Community Rules

Grey Stone Mobile Home Cooperative

A Resident Owned Community

Owned and operated by: Grey Stone Mobile Home Cooperative, Inc.

Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 45 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

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YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 45 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE COMMUNITY IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE:

6 State House Station Augusta, ME 04333
online at:
http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27934

I. GENERAL RESPONSIBILITIES

1) The cooperative is responsible for:
   - All underground utilities
   - Snowplowing of roads
   - Maintenance of roads and common areas
   - Trees
   - Utility Poles unless owned by the electric company
   - Enforcing the community rules of the co-op

2) The homeowner is responsible for:
   - Hooking up to utilities and maintaining connections (as well as keeping the home fit for habitation).
   - Upkeep of their lot
   - The care, maintenance and snow removal of their own walk-ways and driveways.
   - Obeying community rules
   - Payment of lot rent on time
   - Prominently displaying the street number on the front of the home for emergency location (911)
   - All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the co-op.

3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.

4) The speed limit in the community **is 10 (ten)** MPH.

5) Discharge of firearms, BB guns, Airsoft guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed.

II. OCCUPANCY

1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's bylaws.

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2) All lot rents are due on the 1st day of the month. There is a 4% late charge for rent received after the 15th (fifteenth) day of each month. Non-members will pay $70.00 dollars above the prevailing member lot rent. A returned check fee will be assessed ($40.00) over the current bank fees per check. Checks returned for NSF will be retried up to three times.

3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative as a condition of allowing the home to remain in the community.

   For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

   A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

   If the Corporation is owed money by the resident, the Board of Directors will only execute an occupancy agreement for the new owner(s) of the home, if all monies owed are paid to the Cooperative or an acceptable written arrangement to pay any back owed amounts is executed and approved by the Board of Directors of the co-op.

   a) For sales of homes:
   i) The letter will contain the agent's name, telephone number, and address.
   ii) In accordance with Section II. 3 of these Community Rules, the Corporation will not execute a new Occupancy Agreement until all monies owed are paid to the Cooperative or an acceptable written arrangement to pay any back owed amounts is executed and approved by the Board of Directors of the Co-op.
   iii) Upon sale of the home, the Board must be provided a copy of the Bill of Sale containing the seller, buyer, date, and amount of sale.
   iv) If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with Maine state law.
   b) For removal of homes:
      i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.

ii) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.

iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.

c) For homes to be moved in:

i) The Board of Directors requires written approval of all new and used homes prior to delivery.

ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community.

iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.

iv) All work must meet the minimum standards set by the State of Maine.

4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed. No soliciting is allowed in the community (other than school age fundraising drives).

5) Sewer disposal systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a co-op member, you are an owner of our systems and premature failure of the system is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Cooperative property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

7) Notify the Board of Directors if there are any additions of occupants in your home. Guests are allowed to visit up to 15 consecutive days and no more than 30 days in a 12-month period. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party (unless joining the voting membership). Each additional adult Occupant must meet the Cooperative Criminal Background Criteria and submit an application and authorization for a criminal background check to the Board of Directors. Payment for the screening is to be paid by the member requesting the additional occupant.

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8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.

9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.

10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.

11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected. Quiet hours are from 10pm to 7am. No residents or guests shall loiter in common areas or after dark.

12) Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with DEP standards as published by the Maine Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under the State of Maine.

III. BUILDINGS AND STRUCTURES

1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.

2) Accessory buildings, porches, decks and skirting are to be kept in good repair so the appearance of the home and lot are attractive overall.

3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railings and in accordance with the town's building code. Any stairs with three steps or more are required to have railings on both sides.

4) No more than two utility buildings are allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
    a) may not exceed town code for limit on size; and
    b) doors and windows stay in good repair and are able to be closed

5) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the request, and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.

6) There shall be no tree house's in the cooperative. Trampolines are strictly prohibited. Pools should be covered or emptied when not in use.

IV. SITES

1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.

2) Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible. Trash containers should only be at the curb the night prior to pick-up day and must be removed within 24 hours of pick-up.

3) Yards, porches and patios are to be kept neat, free of debris, clutter and unsightly items. Storage of toys, bicycles, tools, and other personal items must be kept in a Storage unit or stored neatly and or out of sight if no shed. Lawns are to be kept trimmed and mowed. If a lot is neglected, the Board of Directors will send the homeowner a Notice of Rules Violation. If the violation is not remedied by the date on the violation, the Cooperative reserves the right to have the lot cleaned/mowed at the owner's expense, or fine the homeowner $5 per day until remedied. Any fines assessed to the Cooperative by the town, or any other agency will be passed on to the homeowner of the specific lot(s) in violation.

4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home. Tarps, plastic etc. may be used temporarily only for home repairs, until they can be made. The Board of Directors must be notified in writing as to the reason and the expected removal date. Not to exceed 6 months without Board of Directors approval.

5) Outside burning of rubbish is **not** permitted. Gas and charcoal grills are permitted but should be kept a safe distance from the home. Fire pits or burn pits are only permitted if inspected and approved by the local fire department. This rule does not supersede any and all applicable fire codes. Firepits must be 8-10 feet from structures and over hanging tree limbs. Fire wood must be cut and stacked neatly.

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6) Picket style fences, no taller than 4 feet, maybe use for decorative purposes or for dog areas. Wire fences (chicken wire, chain link, etc.) lot perimeter fences, and privacy fences are not allowed. Fences must be able to be easily knocked down by a fireman, or residents trying to escape, in case of emergency. Fences must be approved in writing by the Board of Directors prior to installation.

7) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask the Board **before** you dig or plant, regarding where water and utility lines are (if known). DIGSAFE regulations apply.

8) Trees must not be planted, trimmed or cut without prior approval of the Board of Directors. Plantings of flowers or shrubs around the home and site is allowed and encouraged. If they are removed, the holes must be filled in and landscaped appropriately.

V. VEHICLES

1) No unregistered vehicles are allowed. No vehicles should be left up on blocks or jack-stands when unattended. Vehicles must be secured for safety at all times when being serviced.

2) Parking on streets will only be allowed for unloading or loading, or for gatherings, and only if traffic is not impeded. Ambulances, Snowplows and other vehicles must be able to get through at all times.

3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are allowed but speed limit of 10 (ten) must be followed and they should only be used on roadways. Children under the age of 16 must wear a helmet.

4) There is to be no racing or inappropriate use of any vehicles in the community.

5) The speed limit is **10 (ten-10 MPH).**

6) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.

VI. ANIMALS

While the members of this community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

1) Domestic pets are allowed in this community with restrictions. A home may not have more than 3 dogs. Residents that own a pet must abide by Chapter 719, 720, and 721 of the Maine State Revised Statutes, Title 7, Book 2-B. Placement of farm and wild animals on any cooperative property is not allowed.

2) These animals are prohibited:
   a) Any animals with a history of aggressive behavior or biting.
   b) Any animal that is on a list of prohibited pets, if provided by the Cooperative's insurance company.

3) Permitted dogs will be under control of the owner or tied up when on the lot. All dogs must be on a leash when off of the lot, no exceptions. A barking dog may not be left outside for longer than ten minutes. Dogs shall not be left outside when a homeowner is not home.

4) Manufactured dog kennels, with walls between 4 & 7 feet tall (no larger than 10 feet in length or width) will be allowed. Dog crates and carriers are not to be used outdoor. Dog runs between buildings and/or trees are not allowed.

5) All cats must be spayed/neutered by 4 months of age. Rabies shots must be up to date. Proof must be given to Grey Stone Mobile Home Cooperative.

6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner. No pet waste should ever be left on the lot.

7) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

VII. VIOLATIONS

For any violation, the board will issue a "friendly rule reminder" identifying the rule violation and giving the homeowner a reasonable period of time, to be determined by the board in its sole discretion, in which to cure or end the violation. In the event the homeowner fails to so cure or end the violation, the following fine schedule shall apply:

a. First offense within a calendar year - $25

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b. Second occurrence of the same rule violation within a calendar year, or second rule violation notice being sent - $50

c. Third occurrence of the same rule violation within calendar year, or third rule violation notice being sent - $75

In the event the rule violation involves a life safety issue or, in the sole discretion of the board, involves a violation creating an emergency or a risk to the health, safety or welfare to the other homeowners, the public or to the Cooperative, the board may suspend any or all "friendly rule reminder" and/or fines, and take any other action allowed by law, including but not limited to, revocation of membership, or expulsion or eviction. If the tenant fails to comply with the rules and/or fails to pay imposed fines, the board of directors may proceed with expulsion and/or eviction proceedings. Fines are assessed to the residents' lot and are considered additional rent hereunder.

VIII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.

IX. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the Cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay for filing fees and service of process. These costs will be paid by the homeowner, even if the eviction is terminated or canceled by the Cooperative. The costs incurred by the Cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with this document and the Community Rules. The Cooperative shall be liable for such fees in the event the homeowner prevails completely in any such action.

In the event a legal action is commenced against the Cooperative by a homeowner, if the homeowner prevails, the homeowner shall be entitled to the costs of filing fees and service of process. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

X. SEVERABILITY

Should any part of these rules be deemed illegal it does not mean that these entire rules are illegal.

XI. LIABILITY AND INDEMNITY

The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

Except for gross negligence of cooperative, homeowners hereby release cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of Maine.

Grey Stone Mobile Home Cooperative Community Rules

Total 11 Pages – Approved on 03-21-2026 by the Membership

The foregoing is a true and accurate account, attested by,

Melony Stockley

Secretary

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