

RODGERS DEVELOPMENT COMPANY
843 West Hollis Street
Nashua, New Hampshire 03062
(603) 882-3285

HUNT BROOK ESTATES MH PARK

May 1, 2016

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 AND REGULATIONS OF THIS PARK TO BE REASONABLE. NO RULE OR REGULATION MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAY 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 AND REGULATIONS OF THE PARK AND ANY 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 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES AND REGULATIONS OF THIS PARK, BUT ONLY IF THE RULES AND REGULATIONS ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF OUR 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 60 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 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, RSA 205-A, MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, 33 CAPITOL STREET, CONCORD, NEW HAMPSHIRE 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE."

PURPOSE

The mobile home park shall be subject to the following rules enacted by Rodgers Development Co. (Park Owner) which shall be binding upon each person who owns/occupies a mobile home located in this Park (Homeowner). The signing of the Application for Tenancy by the homeowner shall signify their acceptance of the rules set forth below.

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RENTAL PAYMENT: Rental payments should be remitted, on or before the first of each month, payable to: **Rodgers Development Company**

843 West Hollis Street
Nashua, NH 03062

There is a mail slot in the front door of this office for after-hours rental payment drop off.

DEFINITIONS

FAMILY PARK - The Family Parks are those Parks which no age restriction is enforced. For health and safety purposes the number of permanent residents in each home is restricted. Households with no more than two residents per bedroom will be accepted as tenants of the Park. Extended visits of more than one week's time must be reported to the Park Office.

PARK – The collective premises within the property bounds and lot lines owned by the Park Owner, including individual sites or lots, roads, underground services and infrastructure.

PARK OWNER – Rodgers Development Company; within these written rules the terms “Park Owner”, “Park Operator”, “Park Office”, “Lessor” and the like shall refer to Rodgers Development Company.

HOMEOWNER – The owner(s) of the manufactured home (mobile home); within these written rules the terms “Homeowner”, “Tenant”, “Resident” and “Lessee” shall refer to the legal owner(s) of the manufactured home.

I.- Buildings and Appurtenances

A. Manufactured Homes

1). All homes shall be maintained in good condition and repair, and the exterior of all homes must be neat, clean, and all wooden trim must be properly painted at all times. The Park Owner reserves the right to require reasonable repair, maintenance, and improvement of each Mobile Home.

2). If a home is substantially damaged by fire windstorm, or other cause, the homeowner must notify the Park Owner within fifteen (15) days whether or not the home will be repaired or removed from the Park's premises.

- a. If the homeowner elects to repair a damaged home, such repairs will begin as soon as is practical after the damage occurs.

- b. All loose debris must be removed from the lot within two weeks.
- c. Damage visible to the exterior of the home must be repaired within thirty days.
- d. No damaged home will be allowed to remain on the lot in disrepair for more than thirty days, or the Park Owner shall remove the home from the Park's premises at the homeowner's expense.

B. Additions

Review and Approval

No changes in the exterior color of any porch, steps, skirts or other addition to a home or other buildings in the park shall be made without the prior written consent of the park owner and no construction or placing of any such addition or of a patio, terrace or courtyard in the park shall take place without such consent. Anyone seeking consent shall submit a description of the proposed change to construction, including adequate plans and specifications where applicable, and the park owner shall review such description with regard to harmony of exterior architectural design, style, attractiveness, materials and location in relation to surrounding structures and topography, and shall respond in writing to the homeowner seeking consent within fourteen (14) days of its receipt description. We have a construction checklist available in the office to aid in compliance with these requirements. No exterior construction can be done on the premises without written park approval. Please make arrangements with your contractor to have their debris removed. We will not be able to provide that service.

ANY CONTRACTOR PROVIDING ANY SERVICE SHALL PROVIDE THE PARK OWNER WITH SATISFACTORY CERTIFICATES OF INSURANCES PRIOR TO COMMENCING ANY WORK ON THE PARK'S PREMISES.

1). Additions or changes to existing homes (including changes in exterior colors, porches, adding a room, new roofs, etc.) or the placing of any structure (sheds, screen houses, etc.) only after obtaining written permission of the Park Office. Anyone seeking such consent must submit a description of the proposed change or addition, and contain adequate plans and specifications. Alterations made to the home without Park approval shall be deemed as a breach of these rules, and grounds for the termination of tenancy.

- a. The park office will review such descriptions for harmony of exterior architectural design, attractiveness and location in relation to surrounding structures, topography and lot lines.

- b. Plans will be examined to ascertain that no proposed structure or addition would be located over underground utilities, i.e. septic tank, oil tank, water or electrical lines.
 - c. Plans must show location of any trees that would need to be removed to erect the proposed structure.
- 2) All structures or additions must be structurally sound, moveable and built by a recognized and reputable contractor who is specifically experienced in mobile home construction.
- 3). The plans for any proposed installation of wood stove or fireplace shall be checked by the fire department for safety before being submitted to the park office for approval. Brick fireplaces or chimneys built on the outside of the home, will not be approved.
- 4). It is the homeowner's responsibility to be sure that any changes conform to the regulations prescribed by all applicable governmental authorities as a minimum standard. The homeowner shall provide any and all necessary information required for the Park Office to obtain any permit required for the proposed construction.
- 5). If the Park Office agrees that the proposed addition or change is in the community's best interest, approval will not be unreasonably or arbitrarily withheld. The Park Owner will notify the homeowner of the decision within fifteen days. If permission is denied, the Park Owner will specify the reason for disapproval.
- 6). The following additions or changes will generally be approved:
 - a. Pre-manufactured added rooms or porches.
 - b. Aluminum or vinyl siding.
 - c. Aluminum or vinyl skirting.
- 7). The following are NOT allowed:
 - a. Additions of equal size to the existing home.
 - b. Carports.
 - c. Garages.
 - d. Swimming Pools.
 - e. Trampolines
 - f. Skateboard or bike ramps.
 - g. Outdoor fire places or fire pits.

8). In the event that any of the above described changes, additions, etc. are commenced without approval of the Park Office, Rodgers Development Company reserves the right to remove such installations at the homeowner's expense.

C. Utility Buildings

1). Two utility buildings per home are permitted as long as such buildings conform to any regulations prescribed by applicable governmental authorities, and are approved in advance by the Park Office. Utility buildings shall also conform to the following specifications.

- a. Such buildings must not exceed ten feet by ten feet (10X10) in foot print size.
- b. All roofs must be gabled, and may not exceed eight feet (8') in height at the center and six feet (6') at the sides.
- c. Metal buildings not exceeding the above specifications are permitted if made by a reputable manufacturer, upon approval of the Park Office.
- d. Wooden buildings constructed of the following materials are permitted:
 - 1) Wall - Exterior plywood with aluminum, vinyl or wood clap board siding.
 - 2) Roof - Exterior plywood covered by asphalt shingles.
 - 3) Used lumber or tar paper are not permitted for finished exterior surfaces.
 - 4) Pressboard, T-111 or other "sheet" particle board materials are not acceptable as siding.

2). Each such building will be of a design in harmony with the home that it serves, will be constructed in a craftsman like manner, and wooden siding must be painted or stained to harmonize with the home. Such buildings must be kept in good repair and conditions at all times.

D. Skirting, Steps and Fences.

- 1). Skirting, steps and fences **must** be kept neat and in good repair.
 - a. All mobile homes must be skirted.
 - b. Skirting may be aluminum or vinyl, and of a color that is harmonious with the rest of the home.
 - c. Steps to the homes, patios and porches must be constructed of sturdy pre cast concrete, neat wood frame, or aluminum. Concrete blocks are not acceptable. Step railings shall be kept in good repair, meet any required code, and painted a color harmonious with the home.

- d. Fences not in excess of thirty six inches high are permitted if properly erected and maintained, and written permission of the Park Office is obtained in advance of construction. The homeowner must be prepared to dismantle any fence if required for the Park to access the lot. The Park will assume no liability for any fence damaged in the performance of service to the lot or home.
- e. Skirting, steps and fences are the property of the homeowner.

II. – SEWER

- A. The Park Owner will be responsible for routine septic pumping when needed. A properly operating system can function efficiently for as many as five to seven years without pumping.
- B. It is recommended that only white, unscented toilet paper be used as other paper is not biodegradable. No non-biodegradable objects are to be flushed into the system, such as kitchen garbage, feminine products, disposable diapers etc. Grease will clog sewer lines. Products such as draino or bleach, if overused, may damage sewer pipes. Only biodegradable soap should be used in washing machines, as soaps and detergents which do not break down will eventually clog the system. In the event expenses arise due to any of the foregoing, those expenses shall be charged to the homeowner.
- C. If underground or above ground sewage lines become clogged due to negligence or misuse, the repair and related costs will be the homeowner's responsibility.

III. - WATER

- A. Home plumbing is to be kept in good repair by the Homeowner, and plumbing leaks are to be repaired immediately. The Park Owner reserves the right to shut off the water supply to a home if a water leak exists wherever such action is deemed by the Park Owner to be in the best interest of the Park.
- B. It is the Homeowner's responsibility to insure a properly operating heat tape is applied to the water line from the ground to the home in order to prevent freeze-ups. Park service calls to homes in which the problem is discovered to be frozen above ground pipes due to malfunctioning heat tapes will be charged to the Homeowner at a rate of \$75.00 per hour, with a \$75.00 minimum. In this event, the Homeowner shall be advised to contact a plumber to make repair, and will assume all charges. Repairs to underground pipes due to malfunctioning heat tapes will be charged to the homeowner. Faucets are NOT allowed to be run, or drip in an attempt to prevent water line freeze ups. This practice wastes water and will cause drain and sewer lines to freeze. Never allow a faucet to run or drip in a manufactured home.
- C. In the event that work has to be done by the Park underneath the home, it is the

Homeowner's responsibility to remove and replace skirting, heat tape, and insulation. The Park will not be responsible for any damage which may occur if this is not done.

D. Under certain circumstances it may be necessary to shut off the water in all or some of the Park for an extended period of time. It is the Homeowner's responsibility to insure that a proper unit-back flow valve is installed on the water heater. Damage to water heaters because of drainage due to the lack of this valve will be the homeowner's responsibility.

E. Water is supplied for the household use of Park residents only. Care should be taken to avoid needless uses and waster of water – including excessive irrigation. In the event a resident notices a water leak, please contact the office immediately. As water costs are a major component of lot fees, your active participation in avoiding waste will help keep lot fee to a minimum.

IV. – OIL TANKS

A. Oil and gas tanks shall be above ground and all connecting lines shall be the sole responsibility of the Homeowner.

B. Due to the environmental liability associated with the above ground fuel oil storage tanks, all such tanks within the park's premises shall be either properly containerized in a NFPA approved containment device ("Tank Tub" or similar) designed to prevent leakage in the event of fuel oil release; or shall be NFPA approved double walled tank, with an indicator/alarm in the event of external wall failure. Failed double wall tanks must be replaced immediately.

C. In the event of fuel oil release from a Homeowner's above ground fuel oil storage tank, all costs associated with it's clean up in accordance with appropriate state and federal regulations and guidelines, shall be the sole responsibility of the Homeowner.

V. - LOTS

A. Driveways, Walks and Patios

1. Driveways, walks and patios shall be kept neat and in good repair by the Homeowner. Yearly application of driveway sealer is highly recommended. Damage to pavement and lots from vehicle fluids to shall be billed to homeowner.

B. Clotheslines

1. Clotheslines are permitted only at the rear of the lot on which the home is located.

C. Trees, Shrubbery, Gardens and Lawns

1. The Park Owner will provide reasonable amounts of loam and gravel for landscaping lawns upon receipt of written request.
2. **No tree or shrub will be removed without the expressed permission of the Park Owner.** If this rule is disregarded, the tenant will be billed for the cost of a replacement.
3. A tree which presents a danger, due to having died or having recently been damaged by lightning, windstorm, etc., should be reported to the Park Office for inspection.
4. Homeowner's shall keep gardens neat and well cared for. Vegetable gardens are allowed only to the rear of the lot. No loam will be provided for vegetable gardens.
5. Homeowners must keep grass mowed. Lawns must be kept raked. Leaves must be bagged in paper recyclable leaf bags and left out for the weekly pickup. They should NOT be raked into the street where they are apt to clog the drains, blow into neighbors' yards, etc. Leaf bags shall not contain other refuse of any nature. The Park shall not collect mixed refuse/leaf bags.
6. Cord wood and pellets shall be kept neatly stacked in the rear of the manufactured home at all times. Haphazard piles shall be considered an eyesore, and a violation of these rules.
7. Should a Homeowner fail to comply with the above standards within seven (7) days after receipt of written notification of such violation, the Park Owner may perform the work and bill the Homeowner for services rendered.

VI. RUBBISH AND JUNK

- A. Trash containers shall be moved to the street for collection only on collection day (Thursday). Whenever there is a holiday during the week, trash will be picked up on the next day that the landfill is open.
- B. Only containerized rubbish will be picked up. The will remove household, kitchen type refuse only.
- C. Very large, heavy, or unwieldy items, or items not suitable for containerization, will not be picked up by the Park's subcontractor. It will be the Homeowner's responsibility to see that such items are promptly removed from the lot. Park shall not remove tires,

construction debris or any forms of hazardous waste or special handling materials. Such items shall not be allowed to accumulate on the lot, and must be immediately removed by the Homeowner.

- D. Abandoned, unused, or rusting material, or other types of junk, will not be permitted to remain on any site, and must be removed immediately by the Homeowner. Any such items remaining on the Park's premises after written notice, served in accordance with NH RSA 540-A:3.II-a and 540-A:3.II-b shall be removed from the premises at the homeowner's sole expense; including all moving and storage costs.

VII. MOTOR VEHICLES

- A. A 15 M.P.H. speed limit must be obeyed within the Parks. The operation of, automobiles, other motor vehicles or recreational vehicles in manner to disturb residents of the park or in an unsafe manner is prohibited.
- B. Only two-, three- or four wheeled state registered passenger vehicles, in good repair and appearance may be kept in the Park. All resident's vehicles must have a valid New Hampshire registration and inspection sticker. Commercial vehicles and any other vehicles besides passenger cars, personal pick-up trucks and vans are not permitted to be kept by the homeowner in the park without written permission of the park owner.

Vehicles and devices including, but not limited to, off road motorcycles, ATV 4 wheel and 3 wheelers , mini-bikes, snowmobiles and motorized scooters and other non-road licensed machinery are not permitted to be operated anywhere in the park.

- C. Motor vehicles must be parked only on the designated paved driveways. If the Homeowner's two vehicles are already parked in the home's driveway, visitor's vehicles may be temporarily parked on the street in front of the Homeowner's lot. This is with the understanding that they must be moved to permit necessary snow plowing, or if required, for other good reason, or they will be subject to towing.
- D. No garages or carports are permitted in the Park. No awning, whether over a driveway or over a patio in front of or behind a mobile home, shall be used as a carport.
- E. Unregistered or junk cars will not be permitted in the Park. If not removed within seven (7) days of warning to the Homeowner by the Park Owner, such vehicles shall be towed at the Homeowner's expense.
- F. No campers, boats, motor homes, trailers or trucks exceeding sixteen (16) feet in length or eight (8) feet in height will be allowed on a lot. Storage of such vehicles outside of the park shall be the Homeowner's sole responsibility. It is permissible to bring them into

the park briefly for purposed of loading or unloading. The use of “pop-up” trailers or tents within the park is prohibited.

- G. Storage on the lot of vehicles smaller than the above guidelines may be permitted if prior written permission is obtained from the Park Owner. Park Owner shall, in it’s sole discretion, examine the lot and proposed storage and make such determination.
- H. Due to the potential for damage to paved surfaces, NO major automotive or equipment repairs shall be undertaken within the Park’s premises. Damage to pavement caused by leaking vehicle fluids and the like shall be billed to and paid for by the Homeowner.
- I. **Any vehicles not complying with these rules, remaining on the Park’s premises, after written notice, served in accordance with NH RSA 540-A:3.II-a and 540:A-3.II-b, shall be removed from the premises at the Homeowner’s sole expense; including all moving and storage costs.**

VIII. CHILDREN

- A. A Homeowner must notify the Park Owner within ten (10) days of the birth of a child.
- B. Children must be kept under parents’ control and must behave in a quiet, orderly manner.
- C. The conduct of visiting children will be the responsibility of the Homeowner.
- D. The payment for any damage done by children to Park property will be the responsibility of the parents.
- E. Children are not allowed to congregate in the Park streets except while waiting for the school bus. Parents should encourage their children to meet with their friends on their own lot. Crossing of other people’s lots is prohibited. The Park streets are not to be used as playgrounds or gathering places at any time.

No skateboards, bicycles, wagons or similar devices shall be towed behind bicycles or other vehicles, used for jumping, used to go over ramps or used in any other dangerous or hazardous manner. No skating rinks, jump ramps, swimming pools or trampolines shall be permitted in the park.

IX. ANIMALS

- A. Quite, domestic pets may be permitted in the Park. No more than one dog will be allowed per lot. The number of cats allowed will be limited to two per lot. No pet shall be permitted spend the night outside the manufactured home, and no pets shall be permitted outside the manufactured home at any time if homeowners are not home.

Homeowners shall be financially responsible for all damage done by their pets or pets of their guests and shall keep said pets under their control at all times and within their control at all times.

- B. All pets must be registered with the Park Office within ten (10) days of acquisition of the animal. Anyone who fails to register an animal will be subject to a charge of \$10.00. All pets must be licensed and vaccinated per all applicable law and ordinance. Evidence of the same shall be provided to the park office by the pet owner.
- C. Pets must be allowed to relieve themselves only on their owner's lot. It will be the sole responsibility of the Homeowner to remove any accumulated dog wastes in order to avoid unhealthy and unpleasant odors. Homeowner's not complying with this section shall be subject to a \$25.00 fine per occurrence.
- D. All dogs must be kept on a leash, tied or fenced, and kept under control at all times. No animals will be allowed to make unnecessary noise or create unnecessary disturbances.
- E. Owners of pets which create a disturbance or unpleasantness will, at the request of the Park Owner, be removed from the Park.
- F. Pets which continue to create a disturbance or unpleasantness will, at the request of the Park Owner, be removed from the Park.
- G. Payments for any damage done by pets to Park property will be the responsibility of the Homeowner.

X. NOISE AND PERSONAL CONDUCT

- A. Residents of the Park and their guest must conduct themselves in a reasonable quiet manner so as not to disturb other tenants.
- B. **Noise levels shall be reduced after 10:00 p.m. and before 8 a.m. for the benefit of all residents.**
- C. Homeowners are responsible for the conduct of their guests.
- D. Chronic disturbing of other residents will result in eviction after the proper sixty (60) day notice has been served.
- E. Fireworks, firearms, BB and Pellet, and paint ball guns shall not be used in the park at any time.

XI. SALE OF MOBILE HOME BY HOMEOWNER

- A. The Homeowner must immediately notify the Park Owner in writing of his intention to sell his mobile home.
- B. The Homeowner will permit the Park Owner to inspect the exterior of the mobile home, including all structures appurtenant thereto, and lot to determine whether or not Park standards will permit the mobile home to remain in the Park upon resale. This inspection will be made and results provided in to the Homeowner in writing within fourteen (14) days of the Park Owner's receipt of written notice as provided in Paragraph XI-A above. This inspection is to ensure adherence with the written Park rules only, and is in no way intended, nor to be construed as a building quality or code inspection. The Park Owner shall not be liable for, nor party to any quality, health, safety, construction, infestation or other building issues that may arise within any home or related structure in the park.
- C. The Park Owner will notify the Homeowner of the results of the inspection in writing. The Park Owner may require that certain repairs, maintenance, modifications, or changes be made, per NH state law, as a precondition to allowing the mobile home to remain in the Park upon resale. The Park Owner's inspection and any resultant notification shall be valid, per NH state law, for a period of ninety (90) days.
- D. In the event that the Park Owner, after inspection of the mobile home deems the home can no longer remain in the Park, the mobile home must be removed by the new Homeowner on the date of the sale. Any such determination shall be in compliance with applicable state law and communicated to the Homeowner in writing.
- E. It is the Homeowner's responsibility to see that any potential buyer(s) obtain a copy of the written rules of the park, and completes and submits to the Park Owner a Tenancy Application. Said rules and application are available at the park office. There shall be an application fee of twenty five dollars (\$25.00) per applicant. The purpose of the application fee is to cover the costs associated in determining the Applicant's credit worthiness. A credit report, satisfactory to the Park Owner, shall be obtained before an application will be approved. Applications shall be reviewed to determine the applicant's credit worthiness, and ability to meet the requirements of tenancy with Park. Such factors include, but are not limited to, credit history, credit score, length(s) of employment, income to debt ratios, references and the like. The Park, in it's sole discretion, shall determine approval or denial of all applications. Any approval or disapproval of a completed application will be communicated to the Applicant in writing. No home may be conveyed on the Park's premises to a non-approved buyer. A transfer of an interest in the home by gift, inheritance, or operation of the law shall not give the transferee under those circumstances any right to occupy the home as a residence. Such transferee can obtain the right to occupy the home as a residence only by entering into a rental agreement with the Park Owner. The Park Owner shall enter into such a rental agreement with the transferee only if such transferee meets all of the then current criteria

and rules which affect eligibility for residence in the park, including, and without limitation to, such matters as credit worthiness. Any home (or any ownership interest in a home) conveyed to any party who has not been approved as a resident/tenant by the Park Owner shall result in the home being required to be removed from the park premises.

XII. SIGNS

- A. No commercial signs of any type are allowed in the Park except for approved “For Sale” signs.
- B. No more than two “For Sale” signs are allowed per lot.

XIII. HOMEOWNER’S OBLIGATIONS

All homes shall be occupied by the legal owner and shall not be sublet, rented or otherwise occupied by others in the absence of the legal owner.

- A. Lot rent shall be mailed to the Park Office so as to arrive on or before the first of every month. There will be a \$20.00 charge for all checks returned by the Bank.
- B. The Homeowner will pay any expenses; including attorney’s fees, whether or not a suit is actually begun, incurred in the collection of overdue rental payments. A delinquency charge equal to twenty percent of the monthly rental payment will be imposed for each rental payment remaining unpaid more than ten (10) days after it becomes due, which delinquency charge will be in addition to costs of collection, including attorneys’ fees.
- C. The Homeowner agrees that the home will not be sold, removed from the Park or put into possession of another party until all rent and taxes, including current assessment of taxes, have been paid or until arrangements satisfactory to the Park Owner have been made.
- D. The Homeowner will pay all property taxes assessed the manufactured home by the municipality.
- E. The Homeowner agrees to allow the Park Owner (or his representative) to enter and inspect the premises for reasons of health, safety, maintenance or the welfare of other residents of the community, or in the event of an emergency. Any such entry or inspection will be made at reasonable times and inspections of the inside of a mobile home will be only with the permission of the Homeowner, except in the event of an emergency.

- F. **Liability:** The Park Owner shall not be liable for liability of debt or damage claimed for injury to persons, including homeowner and their guests or invitees or licensees, or for property damage from any cause which is the responsibility of the homeowner hereunder or by law related to homeowner occupancy of the lot. Homeowners hereby covenants and agrees to indemnify park owner and save Park Owner harmless from all costs and expenses including attorney fees, liability loss or other claims or obligations because of or arising out of such injuries, damage or losses. Park owner shall not be liable for any damages on or about said lot, occasioned by homeowner's failure to keep the lot premises in repair and free of hazards, and 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, below, upon or about said lot or park premises, nor from any damage occasioned by water, snow, ice coming through or being upon the lot or park premises nor any damage arising from acts of neglect of co-residents, or other occupants of the manufactured home park or of any homeowner, residents, occupants or owners of adjacent or contiguous lots and property or for the interruption or resumption of any utility service. Homeowners shall pay for any expense, damage or repair occasioned by their negligent stopping of waste pipes or overflow of water, and for any and all damages not occasioned by reasonable wear and tear or caused by their improper use thereof. Nothing herein shall be deemed to release Park Owner from any gross negligence.

Each homeowner shall maintain liability insurance covering loss, injury or death to persons or property while in homeowner's manufactured home or elsewhere on the homeowner's site. Each homeowner shall furnish the park owner with a certificate evidencing said coverage of the park being additionally insured.

- G. **Governmental Fees, Assessments and Required Improvements (Pass-through charges):** Homeowners shall be responsible for payment of their proportionate share of the necessary and actual direct costs and impact or hookup fees for any governmentally mandated capital improvement including the necessary and actual direct construction costs and impact or hookup fees incurred for capital improvements required for public utilities.
- H. The Homeowner, occupants, guests or visitors shall comply with the rules set forth herein, and incorporated by reference, with all local ordinances, Federal or State laws or rules related to manufactured housing or manufactured housing parks, and shall promptly cure any failure to comply with such rules, ordinances, laws, or Regulations upon written notification from the Park Owner. In order to make sure that the park and the other residents are protected, Homeowners shall provide the Park Owner with evidence that all contractors hired by the Homeowners to perform work on the Homeowner's unit has liability insurance. In addition, Homeowners shall provide Park Owner with evidence that any person or entity delivering heating oil to Homeowners has adequate liability

insurance to cover the cost of removing any spilled hazardous waste or other damage to the grounds, plants, and premises.

XIV. PARK OWNER'S OBLIGATIONS

- A. Park Office hours are Monday-Friday (8:30 a.m. - 5:00 p.m.) subject to change. All requests for service or suggestions should be directed to the Park Office.
- B. The Park Owner agrees to perform the following:
1. To maintain all roads within the Park in good condition.
 2. To provide trash removal once weekly. Unless otherwise noted (holidays), trash pickup is Thursday mornings. Household refuse should be placed curbside by 8:00 a.m.
 3. To provide all water free of charge to the tenants.
 4. To maintain all below-ground plumbing, water and sewage lines and connections, and, in the event of an emergency, to make arrangements for the provision of temporary service. **Maintenance of all utility connections above-ground and/or within the mobile home will be the responsibility of the homeowner.**

The owner of the utility supplying that service maintains utilities servicing the Park, including electrical, telephone, cable television, water, and if applicable, sewerage. The Park Owner shall be responsible for dealing with those suppliers of utilities to make sure, whenever possible, that any repairs, whether they are normal or emergency, are completed as soon as possible. Maintenance of all above ground utility lines and connections servicing individual homes beyond shut-off or other connections to the distribution lines, including but not limited to, all service lines that are located above ground and under the home, shall be the responsibility of the Homeowner.
 5. To provide necessary routine maintenance of sewer lines.
 6. To trim and maintain trees and shrubs when deemed necessary by the Park Owner.
 7. To respect the privacy of the Homeowner and to enter the mobile home only with the permission of the Homeowner, which permission shall be deemed given in the event of an emergency.
 8. Indemnification of Park Owner and Limitation of Liability

The Park Owner shall not be liable for personal injury, property damage or other injury or damage suffered by a resident or third party while on the premises or in the home. The Homeowner shall indemnify and hold the Park Owner harmless from and against any and all liability, damages, suits, actions and claims, by or on behalf of any person or entity, arising out of or based upon any incident, occurrence, injury or damage relating to the home or the premises. The Homeowner shall promptly pay all expenses, damages, and costs associated with conditions caused or substantially caused by the act or neglect of the Homeowner, Resident, guest or visitor, or, any agent, servant, licensee or invite of the same.

XV. TERMINATION OF TENANCY

- A. The rental agreement is not transferable by the Homeowner, nor may the premises be subleased. Any attempt at transfer or sublease shall be cause for the immediate termination of the rental agreement at the option of the Park Owner. In the event of such a termination, or for any other reason specified herein below, the Park Owner shall have the right to reenter the rented premises and, if the mobile home has not been removed within seven (7) days from the termination of this Agreement, the Park Owner is hereby expressly permitted to arrange for the removal and storage of the mobile home, at the Homeowner's sole expense.
- B. The rental agreement shall terminate upon the occurrence of any of the following events, upon written notice from the Park Owner and subject to any statutory conditions or limitations:
 - 1. Rent remaining unpaid for more than thirty (30) days.
 - 2. Taxes, installment payments or other lawful charges, including those herein contained, owed to the Park Owner remaining unpaid for more than thirty (30) days.
 - 3. Any change in the ownership or principal occupants of a mobile home.
 - 4. Violation of the Park Rules.
 - 5. Creation of a health or safety nuisance.

XVI. MISCELLANEOUS

- a. No Waiver of Breach No assent, by either party, whether express or implied to a breach by the other party of a covenant, condition, or obligation 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 a covenant, condition, or obligation.

- b. Unenforceable Provision If any provision of these rules or any application thereof shall be invalid or unenforceable, the remainder of these rules and any application of such provisions shall not be affected thereby.
- c. Entire Agreement These rules embody the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.
- d. Each Resident shall, in connection with the use, maintenance or repair of their home and the rented home site, comply with all governmental rules, regulation and/or ordinances.
- e. Each Resident shall be responsible for any and all damage to any portion of the Park and the improvements and structures thereon, including, but not limited to, the rental home site, any other home sites, any roadways, driveways, walkways or unpaved areas caused by such Residents or such Resident's guests, agents or invitees.
- f. Procedures for Obtaining Authorization of Park Owner

When written authorization of the Park Owner is required under these Rules, the Homeowner shall submit, in writing, to the Park Owner at 843 West Hollis Street, Nashua, NH 03062, a request for approval or, as applicable, a Rodgers Companies Building Permit Application, filled out and signed by the Homeowner. The Park Owner shall review such applications and consider the appearance of the lot, home, building, or other construction, the harmony of its design or color with regard to other structures in the Park, and/or the suitability of its location. The Park Owner shall make a determination that the Home and Homeowner are in compliance with all provisions of these Rules. The Park Owner shall determine, in its sole discretion, whether or not to approve the request, 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 request/application. Any construction or change not authorized in writing by the Park Owner may be required to be removed from the park's premises. Any person or party other than the owner of the residence who performs work within the Park must carry liability, workman's compensation and other applicable insurance satisfactory to the Park Owner. The Park Owner must approve any work performed by any person or party in writing.

XVII. ENFORCEMENT

The enforcement of these regulations will be the responsibility of the Park Owner. Violations should be reported in writing to the Park Owner. Any violation of a provision

of these Rules which is not corrected within thirty (30) days of the delivery in hand or deposit in the mail by registered or certified letter with return receipt request of notice of such violation from the Park Owner to the Homeowner shall entitle the Park Owner to evict the Homeowner after sixty (60) days from the Homeowner's receipt of the aforementioned notice.

Charges and Costs: Except as otherwise specified herein, charges for labor costs incurred for violations of these rules and related repairs necessitated by actions and/or breach of these rules by the Homeowner shall be billed at \$75.00 per hour, per man, with a minimum charge of \$75.00. Equipment and trucks shall be billed at a rate of \$100.00 per hour with a \$100.00 minimum. All subcontractor costs will be billed at the rate incurred by the Park Owner, plus 5%.

XVII. WAIVER

The Park Owner retains 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 on behalf of any specified individual or individuals shall not be deemed a waiver for any unspecified individuals.

All rules set forth herein shall apply jointly and severally upon the manufactured home owner(s).