

**RENTAL AGREEMENT AND MANUFACTURED HOME PARK RULES**

THE RENTAL AGREEMENT (HEREINAFTER CALLED "AGREEMENT") AND THE MANUFACTURED HOME PARK RULES AND REGULATIONS (HEREINAFTER CALLED "RULES") WHICH ARE INCORPORATED HEREIN BY REFERENCE, ARE DESIGNED TO PROTECT AND BENEFIT THE RESIDENTS OF KUNCANOWET HILLS MANUFACTURED HOME PARK (HEREINAFTER CALLED "PARK") BY ENHANCING AND PRESERVING THE VALUE AND DESIRABILITY OF THE PARK AND ITS MANUFACTURED HOMES AND BY PROVIDING A CLEAN, ATTRACTIVE ENVIRONMENT. THEIR PROVISIONS ARE NOT INTENDED TO UNDULY INTERFERE WITH, RESTRICT OR BURDEN THE RESIDENTS OF THE PARK IN THEIR ENJOYMENT OF THE COMMUNITY.

**SECTION A - RENTAL AGREEMENT**

1. Parties: This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Kuncanowet Hills, Inc., (hereinafter called "Park Owner or Management"), of 49 Boisvert Road, Weare, New Hampshire, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "Homeowner").

2. Lease of Premises: For and in consideration of the rent and mutual covenants and agreements contained in this Agreement, the Park Owner or Management hereby leases to the Homeowner the following premises (hereinafter called "Premises") and grants the right to the Homeowner to place the following manufactured home (hereinafter called "Home") thereon to be occupied as a residence:

- A. Premises:
  - I. Location \_\_\_\_\_
  - II. Dimensions \_\_\_\_\_
  
- B. Home
  - I. Make/Model/Color/Year \_\_\_\_\_

3. Entrance Fee: There shall be an entrance fee based upon services rendered by the Park Owner or Management, up to but not greater than the equivalent of three (3) months rent. The purpose of the entrance fee is to allow the Park Owner or Management to interview prospective homeowners, check credit and character references, review Homeowner's proof of payment of real estate taxes which apply to the home, review and sign the deed for the house (the fee for which signature shall not exceed \$25.00), prepare the site, and perform any other necessary services. Charges shall not be made for any services not actually provided by the Park Owner or Management.

4. Rent: During the term of this Agreement the Homeowner shall pay a total rent of \$ \_\_\_\_\_ per month, on or before the first day of each month. Payments shall be made at the office of the Park Owner or Management set forth in Paragraph I and shall commence on \_\_\_\_\_, 20\_\_\_\_. If payment is received after the fifth day of the month, there shall be a late fee of \$15.00 for each month that a portion of the rental installment remains outstanding. In the event any penalty is assessed against the homeowner for a violation of any provision of the Rules, or there is any other charge provided by the Rules, said penalty or charge shall be due as additional rent. Lot rent may be increased from time to time but only upon sixty (60) days advance notice and only in compliance with all applicable statutes and regulations.

5. Taxes: The Homeowner agrees to pay any tax assessed upon the Homeowner's home by local authorities in a prompt and timely fashion and will not cause or allow the home to be sold, removed from the Park or put into possession of another person until any such tax has been paid or until arrangements satisfactory to the Park Owner or Management have been made.

6. Operation and Maintenance of the Park: Subject to other provisions of this Agreement and the Rules, the Park Owner or Management agrees to operate and maintain the Park as follows:

A. To Maintain the common areas and private roads within the Park in good condition.

B. To maintain all electrical or other utilities provided by the Park Owner or Management and to complete any necessary emergency repairs within seventy-two (72) hours when possible.

C. To maintain all below ground plumbing, water and sewage lines, other than those located with a home, and, in the event of an emergency, to make arrangements for the provision of temporary service. Maintenance of all oil tanks, utility lines and connections thereto which are above ground or within the home shall be the responsibility of the Homeowner as will the cost of repairs to underground systems to the extent that damages is caused by the Homeowner's negligence.

D. To trim and maintain trees and shrubs in common areas when deemed necessary by the Park Owner or Management.

E. To respect the privacy of the Homeowner.

F. To allow the Homeowner complete freedom of choice in the purchase of goods and services customarily delivered by home delivery, except if a vendor, supplier or home delivery service violates the traffic regulations of the Park or unduly disturbs the peace and quiet of the residents of the Park or violates any local or state law or regulation, then such vendor, supplier or home delivery service may be prohibited from entering the Park or otherwise restricted.

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7. Compliance with Rules, Ordinances, Laws, etc.: The homeowner agrees to comply with the

Rules, incorporated herein by reference, and all local ordinances or federal or state laws or rules of 3regulations relating to manufactured homes or manufactured home parks. The Homeowner further agrees to cure in a prompt and timely fashion any failure to comply with such rules, ordinances, laws or regulations upon written notification of the Park Owner or Management.

8. Restrictions on Occupancy: The persons permitted to occupy the Premises shall consist of the Homeowner and the person listed in the space provided below the signatures of the parties at the end of this Agreement. However, in no case shall the total number of persons in a home exceed four (4). A Homeowner is permitted to have a reasonable number of guests, but any person residing on the Premises for more than thirty (30) consecutive days shall be required to leave the Premises unless written authorization is given by the Park Owner or Management.

9. Restriction on Use of Premises: The Premises shall be used exclusively for residential purposes. The Homeowner shall not use or permit the Premises to be used for the conduct of any business, including but not limited to child care or other traditional home businesses.

10. Condition of the Premises; Inspection: The Homeowner hereby acknowledges that he or she has previously inspected the Premises and has found them safe and acceptable. The Homeowner agrees to maintain the Premises in a safe condition during the term of this Agreement. The Homeowner further agrees to allow the Park Owner or Management (or a representative) to enter and inspect the Home or Premises for reasons regarding health, safety, maintenance or the welfare of others. Entry or inspection shall be made at reasonable times, and only with the permission of the Homeowner, which permission shall be deemed to have been given in an emergency.

11. Limitation of Liability: It is understood and agreed that:

A. The Park Owner or Management shall not be liable with respect to any condition or event occurring or resulting by reason of severe weather conditions, Act of God, or other circumstances beyond the reasonable control of the Park Owner or Management.

B. The Park Owner or Management shall not be liable for any damage or injury if the same is occasioned by the act or neglect of the Homeowner, or any other person or causes not within the reasonable control of the Park Owner or Management.

C. If any condition requiring correction by the Park Owner or Management shall have been caused by the act or neglect of the Homeowner, other occupant of the home, or their agents, servants, licensees, invitees or guests, the Homeowner shall promptly pay all expenses incident to such correction.

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12. Assignment and Sublease: The Homeowner shall not assign this Agreement or sublease the

Premises. Any agreement purporting to assign this Agreement or Sublease the premises shall be void.

13. Termination: This agreement may be terminated by the Park Owner or Management upon the occurrence of one or more of the following events:

A. Nonpayment of rent - thirty(30) days notice.

B. Nonpayment of any tax assessed upon the home - thirty (30) days notice

C. Any assignment of this Agreement or any sublease of the Premises by the Homeowner, or any change in the ownership of the home or its principal occupants unless authorized by the Park Owner or Management - sixty (60) days notice.

D. Any failure to comply with any provision of this Agreement or the Rules; provided, however, that the Homeowner is first given written notice of the failure to comply with this Agreement or the Rules and a reasonable opportunity thereafter to cure such failure - sixty (60) days notice.

E. Failure of the Homeowner to comply with local ordinances or state or federal law or regulations relating to manufactured homes or manufactured home parks; provided that the Homeowner is first given written notice of the failure to comply with said laws or regulations and a reasonable opportunity to thereafter to cure such failure -sixty (60) days.

F. Damage by the Homeowner to the Park or Premises, reasonable wear and tear excepted - sixty (60) days notice.

G. Repeated conduct of the Homeowner within the Park which disturbs the peace and quiet of other homeowners - sixty (60) days notice.

H. Condemnation or change of use of the Park - eighteen (18) months notice.

14. Surrender of the Premises: In the event that this Agreement shall have been terminated, the Homeowner shall peacefully quit and surrender the Premises to the Park Owner or Management. The Homeowner shall remove the Home and all of the Homeowner's personal property and shall repair any damage caused to the Premises. In the event that the Home and personal property have not been removed from the Premises upon the termination of this Agreement, the Homeowner agrees to pay any expenses arising in connection with the removal and storage of the Home and personal property, and the usual lot rent will continue to be due for so long as the home remains on the lot. The Homeowner's obligations to observe and perform the covenants contained herein shall survive the termination of this Agreement.

Nothing herein is intended nor shall operate to abrogate the Homeowner's rights to sell the home or

exercise any other rights under RSA 205-A or other applicable statute.

15. Cost and Attorneys' Fees: If the Park Owner or Management shall retain an attorney to enforce its rights due to the Homeowner's breach of this Agreement or the Rules incorporated herein, the Homeowner agrees to pay the costs of said enforcement, including reasonable attorneys' fees.

16. Notice: Any notice by a party to the other party shall be deemed to have been duly given at the time of delivery by hand or of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the other party at the address set forth in Paragraph 1.

17. Deed: The Park Owner or Management will sign the deed transferring title to the manufactured house upon satisfactory application of proposed purchasers. The signing of the deed by the Park Owner or Management is required by New Hampshire law; however, the signing of the deed transfers no interest in the real estate upon which the home is or is to be located.

18. Miscellaneous:

A. No Waiver or Breach: No assent, by either party, whether express or implied, to a breach of a covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

B. Unenforceable Terms: If any terms of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such term shall not be affected thereby.

C. Abandonment: Homeowners shall not vacate or abandon the manufactured home and/or site at any time during the rental agreement. An absence for sixty (60) days or longer without paying the rent for at least that period of time, coupled with the termination of any utility service serving the Park, shall be deemed an abandonment, vacating and surrendering of the site and the home. If the Homeowner shall abandon, vacate or surrender said home and/or site, or be dispossessed by process of law, or otherwise, any property real or personal, including the home, which is left in the Park, may be removed or caused to be removed from the site and arrangements made for storage or sale at the Homeowner's expense.

D. Obligations: In the event that more than one person shall be or become the Homeowner hereunder, then the obligations of the Homeowner hereunder shall be deemed to be the joint and several obligation of each such person.

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E. Entire Agreement: This Agreement embodies the entire Agreement and understanding between

the parties hereto and supercedes all prior agreements and understandings relating to the subject matter hereof.

F. Situs: This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

G. Real Estate Agents: Prior to listing a Home for sale with a realtor, the Homeowner shall have the real estate agent contact the Park Owner or Management for the purpose of assuring compliance with applicable statutes and this Agreement.

## **SECTION B**

### **IMPORTANT NOTICE REQUIRED BY LAW**

**THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES OF THIS PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.**

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

**YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS PARK, 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 PARK WISHES TO EVICT YOU, IT MUST GIVE YOU SIXTY (60) DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY THIRTY (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 PARK. YOU MUST NOTIFY THE PARK**

**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 PARK.**

**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, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.**

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## **INTRODUCTION**

The Park Owner and Management of Kuncanowet Hills is sincerely interested in the total

environment of this park and the investment that you have made in your home. We have therefore established these Park Rules and Regulations to insure that we can continually maintain a wholesome and pleasant community for your enjoyment.

These Rules and Regulations, consistently and fairly administered, will make this park an attractive place for you to live and will protect your investment as well as that of others who will reside here in the future.

The Park Owner and Management are pleased that you have chosen to live here and hope that your stay will be satisfactory and of a long duration.

Please be sure to contact the Park Management if you have questions or comments regarding these Rules and Regulations.

#### PURPOSE:

The Park Owner or Management have enacted the following Rules, which shall be binding upon each person who owns or occupies a Home located in this Park. The signing of the Agreement by the Homeowner shall signify acceptance of the Rules set forth below. The terms used in these Rules shall have the same meaning as the terms defined elsewhere in this Agreement.

#### 1. Building and Appurtenances: Maintenance.

##### A. Homes.

1. All homes shall be maintained in a safe and sanitary condition, free of insects, rodents, vermin, pests and the like. The homes shall be kept level and in good repair and shall rest firmly on their concrete piers. Their exterior shall be clean, neat and properly painted at all times. Any change in the exterior color of a home or appurtenant structures including, without limitation, additions, utility buildings, cabanas, porches, fences, steps and skirts must be approved in writing by the Park Owner or Management. The Park Owner or Management reserves the right to require reasonable repair, maintenance and improvement of any home.

2. Utility services including water, electricity, sewer and the like are to be properly connected, insulated and protected before the Homeowner takes occupancy.

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3. Plumbing is to be kept in good condition and repair, and leaks are to be repaired immediately. If a substantial water leak exists, the Park Owner or Management reserves the right to shut off the water supply to a Home whenever such action is deemed to be in the best interest of the Park. Only biodegradable soaps and detergents shall be used. Colored tissue, coffee grounds, cloth and other

non-biodegradable items and substances **must not** be flushed down toilets or otherwise allowed to enter the septic system.

4. If a home is substantially damaged by fire, windstorm or other cause, the Homeowner shall repair or remove the damaged home within reasonable time or the Park Owner or Management may do so at the Homeowner's expense. If the homeowner elects to repair the damaged home, such repairs shall begin as soon as practicable after the damage has occurred. All loose damage and debris shall be removed immediately. Damage visible on the exterior of a home shall be repaired within fifteen (15) days from the date of damage. If the damage cannot be repaired within fifteen (15) days, the Park Owner or Management may require that the home be removed from the Park for repair.

5. All homes shall conform to the Rules, be in safe and sanitary condition and have an oil gun furnace, gas or electric heat. Each home must be equipped with smoke detectors.

6. All Homeowners must make certain that heat tape is placed on all outside water pipes in order to prevent freezing. If cold weather damage results to pipes not protected by heat tape, the Homeowner shall be responsible for the cost of repairing all damage resulting there from.

7. The homes are not to have garbage disposals.

8. All above ground oil or other fuel storage tanks shall be located in the rear of the home, shall be properly painted and must be kept in good condition and repair. The Park Owner may require inspection of a tank in which case the Homeowners shall have the above ground tank inspected by the appropriate utility, at the Homeowner's expense, and furnish a copy of the inspection report to the Park Owner. If the report indicates that the tank is in need of maintenance, repair or replacement, the Homeowner shall arrange for the same, at the Homeowner's expense, within thirty (30) days of receipt of the report. Any fuel tanks ten (10) years or older, must be certified safe by the appropriate utility and a copy of such certifications supplied to the Park.

9. There shall be no antennas of any kind or guide wires on the lot.

10. Woodstoves and fireplaces of any sort shall be inspected by the fire department prior to any use and shall be maintained in a good and safe condition.

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## B. Additions.

1. The Park does not allow additions to homes except in limited cases, with prior written approval from Park Owner or Management, and only additions which are built in the factory and are coordinated with the home. If an addition is approved, it shall be kept in good condition and repair at all

times and is subject to all other Rules governing the maintenance and repair of the home.

2. All construction authorized under this Paragraph shall be commenced within ninety (90) days of approval by the Park Owner or Management and shall be completed within thirty (30) days of such commencement.

C. Utility Buildings.

1. One utility building for each home is permitted so long as such building conforms to the local building code, is approved by the appropriate local authority, is authorized in advance by the Park Owner or Management in writing and meets the following specifications:

A. Wood framed utility buildings.

- I. Such buildings shall not exceed exterior dimensions of 12' x 12', unless special permission is received from Park Owner or Management.
- II. All roofs shall be pitched and shall not exceed 10' in height at the center and 8' at the sides.
- III. Construction materials shall consist of the following:
  - (a) Walls-aluminum siding, vinyl siding or wood shingles color-coordinated to the existing home.
  - (b) Roof-exterior plywood covered with asphalt or wood shingles. In no case will used lumber or tar paper be permitted for finished exterior surfaces.

B. Utility buildings shall not be made out of metal.

- I. Any replacement of existing metal buildings shall be constructed only in accordance with Paragraph C.1.a. of these Rules and must have prior written approval from the Park Owner or Management.

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C. Patios, Terraces and Courtyards.

A patio, terrace or courtyard is permitted if it is constructed of patio blocks or other material which has received prior written permission from the Park Owner or Management. Any patio, terrace or courtyard shall be kept in good condition and repair.

D. Fences, Steps and Skirts.

1. No fences shall be permitted on the property unless prior written approval is received from the Park Owner or Management. If approval for fencing is given, such wooden fencing shall be painted or stained a color which coordinates with the home and be maintained in good repair at all times.

2. The Homeowner shall maintain all steps and skirts in a good and safe condition and repair.

3. Steps to the homes, porches or patios shall be constructed of sturdy pre-cast concrete or of attractive wooden or aluminum materials. Concrete blocks are not acceptable.

4. New skirting, or skirting being completely replaced, shall be of approved vinyl or pre-finished aluminum, installed vertically with a two-track system. All skirting shall be the same color and type on all four sides of the home.

E. Maintenance of the Premises

1. Lawns, Trees and Shrubbery; The Homeowner shall:

a. Keep grass mowed and free of weeds and leaves and any bare spots shall be seeded.

b. Remove grass, weeds and leaves from around trees, shrubbery and gardens.

c. Keep backyards and stone walls free from any refuse.

d. Complete fall clean-up of the lot, including removal of leaves and other yard debris by October 31<sup>st</sup> of each year.

e. Obtain prior written permission from the Park Owner or Management for a garden and keep all gardens neat and well cared for. If a garden is not in use or the Home is to be sold it must be restored to lawn at the Homeowner's expense.

f. Watering of lawns is not permitted without the prior written permission from Park Owner or Management.

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2. Driveways, Walks, Porches, Patios and Mail Boxes

A. The Homeowner shall keep the driveways, walks, porches, patios, driveway lights and mail boxes neat and in good condition and repair.

B. The Homeowner shall be responsible for the prompt removal of ice and snow from driveways, walks, porches and patios.

C. The Homeowner shall keep the porches and railings in good condition and repair and painted in harmony with the color of the home.

3. Storage

A. All tools, equipment, lawn mowers, snow blowers and lawn furniture shall be kept in a utility shed or otherwise out of sight.

B. All material used for covers shall only be clear plastic and shall be kept in good condition. All torn material shall be replaced or repaired immediately.

4. Septic System

Septic system areas are to remain free of any and all obstructions of any kind, including but not limited to walkways, gardens, trees, storage buildings and parking areas. The Park Owner shall not be held liable for replacing or repairing any tenant installed obstruction which is removed or damaged in the course of repair or replacement of septic systems, water lines or underground utilities.

5. Enforcement

In the event that a Homeowner fails to comply with the requirements in Section G, the Park Owner or Management may perform the work and bill the Homeowner for the reasonable cost of services rendered.

H. Rubbish and Junk Collection by Independent Refuse Companies

1. Rubbish, trash and properly wrapped garbage are to be deposited only in appropriate closed receptacles which shall be covered at all times and kept in utility sheds or otherwise out of sight. Space around and under the Home shall be kept neat and free from rubbish.

2. Trash containers shall be moved to the street for collection only on collection days and put all in one place by the street for removal on a weekly basis. After the trash has been collected, the container shall be returned promptly to the designated areas.

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3. Abandoned, unused or rusting material or other types of junk may not be kept on the property.

I. Clothesline and Reels

1. Clotheslines are not permitted to be strung from trees.

2. Umbrella or square type clothes reels are permitted but cannot be located in front of Home or other location which obstructs the natural beauty of the surrounding area. The Park Owner or Management must be informed of the proposed location of the clothes reel so it will not interfere with drainage pipes or other systems.

J. Procedure for Obtaining Authorization of Park Owner or Management

When written authorization of the Park Owner or Management is required under these Rules, the Homeowner shall submit in writing to the Park Owner or Management at the address set forth in Paragraph 1 of the Agreement, an application describing the proposal, including sufficiently detailed plans and specifications where appropriate. The Park Owner or Management shall review such application and consider the appearance of the Home, building or other construction, the harmony of its design or color with regard to other structures in the Park and the suitability of its location. The Park Owner or Management shall also make a determination that the Home and Homeowner are in compliance with all provisions of these Rules. The Park Owner or Management shall determine in its sole discretion whether or not to authorize the proposed construction or change and shall respond in writing to the person seeking such authorization within fourteen (14) days of its receipt of the application. Any non-conforming construction or change authorized in writing by the Park Owner or Management prior to the effective date of these Rules shall be exempt from the requirements of Paragraph 1, so long as it is owned by the Homeowner and is kept in good condition and repair. In the event that the Home is offered for sale by the Homeowner, however, the Home shall be required to conform with the resale standards set forth herein.

II. Motor Vehicles; Boats; Campers; Recreational Vehicles

A. Motor Vehicles

1. In the absence of prior written approval of the Park Owner or Management, only two registered and inspected vehicles belonging to a Homeowner, or to an approved tenant, shall be kept on the Homeowner's site. All such vehicles shall be kept in good condition and repair. Any additional motor vehicles shall be kept in the area designated by the Park Owner or Management, and shall be subject to a charge of \$5.00 per month per vehicle.

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2. Unregistered, undisputed or junk vehicles shall not be permitted in the Park. Such vehicles may be towed away at the owner's expense.

3. No repairs beyond ordinary maintenance shall be performed on vehicles in the Park.

There shall be no dumping of gasoline, oil or other hazardous materials on the property.

4. Damage to paved parking areas caused by leaking gas or oil from vehicles shall be corrected at the expense of the Homeowner.

5. Posted speed limits shall be obeyed and vehicles shall be operated in a safe and prudent manner.

B. Commercial and Recreational Vehicles: Boats, Campers.

Commercial and recreational vehicles, boats, campers, utility trailers, trail bikes, snowmobiles, motorcycles and other such vehicles shall be kept in areas designated by the Park Owners or Management.

C. Parking.

1. Vehicles shall be parked overnight only in driveways. Vehicles parked overnight in the street or in unauthorized places may be towed away at the Homeowner's expense.

2. No parking is permitted on the grass.

3. No trucks which are one ton or over are permitted in the Park.

III. **Pets**

A. Caged Small Animals and Indoor Cats

The Homeowner may keep a reasonable number of household pets which do not ordinarily require any outside facilities. Such pets include small animals such as hamsters, gerbils and guinea pigs, birds, and indoor cats. No exotic or farm animals shall be kept anywhere in the Park and no cats shall be permitted to go outside. Animals shall not be kept in such numbers or conditions as to cause health or sanitary issues and may not be permitted to disturb other tenants.

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B. Dogs

Dogs are prohibited from the Park without the prior written consent of the Park Owner/Management which shall only be granted in limited circumstances and in the sole discretion of the Park Owner/Management. Medium and large size dogs, I.e. those weighing (or expected to weigh at

maturity) more than eighteen (18) pounds, shall not be permitted in the Park, nor shall any Homeowner keep more than one (1) dog in the Park regardless of its size. The Park Owner/Management will consider requests for Homeowners to keep a single small dog, weighing not more than eighteen (18) pounds, if the dog is well mannered and not of a breed commonly known for vicious tendencies or which might intimidate or annoy other tenants.

Any Homeowner keeping a dog in the Park shall be subject to the following requirements.

1. Registration.

All dogs must be registered with the Park Owner/Management by providing a description of the dog including its breed, weight, age, name and a photograph of the dog.

2. Control and Conduct.

All dogs shall be kept on a leash and shall be accompanied by and under the immediate control of the owner whenever the dog is outdoors. Dogs may not be tied outdoors unless the owner is outdoors with the dog at all times and shall not be permitted to make excessive noise or create disturbances. Dogs shall be allowed to relieve themselves only on their owner's lots. A "pooper scooper" or similar device shall be carried at all times when walking pets and the Homeowner shall be responsible to clean up and dispose of the waste matter in appropriate containers. A violation of the subparagraph shall result in the assessment of a penalty charge of \$10.00 per incident.

C. Exception.

Any Homeowner who, prior to the effective date of this rule, was authorized by the Park Owner, in writing, to keep a pet not allowed under this rule, shall be exempt from this rule so long as that pet is alive and remains in his or her home. Pre-existing, authorized, pets are subject to the requirements of this rule regarding cleanliness, disturbances and the like, and dogs and any outdoor cats must be registered with the Park Owner or Management.

D. Violations.

Homeowners or Tenants who keep unauthorized pets, fail to register previously authorized pets, or otherwise violate the provisions of this paragraph, must promptly remove the pet(s) from the Park

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at the request of the Park Owner/Management. Violations are further subject to a fee of \$10.00 per month and nothing herein shall limit the Park Owner's or Manager's ability to terminate a tenancy for violations of this rule.

E. Please remember that when a pet dies, it may not be replaced by another animal without

prior written permission from the Park Owner or Management, and it must be registered in accordance with the provisions of this paragraph.

IV. Signs

A. Types

1. Commercial signs of any type are not permitted in the Park.
2. "For Sale" signs are permitted subject to the conditions set forth below.

B. "For Sale" Signs

1. A maximum of two (2) "For Sale" signs of reasonable size (not to exceed 216 square inches) and quality, representing bona fide offers to sell a home, are permitted to be placed on or in a Home.
2. The Homeowner shall notify in writing the Park Owner or Management of an intent to place "For Sale" signs on or in the home prior to doing so.
3. Such signs shall be posted only in windows or on the side of the home and in such a manner as not to unreasonably detract from the appearance of the Park.
4. "For Sale" signs shall be removed within twenty-four (24) hours of the time when a home is no longer offered for sale.
5. Real Estate agencies' "For Sale" signs are not permitted on the lawn, but are permitted in the home so long as they meet the requirements of subparagraph 1 above.

V. Noise.

A. Personal Conduct.

1. Residents of the Park and their guests shall conduct themselves in a reasonably quiet manner so as not to disturb others.

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2. Noise levels shall be reduced between the hours of 9:00 p.m. and 7:00 a.m. for the benefit of all residents, and no motorcycles, trail bikes or snowmobiles shall be operated within the Park between those hours.
3. Vehicles of Park residents shall have properly maintained muffler systems and engines

shall not be unnecessarily raced or gunned at any time.

4, Homeowners shall be responsible for the conduct of their children and guests.

#### VI. Sale of Home by Homeowner.

The Homeowner shall have the right to sell his or her home, subject to the following conditions and procedures.

A. The Homeowner shall be in compliance with all obligations of this Agreement.

B. The Homeowner shall immediately notify the Park Owner or Management, in writing, of the intent to sell the Home. Use of "For Sale" signs shall be in accordance with the provisions set forth herein.

C. Within ten (10) days of the Park Owner or Management's receipt of written notice as provided herein, the Homeowner shall permit the Park Owner or Management to inspect the Home, including all structures appurtenant thereto to determine whether or not the following Park standards will permit the Home to remain in the Park upon resale.

1. The home shall conform to the rules, be in a safe and sanitary condition and have an oil gun furnace, gas or electric heat. The following factors will be considered: exterior appearance, cleanliness, neatness, paint, windows and frames, doors, interior housekeeping and maintenance and other factors normally taken into consideration in appraising a manufactured home. The appearance of the home must not be offensive. The home should not have any flaking paint, broken windows, unsightly awning, etc.

The home must blend in with other homes in the neighborhood and be otherwise aesthetically acceptable. The skirting shall be in good condition and repair and painted where necessary in a color harmonious with that of the home.

2. Any addition or utility building shall conform to the Rules or be removed. Any addition or building permitted to remain shall be in good condition and repair and properly painted to blend in with the entire setting of the lot and the surrounding lots.

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3. Any porch, cabana or awning shall conform to the Rules or be removed. Any such porch, cabana or awning permitted to remain shall be in good condition and repair and properly painted to blend in with the entire setting of the lot and the surrounding lots

4. Patios, terraces and courtyards shall conform to the Rules or be removed. Any such patio, terrace or courtyard permitted to remain shall be in good condition and repair.

5. All steps shall conform to the Rules or be removed and new, approved steps installed. The safety of the steps and handrails shall be an important consideration.

6. Shrubs shall be trimmed, ringed and have wood chips or other acceptable materials placed around them for mulch. Lawns shall be properly mowed, trimmed and raked, weeds shall be removed from around trees and shrubs. Driveways and walks shall be neat and in good condition and repair.

7. All utility connections shall be carefully examined to determine that they are operating correctly. If they are not, appropriate modifications shall be made.

D. The Park Owner or Management may require as a precondition to allowing the home to remain in the Park upon resale that the homeowner repair, change or modify the home, any utility building, addition or any other improvement which, in the opinion of the Park Owner or Management, does not meet the resale standards set forth within this document.

E. The Park Owner or Management shall notify the Homeowner of the results of the inspection, in writing, within five (5) days of the inspection and shall furnish the Homeowner with a list of all such necessary repairs, modifications and changes to be completed.

F. The Homeowner shall have any potential purchaser who wishes to have the home remain in the Park after resale complete an application furnished by the Park Owner or Management. The potential purchaser must comply with the following requirements:

1. A satisfactory credit report is necessary before an application can be approved.

2. Minimum steady monthly income shall be \$500.00 above financing expenses for the home for the purpose of providing for basic living expenses.

3. Provide the names and telephone numbers of three references.

4. All other requirements of the Agreement and Rules shall be complied with. The Park Owner or Management/Manager shall either approve or disapprove the application and shall notify the

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applicant of its decision. If Approved, the applicant shall sign a Rental Agreement and pay any required fees or advanced rent prior to taking occupancy of the home. In addition, any repairs, modifications or changes shall be completed to the Park Owner or Management's satisfaction prior to occupancy.

VII. Occupancy Limitations.

Occupancy limitations shall be determined based upon the limitations which are set by the size of the home; however, there shall be no more than four (4) people in any home.

IX. Commercial Activities.

Homeowners or Tenants shall not conduct any commercial business within the Park including child care or other traditional home businesses. NO peddling or soliciting or commercial enterprise of any nature shall be allowed in the Park without prior written approval from the Park Owner or Management.

X. Termination and Eviction.

A. A Homeowner or Tenant may be evicted from the Park by the Park Owner or Management upon the occurrence of one or more of the following events:

1. Nonpayment of rent. (Thirty (30) days notice)
2. Nonpayment of any tax assessed upon the home. (Thirty (30) days notice)

3. Any assignment of this Agreement or any sublease of the premises by the Homeowner or any undisclosed or unauthorized change in the ownership of the home or its principal occupants. (Sixty (60) days notice)

4. Any failure to comply with any provision of the Rules provided, however, that the homeowner is first given written notice of the failure to comply with the Rules and a reasonable opportunity thereafter to cure such failure. (Sixty (60) days notice)

5. Failure of the Homeowner to comply with local ordinances or state or federal law or regulations relating to manufactured homes and manufactured home parks; provided that the Homeowner is first given written notice of the failure to comply with said laws or regulations and a reasonable opportunity thereafter to cure such failure. (Sixty (60) days notice)

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6. Damage by the Homeowner to the Park or the Premises, reasonable wear and tear excepted. (Sixty (60) days notice)

7. Repeated conduct of the Homeowner within the Park which disturbs the peace and

quiet of other Homeowners. (Sixty (60) days notice)

8. Condemnation or change of use of the Park. (Eighteen (18) months notice)

XI. Limitation of Liability.

The Park Owner or Management shall not be liable with respect to any condition or event occurring or resulting by reason of severe weather conditions which are beyond the control of Park Owner or Management. The Park Owner or Management shall not be liable for any damage or injury if such damage or injury is caused by the act or negligence of the Homeowner or Tenant, the Homeowner's/Tenant's agents or guests, any other person not within the reasonable control of the Park Owner or Management. The Homeowner/Tenant shall be responsible for all damage to property or persons arising out of their negligence or misconduct, or that of their agents or guests, and shall indemnify and defend the Park Owner or Management against any liability therefore.

XII. Deed.

The Park Owner or Management will sign the deed transferring title to the manufactured housing in accordance with applicable laws and the Park's procedures. The signing of the deed by the Park Owner or Management is required by New Hampshire Law; however, the consent by the Park Owner or Management transfers no interest in the real estate upon which the home will be located.

XIII. Enforcement.

Enforcement of these Rules shall be the responsibility of the Park Owner or Management. Violations should be reported in writing to the Park Owner or Management. Any violation of a provision of these Rules shall be corrected within thirty (30) days of the delivery in hand or deposit in the mail by registered or certified letter, postage prepaid, or notice of such violation from the Park Owner or Management to the Homeowner. In the event that such violation is not corrected within the said thirty (30) days, the Park Owner or Management may terminate the Agreement and evict the Homeowner sixty (60) days from the date of delivery of mailing of said notice.

XIV. Attorney's Fees.

If a Rule needs to be enforced by the Park Owner or Management, the attorneys' fees associated therewith, including costs and fees of litigation, shall be paid by the Homeowner or Tenant.

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If any Court finds that a Homeowner or Tenant has frivolously petitioned for the purpose of harassing the Park Owner or Management the Homeowners or Tenant agrees that the Court costs and reasonable attorneys fees incurred by the Park Owner or Management be assessed against the Homeowner or Tenant.

XV. Waiver.

The Park Owner or Management reserves the right, in its sole discretion, to waive, in writing, any one or more of these Rules with respect to any one or more Homeowners. Waiver of any Rule or right shall not be deemed a waiver of any other Rule or right unless expressly stated therein, nor shall a waiver on behalf of any specified person or persons be deemed a waiver for any unspecified persons.

XVI. Amendments.

Amendments to these Rules may be made at any time by the Park Owner or Management, and copies of such amendments shall be distributed to Park residents. Such amendments shall become effective ninety (90) days after notice is given to Park residents.

HOMEOWNER'S ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO BE BOUND

\*BY SIGNING BELOW, THE HOMEOWNER HEREBY ACKNOWLEDGES THAT HE OR SHE

