

BROOKDALE VILLAGE LLC

**368 Minot Ave
AUBURN, MAINE 04210
(207)333-6001
FAX (207)333-6003**

RULES & REGULATIONS

Our rules and regulations were written for your general welfare, safety and enjoyment of our pleasant living environment. Everything possible will be done to increase your comfort and pleasure and to attain this end we request your compliance with our rules and regulations.

I. ENTRANCE FEE – PAYMENT OF RENT / LEGAL REMEDIES

- A. Prior to occupying a lot in the park, the Homeowner must pay a non-refundable, one-time entrance fee of two (2) times the current monthly rent. The fee required also applies to a new owner of a mobile home already in the park.
- B. Please pay rent at the office (368 Minot Ave , Auburn, Maine 04210) on or before the 1st of each month. There is a 4% late charge on rent not paid by the 15th of the month. The office is open between 8 am to 4:00 pm for rent drop off, Monday-Friday .. Rent can also be dropped off in the rental drop box located on the front porch at the office, or in the mail slot at the shop located at 23 August St Poland Me.
 - a. Please make checks payable to **BROOKDALE VILLAGE LLC**
 - b. Checks returned for insufficient funds or otherwise will result in a \$12.00 service charge to the Homeowner.
 - c. Can do EFT (electronic funds transfer) as long as no charge to Brookdale Village
- C. All Homeowners must sign the Rental Agreement and show proof of purchase of skirting prior to mobile home arriving at the park. While on vacation or extended absence, homeowners should notify the manager of departure and return dates. Solicitors, vendors, peddlers, etc., are not permitted in the park. Tenants cannot post on mailboxes!
- D. Mobile home sites will rent to a maximum of four (4) registered residents. Other than overnight, guests may become temporary occupants for a period not to exceed thirty (30) days subject to Management's approval. No additional persons, other than registered residents, are to reside in any mobile home. Any additional occupants, not originally registered, must be approved by Management. The space rented is to be used only for private mobile home residence purposes. All mobile home spaces will remain under the direct control of the Management.
- E. Rentals are on a month to month basis. Rents and utilities are due and payable at a specified time. In the event Homeowners fail to pay rent or other charges, or fail to abide by these rules and regulations, Management may terminate the tenancy. Homeowners shall not assign or sublet the rented premises, or any part thereof without the written consent of Management. Management shall not be liable for any loss or damage suffered by its inability to deliver possession of the space at the beginning of the rental term. Management may, at its option, assign another space, if any available, for Homeowner's use.
- F. All mobile home charges for space and utilities shall be paid in full before removing the mobile home. Homeowners shall give thirty (30) days written notice before vacating. Failure to give such notice will obligate Homeowner for an additional month's rent. The space must be left clean, or a reasonable cleaning charge will be made, damage to site during moving will be billed to the Homeowner. All utilities must be disconnected by Brookdale Village.
- G. Homeowners shall not assign or sublet the rented premises, or any part thereof
- H. State Law-Three violations in a one-year period of any of the park rules, lease provisions, including paying rent on time, can be cause for legal eviction, regardless if said violations were corrected after notice by Management

II. SCHEDULE OF ADDITIONAL MONTHLY RENT CHARGES (OTHER THAN BASE RENT)

- A. Pets (Service Animals Excluded) \$5.00 ea.-limit 2

- B. Additional individuals \$15.00

III. PETS

- A. Brookdale Village has amended its rules on a trial basis to allow selected dogs, cats and other pets of similar size. These pets will be allowed subject to prior written approval. No one living in the park will be allowed to take in a dog, cat or any other pet of similar size that is not part of the household upon moving into Brookdale Village without Management's prior written approval.
- a. The maximum of two pets are allowed, either two dogs, two cats or a combination of one dog & one cat.
 - b. **DOGS:** Will be allowed at the site for an additional fee of \$5.00 per month per dog, so long as no disturbance is created by its presence. Only small dogs measuring 16" high maximum at the shoulders will be allowed. The dog must not be allowed outside without being leashed and under the direct control of a member of the household. No doghouses, pens or kennels will be allowed. No runners and no invisible fences allowed.
 - c. **CATS:** Will be allowed at the site for an additional fee of \$5.00 per month per cat, so long as no disturbance is created by its presence. The cat must be a household pet and not allowed outside unless under direct control of a member of the household. Must be on a leash or do not let out!
- B. Homeowners will be responsible for clean up of fecal waste on any site, as well as to pay for any damages that may occur as a result of your animal. Owners of pets creating disturbances, in the opinion of park management, will be given a ten (10) day notice to remove the pet.

IV. SALE OF HOMES

- A. Real Estate Agents: A Homeowner who intends to sell his/her mobile home through a real estate agent must have that agent contact Management prior to listing the mobile home for sale. A copy of our Rules and Regulations will be furnished to the agent. If Management has not been contacted prior to listing the home for sale with an agent, it will be assumed that the home is to be removed from the park. A "For Sale" sign may not be placed until Management has received a written notice from Homeowner of his/her intent to sell. "For Sale" signs may be placed in the yard of the home. As to size, check with Management.

V. REMOVAL OF HOME FROM PARK

- A. When Homeowners of a mobile home desire to sell their mobile home in place, the Management must be notified, and approval obtained.
- B. Notice required- Homeowner shall provide Management with a minimum of thirty (30) days' notice prior to removal of the Homeowner's home from the park. The person, engaged to remove the home from the park, must provide Management with a letter signed by Homeowner, which indicates that Homeowner has authorized this person to remove the home. It shall be the Homeowner's responsibility to obtain any necessary municipal or state permits in order to move the home. A paid municipal tax receipt must be presented to Management at least seven (7) days prior to removal of the mobile home.
- C. Prior to removal of the mobile home, a deposit of \$1,000.00 will be required in case of any damages. If no damage is done, then deposit will be returned.
- D. Permitted Removal Times- Homes may be removed from the park only between the hours of 8:00 am and 4:00 pm and only after the requirements above have been met.

- E. Abandonment of Premises- Homeowner shall not vacate or abandon the premises at any time during the term. If Homeowner shall abandon, vacate, or surrender said premises or property, including but not limited to the aforesaid mobile home, remaining on the demised premises after said Homeowner has abandoned, vacated or surrendered said premises or has been disposed by process of law. Shall be deemed abandoned by Homeowner and he/she shall hereby be deemed to have

waived all statutory rights to said property and its proceeds. Absence from the Homeowner for thirty (30) days after any breach by Homeowner of the agreement shall constitute abandonment.

VI. USE & CARE OF GROUNDS

- A. Homeowners will always maintain the space free from accumulation of outdoor storage and keep it in good repair at their own expense and waive any and all right to have any improvements or repairs made at Management's expense or otherwise. Homeowners shall not make additions or improvements on the space without first obtaining Management's written consent. Said additions or improvements shall be at Homeowners expense, shall become Management's property, and shall remain on and be surrendered with the space. If maintenance (including care for lawn, trees and shrubs) is not performed, Management shall cause same to be performed and charge Homeowners for the cost and expense of same. Snow removal, other than roads, is Homeowner's responsibility. Driveway plowing is available at an additional cost by Brookdale Village. No plowing from other than Brookdale is allowed.
- B. No commercial businesses shall be conducted in the park nor shall "auction," "moving," or "garage" sales be permitted.
 - a. Home businesses may be permitted upon Management's prior written approval. No sign is permitted beyond home address.
- C. Homeowners agree not to use the premises in any manner that will increase the risks of or rate of insurance or cause cancellation of any insurance policy covering the premises. Homeowners agree to procure and obtain at their own cost and expense from an insurance company satisfactory to Management, a policy including liability and property damage insurance with combined single occurrence limit of liability in an amount not less than \$100,000 and naming Brookdale Village LLC as an additional insured.
- D. Snow Removal- Roads will be plowed and sanded by Management as is necessary. Homeowners are responsible for all snow removal on their lots and shall keep driveways cleaned after every storm. If snow accumulation is 3" or less removal will be up to Management's discretion. Roads must be free of vehicles to allow for plowing. **NO OUTSIDE PLOWING IS ALLOWED.** If you desire plowing, call the office at 333-6001
- E. Basketball hoops must be in driveway/ not on street.
- F. Tenant may contract with outside agency and approved by park management for trash removal. Trashy Women will collect garbage and solid waste weekly for a monthly fee. Contact Trashy women at 998-3128 to set up your account directly.
- G. Sewer System-Do not flush garbage, coffee grinds, sanitary napkins, cigarette butts, paper towels, disposable diapers, fat or any non-soluble item or substance in toilets and drains. Doing so may cause a backup in the sewer system. A clogged or disconnected sewer line must be reported immediately to Management. We pump out every five years for maintenance, unless there is an issue.
- H. Inspection of lot – Management reserves the right to inspect any lot or exterior of any home in the park at any reasonable hour.

VII. UTILITIES- PLUMBING MUST BE KEPT IN GOOD REPAIR FOR THE HEALTH AND SAFETY OF HOMEOWNERS.

- A. Heat tapes / thermo line plugged in the fall and insulation must be provided and maintained by Homeowners on all water piping. Failure to do so will result in repairs at Homeowner's expense.

VIII. FUEL TANK – HOMEOWNERS MAY PURCHASE HEATING OIL, LP GAS AND RELATED PRODUCTS AND RELATED SERVICES FROM DEALER OF HIS/HER CHOICE. ALL INSTALLATIONS MUST COMPLY WITH PARK, TOWN, COUNTY, STATE OR FEDERAL CODES GOVERNING SAME.

- A. Oil tanks are to be maintained with the homeowners being responsible for securing the tank. Oil tanks must be installed in an area approved by Management.
- B. Fuel tank location needs to be approved by Management; no plastic tanks are allowed. All tanks must have a structure around them for security.

IX. ELECTRICAL SERVICES – TAMPERING WITH PARK FUSES, ELECTRIC SERVICE CONNECTIONS, OR OTHER PARK UTILITY CONNECTIONS, IS STRICTLY FORBIDDEN. PLEASE CONTACT MANAGEMENT IN CASE OF TROUBLE.

- A. Tampering with park fuses, electric service connections, or other park utility connections is strictly forbidden. Please contact the Management in case of trouble.
- B. The Homeowner shall be responsible for the proper placement and utility connections provided at the pad. Storing items that are 25 ft or less will be \$25.00 per month. Any items over \$

X. MOTOR VEHICLES & TRAILERS

- A. Speed limit for all vehicles shall be ten (10) miles per hour. The parking of two registered automobiles for each mobile home space will be permitted. A seasonal storage area is provided for the parking of registered travel trailers, boats, campers, trucks, utility trailers and other vehicles. Only conventional automobiles and pick-up trucks are to be parked at the home space.
- B. If you are keeping ATV'S, BOAT'S, CAMPERS, TRUCKS, TRAILERS, or any other recreational vehicles in Brookdale, vehicles must be stored in the designated area. No storage of these items are allowed in driveways, or yards. The fee for storing these items will be \$25.00 per month for 25 ft or less, \$35 per month for items over 25ft.
- C. Motorcycles may use park roads for entrance and exit only. **ATV'S AND DIRT BIKES ARE NOT TO BE RIDDEN ON PARK PROPERTY.**
- D. Snowmobiles are allowed to be ridden to and from marked snowmobile trails between the hours of 8:00AM & 9:00PM. Riding in the park is only allowed to get to and from the trails, it is requested that the least number of trips through the park be made.
- E. There shall be no **ON STREET** parking. Visitors or guests that cannot utilize the onsite parking may temporarily park their vehicles on the street. Overnight parking in the street is strictly forbidden as fire ordinances require streets be kept clear for all emergency vehicles. The appearance of the park is also improved if automobiles are not parked on the street.
- F. **Registration-** No unregistered or un-inspected motor vehicles of any size or type are permitted in the park. Vehicles must be in a drivable condition with a quiet muffler system and may be driven only by persons who may legally drive on public roads. Trucks larger than a pickup truck or a van are prohibited in the park. Motorcycles and motorbikes registered for highway use are allowed in the park but must be driven by a licensed driver in a manner that minimizes noise and may be driven only directly to and from the park. If vehicle is unregistered after 30 days it can legally be towed from premise, at owners' expense.
- G. Motor vehicles must be parked in the driveway of their owner's lot and not on the lawn or grassy areas. Each lot is provided with parking for two (2) vehicles or more if an expanded driveway is done at Homeowners' expense.
- H. **Repairs-** Repairs to or painting of vehicles is prohibited. Damage to paved parking areas caused by leaking gasoline, oil, or other substances shall be the responsibility of the Homeowner and shall be fixed immediately. Vehicles causing such damage shall either be fixed by the owner or be removed from the park.

XI. RIGHT OF ENTRY

- A. Homeowners shall permit Management to enter the rental space at all reasonable times for the purpose of inspection or making repairs, alterations, or additions to any portion of said space including erection of said space and maintenance of such scaffolding, canopies, , and props as may be required, without any rebate and liability to Homeowners for any loss of occupation or quiet enjoyment occasioned. Reasonable (minimum of 24 hours) notice will be given to Homeowners of all such entrance to property unless entrance is due to an emergency.

XII. CONDUCT OF RESIDENTS

- A. Homeowners are responsible for keeping family members and guest from restricted areas as designated by management. Homeowners are not allowed to interfere with or harass Management, Management's employees, or contractors.
- B. All Homeowners and guests shall observe all rules and regulations posted in the recreation areas. Homeowners shall pay for all damages to the recreation areas, equipment, or any other park property caused or contributed to by them or their guests. Homeowners of the park are responsible for the conduct of their guests.
 - a. Drunkenness or immoral conduct will not be tolerated, including nudity
- C. No loud talking, radio, television, or other noise capable of disturbing a neighbor in any manner will be permitted between the hours of 10:00PM and 8:00AM. No unusual disturbing noises will be allowed at any time. Homeowners shall not commit or allow to be committed any waste on the premises or nuisance, nor shall homeowners use or allow the premises to be used for an unlawful purpose.
- D. shall not commit or allow to be committed any waste on the premises or nuisance, nor shall homeowners use or allow the premises to be used for an unlawful purpose.
- E. **FIREARMS:** -Firearms used for hunting and target shooting may be carried from unit to vehicle only. Firearms are not allowed to be carried through the park. No Hunting on Park property
- F. **FIREWORKS:** No fireworks are allowed in the park
- G. **MEDICAL MARIJUANA CULTIVATION** -Medical Marijuana cultivation shall be restricted to cultivation for personal use only by the Homeowner and shall be wholly contained within the home and shall always be locked and secured. Homeowner must take all necessary precautions as to ensure cultivation does not disturb any other tenants in the park with odors or other nuisance. Cultivation of non-medical marijuana for personal/recreational use is strictly forbidden within park grounds.

XIII. HOMEOWNERS PROPERTY / CONDITION OF HOMES IN THE PARK / ACCESSORY STRUCTURES/YARD MAINTENANCE

- A. Homeowners are responsible for their own property whether on their own lot or elsewhere in the park. Management assumes no responsibility for lost, stolen, or damaged property of Homeowners. If any damage is caused to any property or equipment in the park by any Homeowner due to negligence, misuse or intent, or by that of his/her household, guest or invitees, Homeowner shall be liable for those damages.
- B. Lot Maintenance- Grounds must always be kept clean and neat. No discarded materials, unnecessary items, building material, trash, tires, junk, or other items which create a cluttered appearance may be stored or abandoned outside your home. Homeowners will always maintain the space in an attractive manner and in good repair at their own expense. Homeowners waive any and all rights to have any improvement(s) made at Managements' expense. Homeowner shall not make additions, or improvements, on space without first obtaining Management's written consent, it being understood that said additions or improvements, if approved by Management, shall be made solely at the expense of Homeowner. If a lot is not being properly maintained, Management reserves the right, after seven (7) days written notice, to take all necessary steps to clean the lot and to charge Homeowner the actual costs of maintenance. Lawns must be maintained by Homeowner after initial installation.
- C. Sheds, decks, handicap ramps, awnings, cabinets, screens, skirts, and other improvements must comply with zoning regulations, and must be checked and approved by the manager before the same may be erected or installed in the park. Required initial skirting and equipment must be installed within sixty (60) days after entry into the park. Utility sheds are limited to one (1) with maximum dimensions of twelve (12) feet wide, twelve (12) feet long, and twelve (12) feet high and must be completely enclosed with doors. All accessory structures must be maintenance free either with vinyl siding or synthetic lumber or T111 resin coated

- D. Fencing is not allowed, including dog fencing.
- E. Trees, gardens and bushes are allowed on a case by case basis and needs to be approved by Management prior to installation.
- F. All units must be secured to the anchors provided.
- G. Vinyl Skirting is required around all homes and must be of a type specifically manufactured for the purpose.
- H. Towing tongues must be removed.
- I. Homeowners shall always keep and maintain the premises in a clean and sanitary condition and shall not violate any ordinance, statute, regulation, rule, or state law pertaining to the use and occupation of said premises.
- J. No explosive or inflammable liquids or solids shall be stored in, around or under any mobile home.
- K. It is recommended that a class B and C fire extinguisher be maintained on the premises.
- L. Exterior coating and siding - The original or replacement siding must be in a safe and secure condition without holes, rust or substantial dents, scrapes, patching or fading. All homes must have residential lap siding. Prior written approval of Management is required to painting or residing the home.
- M. Trampolines-Homeowners must provide a copy of proof of insurance for coverage of the trampoline. Trampolines must be behind the home.
- N. Outdoor clothes drying is restricted to six (6) foot umbrella or T type no further than ten (10) feet apart and four (4) feet wide and placed subject to Management's prior written approval.
- O. Swimming pools are allowed under the following stipulations: A certificate of Homeowner's insurance naming Brookdale Village, LLC as additional insured must be submitted to the Brookdale Village office. Maximum diameter is ten (10) ft. Maximum water depth is eighteen (18) inches and sidewall twenty-four (24) inches. Only family members may use the pool unless a simple note is provided to pool owner giving permission from other Homeowners' family members to use the pool. This should be obtained for your own protection.
- P. Firepits-Per town ordinance must be "portable" and NO cement blocks.

XIV. T.V. ANTENNA

- A. Anyone desiring to put a T.V. antenna up should check with Management before purchasing for size and style limitations.

XV. SATELLITE DISHES

- A. Any resident wishing to obtain a satellite dish **MUST** get prior written permission from Park Management.
- B. Dishes are NOT to be larger than eighteen (18) inches in diameter.
- C. Dishes **MUST** be placed on the home in an appropriate place that will not deface the look of the property. Management reserves the right to express where placement of dish should be within guidelines established for placement of satellite dishes.

XVI. LIABILITY DISCLAIMER

- A. Homeowner agrees to indemnify and save Park Management harmless from all liability, loss, or damage arising from any nuisance made or suffered on the leased premises by the Homeowner, his/her household members, his/her guests, or his/her invitees, or any carelessness, neglect, or improper conduct of any such persons. All personal property of the Homeowner shall be kept and maintained at the sole risk of said individual. Park Management shall not be liable for damages to or loss of any property of any kind which may be lost or stolen, damaged or destroyed by wind, fire, water, steam, defective refrigeration, or otherwise while on the leased premises, unless due to the negligence of Park Management or its agents. Park Management cannot and will not accept any liability because of "Acts of God". Homeowner agrees to defend (including payment of attorney's fees and court costs), indemnify and hold Park Management harmless from any loss, damage, claim, demand, suits, judgments or liabilities to which Park Management may be put arising from any injury or resulting from the use of the leased premises or common areas by Homeowner, his/her household member, his/her guest, or his/her invitees, not occasioned by the negligence of Park Management or its agents.

XVII. NOTICES

- A. Whenever any notice is required to be given or delivered under the provisions herein, or by law, it shall not mean personal service, but said notice may be served upon the residents personally or by certified or registered mail addressed to the manager of this park. Either party hereto may, by written notice served upon the other, change its mailing address.

XVIII. SERVICE REQUESTS

- A. Service will not be completed unless a written request is submitted at the office. Phoned in requests will not be taken! Service requests can be picked up at the office at 368 Minot Ave Auburn Me.

SUMMARY OF SERVICES PROVIDED BY MANAGEMENT

1. Snow removal on the park roads. Available on the individual mobile home sites at additional cost.
2. Sanding on the park roads. Available on the individual mobile home sites at additional cost.
3. Maintenance of the park except for the individual mobile home sites.
4. Water, sewerage, electrical service and telephone service and maintenance of same to the mobile home concrete pad.
5. Streetlights and maintenance of same.

COMPLIANCE REQUIRED

1. Homeowners' occupation and use of the space rented pursuant to this agreement and the common facilities of the park shall be subject to all terms and conditions, rules, regulations and covenants stated herein, and in. Homeowners acknowledge that they have read and hereby agree to all the terms and conditions of Management's rules, regulations and covenants, and further agree to such changes and additions to the rules, regulations, and covenants which the Management may from time to time deem necessary. Homeowners understand that any breach of the aforementioned rules, regulations, and covenants shall constitute a breach of the rental agreement and shall subject Homeowners to dispossession and liability for damages. If either party commences a lawsuit against the other to enforce any provision of this Agreement, the successful party may be awarded reasonable attorney's fees and court costs from the other.
2. All Homeowners need to sign and agree to Rental Agreements. Failure to sign rental agreement is grounds for termination and eviction of rental property.
3. All Homeowners need to sign and agree to Brookdale Village Rules & Regulations as revised Rules are distributed. All existing Homeowners have one (1) month from date of mailing to comply.
4. Any false representation or lying on rental application, rental agreement or park rules is grounds for immediate termination of lease and eviction from the park.
5. Three consecutive monthly violations within a 12-month period are grounds for legal eviction. This includes lot rent not being paid on time.

THE FOLLOWING INFORMATION WILL ASSIST YOU IN GETTING SETTLED IN BROOKDALE VILLAGE

TELEPHONE: Call one week before moving into home to assure service.
Fair Point New England
800-400-5568

POWER: Call one week before moving into home to assure service.
Central Maine Power
800-750-4000

FUEL OIL: Tank size: 220 (depending on lot) Fuel type: #1 or mix Lot # _____

Suggested Companies:
Dead River Auburn 786-0386

FUEL OIL TANKS:

It is your responsibility to maintain your fuel tank. Please watch for any leaks and take immediate action. **THIS IS A STATE LAW.** All unused tank needs to be removed.

GARBAGE: Pick up is Monday and Thursday (even if it's a holiday). Put in tied plastic bags at roadside by 8:00 AM the morning of pick up. **DO NOT PUT GARBAGE OUTSIDE THE NIGHT BEFORE.** (Management recommends use of black plastic bags to avoid plowing mishaps in the winter.) Contact Trashy Women directly at 998-3128 to set up your account.

NOTICE: DO NOT put Kleenex, kotex, baby wipes, paper towels or other similar items in your toilet as they clog pipes and septic systems. Park Rules state "Homeowners shall pay for any expense, damage or repair occasioned by the stopping of waste pipes." We appreciate your cooperation.

Revised: April 25 2024

Receipt of Brookdale Village Rules

_____	_____	_____
Homeowner	Date	Other Occupant
_____	_____	_____
Homeowner	Date	Other Occupant
_____	_____	
Management	Date	

Pet Registration

Pet 1

Description of pet approved _____

Pet name _____

Owner's signature represents agreement of the above rules and regulations. Lot# _____

Homeowner

Pet 2

Description of pet approved _____

Pet name _____

Owner's signature represents agreement of the above rules and regulations. Lot# _____

Homeowner