.** Absolutely no firearms may be fired or discharged in the Park, in any circumstances whatsoever. All firearms must be unloaded at all times when present in the Park. Firearms may not be carried in the Park except directly to and from one's motor vehicle.
3. **Assault, or the Threat of Assault,** on any Park Management or Park employees, and damage or threat of damage to any Park property, are prohibited and will result in Notice of Termination.
4. **Quiet Hours.** All noises that can be heard outside of the home are to be kept to a minimum between the hours of 10:00 p.m. and 7:00 a.m. No unnecessary noises shall be audible outside of the home during those hours.
5. **Dealing with Neighbors.** If any problems arise with neighbors, tenants are encouraged to speak to each other about them, and to try to resolve any such problems in a mutually agreeable way. If this

does not resolve the problem, please contact Management. Rules violations should be reported through the tenant portal. In the event of afterhours disturbances which tenants cannot resolve, or in case of an emergency, tenants are requested to contact the police department for corrective action and advise Management in writing through the portal of the incident and the circumstances surrounding the complaint on the next working day so that Management can follow up and help correct the problem.

6. **Community Infrastructure.** Areas such as stormwater detention basins and drainage swales are specifically engineered for retention and management of water during major storm events and in no way should be altered or utilized for sledding or other activities that may impact their design.
7. **Areas under Construction/Vacant Lots.** Areas under construction and empty lots are Community property and are off limits to any tenant or guest.
8. **Trash.** Shall be put out on eve or morning of trash pickup and barrels and remaining items not picked up shall be removed prior to the end of day and placed out of sight.
9. **Exterior Washing** of homes or vehicles shall be performed using only biodegradable products to protect the landscaping.
10. **Sex Offenders.** Those convicted of sex offenses and other serious offenses will result in immediate eviction from the park.
11. **Delivery Vehicles.** Delivery vehicles that violate any Rules of this Park will be prohibited from returning.

#### **G. PETS AND OTHER ANIMALS.**

1. **Allowable Pets.** Two household / domesticated pets are allowed per household (dogs, cats) and must receive consent from Management. Residents must comply with any Town ordinance requiring licensing of pets. Tenants will be required to sign a pet addendum. Approval of any dog or cat may be contingent on completion of a pet application before acquiring the pet, presentation of proof that the animal is properly licensed pursuant to municipal requirements, and submission of a certificate from a licensed veterinarian stating that the animal is in good health.
2. **Indoor Pets.** Fish, birds and domesticated constantly caged small (under 4 pounds) indoor animals, not including any venomous or otherwise dangerous animals, are permitted without registering with Management
3. **Consent of Management.** No pets are permitted without the prior consent of management. Tenants are responsible for all actions of pets and are financially liable for all damage caused to property of the community, or that of any other tenant, and for any personal injuries, including death caused by their pets. Pets are not permitted to disturb the rights, comfort, safety, or convenience of the other residents or their visitors. Undue noise, aggressive behavior toward people or other pets, digging or other unruly behavior, or other violation of these rules by any pet may be cause for removal of the animal from the community and damage may be assessed to the tenant. Any tenant who has an animal in violation of these Rules will receive written notice of the violation.

4. **Excluded Animals.** No wild or exotic animals, reptiles, farm animals, beehives, homing pigeons, or venomous or otherwise dangerous animals are permitted to be kept in the community whether it is a pet or otherwise.
5. **Breeds considered Vicious.** Breeds considered vicious by Blackberry Hill Village's insurance company will be required to show insurance for their actions on the homeowner's policy.
6. **Owner Control.** Dogs and Cats are required to be always under the control of their owners. Animals shall not be tied, caged, or left unattended while outside at any time.
7. **Barking/Howling.** Sustained barking or howling by a dog that is audible outside the home for more than five (5) minutes at any time day or night is unacceptable dog behavior.
8. **Waste.** Waste/excrement shall be picked up and properly disposed of immediately.
9. **Nuisance.** Any animal whose behavior is deemed hazardous, or a nuisance, will be required to be removed from the community.
10. **Pets belonging to Guests/Visitors.** Tenants are responsible for pets belonging to guests and are subject to the same rules.

#### H. CONDITION OF HOMES IN THE PARK.

1. **Care of Tenants' Property.** All homes shall be kept neat and attractive, without any visible accumulations of junk or trash, and without any substantial deferred maintenance. Items such as peeling paint, rotten wood, mold or mildew, loose siding or roofing, or broken windows shall be repaired promptly and addressed to always maintain an attractive appearance.

All tenants and other residents are responsible for their own property. Management assumes and shall have no responsibility for lost, stolen or damaged property of any tenant, resident, guest, or invitee. Any damage caused to any property or equipment in the Park by any tenant or any tenant's household members (including children), guests, invitees or visitors, will be the financial responsibility of the tenant to correct, regardless whether such damage was caused negligently, intentionally, inadvertently, or otherwise. The damages shall be measured by the restoration or replacement cost to correct the same, in Management's discretion. These damages shall be deemed to be additional rent and shall be due and payable ten (10) days after Management has provided a written demand for payment.

2. **Home Criteria.** Each lot must contain a HUD code manufactured home at least 24' wide with a 5/12 pitch roof, deck or patio and attached garage. Home shall be placed on a concrete pad with vented concrete frost walls. Home will be connected to a propane tank supplied by the vendor. No additions, ancillary structures or fencing are permitted.
3. **Allowable Improvements.** Allowable improvements to the exterior of any home or lot such as steps, decks, patios, lighting, generators, flagpoles, clotheslines, or change of color to the exterior of home to be made by the tenant must first receive written approval from Management as well as meet all

applicable building codes.

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

4. **Lot Definition.** Lot is considered the space halfway between your home and the abutting home and/or between the home and any natural boundary such as a wetland area, undisturbed woods, or any man made boundary such as park property lines, berms, detention ponds, designated common areas, walls or fences erected by Management, or areas or boundaries otherwise designated by the Management.
5. **Home Maintenance.** All homes shall be maintained in good condition and repair. The exterior of the homes shall be clean and presentable. Mold or mildew collecting on home shall be cleaned. Management reserves the right to require reasonable repair or maintenance.
6. **Compliance of Home Regulations.** All components of homes must remain operational and compliant with all applicable federal, state, and local building codes, including but not limited to exterior siding, roof, windows and doors, steps, handrails, plumbing, heating, and electrical systems, heat tape, anchoring systems, or electronically wired smoke/ carbon monoxide detectors.
7. **911 Compliance.** The street number shall be prominently displayed on a lantern post for 911 emergency response.
8. **Infestations.** The ridding and/or removal of the infestation of pests; including, but not limited to: insects, rodents, skunks, raccoons, or possums, is the responsibility of the tenant.
9. **Invisible Dog Fences.** Allowed with management approval.
10. **Fire Pits** may be allowed with management approval and/or Fire Department approval.
11. **Hot tubs** may be permitted with prior approval of management with measures taken to secure hot tub from unauthorized use.
12. **U.S. Flag** may be flown from a flagpole no higher than 20' if the flagpole does not obstruct the sightline at intersections. Flag etiquette should be followed. Other flags, such as holiday flags or personal heritage flags may be flown for specific occasions for duration not to exceed 10 (ten) days.

#### I. CARE OF GROUNDS.

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

2. **Tenant Installed Landscaping:** Prior to planting flower or vegetable beds, trees or shrubbery, residents must first receive written approval from management and possibly Dig Safe to protect the underground utilities and irrigation lines. Homes and lots have been designed for the convenience of the resident population with minimum maintenance in mind. Tenants may not remove or substantially change the appearance of Community installed landscaping. Any approved tenant plantings are the complete responsibility of the tenant and shall not interfere with the mowing, irrigation, and maintenance of the lot. Due to terrain or stormwater management issues, some lots may prevent any alteration of the landscaping whatsoever.
3. **Window Dressings.** Any window dressings visible from the street must be tasteful in the sole opinion of management.
4. **Signage.** Limited to one For Sale sign of 2' x 3' located on the lawn.
5. **Lawn Ornamentation.** Lawn ornamentation must be placed in a location that does not impede mowing, irrigation and maintenance and be tasteful in the sole opinion of Management. Holiday ornamentation must be removed within thirty (30) days of the holiday.
6. **Clotheslines.** Retractable or umbrella style clothes lines may be placed in back/side yards whichever has least visibility from the street. Prior written permission of Management is required, and the location specified by Management must be complied with.
7. **Fire Pits.** Fire pits need to be approved by management and/or the fire department.
8. **Lamp Post Lighting.** Dusk to dawn bulb must remain in working order.
9. **Lawns.**
  - a. Tenants shall not dig on any lot or other Park property, including any digging of ditches, without prior written approval from Management.
  - b. If the tenant fails to remedy the damage within 7 days after notice, Management reserves the right to do so and charge the tenant the applicable maintenance service fee, as additional rent, as described in the Community Fee Schedule or actual cost of this service if a third-party is hired to remedy the damage.
10. **Trash Removal.** Household trash should be kept in closed containers / plastic bags inside the garage/the home, or a designated trash shed designed to hold no more than two barrels, and kept at rear or side of home in an inconspicuous place. Household recycling and disposal of bulk items can be disposed of through Town of Berwick Recycling Center or other such facility. Tenant is responsible for disposal of hazardous materials such as paint, oils, batteries, tires, or explosives. The Town of Berwick has a recycling program that may be utilized as well as accepting yard waste, furniture, appliances, tires, and electronics.

11. **Firewood.** Any tenant with a wood stove may store wood, it must be neatly stacked in the rear of the home only, with all stacks being not more than five (5) feet high. Cutting firewood (or anything else) with chainsaws in the Park is prohibited, due to noise. 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. Tenants with wood stoves must provide Management each year with a certificate of inspection of each wood stove from the Town fire department or other authority acceptable to Management.

#### J. UTILITIES.

1. **Water.** Each lot will be connected to town water and tenants will be billed by the Berwick Water Department including annual inspections of backflow preventers. Homeowners are responsible for repairs to all above ground services to their manufactured home, including connections to all utilities and all valves and connections under the home. All water lines must be insulated with properly installed heat tape from the point of connection. Heat tape must be plugged in from October to April to prevent freezing. Homeowners should verify each fall that heat tape is working properly. Any blocked or broken utility lines are to be reported to Management and repaired immediately. Obstructions or breaks above ground are the responsibility of the Homeowner.
2. **Sewer.** Each lot will be connected to the Berwick Sewer District and will be billed by them. Tenants should use care not to clog sewer lines with heavy matter; no kitty litter, disposable diapers, sanitary napkins, tampons, coffee grounds, grease or other similar items should be discharged into toilets or drains. Any cost of correcting clogged drains or other sewerage problems due to improper action of the tenant will be charged to the tenant.
3. **Propane.** Each lot will be connected to a propane tank for heating, cooking and potential fireplace purposes. Homeowners will be billed directly from the fuel company.
4. **Electric.** The Community is responsible for the maintenance and repair of all underground wiring and electrical equipment up to the outside disconnect located near the house meter. Tenants must notify Management immediately in the event of an electrical problem except for power outages resulting from CMP.

#### K. MOTOR VEHICLES.

1. **Speed Limit.** Unless otherwise posted, Community speed limit is 15 MPH. All Park residents, guests, visitors and invitees must comply strictly with all posted speed limits at all times. Management reserves the right to make reasonable determinations of vehicle operating speeds and safe driving practices.
2. **Vehicles Registered.** All motor vehicles kept in the community must be registered and inspected and in operable, clean condition. One personal vehicle or one commercial vehicle less than 3/4 ton may be kept in the driveway, all other vehicles must be kept in the garage.
3. **Minor Repairs.** Tenants may perform minor maintenance of short duration within the community on their own personal vehicles. Damage to paved parking areas or driveways caused by leaking gas, oil



or other automotive fluids must be repaired at tenant's expense.

4. **Recreational Vehicles.** Tenants may not keep any campers, RVs, boats, utility trailers, ATVs, snowmobiles, motorized go carts on the lot at any time except inside the garage. Driveway parking of campers and/or RVs is permitted for a maximum of 48 hours while loading or unloading, after which time the vehicle must be removed from the lot.
5. **Parking.** All vehicles must be parked on pavement; under no condition is parking allowed on the grass. Any vehicle parked on a street from dusk to dawn or during snow removal activities or in an unauthorized place is subject to being towed without prior notice and at the tenant's expense.

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

1. **Notice to and Approval of Management.** Tenants who wish to replace or repair their home due to extenuating circumstances must provide notice of their intent to Management within thirty (30) days. All uninhabitable or unrepairable remains shall be removed at tenants expense within sixty (60) days regardless of insurance company representations regarding settlement. New homes or repair of homes must be approved by management and meet current standards as outlined in Rules. Charges may be assessed for repairing any infrastructure on the lot caused by tenant negligence and the tenant must continue to pay rent to reserve the homesite.
2. **Repair of Home.** If the home can be repaired on site so that no danger to others exists, and so that it is no longer unsightly or a nuisance, the tenant may be afforded a reasonable time to make repairs, not to exceed 90 days, regardless of the availability of insurance funds. Management shall determine whether the repairs are sufficient to bring the home into compliance. Pending removal or repair of the home, the tenant must restrict entry to the home and completely cover any unsightly or dangerous parts of the home and lot to minimize the risk it imposes to others within the community.

#### M. TRANSFER OF HOMES.

1. **Requirement of Full Payment.** Before any home can be sold, or occupied by a new tenant, all rental payments and all other charges and fees then due must be paid to Management in full. For this purpose, money orders or certified checks will be accepted. This rule is intended to comply with 10 M.R.S.A. §9093(4).
2. **Sale of Manufactured Home/Requirements for Sale.**
  - a. Tenants owning a home in the Park shall have the right to sell the home to whomsoever they may choose. However, the decision as to whether or not the home may remain in the Park rests solely with Management. In addition, any purchaser of any home already in the Park will be treated in the same way as any other prospective tenant in the Park, and will have to complete a tenancy application, be approved by Management, and satisfy all of the requirements of Section C of these Rules, prior to becoming a tenant in the Park. In particular, Management shall be under no obligation to approve any such buyer as a tenant in the Park, and may deny any tenancy application by any such prospective buyer, based on selection criteria as described in Section C1 above.

- b. The tenant must provide Management with a 30-day written notice of the tenant's intent to sell the home, specifying whether it will be a sale by owner, or a sale through a real estate agent, salesman or broker, and if not a sale by owner, the name and contact information for the agent, salesman or broker. In addition, Management must be notified of the actual sale of the home at least five (5) days prior to the closing of the sale.
- c. The seller of any home in the Park must give the buyer a notice in writing, and must give a copy to Management, both at least 25 days before the closing of the sale, notifying the buyer that: the decision as to whether or not the home may remain in the Park rests solely with Management, and that, Management has no obligation to accept the buyer as a tenant in the Park, and that, all amounts owed for the lot must be paid in full before the home can be sold, occupied by a new owner, or moved from the Park, and that, the purchaser is responsible for the entrance fee and must contact Management or the Park office to receive copies of these Rules and of the Park Rate Schedule.
- d. The tenant will be responsible for ensuring that the potential buyer submits a fully completed and signed Tenancy Application to Management at least twenty (20) days prior to closing the sale of the home. The potential purchaser must be approved by Management ten (10) days prior to closing. Approval is based upon selection criteria, as set forth in Section C of these Rules, and any approval given is subject to the potential purchaser completing all of the requirements of that Section C prior to the closing of the purchase (including but not limited to payment of the entrance fee and acknowledging receipt and acceptance of these Rules), and on the tenant's and the potential purchaser's full compliance with these Rules.

#### **N. MISCELLANEOUS.**

- 1. **Notices.** Except as otherwise stated herein or as may be otherwise required by State law, all notices required or permitted by these Rules and regulations will be in writing, and will be delivered either by hand, or by registered or certified mail, submitted to the tenant portal, or to the tenant at the rented lot in the Park.
- 2. **Amendments.** Amendments to these Rules may be made from time to time by Management at its discretion, and copies of the amendments or restated rules and regulations will be distributed to Park tenants. Amendments will become effective after proper notice (30 days) is given to Park tenants.
- 3. **Partial Invalidity.** If any of the terms or provisions of these Rules are determined to be invalid or unenforceable under any applicable law, ordinance or regulation, or as to any particular individual or situation only, such invalidity or unenforceability shall not affect the validity or enforceability of these Rules with respect to any other individuals or situations, and shall not affect the remainder of these Rules, which shall remain in full force and effect as though the invalid or unenforceable provisions were not included herein.

**O. Acknowledgement**

1. By signing below, the Homeowner or Tenant hereby acknowledges that he/she has received and read in its entirety, the park rules and regulations and that he/she will comply with all park rules. The Homeowner specifically acknowledges having read and understood the provisions relating to the resale of Manufactured homes within the park.
2. Notice is hereby given that the cost of any attorney's fees or cost of collection necessary to collect rent or to enforce compliance with any of these rules and regulations will be the responsibility of the homeowner.
3. Any circumstance or situation not specifically covered by these rules and regulations shall be decided at the sole discretion of the park management and shall be complied with within sixty (60) days of written notice.

Dated: \_\_\_\_\_

Homeowner: \_\_\_\_\_ Homeowner: \_\_\_\_\_

Park Owner/ Manager: \_\_\_\_\_

## Blackberry Hill Village

Community Fee Schedule  
Effective December 1, 2022

<b>Application Fee</b>	\$35.00 per adult living in the home.
<b>Entrance Fee</b>	One time non refundable fee equal to two months' lot rent.
<b>Monthly Lot Rent</b>	\$495
<b>Late Fee (applies to rent over 15 days past due)</b>	4% of monthly rent past due
<b>Eviction/Default Service Administrative Fee</b>	5% of then outstanding rent
<b>Returned Checks</b>	\$100
<b>Water</b>	Billed by Town of Berwick Water Department
<b>Sewer</b>	Currently \$150/quarter billed by Berwick Sewer District
<b>Rules Violation Fee</b>	First \$25, Second \$50 and Third \$100
<b>Irrigation Start up and winterization</b>	Bill by owner based on actual costs
<b>Maintenance Service Fee (after non compliance with written violations)</b>	<p>\$85 / hour plus additional costs for materials, disposal, etc. for Community Management.</p> <p>After hours will be billed at double time.</p> <p>Professional Labor required is billed at tradesperson rate.</p>