



**Silver Lake**  
**ESTATES**  
An Easier Way to Live



# SILVER LAKE ESTATES COMMUNITY RULES AND REGULATIONS

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The owner of Silver Lake Estates (referred to as the “Community” in these Rules), intends to maintain and operate this Community as an outstanding residential community. It is the purpose and intent of these Rules and Regulations to promote the character of the Community as a peaceful, attractive and enjoyable community for all residents, and to promote order, safety, and harmony in the Community, as well as setting forth the terms of the lot tenancy for each resident. The Community’s management (“Management”) strives to provide prompt and efficient service and to ensure all residents with an enjoyable lifestyle in quality surroundings.

Many of these rules and regulations are common rules of etiquette designed to make the community more enjoyable for all residents, and to promote each resident’s consideration of neighbors in the Community. Management hopes that tenants will take pride in the appearance of the Community and of their homes and lots, and will maintain them accordingly. Being able to provide personal care and attention to each tenant’s lot is one of the many benefits of the unique lifestyle offered here at Silver Lake Estates.

Each person (or persons) renting a lot in the Community is referred to as the “tenant” in these bylaws. All of these rules and regulations apply equally to tenants, their household members, and to any guests, invitees or visitors. The tenant is responsible for any rule violations by any of these individuals.

## **A. RIGHTS AND RESPONSIBILITIES**

### **1. Equal Housing Opportunity**

The community complies with the 1988 U.S. Fair Housing Amendments Act and the Maine Human Rights Act, 5 MRS §4551, et seq., which makes it illegal to discriminate against any person or persons because of race, color, religion, sex, sexual orientation, national origin, ancestry, familial status, or physical or mental



disability, in regards to the sale, rental, security, maintenance, and/or management practices of mobile home communities.

## **2. Management Rights**

Management shall have all of the rights set forth in the Maine Mobile Home Park Law (10 MRS Chapter 953), as well as all rights set forth in these rules and regulations, 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 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**

Roads will be plowed and treated by Management as may be necessary, subject to weather conditions and other matters outside the reasonable control of Management. Management is responsible for the reasonable and necessary removal or alteration of bushes or trees on each lot, and will have the right to enter on any lot and perform work related to those activities, at all reasonable times. Tenants must not trim or cut limbs from any tree or bush. Management also provides a plowing and lawn mowing service to our tenants. Plowing will be performed on all roads and driveways but it is the responsibility of the tenant to remove snow from their walkways and steps. No sand, salt, or gravel may be spread by any tenant at any time.

## **4. Liability and Indemnity**

Neither Management nor the Community 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 Community, nor for any injuries to, or death of, any persons it being fully understood that each tenant uses and occupies all Community property at his or her own risk; provided, however, that this provision shall not be interpreted or construed so as to absolve the Community owner or management for their own negligence or that of its agents. Each tenant shall indemnify, defend (with counsel acceptable to Management) and hold harmless the Community owner and its agents from and against all claims, debts, actions, accounts due, sums of money, executions, reckonings, bonds, specialties, indemnities, agreements, acts, omissions, demands, suits, judgments, rights, and causes of



action of whatever matter for which the tenant is responsible under these rules and regulations, 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, family members, visitors, guests, invitees, and other cohabitants. This provision does not and is not intended to require tenants to pay the legal fees of the Community Owner or Management in enforcing the rental agreement.

### **5. Insurance Coverage**

The Community carries standard property insurance. The Community's insurance policy does not cover loss or damage to the property of the Community's residents, or injury or death to any persons, in situations where the damage as a result from the resident's own negligence, failure to adhere to the rules and regulations, or any condition that is within the control of the resident. Tenants are strongly encouraged to purchase their own property insurance if they desire insurance coverage for their home and other possessions.

## **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. The Community 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 Community.

### **2. Waivers**

Management strives to enforce all of these rules in an evenhanded way that applies equally to all residents. When special circumstances are required, Management shall have the right to waive any of these rules with respect to one or more residents, to prevent injustice or to take account of any special considerations.

Waivers must be in writing to be effective, and signed by a representative of Management. 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 particular resident be deemed a waiver for the benefit of any other resident or individual.

### **3. Violations**

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.

### **4. Termination of Tenancy**

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, 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 may result in eviction:

- Nonpayment of rent or other amounts when due;
- Failure to correct in a timely fashion any continuing violation of these rules after notice;
- Receipt of any two (2) violations or nonpayment in any 12-month period, even if timely corrected; and
- Repeated conduct that disturbs the peace and quiet or safety of other tenants.
- Disruptive behavior which includes but is not limited to conduct that has caused or is likely to cause, alarm or distress within the Community such as troublemaking behavior, making unreasonable, frivolous, unjustified or vexatious complaints or accusations, fabricating issues, malicious gossip, combative behavior, nuisance behavior, harassment, intimidation, making false & malicious reports to police, making unreasonable demands, or behaving in any anti-social manner.

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 (family members, guests, and invitees, 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 behaviors 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 amounts owed to the Community, but will also have to pay a fee of four percent (4%) of the then outstanding rent, in order to reinstate the tenancy. See 10 MRS §9097(1)(A).

### **C. ENTRANCE INTO THE COMMUNITY**

#### **1. Tenancy Application & Need for Approval Prior to Admission**

All prospective tenants in the Community are required to complete a Tenancy Application, pay the application fee, and meet selection criteria, which include but are not limited to a credit report, a brief interview, verification of employment (if applicable), 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 moves into the Community. If the tenancy application is not approved, the prospective tenant shall not move into the Community. Management reserves the right to approve or refuse the tenancy of any prospective purchaser of a home located inside the Community.

#### **2. Approval; Conditions of Assuming Tenancy**

Application fee is required prior to approval by Management. When Management approves a tenancy application, the tenant will be provided with a copy of these rules and regulations, along with a copy of the Maine Mobile Home Park Law (10 MRS §9091 et seq., also called chapter 953 of Title 10). As conditions of beginning tenancy in the Community, the tenant must:

- Pay a non-refundable, one-time entrance fee, in the amount shown on the current Community Rates Schedule, and
- Sign a receipt acknowledging that the tenant has received a copy of these rules and regulations along with a copy of the Maine Mobile Home Park

Law, and agreeing to comply with all current rules and regulations, as they may be subsequently amended, and

- Complete and sign the Community Ownership Information Sheet, which will include the names of all residents in the home, a description of the home, vehicle identification, emergency contact information, mortgagee information, and any other information that Management may deem appropriate.

Entrance fee and first month's rent must be paid prior to move in date. Each tenant must notify Management within 15 days after any information of the ownership information sheet changes.

### **3. Purchase of Mobile Home**

Each approved tenant buyer is responsible that the set-up and installation of the purchased mobile home on the lot, and its heating fuel tank(s) is in accordance with all applicable state statutes and regulations and any applicable local codes and ordinances. Detailed set-up standards are available from Management upon the tenant's request. Any improvements which the tenant needs or desires to make to the home will be completed in accordance with the requirements of **Section J** of these rules, and at the tenant's expense.

To any extent that Management performs or contracts for any work or materials in connection with the installation of any such improvements that will benefit the tenant, all costs incurred by Management in connection with that work must be reimbursed by the tenant on or before the tenant's move-in date.

Tenants are not permitted to sublet, rent or sublease the rented lot, or any part thereof, or all or any part of the home on the lot. Lots are not transferable, and no lot or home in the Community shall be sublet, rented, leased, or occupied by others unless the new occupant is approved for entrance into the Community as a tenant, and purchases the home and the tenancy is transferred to the new occupant, all in accordance with all the requirements of these rules and regulations. The boarding of individuals and the renting of rooms are not permitted.



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

### **1. Rent**

The monthly lot rental amount for each lot is listed on the Community Rates Schedule which may be revised or updated at Management's discretion. All rent payments are due in advance, on the first day of each month.

Tenants are not permitted to deduct or set off any amounts that they may claim are owed to them by the Community, from their monthly rent payments. The date when Community Management actually receives the payment will determine when it was received for purposes of these rules; please note that the postmark on the envelope will not be taken into consideration as to whether or not the payment is made on time. Any postdated checks will be deemed as received on the later of actual receipt, or the date of the check, and not before.

Rent payments are to be made to the Management's designated representative as listed on the Community Rates Schedule. 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, payable immediately.

This provision, and the corresponding provisions of the Community Rates Schedule, are intended to satisfy the requirement of 14 MRS §6028 that a tenant be notified at the time of entering into a rental agreement that a penalty of up to 4% of one month's rent may be charged for the late payment of rent.

### **2. Returned Checks**

Any checks returned for insufficient funds (NSF) or otherwise will result in a service charge to the tenant, in the amount set forth on the Community Rate Schedule. If any tenant submits two (2) or more checks that are returned insufficient funds, and also at any time after a Notice of Termination has been served under B4, above, Management reserves the right to require all payments to be in the form of a money order, cashier's check, or other bank check.

### **3. Failure to Pay**

If rent or any other charges due are not received by the fifteenth day of the month, the tenant is subject to a late fee, and to receiving a 30-Day Notice of Eviction.





#### **4. Taxes**

Tenants are responsible for paying all municipal and other taxes on their homes, personal property, and structures on a timely basis.

### **E. OCCUPANCY**

#### **1. Owner Occupancy**

All homes must be owner occupied.

#### **2. Number of Occupants**

No more than one (1) person per bedroom are permitted to occupy any home in the Community. Only one family unit as listed on the Rental Applications, or subsequent Ownership Information Sheet, may occupy any home in the Community. Any individuals not listed on either of these forms will be considered visitors in the Community and must abide by those guidelines.

#### **3. Additional Occupants**

Any additions to the household, including visitors who stay in a home for longer than the periods permitted under **Section E4** below, are not permitted. Management reserves the right to make exceptions under special circumstances. These potential occupants must undergo the application process and be approved by Management.

#### **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 of the restrictions and requirements of these rules and regulations, including but not limited to all of the provisions of **Section O** below. If the rent is not paid following the death of a tenant, or in the event of 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. Visitors**

Overnight visitors are permitted on a temporary basis, except as stated below. Visitors may remain as overnight guests in any home for a period of time not to exceed two consecutive weeks. No tenant may have as an overnight visitor any person who has been evicted from the Community based on violations of these rules other than nonpayment (in other words, any person who has been evicted for improper behavior in the Community is not permitted as an overnight visitor in the Community), and no tenant may allow any person who has been evicted from the Community for any reason in the tenant's home as a guest, visitor, or otherwise.

Visitors that have been issued a No Trespass order are not permitted to be on any Community property at any time. All visitors must comply with all of these rules as they are related to behavior and activities in the Community. All tenants are responsible for any damage within the Community caused or contributed to by, and for the behavior and actions of, their visitors, family members, and cohabiters. Any tenant may be subject to eviction based on the actions of his or her visitors, family members, or cohabiters.

## **6. Restrictions on Visitors**

Tenants are responsible to ensure that no one is permitted on their lot (including in the home) when the tenant is away overnight or longer, except for service persons providing a service to the home, without written permission from the tenant.

Management reserves the right, in its sole discretion to restrict the number of visitors at a particular time or to require the number of visitors at a particular time or to require immediate removal of any visitors who have failed to comply with these rules.

### **Additional Occupants; Restrictions on Visitors and Occupants**

No tenants may have as a visitor, an overnight visitor, or as a permanent resident in any home, any person who has:

- Been convicted of any crime that has occurred on Community property, or that occurred while the individual was a resident of the Community, or the victim of which crime was a Community resident, or

- Been convicted of a sex crime (including, but not limited to, rape, statutory rape, and unlawful sexual contact),
- Been convicted of a felony,
- Been evicted from the Community based on any violation(s) of these rules other than nonpayment.

## **F. CONDUCT OF RESIDENTS**

### **1. Prohibitions**

The following are prohibited at all times in the Community:

- Loud parties, loud musical instruments or music, radios, car radios, other offensive noise or commotion
- Fireworks
- Shouting, fighting, lewd comments and/or other forms of disorderly behavior
- Public consumption of alcoholic beverages, or drunken behavior in public
- Peeping and/or peering into others' homes
- Trampolines
- Any kind of criminal activity as defined in state and federal statutes
- Absolutely no firearms may be fired or discharged in the Community, in any circumstance whatsoever. All firearms must be unloaded at all times when present in the Community. Firearms may not be carried in the Community except directly to and from one's motor vehicle
- Antennas (of any kind) outside the home, are not permitted.
- Assault, or the threat of assault, on any Community Management, Community employee, or any Community resident and damage or threat of damage to any Community property, are prohibited and will result in Notice of Termination.
- Peddling or soliciting of any kind are not permitted in the Community, but this is not intended to prevent sales "parties" (for instance, Tupperware parties) held by a tenant of the Community, involving previously invited guests.
- Storage of any materials or substances that pose a fire hazard, or that are likely to attract insects, rodents, or feral creatures is prohibited.



- Feeding, or other care of stray cats or dogs.

## **2. Quiet Hours**

All noises that can be heard outside of the home are to be kept to a minimum between the hours of 9:00 p.m. and 7:30 a.m. No unnecessary noises shall be audible outside the home during these hours.

## **3. 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 in writing and signed to Management. In the event of after hour disturbances which tenants cannot resolve, or in case of an emergency, tenants are requested to contact the Bucksport police department for corrective action, and also 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 not to be disturbed or used for any purpose.

## **5. Compliance with Laws**

Tenants, guests, and invitees shall at all times comply with all federal, state, and local laws, regulations, and ordinances, including but not limited to all requirements of any health office, fire department, and police department with appropriate jurisdiction.

## **6. Delivery Vehicles**

Delivery vehicles that violate any rules of the Community will be prohibited from returning.

# **G. PETS AND OTHER ANIMALS**

## **1. Responsibility**

Any tenant who chooses to keep any pet does so subject to these rules and regulations. Tenants are responsible for all actions of their pets and of visiting animals, and are financially liable for any damages caused to property of the

Community or of any neighbors, and for any personal injuries, including death, caused by their pets or any other visiting animals. Pets are not permitted to disturb the rights, comfort, peace, safety, or conveniences of other residents of, or visitors to, the Community. Undue noise, aggressive behavior, digging or other behavior by any pet or other animal violates any of these rules is grounds for a violation notice to the tenant.

## **2. Restrictions**

\* Tenants are only permitted to having cats or dogs as pets in the Community.

- Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
- Pets must be confined to the pet owner's home and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios, decks, enclosures or fenced areas.
- Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the trash.
- Pet waste on a tenant's own lot must be cleaned up and discarded immediately.
- No pets shall be allowed to become a nuisance or create any unreasonable disturbance such as unruly behavior causing personal injury or property damage or pets who make noise continuously and/or increasingly.
- Pets in common areas must be under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
- Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit.
- Any dog who will grow to be OVER 25 pounds in weight as an adult will be prohibited in the Community.

## **3. Types and Registration of Animals**

No wild animals or farm animals are permitted to be kept in the Community, whether as pets or otherwise. Fish, birds, and domesticated constantly caged small





(under 4 pounds), indoor animals, not including any venomous or otherwise dangerous animals, are permitted in the Community with proper registration.

Approval of any dog or cat is contingent on completion of a pet application, 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:

- Is in good health,
- Has received all required and advisable immunizations, and
- Has been spayed or neutered

Due to the insurance requirements, aggressive breeds, of any age or size, are not permitted in the Community. This includes, but is not limited to, Pit Bull, Rottweiler, Doberman, Chow-Chow, Wolf/Wolf hybrid, Dalmatian or a mixed breed that includes any of these breeds are prohibited from the community entrance, even in a temporary basis. Dogs with a history of aggressive behavior or involvement in a dog bite incident will be prohibited from the Community regardless of the situation. There will be no exceptions to this regulation.

#### **4. Care of Pets**

Dogs and cats shall not be tied outside, nor shall they be left unattended at any time or left outside at night. Doghouses, outdoor cages, and other outdoor enclosures intended to house or contain any pet or other animal are prohibited. Whenever dogs are outside the home, they must be kept on a leash. Any pet or other animal found loose in the Community is subject to being picked up by the Animal Control Officer and taken to the Humane Society. Animal waste deposited anywhere in the Community including a tenant's own lot must be removed immediately by the person responsible for the animal.

#### **5. Removal of Animal**

Any tenant who has an animal violation of these rules will receive a written notice of the violation. The Community will require the immediate removal from the Community of any animal that is not a permitted pet under these rules and regulations, and may remove any such animal from the Community without notice to its owner or guardian. For any permitted pet that is determined to be a safety threat, or on the receipt of any three or more violation notices regarding any



permitted pet, the Community will require the immediate removal of the pet from the Community. Failure to comply with a removal order or violation notice regarding an animal will subject the tenant to eviction from the Community.

## **H. HOME OCCUPATIONS AND BUSINESSES PROHIBITED**

### **1. Prohibition**

Except as specifically permitted below with respect to yard sales, no home occupations or businesses (including day care of children) shall be conducted in the Community at any times. Yard sales, lawn sales, and the like are prohibited, except in those limited circumstances where written Management approval has been received for a Community-wide event. Signs are prohibited, as more fully stated below. No storage of materials or equipment for any commercial enterprise shall be allowed in the Community.

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

### **1. General**

This section of the rules is designed to ensure the safety of all residents in the Community, as well as to ensure the general aesthetic appearance of the Community, which can affect the present and future value of each home and of the Community as a whole. The safety and condition of your home is important to you and your family, and it is also important to your neighbors.

The following rules setting standards for homes in the Community are applicable at all times with respect to all homes. These rules may be invoked and enforced at any time. All homes are subject to enforcement of these rules whenever Management has reason to believe that an unsafe condition or a deviation from these standards exists. Management may inspect any and all homes and lots from time to time to confirm compliance with these rules.

In order to ensure that alterations are safe for human habitation, the tenant must certify to Management that the home and any additions or alterations meet these standards. Tenants who own homes that fail to meet the standards contained herein will be given a reasonable opportunity to correct any deficiencies, in order to meet these standards. If the home is not brought up to these standards, Management may



require that the home be removed from the Community. Management may require that the home be removed from the Community. Management may allow a home to remain in the Community after it is sold, only if it meets the standards for safety and construction set forth below.

Management takes no responsibility for the safety of any home or of its occupants. Neither Management nor the Community owner shall have any liability or responsibility for any loss, cost, expense, damage, injury, or loss of life or limb, or for any other amounts, caused by any home in the Community not meeting the standards set forth in these rules.

Neither Management nor the Community owner makes any representation or certification that any home in the Community meets or will meet the required standards. If any tenant feels that there is any home in the Community that does not meet these standards, you are encouraged to notify both Management and the owner of the home in question, in writing, so that the situation can be addressed.

## **2. Care of Tenant's Property**

All tenants and other residents are responsible for their own property, whether located on their own lot or elsewhere in the Community. 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 Community by any tenant or any tenant's household members, guests, or invitees, will be the financial responsibility of the tenant to correct, regardless whether such damage was caused negligently, internationally, 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 due and payable ten (10) days after Management has provided a written demand for payment.

## **3. 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 entering the Community must have either vinyl or natural cedar residential finish siding, either in a clapboard style or in a shingle style. Any replacement siding installed on any home in the Community must be new, and must also be either vinyl or in a shingle style. The lot number must be visible from the street on the outside of the home.



Prior written approval of Management is required before any total or partial painting or residing of any home.

#### **4. Roof**

All roofs shall be designed to resist at least a forty (40) pound per square foot live load applied downward on the horizontal projection of the home. The original roof and any replacement roof must not be in a deteriorated state or condition. There shall be no leaks. All homes entering the Community must have a pitched “cottage style” roof. To the extent reasonably feasible, any replacement roofs must also be pitched, cottage style roofs. Prior written approval of Management is required before any total or partial changes to any roof on any home in the Community.

#### **5. Windows and Doors**

Windows, storm windows, screens and exterior doors must be fully operable (not stuck or permanently fastened or painted shut) and must not be in a deteriorated condition. There must be at least one (1) egress window or door in each bedroom. Each egress window shall have a minimum clear opening of at least five (5') square feet, the smallest dimension of which shall not be less than twenty-two (22") inches, and the bottom of which shall not be more than thirty-six (36") inches from the interior floor. There shall be at least two exterior doors in the home, which must be free from holes and broken glass, and reasonably weather tight, and each shall have an exterior light adjacent to it.

#### **6. Plumbing, Heating, and Electrical Systems**

All plumbing, heating, and electrical systems in each home must be safe and fully operable at all times, and must at all times meet or exceed all applicable state and local requirements.

The plumbing system must be properly functioning, with no leaks, and must be designed and installed to accommodate the pressure of the water supply system to which it is attached. Any additions or alterations to the original factory installed plumbing systems must be of durable material, free from defective workmanship and materials, and designed and constructed to perform satisfactorily with a reasonable life expectancy.

All of the component parts of the heating system, and especially the stack, tank-to-burner connections, flue, chimney, and heat compartments, must be fully and



safely operable. Any additions or alterations to the original factory installed heating systems must be of durable material and free from defective workmanship and materials. They must be designed, constructed, and installed in a manner appropriate to their use. The location, installation and condition of fuel tanks must comply with applicable local and state standards, and with paragraph 45 of these Rules and Regulations.

All electrical service and wiring must be in accordance with the specifications of the edition of the National Electrical Code in effect at the date of manufacture of the home or, if built on or after June 15, 1976, to the specifications of the HUD code in effect at the date of manufacture of the home. There must be no electrical shortages, or other unsafe conditions, and any aluminum wiring must be installed in accordance with the present standards of the National Electrical Code or, for homes built on or after June 15, 1976 to the specifications of the HUD Code. All fixtures must be safe and suitable for the purpose for which they are used. The service entrance must be adequate for the electrical load imposed by the manufactured home and any additions, given its number of occupants and the type and number of electrical appliances.

Management, in its sole discretion, may require the tenant or occupant of any home from time to time to obtain written certification from one or more appropriately licensed trades persons that the plumbing, heating, and electrical systems of the home are safe and fully operable, and meet or exceed all applicable state and local standards, if there is any reason to believe that any of those systems may not be in compliance with the requirements of this paragraph.

#### **7. Smoke Detectors**

Each home in the Community must have at least one (1) smoke detector installed on or near the ceiling areas within or giving access to each bedroom. The make and model of each smoke detector must be one which has been approved by the State Fire Marshall and is UL (Underwriters Laboratory) listed. Tenants are encouraged to install and maintain smoke detectors that are wired directly into the home's electrical system, as a safety measure. All homes entering the Community are required to have smoke detectors that are directly wired into the home's electrical system, in compliance with all electrical and other applicable codes and ordinances.



## **8. Anchoring System**

Anchoring systems are required per municipal and state code. Anchoring systems must be in accordance with the Maine Manufactured Housing Board Standards, must be securely anchored to the ground using an anchoring system properly designed and constructed to resist sliding and overturning of the home, and must also be approved by Management and be following all applicable laws, regulations and ordinances.

## **9. Skirting Required**

Skirting is required around all homes and must be fully installed within thirty (30) days of entry of each home into the Community. The hitch must be removed from the home before it is skirted. Skirting must not show any deterioration and must fully enclose the areas between the home and ground. Vinyl skirting is required on all homes entering the Community. If the skirting is replaced on existing homes, the new skirting must be vinyl. Skirting shall be installed in accordance with the manufacturer's installation instructions. It shall be secured as necessary, to assure stability, to minimize vibrations, to minimize susceptibility to wind damage, and to compensate for possible frost heaves. Access opening(s) not less than eighteen (18") inches in any dimension, fully covered with an access door or panel, and not less than three (3) square feet in area shall be provided and shall be located so that any water supply and sewer drain connections located under the home are accessible for inspection. Access panels and doors shall not be fastened with locks, or in a manner requiring the use of a special tool to remove or open them.

## **10. Steps and Handrails**

All exterior doorways on each home must have steps leading all the way from the ground to the doorway. All steps must be in safe and sound condition at all times. Each set of steps must have a solid handrail tightly fastened to a structural support, and must be secure and sound at all times. Any handrail that becomes loose must be securely re-fastened immediately by the tenant to prevent injuries. All steps and handrails must meet all requirements of all state and local building codes and ordinances at all times.

## **11. Porches, Decks, Other Additions and Improvements**

For purposes of these rules, an "Addition" to a home is defined to include any and all steps, handrails, porches, decks, and other improvements and installations, as



well as alterations to existing construction and exterior improvements. These additions must be permanent structures that are approved by Management.

Each rented lot is permitted to build either a garage or shed that fits within the dimensions of the lot, in addition to their home, with the approval from Management. Tenants are required to provide a sketch or design of the intended addition to the home to Management. A lot cannot have both a garage and a shed under any circumstances. Structures that are not detailed in these rules are prohibited from the Community unless otherwise approved by Management.

### **12. General Safety and Condition of the Home**

Each home in the Community, or being brought into the Community, must be mechanically sound and structurally safe. It must not show signs of significant exterior damage (such as holes or large dents) or of painting or alterations that are incomplete, improperly done, or that otherwise in the opinion of Management render it not in conformity with these rules or not aesthetically compatible with the other home in the Community. It must not pose any safety hazard to its occupants or to any other homes or persons in the Community. There must be no weakness or defects in the home affecting health or safety, or the potential health or safety, of its occupants, guests, or of any other person in the Community.

## **J. CARE OF GROUNDS**

### **1. General Lot Maintenance**

Except as otherwise specifically set forth in these rules, it is the responsibility of each tenant to maintain his or her entire lot in good, attractive condition and in good repair at all times, at the tenant's expense. Grounds must be kept clean and neat; no discarded or abandoned materials, unnecessary items, building materials, trash, junk, or other items that create a cluttered appearance may be kept, stored, left, or abandoned outside the home.

All flowers, shrubs, mobile home exteriors, additions, skirting, and other visible items and areas shall be kept neat and attractive at all times. All tools, wheelbarrows, and other equipment are to be stored out of sight at all times when not actually in use. No unsightly storage of any items is permitted at any time, and



all storage shall be arranged so as to permit easy access to the underneath of the home at all times.

Management reserves the right to enter and inspect any lot at all reasonable times.

If any lot is not properly maintained, Management reserves the right, after seven (7) days' notice, to take all necessary steps to clean and maintain the lot. All costs of lot maintenance and cleaning by Management will be charged to the tenant in accordance with the Community Rates Schedule. Management shall also have the right, at its option, to 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.

## **2. Lawns**

Silver Lake Estates provides a lawn management service. For more details contact Management.

## **3. Gardens, Shrubs, Trees, and Flowers**

Shrubs, trees, and flowers are allowed in the Community, and gardens may be allowed on some lots in the Community, but all require the prior written approval of Management as to type, location, and in the case of flower or vegetable gardens, layout. Before digging a garden, tenants are required to submit a sketch of the garden layout to Management, and approval or disapproval will be in Management's discretion. All flowers, shrubs, and trees planted by a tenant become the property of the Community when planted, and must remain on the lot when the tenant leaves, although the tenant remains responsible for maintaining them.

## **4. Trash Removal**

Silver Lake Estates will provide a dumpster for the use of Tenants, in a common ground area. It will be up to the Tenants to put their trash in the dumpster.

## **5. Snow Removal**

Silver Lake Estates provides a snow removal service that includes street plowing and driveway snow blowing. Tenants are responsible for the snow removal of their lot's steps, walkways, and other personal structures. Tenants are prohibited from using gravel or dirt on their driveways, steps, or other personal structures at any



time. Tenants are permitted to use salt or calcium for snow/ice removal. Silver Lake Estates is not liable for injuries or death due weather-related causes.

#### **6. Signs Prohibited**

Tenants are not permitted to place any signs on any Community property at any time, including but not limited to business signs, advertising signs, or any other signs.

#### **7. Fire Prevention**

No liquid petroleum, propane, or similar gas tanks shall be stored inside or under any home or other structure. Such fuel tanks must be properly installed by a licensed installer and must be placed at the rear of the home. No flammable materials, including but not limited to gasoline or kerosene, may be stored under or within the home. Tenants are encouraged to keep fire extinguishers at their homes in working condition.

#### **8. Homes Damaged by Fire**

Any home damaged by fire so that it becomes uninhabitable or so that its exterior walls are burned, paint peeled, windows broken, or smoke damaged, so that it fails to meet the standards set forth in **Section I**, shall be removed from the Community at the tenant's expense, within forty-five (45) days after written notice from Management, regardless of when the insurance company promises settlement. If the home can be repaired on-site so that no danger to occupants or others exists, and so that it is no longer unsightly or a nuisance, the tenant shall be afforded time to make repairs, not to exceed ninety (90) days, regardless whether the insurance company has settled within that time, and Management shall decide regarding its appearance and whether it may remain in the Community after repairs have been made.

Pending approval of the home from the Community or repair of the home, the tenant must close up the home and completely cover any unsightly or dangerous parts of the home and debris, to minimize the risk that it poses to children and others within the Community.

## **K. UTILITIES**

### **1. Water and Sewer Service**

Each tenant is responsible to keep in good condition and repair at the tenant's own expense, all water and sewer line and fixtures in and under the home, up to the point where they connect to the service lines in the ground level well provided by the Community.

The tenant must keep all plumbing (both water and sewer) in good repair and free from leaks, for the health and safety of all residents, and to avoid unnecessary use of water. Tenants should turn off power to their hot water tanks in the event of any power failure or water shut off, if possible.

Management is responsible for maintenance and protection of the water supply and sewer line provided by the Community, up to the point of connection to the home (ground level), provided that the cost of correcting any problems caused by the tenant or the tenant's visitors or family members, including any failure of the tenant to protect the tenant's pipes from freezing, shall be reimbursed to the Community by the tenant.

### **2. Water Shutoff**

Management reserves the right to restrict or shut off water utilization during emergency periods arising from weather conditions, droughts, mechanical breakdowns and in other appropriate circumstances without notice. Management also reserves the right to inspect inside and outside each home for leaky faucets, running toilets, or malfunctioning fixtures, and for any other plumbing problems, upon reasonable notice to the tenant, and reserves the right to shut off water to homes without notice in the event of a substantial water leak or constantly running water until appropriate repairs are completed.

### **3. Prevention of Water Line Freezing**

Water lines under the home, up to the point where they rise from the surface of the ground level well provided by the Community, must be protected against freezing by the use of adequate heat tapes and/or adequate pipe insulation, which are to be provided and installed by each tenant at the tenant's expense. Any damage to the common utilities or other damage to the 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. Tenants are encouraged to check their heat tapes frequently during freezing weather and to keep their homes heated to at least 60 degrees, even when no one is home.

#### **4. Sewer System**

The flushing of garbage, sanitary napkins, paper towels, disposable diapers, prophylactics, cigarettes, cigars, feminine wipes, disinfecting wipes, fat, colored (nonwhite) toilet paper or any other non-soluble, non-biodegradable item or substance in toilets and drains is strictly prohibited. Doing so may cause a backup in the sewer system, damage to leach field, damage to lifting station pumps, and lead to unsafe conditions. Any clogged or disconnected sewer lines must be reported immediately to Management. The cost of correcting any clogged drains or other sewer problems that are due to any actions of the tenant, or that are due to any actions of others for whose actions the tenant is responsible, will be charged to the tenant. Regular drain treatment with an enzyme-based drain cleaner is encouraged.

#### **5. Electrical Service**

Each tenant is advised to know how to operate electrical shut off devices on both the inside and outside of the home. Tenants are prohibited from attaching any objects in any manner to electric utility poles. All wiring, electrical equipment, and fixtures from the meter box to home and inside the home, including the service entrance (circuit breaker box), is the tenant's responsibility, and such wiring shall be maintained and repaired as necessary by the tenant, and at the tenant's expense, in accordance with all applicable state and local codes. Tenants must contact Management immediately in the event of any electrical problem.

#### **6. Fuel Tanks**

All heating oil, propane/LP, and other fuel tanks shall be installed in accordance with all applicable federal, state, country, and local codes, laws and regulations governing the same, and in any case, shall be installed a minimum of five (5') feet horizontal distance from the furnace and shall be installed so as not to be visible from the side of the home facing the road. In the event that installation of the fuel tanks causes it to be visible from the roadway, the tenant will provide portable screening around the tank that is consistent with and matches the appearance of the home in color and design. Each lot shall have a single tank, which must be



designed for use as a home heating fuel tank. Converting fifty-five (55) - gallon drums or any other items not originally intended for the purpose is prohibited.

Each tenant is responsible for the proper maintenance and care of his or her fuel tank, at the tenant's expense. Existing tanks must be suitably maintained: all leaks must be repaired, tanks painted, leveled, and properly screened from the roadway. No liquid propane or other liquid gas tanks shall be stored inside of any home, and exterior installation of any such tanks must be by a licensed installer.

All underground oil tanks must be registered with the State of Maine Department of Environmental Protection accordance with all applicable DEP schedules and rules, and replaced with anon (DEP), and subsequently removed from the ground approved above-ground model, as described in these rules. Above ground fuel tanks will be the property of the tenant, and the tenant will be responsible for the care of the tank, as described herein.

#### **7. Tampering with Utilities**

Interfering with, tapping into, or otherwise tampering with any utilities or utility installations in the Community, including but not limited to Community electric service, telephone or cable TV service, plumbing connections, well facilities, sewer lifting stations, septic disposal fields, or any other Community utility connections or installations is extremely dangerous and strictly prohibited.

### **L. MOTOR VEHICLES**

#### **1. Registration**

All vehicles kept in the Community must be currently registered and inspected at all times. No unregistered, uninspected or inoperable motor vehicles of any size or type are permitted in the Community, and any tenant with such a vehicle on his or her lot, is guilty of a violation of these rules. Unregistered, uninspected or inoperable vehicles are subject to being towed away by Management, at the owner's expense and risk. Management will provide written notice of intent to tow a vehicle.

#### **2. Maintenance of Vehicles**

Tenants are permitted to perform only minor maintenance on vehicles within the Community. Changing oil is not permitted, due to lack of approved space for



dumping oil. Damage to paved parking areas of driveways caused by leaking gas, oil, or other automotive fluids must be repaired by the tenant, at the tenant's expense.

### **3. Speed Limit and Safe Driving**

All Community residents and guests must comply strictly with all posted speed limits of 15 mph at all times, and must at all times drive safely and only on designated Community roads, for the safety of all residents. Management reserves the right to make reasonable determinations of vehicle operating speeds and safe driving practices.

Driving on Community property under the influence of alcohol or other drugs will not be tolerated. In any case of speeding, driving under the influence or other unsafe driving behavior, by any tenant, or by the tenant's guests and visitors, the tenant will be subject to a violation notice, immediate restriction or prohibition of keeping or operating any vehicle in the Community, and will be fined in accordance with the fines as set forth in the Community Rate Schedule. Receipt of any two (2) or more violation notices within a twelve (12) month period may subject the tenant to eviction proceedings.

### **4. Commercial and Recreational Vehicles**

Residents may not park on site any motor homes or commercial trucks over one (1) ton. Recreational vehicles such as motor scooters, motorbikes, mini bikes, snowmobiles, motorized go-carts, ATV's or dirt bikes must be stored inside a garage or shed. Only one (1) canoe may be stored on the tenant's lot, but only behind the home, out of the eyesight of other residents. Motorcycles used for transportation purposes, such as to and from a location outside the Community, and with quiet mufflers, are permitted, but cannot be used for any recreational purposes within the boundaries of the Community.

ATV's, snowmobiles, mini bikes, dirt bikes, motorized go-carts, and any other gas-powered motorized vehicles other than cars and trucks, may not be ridden/operated within the Community. Proof of registration and insurance will be required for all vehicles prior to Management approval.

## **5. Parking**

- Vehicles must be kept parked in the driveway of the lot unless otherwise approved by Management in writing. No vehicle shall be parked within ten (10') feet of any fire hydrant.
- On-street parking is not permitted, unless approved by Management as a designated parking area. Any vehicle parked overnight in an unauthorized place is subject to being towed away at the owner's risk and expense, without prior notice. Vehicles shall not be parked on the grass. No tenant may keep any vehicle in his or her driveway that is covered in any way, unless prior written approval is received from Management. Any vehicle parked on a street during snow removal procedures will be subject to towing without prior notice at the owner's expense.

## **M. REPLACEMENT HOMES**

### **1. Replacing a Home Already in the Community**

When a tenant sells (or otherwise removes from the Community) a home in order to buy a newer or replacement home to be placed on the same lot, the tenant must provide Management with a thirty (30) day written notice of the intent to upgrade or change homes in the Community. The removal of the old home must be done in compliance with all the requirements of **Section 05**, Homes Being Removed from the Community, and the installation of the new home must be done with all the requirements of **Section N2**. Neither the removal of the old home nor the installation of the new home is permitted to occur unless the tenant is current in payment of all rent and other charges.

### **2. Replacement Dimensions**

All homes entering the park shall have a minimum width of fourteen (14') feet and a maximum length of seventy (70') feet, unless the lot size does not permit, as determined by Management.

### **3. Installation of Mobile Home**

Tenants are responsible for the set-up and installation of their mobile or modular home on the designated lot, in accordance with all applicable state statutes, regulations, and any applicable local codes and ordinances. Detailed set-up

standards are available from Management upon the tenant's request in addition to the foregoing, all of the following must also be done:

- All mobile and modular homes must be new.
- Homes may have two (2) bedrooms, two (2) bathrooms, and a den. Any other additions to the home are not permitted.
- Tenants must submit to Management four (4) clear color photos showing all sides of the home they would like to place on the lot, and other pertinent information requested by Management and describing the new home. Management will review this information to see whether the home meets all of the requirements contained in **Section J** of these rules, and will notify the tenant whether or not the home may be brought into the Community within seven (7) days of receipt of all requested information and photos of the home. If any of the requested information raises questions or issues about the home, Management shall have the right to request or receive further information regarding the home from the tenant prior to making its determination as to whether the home may be brought into the Community or not.
- Any improvements which the tenant needs or desires to accommodate the new home will be completed in accordance with the requirements of this section and **Section I** of these rules, and all at the tenant's expense. To any extent that Management performs or contracts for any work or materials in connection with the installation of any such improvements that will benefit the tenant, all costs incurred by Management in connection with that work must be reimbursed by the tenant on or before the new home's move-in date.
- The tenant must also provide to Management the name and contact information for the installer of the home, and must confirm the date of the move in writing to Management, at least fourteen (14) days prior to the move, so that Management can coordinate the moving activities with the installer, and so that a site representative may be available to oversee placing the new home.
- It is the tenant's responsibility to confirm with the tenant's own sales representative, dealer, or mobile home mover that the mover has appropriate liability insurance and has obtained any necessary permits. The tenant is



responsible for any damage caused by or in connection with the installation of the home.

- It is the tenant's responsibility to obtain a building permit from the Town, and to provide a copy to Management, prior to installing the home on the lot. The tenant is also responsible to ensure that the home is properly blocked, leveled, set up on the lot, hooked up to all utilities, and completely skirted and with all fuel tanks appropriately enclosed, within thirty (30) days after the home arrives on the lot.

## **N. TRANSFER OF HOMES**

### **1. Required of Full Payment**

Before any home can be removed from the Community, sold, or occupied by a new tenant or owner, all rental payments and all other charges and fees then due must be paid to Management in full. For this purpose, only cash, money orders or bank checks will be accepted. This rule is intended to comply with 10 MRS §9093(4).

### **2. Sale of Mobile Home/Requirements for Sale**

- Tenants owning a home in the Community shall have the right to sell the home to whomsoever they may choose as long as they are age fifty-five (55) or older. However, the decision as to whether or not the home may remain in the Community rests solely with Management. In addition, any purchaser of any home already in the Community will be treated in the same way as any other prospective tenant in the Community, 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 Community. In particular, Management shall be under no obligation to approve any such buyer as a tenant in the Community, and may deny any tenancy application by any such prospective buyer, based on selection criteria as described in **Section CI** above.

\* 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 seven (7) days prior to the closing of the sale.

- The seller of any home in the Community 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 Community rests solely with Management, and that,
  - Management has no obligation to accept the buyer as a tenant in the Community, 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 Community, and that,
  - The purchaser is responsible for the entrance fee and must contact the Community office to receive copies of these rules and of the Community Rate Schedule.
  - 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.

### **3. Sold Homes Remaining in the Community**

Tenants may sell their home and have it remain in the Community only if all of the following conditions are met:

- All homes being sold but remaining in the Community are subject to an inspection of the premises by Management. Management will notify the tenant whether or not the home is in conformance with the standards and

conditions specified in **Section J** of these rules. This determination is to be made in the discretion of management, whose decision shall be final.

- If the home fails to meet the standards and conditions specified in **Section J** of these rules, the tenant will be required to make repairs, and/or change or modify any portion, including any additional improvements, in order to bring the home into compliance. These repairs, changes or modifications must be completed before approval will be given for the home to remain in the Community.
- In addition to the foregoing, a sold mobile home may remain the Community only if the buyer has completed all of the requirements to become a tenant in the Community, including being approved as a tenant by Management.

#### **4. Real Estate Agents**

Tenants intending to sell their homes through a real estate agent must have the agent contact Management prior to listing the home for sale. A copy of these rules (bylaws) will be furnished to the agent, and the agent must comply with all of these rules. If Management has not been contacted prior to the home being listed for the sale with an agent, it will be assumed that the home is being removed from the Community when sold. Real estate agents must obtain the prior approval of Management to place any “For Sale” sign on Community property. No “For Sale” sign may be placed until Management has received a written notice from the tenant of his or her intent to sell. No “open houses” or similar events are permitted within the Community at any time.

#### **5. Homes being Removed from the Community**

Homes will not be permitted to be removed from the Community if all of the requirements of this paragraph have not been met. The tenant must provide Management with a forty-five (45) day notice of intent to remove his or her home from the Community. In addition, Management must be notified of the actual removal date at least ten (10) days prior to removal of the home from the Community. The person who is engaged to remove the home from the Community must provide Management with a letter signed by the tenant which indicates that the tenant has authorized this person to remove the home. It is the tenant’s responsibility to obtain any necessary municipal or state permits in order to move the home. The tenant is responsible for the remaining current with the rent at all



times throughout the sales process and until closing occurs and the home is actually removed from the Community.

The tenant must provide written evidence from the local taxing authority that all taxes on the home have been paid in full prior to removal.

The tenant assumes full responsibility for any utility disconnection and for the notifying any utility company of the disconnection. The tenant is responsible for moving the home and for leaving the lot space free of debris. Any debris including trash, miscellaneous parts or furniture that are left behind will be removed by Management and the tenant will be charged for the time and equipment use, as well as any applicable disposal fees that Management has to pay to dispose of any items.

Homes may be removed from the Community only between the hours of 8:00 AM and 4:00 PM and only after all of the requirements listed above have been met.

## **O. HOMES DEEMED ABANDONED**

### **1. Notice and Disposal**

In the event that an evicted tenant fails to remove their home from the community, Management will send written notice of the intent to dispose of the tenant's home to the last known address of the tenant with a copy to any lienholder, if known.

- The tenant or lienholder must respond to the notice within fourteen (14) days or Management may dispose of the property as set forth below.
- If the tenant or lienholder does respond to the notice and claims ownership, the tenant or lienholder shall take possession of the property within twenty-one (21) days.
- If the tenant or lienholder timely claims the property but is not able to move the property within twenty-one (21) days due to weather or posted road conditions, Management will allow the tenant or lienholder to remove the property after the twenty-one (21) day period but may charge for any additional costs incurred as a result of the delay
- If a tenant or lienholder does not claim ownership of the property within fourteen (14) days after notice is sent or fails to take possession of the

property after claiming ownership, Management may take one or more of the following actions:

- Condition the release of the property to the tenant or lienholder upon payment of all rental arrearages, damages, costs of legal fees and costs of storage;
- Sell any property and apply the proceeds to rental arrearages, damages, costs of storage, marketing expenses, legal fees and outstanding taxes;
  - Any balance after this sale will be sent to the tenant's or lienholder's last known mailing address. If the balance is then returned, it will be forwarded to the Treasurer of State; and
- Dispose of any property that has no reasonable fair market value.

## **P. 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, to Management at its local office, or to the tenant at the rented lot in the Community.

### **2. Amendments**

Amendments to these rules may be made from time to time by Management in its discretion, and copies of the amendments will be distributed to Community tenants. Amendments will become effective after proper notice (30 days) is given to Community tenants.

### **3. Effective Date**

These rules and regulations will become effective on and a copy of these rules will be delivered to each tenant at least thirty (30) days prior to said date.

### **4. 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.

#### **5. Use of Certain Words**

As used in these rules, the term “resident” shall mean and include all tenants, as well as all other residents of the Community or lot, as appropriate. “Community” shall mean Silver Lake Estates. All references to rules shall mean these Community Rules and Regulations.