

LINNHAVEN RULES
(April 2002)

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DEFINITIONS:

Community - All leased premises including roads, entrances, common areas, office, etc., (also referred to as Linnhaven).

Guest - Person invited or uninvited; coming to, going from or visiting a leased premises of a tenant. Guest(s) visiting a leased premises more than any part of 3 days and/or nights must register with and be approved by management, and pay appropriate fee (as provided for in rent schedule). Approved guest(s) are limited to a maximum of 14 days in any consecutive 12-month period.

Leased premises -The area directly above and surrounding the tenants home.

Management - Linnco Inc., located at 1 Office Place, Brunswick, ME 04011 and including all employees of Linnco Inc., also referred to as we or us.

Registered Occupant-Person accepted by management (in writing) to reside in the community with a tenant. Only family members of the tenant may become registered occupants.

Rent Schedule- The schedule, which determines rent amount due as conditions change and lists other Linnhaven rules and charges.

Resident- Tenants, registered occupants and roommates approved by management.

Roommate - Person accepted by management (in writing) to reside with a tenant and not a member of the tenant's family. Family is defined as related by blood or marriage.

Rules - Community programs, standards and guidelines, all Linnhaven newsletters, rent schedule, federal, state & local codes, ordinances and statutes, etc. and any other relevant public policies.

Tenant - Actual homeowner (approved by management) and person who has signed the lease agreement. Also referred to as you and your.

1. PAYMENT

- 1.1 The rent is due and payable on or before the 1st day of each calendar month. All rents received on or before the 5th of each month may receive a discount (subject to the terms of the rent schedule). We have two-drop boxes available for your convenience. Mailed rents must be received in the office by the 5th in order to obtain the discount (we do NOT honor "postmark" dates). Rent payment must be by check or money order only and addressed as follows: LINNCO INC., ONE OFFICE PLACE, BRUNSWICK, ME 04011.
- 1.2 Rent not received in the office on or before the 5th of the month will be past due and no discount will be granted. Any tenant who has not paid the appropriate amount of rent within the stated time frames will be in violation of rules and lease agreement. Check(s) returned for insufficient funds will be assessed a service charge (as provided for in rent schedule). Repeat offenders will be required to pay with money orders or bank checks. Management has the right to satisfy any obligation of a tenant owed to Linnhaven with any proceeds from that tenant. This may result in a delinquent rent account and loss of discount

2. TERMINATING THE LEASE AGREEMENT AND REMOVAL OF HOME

- 2.1 No tenant shall remove a home unless and until management has received the required 45-day written notice for removal of the home. The rent and other charges must be paid up through the end of the 45-day time period. The tenant must provide written proof that all town taxes through the actual date of the transfer of ownership and/or removal of the home are paid up in full. For homes leaving the community the tenant must first remove everything from the leased premises (excluding the cement blocks and pressure treated [or other] pads. Before the home is removed the tenant will make sure that the leased premises is clean, free of debris, in good appearance and condition and the account has been paid in full. We require cash, money order or a bank check for final payments. **Cement blocks and pressure treated (or other) pads on all units set up after May 1,1997 are the property of Linnhaven and must remain on the leased premises. You may not remove these items from the leased premises at any time. The electrical cable is the property of Linnhaven and must not be cut or removed. .**
- 2.2 Towing entities must have prior written approval from management to remove the home. To save time and inconvenience the tenant should advise the towing entity to call 1 week before and to stop at the office for clearance before connecting tow truck to home. **No home may be removed from the community/leased premises until all money due to Linnhaven is paid in full.**

3. TERMINATING THE LEASE AGREEMENT AND TRANSFERRING OWNERSHIP OF THE HOME WITH THE INTENT OF THE HOME REMAINING ON THE LEASED PREMISES

- 3.1 The procedure to transfer ownership of a home with the intent of leaving the home on the leased premises subsequent to the transfer of ownership is described herein. The procedure must be complied with in it's entirety. Failure to follow and comply with all terms and conditions of the procedure will result in the home having to be removed from the community before there is a transfer of ownership. This section also applies to current tenancies.
 - 1) Notice of intent to transfer ownership must be given to Linnco Inc. in writing 45 days prior to the date of the transfer of ownership.
 - 2) Upon receipt of written notice of intent to transfer ownership we may complete an inspection, which will list the conditions under which the home can remain on the leased premises subsequent to the transfer of ownership. The conditions are explained herein. All conditions must be complied with before the transfer of ownership.
 - 3) The tenant and proposed tenant must have written consent (before a transfer of ownership) from

management that the home may remain on the leased premises after a transfer of ownership.

4) All tenants and residents must complete an application for residency. The application will require credit and character references, social security number, date of birth, and other pertinent data.

Management also has the right to request a personal interview with a proposed resident.

Management has the right to reject a proposed resident based on: financial, environmental, conservation and best interest of community factors and/or information that may be obtained from the application process. There is a non-refundable fee due with the application (as stated on the rent schedule). The proposed resident(s) must be accepted by management in writing before a transfer of ownership or before residing within the community.

5) The proposed tenant must pay to Linnco Inc. a non-refundable entrance fee as provided for in the rent schedule before tenancy will be established.

6) If the current tenant and the proposed tenant are not in complete compliance with the entire rules than the home will have to be removed from the leased premises before there is a transfer of ownership as otherwise the home will not be permitted to remain on the leased premises and the proposed tenant will not be able to establish tenancy.

7) Compliance with this procedure does not guarantee that a home can remain on the leased premises when there is a transfer of ownership. A home coming into the community or planning to stay in the community subsequent to a transfer of ownership is purely at the option of management.

Management expressly reserves all contractual rights received from a lease agreement in effect before August 4, 1988. Management expressly reserves its right to enforce section 6.5 of the Linnhaven Rules and Regulations (dated January 1, 1986) for lease agreements that were in effect before August 4, 1988.

8) For Sale signs may be placed in the window inside the home. Size is limited to 20x20 inches. No yard signs or outside display signs are permitted. Notify management of intent to sell before placing for sale sign.

9) We may limit the number of people on a particular leased premises based on sewer capacity, density ratio, best interest of community, lot size, etc.

10) Cement blocks and pressure treated (or other) pads on all units set up after May 1, 1997 are the property of Linnhaven and must remain on the leased premises. You may not remove these items from the leased premises at any time. The electrical cable is the property of Linnhaven and must not be cut or removed.

3.2 Leased Premises Rehabilitation – In the event tenant terminates their tenancy, management will inspect the leased premises. After the inspection, we will provide the tenant with a description of what we want to do (if anything). Please note because of the nature of some of the work required on leased premises a tenant's home may have to be removed before or subsequent to the transfer of ownership. If we do work that requires the home to be removed from the leased premises prior to transfer of ownership, the tenant agrees that once the home is removed from the leased premises he has no right back to that leased premises or any other leased premises in the community.

3.3 Home Inspection - After management receives the tenant's 45-day notice of intent to transfer the ownership of a home, we will determine the conditions under which the home can remain on the leased premises subsequent to a transfer of ownership. In order for a home to be permitted to remain on a leased premises subsequent to a transfer of ownership the home must meet the standards described herein. If at any time a home does not meet these standards it will be in violation of the rules.

A) The home must be in compliance with all pertinent laws, codes, ordinances, statutes, regulations, standards and the rules. Every single part of the home and its accessories must be safe, in good working condition and good appearance.

B) EXTERIOR SIDING - Must be clean; free of rust, stains or holes; uniform, safe and in good repair.

C) ROOF - Must be designed and constructed to withstand vertical and horizontal forces to which it may be subjected in accordance with criteria established by an authority having jurisdiction (ANSI A225.1 Standard). All roofs must be the original roofs as manufactured by the factory. Add-A-Roofs are not permitted.

D) WINDOWS - A window must be located in each bedroom except a bedroom that has an exterior door. Each window should have an opening of at least five (5) square feet; the shortest permitted distance of the opening shall be at least 22 inches. The window must be located within 36 inches from the floor level. Windows and their accessories must be safe, in good repair and working condition.

E) DOORS - All homes are required to have two (2) exterior (entrance) doors. Each door must have an exterior light adjacent to it. The exit opening must be not less than 28 inches in width and 6 feet in length.

F) SKIRTING - Must be clean, in good repair and appearance, free of holes or cracks, factory manufactured and installed in compliance with the factory installation instructions.

G) STEPS AND HANDRAILS - Must be built to the standards of the local building codes or The National Fire Protection Association Manufactured Home Installation Guideline (NFPA 501A).

H) PORCHES, DECKS AND OTHER ADDITIONS - Porches are limited to 6 feet maximum width and 12 feet maximum length. Porches are permitted on the patio (front door) side of the home. Porches must be built and maintained in accordance with the NFPA 501A guidelines, rules and local building codes. Any type of attachment or addition to a home is not permitted. If the home has one it must be removed and restored to its natural looking condition.

I) WIDTH OF HOME - Must be at least 11 feet, 6 inches.

J) PLUMBING SYSTEM - Must be inspected by a licensed person that will give management a written statement that the plumbing is safe, reliable and meets or exceeds applicable state and local codes.

K) ELECTRICAL SYSTEM - Must be inspected by a licensed person that will give management a written statement that the electrical system of the home is safe, reliable and meets or exceeds applicable state and local codes. The licensed person must also certify in writing that the home has a smoke detector in good working condition that is wired directly into the electrical system of the home.

L) HEATING SYSTEM - Must be inspected by a licensed trade person for the type of heating system the home has. The licensed trade person must give management a written statement that the heating system of the home is safe, reliable and meets or exceeds applicable state and local codes.

M) HOME BUILDING STRUCTURE - Must be inspected by the local codes enforcement officer. The officer must give management a written statement that the home is built to the applicable standards and the home structure is safe, sound and reliable.

N) SMOKE DETECTORS - Are required.

O) AESTHETIC APPEARANCE - The home and any accessories must be in agreement with the beauty of and general community appearance.

3.4 (3.2) J, K, L and M may be waived at the option of management if the home is HUD certified.

4. HOME, SHED, STEPS & YARD

4.1 Skirting is required and must be factory designed vinyl material only. Skirting is to be installed within thirty (30) days after entrance into the community.

4.2 Storage sheds are to be of wood (Texture 1-11) construction only. No particleboard or chipboard type of exterior siding will be permitted. Size is limited to 8'x8' with a maximum of 8 ft. height. Style to be gambrel and shed is to be kept painted or stained. Anyone purchasing a shed must first notify the office for proper approval and instruction as to placement on the leased premises. In the event a shed is placed in an area that interferes with maintenance, the shed will be moved at the tenant's expense. Only one shed is permitted on a leased premise. Metal sheds are not permitted. See requirement guidelines (available at office).

- 4.3 Steps must be of solid construction with enclosed risers and handrails. Steps are to be kept painted and or stained and in good repair. Steps should be placed at all entrances. Metal steps are not permitted. See construction requirement guidelines (available at office).
- 4.4 Oil tanks are the tenant's responsibility. Tenant should make sure his/her homeowner's insurance covers liability for oil spills or leaks. Linnhaven does not own any oil tanks. Oil tanks must be located either under the home or steps. If located underneath the steps, the platform must be one level. Oil tanks must be well maintained and painted.
- 4.5 Nothing is to be added to, built on to or changed on the exterior of the home or on the leased premises without first presenting written plans to management and obtaining written permission from management. This includes (but is not limited to) satellite dishes, sheds, steps, decks and awnings, etc. Added roofs and rooms are not permitted. The only items permitted on leased premises are an approved shed and approved steps. We will want to see a sketch of any proposed improvement before permission is granted. Fences and carports are not permitted in the community. Any construction, repairs or alterations to a home, leased premises, or accessory, etc. must have prior written approval from management and must be completed to finished product (including paint or stain) within 30 days of start of project or delivery of materials (whichever is earlier). Any permit required for construction or placement of anything on the leased premises is the sole responsibility of the tenant. Tenant will pay any additional taxes due from any item placed on a leased premise. Example: Rental sheds (including rent to own).
- 4.6 Swimming pools are restricted except for the small portable kiddie pools that can be removed daily and stored in a shed or under the home. Swing sets are not permitted. All toys must be placed inside when not in use. Basketball pole assemblies (or similar) are not permitted.
- 4.7 Tenant agrees to maintain the leased premises and home in an attractive and well kept manner including (but not limited to) lawns, flowers, shrubs, home exterior, decks, sheds, steps, skirting, driveway, cement patio, any Linnhaven property, etc. The yard must be kept neat and in good repair at all times (no dog holes, tire ruts, etc.). Management reserves the right to cut the grass at a leased premise at tenant's expense (at labor rate on rent schedule) without prior notice to tenant. High grass is of utmost concern to management - if there is high grass at your leased premises you will receive a letter (with charge) or it may be done with no notice. We also reserve the right to apply weed/grass killer on any high grass. Grass 5" or more is considered high grass.
- 4.8 **NOTHING IS TO BE STORED OUTSIDE THE HOME.** This includes (but is not limited to) toys, tools, snow shovels, rakes, firewood, building wood, spare tires, truck caps, bicycles, etc. Items are to be stored in a shed, under the home or in the home. Boats, campers, motorcycles, canoes, recreational vehicles, etc. cannot be stored on the leased premises. If it is too large to put in your shed or under your home it is your responsibility to arrange for off-site storage.
- 4.9 Small flower gardens are permitted next to the home or patio by approval from management. Garden area must be restored (including loam, seed, hay and raking) to original condition before departure of home. Flower boxes, pots, etc. must be kept in an attractive condition or removed.
- 4.10 Any damages to leased premises will be repaired by tenant or by management at tenant's expense. Do not park vehicles on lawns or grass; keep all wheels on the hot top. Vehicles leaking oil (or any other substance) are not permitted in the community. Damage to driveways (from all leaks or other reasons) and damage to any other Linnhaven property may be repaired at the tenant's expense.
- 4.11 Only umbrella type clotheslines are permitted and instructions for placement are to be obtained from management before installation.

- 4.12 Management reserves the rights of unlimited access onto the leased premises to inspect, maintain, repair, or make improvements on leased premises. Repairs necessary due to neglect or damage by tenant will be made by tenant or by management at tenant's expense.
- 4.13 No open fires are permitted in the community. Barbecue cooking is to be done on factory manufactured grills only. Flammable or hazardous materials (gas cans, kerosene, etc.) are not to be stored under or within a home. All leaves, pine needles and other rakings or debris, etc. must be bagged and properly disposed of. Do not pile them around homes or sheds. Do not rake them into drainage ditches. Wood stoves are not permitted in the community. No firewood is permitted to be stored within the community.
- 4.14 Homes damaged by fire so that they are unsafe or uninhabitable are to be removed from the community at the tenant's expense upon written request from management. Rent continues until a 45-day notice terminates the lease agreement.
- 4.15 Street numbers are required on the front end (facing the street) of all homes and must be at least 3 1/2 inches in size.
- 4.16 No lawn or yard sales are permitted in the community.
- 4.17 TV antennas must be of quality construction materials and mounted on the side of the home opposite the front door, towards the rear, kept in good repair and appearance. They must be attached with a bracket designed for that purpose and must be at least 30 feet from power poles. Any CABLE TV, telephone, or other cable line is to be buried underground and brought up through the bottom of the home. Satellite dishes are to be small in size and mounted on roof only. No cables or wires are to be exposed, hanging loose on top of ground or on top of roof. A licensed trades person must do all work, to code. Present plans to the office before starting any work.
- 4.18 Installation, repair and maintenance of any telephone line, cable line, satellite dish line, telecommunication line, etc. is the responsibility of the tenant. All work must be done to code by a properly licensed technician. The skirting may not be used as a conduit. All lines must be secured, concealed and buried.

5. SERVICES

- 5.1 Tenant is responsible for all snow removal except streets.
- 5.2 Anyone plowing a driveway in the community must have their insurance agent provide our office with a written certificate of insurance before November 1 of each season. Plowing is only permitted directly above the hot top. Any damages done to driveways, lawns, patios, etc. will be repaired by tenant or by management at tenant's expense.
- 5.3 Do not put salt on the cement patios; it will pit and scale the cement. We suggest keeping a coffee can full of sand or kitty litter, it works well without the damage.
- 5.4 Driveways must be cleared of snow within 24 hours after a storm or management reserves the right to do so at the tenant's expense. Do not park in the streets during a storm, snow removal operations or overnight. Residents and guests are not to play, sled, ski, etc. in the street during snow removal or at any time.
- 5.5 All street signs within the community are part of these rules.

- 5.6 Trash and recyclables are collected by the Town each week. Call Brunswick Public Works for pick up times and schedules. Tenant is required to place trash in tightly tied plastic bags inside tightly lidded containers at the end of the driveway each trash day (no more than 2 hours before truck arrives). Recyclables are to be placed in lidded containers and at end of driveway each recycle day (no more than 2 hours before truck arrives). Do not put trash or recyclables out the night before. Do not put trash or recyclables out loose (in boxes, paper bags, etc.).
- 5.7 If trash or recyclables are not collected by late afternoon on the day of scheduled pickup, call Brunswick Public Works for information. If for some reason, it will not be collected on that day, it is the tenant's responsibility to dispose of it at the town landfill or recycling center. The Town Sanitation Ordinance is a part of these rules.
- 5.8 If, for any reason, the town discontinues trash or recycling service, it will be the tenant's responsibility to dispose of trash at the Town Landfill and recyclables at the Recycling Center on a weekly basis. The Town Sanitation Ordinance is part of these rules.

6. PETS

- 6.1 No farm type or wild animals are permitted in the community. No outside houses, cages or shelters for pets are permitted.
- 6.2 Traditional domestic pets (tropical fish, birds, gerbils, etc.) are permitted provided they remain inside the home. Cats and small dogs are permitted and are to remain inside the home unless on a leash, attended by an adult and closely supervised. Pets are not to be left outside unattended in any manner for any length of time. Tenant will supervise pet so it will not become a nuisance in any manner. Your pet is not permitted on any other leased premises or common community areas. Pet waste is to be cleaned on a daily basis. The animal control officer will be called to pick up any loose or unattended pets.
- 6.3 Cats and dogs must be spayed or altered and have rabies vaccinations. They must also be registered on your file at the office and have any appropriate town licenses. **Large dogs are not permitted.** Tenant's not owning cats or dogs upon entering the community agree not to get them in the future. All state and local statutes, Town Leash Law, etc. are part of these rules. Management may request the removal of any pet that becomes a problem or a nuisance, (barking dogs, running loose, etc.).

7. CONDUCT & GUESTS, ACCEPTANCE & REGISTRATION

- 7.1 Residents and guests (invited or uninvited) will comply with rules, speed limit, town ordinances, state laws and any other relevant public policy, laws, etc. Tenant is responsible for all actions and any damages or violations of rules, lease agreement or Rent schedule within the community caused by themselves, registered occupants, roommates, guests (invited or uninvited) or other persons. Only persons accepted by management (in writing) may remain within the community and/or within a home. Registered occupants, roommates and guests do not have a lease agreement with Linnhaven and agree to leave Linnhaven immediately upon request from Management.
- 7.2 No renting or subletting of homes is permitted in the community. Tenancies are non-transferable.
- 7.3 Drunken behavior, fighting and other disputes between family members or neighbors are domestic disturbances and the police should be called as they are trained to handle such matters. Assault or threat of assault, verbal abuse, gestures, etc. Towards management is grounds for eviction. Any activity, which creates a negative effect on the quality of life within the community, is not permitted. Management has the right to prohibit anyone from entering, remaining or being anywhere within the community. Should management decide a person is prohibited from entering the community, leased premises, etc., tenant will not invite or encourage prohibited person from entering community, leased premises, etc. Loud parties, music, other noise or commotion is not permitted. Music or noise

of any kind is to be greatly reduced between 8 PM and 8 AM. Lease agreements may be terminated as provided for under Maine Landlord-Tenant Statutes Title 10, Section 9097, and Terms of Rental Agreement.

- 7.4 Day care, baby-sitting or any other business activity is not permitted within the community or at the leased premises.
- 7.5 Any activity or lack of activity, which creates a detrimental or negative impact, including damage to the community (aesthetic or substantive) may be repaired immediately by management at the tenant's expense and is a violation of the rules.
- 7.6 Residents and guests are to remain on their own leased premises. Being in the street; around pond, office, garage, another tenant's leased premises or anywhere other than the leased premises where resident is staying is not permitted.
- 7.7 Guests are persons invited or uninvited; coming to, going from or visiting a leased premises. Guests visiting a leased premise more than any part of 3 days or nights must register and be approved by management and pay appropriate fee (as provided for in rent schedule). We may require a prospective guest to complete an application for residency. Approved guest(s) are limited to a maximum of 14 days in any consecutive 12-month period. If a tenant has a guest that visits longer than the permitted time limit, tenant will be in violation of lease and rent will be adjusted to "in violation rate" (see rent schedule). Guests are expected to comply with the speed limit and all rules. Tenants are responsible for the actions of guests and other residents at the tenant's leased premises. A guest is anyone in the community who is not a resident.
- 7.8 Any guest wanting to visit longer than the permitted time limit must complete an "Application for Residency" and if approved rent will be adjusted for the additional resident(s). All prospective tenants and residents must complete an application for residency. The application will require credit and character references, social security number, date of birth, and other pertinent data. Management also has the right to request a personal interview with a proposed resident or guest. Management has the right to reject a proposed resident based on: financial, environmental, conservation and best interest of community factors and/or information that may be obtained from the application process. There is a non-refundable fee due with the application (as stated on the rent schedule). The proposed resident(s) must be accepted by Management in writing before a transfer of ownership or before residing within the community, or within a home.
- 7.9 Only one family, as listed on and limited to the original lease agreement, may occupy a home. A family is related by blood, marriage or law.

8. VEHICLES

- 8.1 The speed limit within the community is 5 MPH. Tenant is responsible for anyone coming or going to tenant's leased premises (invited or uninvited) in excess of 5 MPH. Only vehicles that are properly registered, inspected, insured and in good repair & appearance are permitted in the community. Vehicles that leak any fluid are not permitted in the community. A maximum of two vehicles per leased premises is permitted. Each vehicle belonging to a resident must display a Linnhaven parking sticker (rear window, lower driver's side). Vehicles with no Linnhaven parking sticker may be towed without notice. Commercial vehicles or vehicles larger than a pick up are not permitted.
- 8.2 Only licensed, insured drivers are to operate motor vehicles on community property. Operators must comply with the 5 mph speed limit. Management reserves the right to prohibit any person, resident or guest from driving within the community. A motor vehicle, attended or unattended, may not be parked in the street during storms or overnight. Such vehicles will be towed at owner's expense.

Tenant will not repair, overhaul or paint any vehicle on community property; or perform any work that will take longer than 20 minutes to complete. Any damage to leased premises or driveway caused by any vehicle will be repaired at tenant's expense. Fluids, oil in particular, will create major damage to hot top. Management will definitely require you to repair the hot top for any such damage.

- 8.3 Motorcycles must be registered, inspected, insured, have quiet mufflers and be operated only by properly licensed and insured drivers. They must also comply with the 5 mph speed limit and must use a platform for the kickstand so as not to damage the driveway. No mini-bikes, three or four wheelers, snowmobiles or any other recreational vehicles are to be operated or permitted in the community. Motorcycles may not be stored outside on the leased premises when not in use or between October 15 and May 1.
- 8.4 Tenant will not park, store or place any motor home, utility trailer, travel trailer, camper, boat or any other item on the leased premises. Outside storage of any type is not permitted. Vehicles not in compliance with rules may be towed at anytime at tenant's expense.
- 8.5 All Linnhaven traffic signs and the Brunswick Traffic Ordinance are part of the rules. Tenants are to observe and comply with these signs, ordinances and other traffic laws and insure that registered occupants, roommates and guests do so as well.

9. UTILITIES

- 9.1 All plumbing above ground is the responsibility of the tenant. Routine inspections should be made by tenant to be sure there are no dripping or leaking faucets, showerheads, toilets, etc. and if so, they should be repaired at once. Drips and leaks waste water and in the winter months can cause freeze-ups. Do not water lawns, use automatic sprinklers or permit water to continuously run or drip in any manner. Excessive use of water due to leaks, etc. will be at a minimum charge to tenant of \$20.00 per day. Please note we have a sophisticated leak detection system that will easily show any leak or dripping in the community. Watering of flowers etc. must be done after sunset.
- 9.2 All outside water lines must have heat tapes and insulation installed - water boxes must have bulk insulation. Heat tapes are the tenant's responsibility and should be checked each fall to be sure they are operating properly. Any damages to the water lines under a home are also the tenant's responsibility. Each water box has a shut off valve; be sure you know where it is and how to turn it off. Management reserves the right to shut off water to a home in cases of emergency or leaks.
- 9.3 Only toilet tissue and excretory waste are to be flushed down the toilet. Do not put grease, paper towels, sanitary napkins, disposable diapers, etc. into the system. Plugged systems will be repaired at tenant's expense. We check all septic systems each year. If your system has anything other than toilet tissue or human waste, you will be charged for the pumping and/or repair of the system.
- 9.4 Occasionally emergencies arise that require us to shut off the water to several homes or the entire community. If you notice the water is off you should switch the circuit breaker for the hot water tank to the off position until water is restored.
- 9.5 When leaving your home during the winter months, be sure to leave your heat on at least 68 degrees to prevent frozen pipes. If leaving for more than a few days you may consider winterizing the home and/or having a neighbor check it daily for you. A licensed trades person accepted by management must do any winterization.
- 9.6 Electrical wiring inside the home and/or under the home to the electrical box is the responsibility of the tenant. Should lightning strike and/or any other electrical hazard occur affecting the electrical system, tenant must have it repaired to standards set by the code in the town.

9.7 Do not use salt or similar products on or near the cement patios or wooden steps. The salt or similar product will accelerate the life of the oil tank and or cement and will easily cause damage to both. If an oil tank is weeping or leaking any oil, Linnhaven is authorized to have the tank disconnected, removed, pumped, transported, disposed, etc. at the tenants expense. In the event of cold weather, Linnhaven may provide a temporary oil tank at the rate of \$40.00 per month + installation charges. Any and all clean up costs or associated costs will be at the expense of the tenant.

10. LEGAL

10.1 Management retains the right to waive, in writing, any one or more of these rules with respect to any one or more resident(s). Waiver of any one rule will not be deemed a waiver of any other rule unless expressly stated therein, nor will a waiver on behalf of any specified individual(s) be deemed a waiver for any unspecified individual(s).

10.2 If any provision of the rules or agreements contravene or become invalid under the ordinances of the town, state or county - such contravention or invalidity will not invalidate the entire rules or agreements but will be construed as if not containing the particular word, phrase, provision or performance held to be invalid. All other rights and obligations of the parties will be enforced accordingly.

10.3 The rules, lease agreement, rent schedule, and newsletters are one document and are to be used and/or interpreted as one complete agreement.

10.4 Linnco Inc. is not liable or responsible in any way for damages due to fire, theft, vandalism, acts of God, etc. or any other damage to a home or any other property belonging to residents living in the community or being on community property unless the loss or damage is due to Linnco's negligence.

10.5 Linnco Inc. will not assume any responsibility (financially) for relocation costs, inconveniences or hardship costs because of (and not limited to) condemnation of leased premises or land because of environmental or change in land use reasons, etc.

10.6 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.

10.7 Homeowner/ tenant is required to have homeowner's insurance and liability insurance in full force and effect at all times.

11. EMERGENCY & FIRE

11.1 During high winds tie down, secure or take in all loose items, particularly: trash cans and covers, toys, lawn chairs, patio umbrella's and any other items that could be blown around in high winds. If possible, place items in shed or under home. Secure vinyl skirting. In cases of evacuation; shut off: propane gas tanks, electricity at the power pole (main breaker switch in the box), water to the home (in outside water box) and any other systems that can be shut down. You should always have 2 fire extinguishers ready for use.

12. AMENDMENTS