

**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 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 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 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.**

## **RULES & REGULATIONS**

### **INTRODUCTION**

The owner of Briar Ridge Estates Manufactured Housing Park (referred to herein as the "Community") intends to maintain and operate this Community as a quality residential community. It is the purpose and intent of these Rules & Regulations to promote the character of the Community as a peaceful, attractive, and enjoyable community for all residents and to promote convenience, order, safety, welfare and harmony in the Community for the tenants, as well as setting forth the terms of the lot tenancy for each tenant and in accordance with New Hampshire R.S.A. 205-A. These Rules & Regulations are further intended to preserve the Community Owner's property from abusive use and make a fair distribution of services and facilities held out for the tenants. The Community's Management ("Management") strives to render prompt and efficient service and to provide all tenants with an enjoyable lifestyle in quality surroundings.

Each tenant renting a lot in the Community is referred to as the "tenant" in these Rules & Regulations. Tenant is defined as a person entitled under R.S.A 205-A to occupy a dwelling unit to the exclusion of others. The term "person" includes an individual or organization. The term "household members" includes in all instances any tenant's spouse, children, or any other cohabiters or individuals authorized to reside in the tenant's home. The term "resident" includes the tenant and any household members. The term "Premises" shall be defined as the lot which is the subject of each individual lease, including the specific home currently situated on the lot, and any parking spaces associated with said lot.

These Rules & Regulations apply equally to tenants, their household members and to any guests, invitees, or visitors. These individuals are considered to be under the control of the tenant and the tenant is responsible for any Rule & Regulation violations by any of these individuals.

### **A. RIGHTS AND RESPONSIBILITIES**

**1. Management Rights:** Management retains all of the rights set forth in the statutes, as well as all rights set forth in these Rules & Regulations and all other rights and abilities that

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are reasonably necessary to carry out Management's responsibilities, or to enforce these Rules & Regulations or to promote the peace and safety of the residents of the Community. Management reserves the right to inspect any lot or exterior of any home, and/or to perform any repairs or maintenance of Community utilities at all reasonable hours. Emergency repairs may be performed anytime deemed necessary.

**2. Tenant Complaints and Concerns:** Any and all complaints or concerns should be submitted in writing, signed, and addressed to the Community Manager, 40 Lilac Drive, Rochester, New Hampshire 03867.

**3. Safeguards and Alterations, Installations or Construction:** Management reserves the right to amend these Rules and Regulations and to require the addition of safeguards and/or alteration of improvements to personal property if necessary to comply with the safety requirements of the Community's insurance carrier, or reasonable safety measures in general. With the exception of certain plantings set forth below, any alterations, installations, additions, or construction on lots must be approved in advance by Management, in writing, and conform to all applicable building codes.

**4. Liability and Indemnity:** Neither Management nor the Community owner is responsible for fire, theft, or damage in any manner to any home, vehicle, or other property of any resident or guest of the Community, or for any injuries to or death of any person, arising from, among other things, storm damage, flooding, snow, or ice on any lot or other Community property. It is being fully understood that each tenant, household member, visitor, or guest uses and occupies all Community property at their own risk. This provision may not be interpreted or construed so as to absolve the Community Owner from liability for its own willful acts or gross negligence of that of its agents.

Each tenant shall hold the Community Owner and Management harmless from any and all claims, expenses, damages, liabilities, judgments, rights and causes of action of whatever kind or nature, caused in whole or in part by, arising out of, or attributable to any matter for which the tenants, household members, visitors, guests, or invitees are responsible under these Rules & Regulations. Furthermore, the Community Owner shall not be liable for any damage or injury of or to the Tenant. Tenant's family, guests, invitees, agents, or employees or to any person entering the Premises or the building of which the Premises are a part or to goods and equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend, and hold Community Owner and Management harmless from any and all claims or assertions of every kind and nature.

Neither the Community Owner nor its Management may be held responsible for any interruption of services, or damages resulting therefrom, caused in whole or in part by conditions beyond its control.

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**5. Non-Conformance:** Exceptions to these Rules & Regulations in existence as of the effective date do not survive a transfer of ownership and must be made conforming prior to execution of such transfer. Tenants with free standing carports, fencing, metal sheds, certain alterations, hot tubs or more than one approved shed will be permitted to keep the nonconforming use until the structure/personal property requires partial or total repair or replacement due to deterioration or otherwise, whereupon it must be removed and no replacement will be allowed. Tenants with trampolines, swimming pools, swing sets, basketball hoops (free standing, mounted, or otherwise) and other playground equipment must remove these items in order to protect the health and safety of other residents of the Community.

**6. Insurance Coverage:** The Community carries standard property insurance. The Community's insurance policy does not cover loss or damage to the property of the Community's residents or injury or death to any persons, in situations where the damage results from a tenant's own negligence, failure to adhere to the Rules & Regulations, or any condition that is within the control of the tenant. The foregoing is not intended to be an exclusive list of the items which are not covered by the Community's insurance, and additional losses, damages, or claims may not be covered for any variety of reasons. The failure to specify herein any type of loss, damage, or claim is not an admission of insurance coverage or of any liability for any such loss, damage, or claim. Tenants are required to purchase their own insurance coverage for their home and other possessions for liability purposes. Policy data is to be provided at move-in and annually, prior to expiration renewal thereafter.

## **B. ENFORCEMENT OF RULES & REGULATIONS**

**1. In General:** Any failure of a tenant, their household members, guests, visitors or invitees to observe and comply with any of these Rules & Regulations or any of the provisions of New Hampshire R.S.A. 205-A and 540 will be considered unacceptable behavior, which may subject the tenant to eviction from the Community after written notice and an opportunity to comply.

**2. Violations:** Any tenant, their household members, guests, visitors, or invitees who has committed, or is responsible for, any violation of these Rules & Regulations will receive at least one written violation notice with an opportunity to correct the violation within a time frame specified in the notice. Any continuing violation of a provision of these Rules & Regulations by the tenant will be subject to an eviction notice, with an opportunity to correct the violation within a timeframe specified in the notice. Tenants receiving more than three (3) eviction notices within a twelve (12) month period may be subject to an eviction from the Community by landlord-tenant writ.

**3. Termination of Tenancy:** In accordance with New Hampshire R.S.A. 205-A:4, a tenancy may be terminated by the Community only for one or more of the following reasons:

- I. Nonpayment of rent, utility charges, or reasonable incidental service charges; provided that no action for possession shall be maintained if prior to the expiration of an eviction notice the tenant shall pay or tender all arrearages due plus \$15 as liquidated damages.
- II. Failure of the tenant to comply with local ordinances or state or federal law or regulations relating to manufactured housing or manufactured housing parks, provided that the tenant is first given written notice of the tenant's failure to comply with said laws or regulations and a reasonable opportunity thereafter to comply with said laws or regulations.
- III. Damage by the tenant to the demised property, reasonable wear and tear excepted.
- IV. Repeated conduct of the tenant, upon the manufactured housing park premises, which disturbs the peace and quiet of other tenants in the manufactured housing park.
- V. Failure of the tenant to comply with reasonable written rules and regulations of the manufactured housing park as established by the park owner or operator in the rental agreement at the inception of the tenancy or as amended subsequently with the written consent of the tenant, or without the tenant's consent upon 3 months' written notice; provided that the tenant is first given written notice of the failure to comply and a reasonable opportunity thereafter to comply with said rules and regulations. Nothing in this section, however, shall be construed to permit a park owner or operator to vary the terms of a written or oral rental agreement without the express written consent of the tenant.
- VI. Condemnation or change of use of the manufactured housing.

**4. Costs and Fees for Non-Compliance:** Tenants shall be subject to payment of certain fees for failure to comply with Community Rules & Regulations as defined in the Community Fee Schedule. Costs and reasonable attorney fees shall be charged, at the discretion of the Community owners and/or Management, to a tenant who fails to pay rent or otherwise violates Community Rules & Regulations whether or not a legal action is filed against the tenant. Should it become necessary for the Community owners and/or Management to employ an attorney to enforce any of the conditions or covenants in the Rules & Regulations or Lease Agreement, including the collection of rentals or gaining possession of the Premises, Tenant shall pay all expenses so incurred, including reasonable attorney fees.

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

**1. Application for Tenancy:** All prospective tenants of the Community and their household members aged eighteen (18) and over are required to complete an Application for Tenancy. Management review will include a credit report and criminal background check. Management approval must be received prior to any property transfer or entrance into the Community. This includes any heirs or devisees of a deceased tenant who wish to reside within the Community or others who acquire an interest in a home by operation of law.

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**2. Subletting prohibited:** Homes must be owner occupied and tenants are not permitted to sub-rent or sub-lease the rented lot, or any part thereof, or all or any part of any home on the lot. Tenancies are not transferable, and no home in the Community may be occupied by others, unless the new occupant is approved for entrance into the Community as a resident in accordance with all requirements of these Rules & Regulations.

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

**1. Rent:** The monthly lot rental amount for each lot in the Community is listed on the Community Fee Schedule which may be revised or updated from time to time at the Community owner's discretion and with at least ninety (90) days written notice to the tenant. All rent payments are due in advance, on the first day of each month. Tenants are not permitted to deduct or set off any amounts that they may claim are owed to them by the Community from their monthly rent payments. The date when Community Management actually receives the payment will determine when it was received for purposes of these Rules & Regulations; neither the postmark on the envelope or the date on the check will be taken into consideration as to whether or not the payment is made on time. Postdated checks will not be accepted.

**2. Other Charges:** Tenants are responsible to pay for their water usage, if applicable, as measured by the meter at the service entrance to the home, and all other charges as shown on the Community Fee Schedule. All such charges including reimbursement of damage caused by tenants, their household members, guests, visitors, or invitees, are deemed to be additional rent and are due and payable on the first day of the month after the charge was made.

**3. Returned Checks:** Any checks returned for insufficient funds (NSF) or otherwise will result in a service charge to the tenant in the amount set forth in the Community Fee Schedule.

**4. Failure to Pay:** If rent or any other charges due are not received by the end of the 5th day of the month, the tenant is subject to a late fee as indicated in the Community Fee Schedule on balances of \$35.00 or greater, and may be served a Demand for Rent and Eviction Notice.

#### **IF YOU DO NOT PAY YOUR RENT ON TIME**

**THIS IS YOUR NOTICE. IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, THE LANDLORD CAN START AN EVICTION PROCEDURE AGAINST YOU. YOU WILL GET NO OTHER NOTICE AS LONG AS YOU LIVE ON THIS RENTAL LOT.**

**5. Taxes:** Tenants are responsible for paying all municipal and other taxes on their homes on a timely basis.

## **E. OCCUPANCY**

**1. Owner Occupancy; Number of Occupants:** All homes must be owner occupied. No more than two (2) persons per bedroom are permitted to occupy any home in the Community. Any individual not approved for residency will be considered a visitor in the Community. All homes shall be used and occupied by Tenants, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling.

**2. Additional Occupants:** Any additional occupants to the household must be approved by Management, by completion of application process prior to moving into the Community.

**3. Visitors:** Overnight visitors are permitted on a temporary basis, except as stated below. Visitors may not remain as overnight guests in any home for a period in excess of thirty (30) days within a sixty (60) day period, without applying for Community entrance through the application process.

**4. Restrictions on Visitors and Occupants:** No tenant may have as an overnight visitor, or as a permanent resident in any home, any person who has been:

- a) evicted from the Community based on any violation(s) of these Rules & Regulations other than nonpayment; or
- b) convicted of any crime that occurred on Community property, or that occurred while the individual was a resident of the Community, or the victim of the crime was a Community resident, or
- c) convicted of a sex crime (including, but not limited to, rape, statutory rape and unlawful sexual contact), or any felony conviction unless Management specifically waives this restriction in writing with respect to a particular circumstance and a particular individual, which Management has no obligation to do.

## **F. CONDUCT AND COMPLIANCE WITH COMMUNITY RULES & REGULATIONS**

**1. Prohibitions:** The following are prohibited at all times in the Community:

- a) Loud parties; loud musical instruments, music, radios; other offensive noise or commotion.

- b) Shouting, fighting, and other forms of disorderly behavior.
- c) The public consumption of alcoholic beverages or drunken behavior in public.
- d) Open fires of any kind. UL-approved chimneas, charcoal grills, gas grills, and hibachis may be used if they are operated properly and are in good working order.
- e) Absolutely no firearms, bb guns, paintball guns, or fireworks may be fired or discharged in the Community under any circumstances.
- f) Trampolines, swing sets and other playground equipment, swimming/wading pools, and/or basketball hoops (free standing, mounted, or otherwise) are prohibited except as stated elsewhere in these Rules and Regulations.
- g) Assault, or the threat of assault, harassment, intimidation, or other interference with Management or other employees or damage or threat of damage to any Community property.
- h) Peddling or soliciting of any kind. This is not intended to prevent sales "parties" (e.g. Avon parties) held by a resident of the Community, involving only previously invited guests.
- i) Storage of any materials or substances that pose a fire hazard, or that are likely to attract insects or rodents.
- j) Interference with any other tenants' quiet enjoyment of their home and lot.
- k) Feeding, or other care, of stray cats, dogs, or feral creatures.
- l) Storage of materials or equipment for any commercial enterprise.
- m) Holiday decorations still on the premises ten (10) days after the holiday being celebrated.

**2. Quiet Hours:** All noise that can be heard outside of the home is to be kept to a minimum between the hours of 9:00 p.m. and 7:30 a.m. No unnecessary noise may be audible outside of the home during those hours.

**3. Dealing with Neighbors:** Complaints of Rules & Regulations violations should be reported in a signed letter to Management. In the event of afterhours disturbances or in case of an emergency, tenants are requested to contact the police department for corrective action, and advise Management in writing of the incident and the circumstances surrounding the complaint on the next working day, so that Management can follow-up and help correct the problem.



**4. Vacant Lots:** Vacant lots are Community property and are not to be disturbed, entered, or used for any purpose whatsoever. **Tenants are hereby placed on Trespass Notice for all vacant lots.**

**5. Damage to Community Property or Equipment:** Any damage caused to any property or equipment in the Community by any tenant, their household members, visitors, guests, or invitees, will be the financial responsibility of the tenant to correct, regardless of whether such damage has been caused negligently, intentionally, inadvertently, or otherwise. The damages will be measured by the restoration or replacement cost to correct the same, in Management's discretion. Such damages are deemed additional rent and are due and payable thirty (30) days after Management has provided written demand for payment.

## **G. CHILDREN**

**1. Responsibility:** Tenants will be held responsible for any property damage or injuries caused in whole or in part by their children, and for any violations of these Rules & Regulations by their children. Tenants may be evicted for violations of these Rules & Regulations committed by their children, after notices and an opportunity to comply, as though the violations had been committed by the tenant themselves.

**2. Supervision and Conduct of Children:** Each tenant is responsible to provide adequate supervision of their children at all times, while they are in the Community. Tenants shall not permit their children to enter any Community buildings or enter any other areas designated by Management as prohibited, whether for safety reasons or otherwise. No one is permitted to play or loiter on empty lots, in the streets, or to trespass on other tenant's lots.

The recreational area in the park is opened daily between the hours of 8 am and 9pm. Use of this recreational area at other times is strictly prohibited.

Bicycles, tricycles, and toys must never be left in any streets, parking lots, or common areas. For their safety, children must never play with riding toys in these areas. Throwing rocks, digging on lots, destruction of trees or other Community property is not permitted.

Children may not operate any vehicle in the Community except in compliance with the State of New Hampshire's driver's license regulations.

## **H. PETS AND OTHER ANIMALS**

**1. Responsibility:** No pets will be permitted without the prior consent of Management. Tenants are responsible for all actions of their pets, and are financially liable for any damage caused to property of the Community or that of any other tenant and for any personal injuries, including death, caused by their pets. Pets are not permitted to disturb the rights, comfort, safety, or convenience of the other residents or their visitors. Undue noise, aggressive behavior toward

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people or other pets, digging, or other unruly behavior, by any pet or other violation of these Rules & Regulations may be cause for removal of the animal from the Community.

**2. Types and Registration of Animals:** One dog or one cat will be permitted. No wild or exotic animals, farm animals, or venomous or otherwise dangerous animals are permitted to be kept in the Community, whether as pets or otherwise. A reasonable number of fish, birds, and/or constantly caged small (under 4 lbs.) indoor animals, such as hamsters, gerbils, or guinea pigs, are permitted without registering with Management. The term "reasonable" is to be determined within the sole discretion of Management.

Approval of any dog or cat is contingent on completion of a "Pet Information" sheet, presentation of proof that the animal is properly licensed pursuant to municipal and county requirements, and submission of a certificate from a licensed veterinarian stating the animal has received all required and advisable immunizations and has been spayed or neutered. This information must be updated and kept current with the Community office on an annual basis.

Due to insurance requirements and the safety of other residents, the Community prohibits potentially aggressive breeds and cross-breeds including, but not limited to, all Pit Bulls (American Staffordshire Terriers) Doberman Pinschers, Chow-Chows, Rottweilers and Wolf Hybrids.

**3. Care of Pets:** Dogs and cats may not be left outside unattended at any time, day or night. Doghouses, outdoor cages, ropes, chains and other outdoor enclosures intended to house or contain any pet or other animal are strictly prohibited. Whenever pets are outside the home, they must be kept on a leash. Any pet or other animal found loose in the Community is subject to being picked up by the Animal Control Officer and taken to the Humane Society.

Animal waste deposited anywhere in the Community must be removed immediately by the person responsible for the animal, and pets are not permitted to trespass on the other tenant's lots.

**4. Removal of Animals:** Tenants with registered pets in violation of these Rules & Regulations will be given written notice of the violation and an opportunity to comply. If the violation continues or recurs, the Community may require removal of the pet from the Community.

The Community reserves the right to require immediate removal of any unregistered pet, or any pet with a history of aggressive behavior and/or prior or current dog bite history, or otherwise injures a person or other pet or is deemed in the sole discretion of Management to be a threat to the health or safety of other residents.

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

1. No home occupation, business, or commercial activity (including Day Care/Babysitting) may be conducted in the Community at any time. Usage of the premises is strictly restricted to residential use .
2. Individual yard sales are not permitted. The community may sponsor yard sales at their discretion, at which time you would be invited to participate.

**J. CONDITION OF HOMES IN THE COMMUNITY**

1. **In General:** The following Rules & Regulations set standards for homes in the Community and are applicable at all times with respect to all homes. Management may conduct an inspection of the exterior of all homes, accessory structures, and lots to confirm compliance with these Rules & Regulations. Tenants who own homes that fail to meet the standards contained herein will be given written notice and a reasonable opportunity to correct any deficiencies, in order to meet these standards. If the home is not brought up to these standards as determined by Management, Management may elect to complete work at the tenant's expense or may pursue eviction to have the home removed from the Community.

In the event that the Tenant feels that the Rules & Regulations require him or her to make aesthetic changes to his or her home's original design such that it would create an undue financial hardship and which is contrary to New Hampshire R.S.A 205-A, the Tenant agrees to an affirmative duty to bring said complaint to Management in the form of a written letter outlining the nature of the hardship.

2. The original or replacement components of all homes or structures must be in a safe and secure condition, without holes, rust, or substantial dents, and scrapes, patching or fading. Original or replacement components of all homes must remain compliant with all Federal, State, and local applicable building codes, including but not limited to the exterior siding, roof, windows and doors, steps and handrails, plumbing, heating, and electrical systems, anchoring system, skirting, or electrically wired smoke detectors. All plumbing and heating systems must be operable at all times and compliant with all HUD and local codes. All electrical service and wiring must be in accordance with the specifications of the edition of the National Electrical Code or HUD Standards in effect on the date of the manufacture of the home. The service entrance must be adequate for the electrical load imposed by the manufactured home and any additions, given its number of occupants and the type and number of electrical appliances.
3. All homes entering the Community or any replacement siding installed must be of vinyl, Hardy board, or residential finish siding in a clapboard style. The use of lattice for skirting or decking enclosures is strictly prohibited To the extent that is reasonably feasible all replacement roofs must be of a pitched cottage style. Skirting must fully

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enclose the area between the home and the ground and be of vinyl or comparable good quality material. Skirting must be replaced when deteriorating or damaged and installed in accordance with the manufacturer's installation instructions. Access opening(s) not less than eighteen inches (18") in any dimension, fully covered with an access door panel, not less than three (3) square feet in area must be provided and must be located so that any water supply and sewer drain connection located under the home are accessible for inspection and repairs. Access panels and doors may not be fastened with locks, or in a manner requiring the use of a special tool to remove or open them.

4. The ridding and/or removal of the infestation of pests, including but not limited to insects, rodents, skunks, raccoons, snakes, alligators, squirrels, or opossums, are the responsibility of the tenant.
5. E911 street numbers must be visible from the street on the outside of each home.

**6. Porches, Decks, Other Additions and Improvements:**

a) **Improvements:** Tenants may not make any additions or improvements on their home or lot, without first obtaining Management's written consent. Any additions or improvements approved by Management must be made solely at the expense of the tenant and in strict compliance with Management's approval with no rights to improvements being made at the Community Owner's expense.

b) **Additions:** An "Addition" to a home is defined to include any and all steps, porches, awnings, decks, windbreaks, and other improvements and installations, as well as all alterations to existing construction and exterior improvements and installations. "Additions" also include any separate Accessory Structures, which are defined to include all storage sheds, utility buildings, patio rooms, add-a-rooms, and all other accessory structures.

(1) Prior to the construction of any Addition to any home or lot, the tenant must submit a scaled drawing of the design, color (paint, stain, or finish to match the home), size, materials, and construction location. Management reserves the right to require, in its sole discretion, the submission of a professionally drawn design by a licensed architect, licensed engineer or other similar person.

(2) Any addition constructed without written approval of; or not in accordance with the approval of the Management, may be required to be removed immediately by the tenant at their expense. If not removed, Management has the right to enter the lot and remove all such unapproved Additions at the tenant's expense.

(3) Additions must be harmonious with the rest of the home in style, form, exterior materials, and general appearance. Accessory Structures must be of wood or any

other material that is designed to withstand exposure to the elements without deterioration or damage, and is designed to have and retain an attractive appearance. The use of lattice is strictly prohibited.

(4) Additions must be properly constructed in a workmanlike manner, using good quality materials, in accordance with the approval granted by Management and all applicable building codes, and completed within thirty (30) days of the beginning of the construction, unless an extension is granted by Management. Building permits must be posted during construction. Once completed, all work requires the approval of Management.

(5) Additions must be kept in good, safe, attractive, and not deteriorated condition at all times.

c) **Accessory Structures:**

(1) One shed per lot is permitted and must not exceed the maximum of 10 ft x 12 ft. Tenants with more than one approved shed will be allowed to keep the shed until one of the sheds requires repair/replacement due to deterioration or until the home is sold or transferred. Existing metal sheds will be allowed as long as they remain in good condition and meet Community standards. New or replacement sheds must be of wood construction, with a cottage style shingle roof and sided with clapboard, vinyl or Hardy board material to match the color of the home. No shed additions of any type will be allowed. The height of any Accessory Structure such as a garage, carport, or shed must be equal to or lower than the roof peak of the home.

(2) No new fences or fence structure (which includes temporary lawn or garden fencing) or replacement of existing fences will be permitted in the Community with the exception of fencing around an approved hot tub. Permanent fences, previously approved by Management, may remain until that time the fencing requires either repair or replacement (either partial or total) due to deterioration or otherwise. When any fence is removed from the lot, the lawn area must be repaired and restored to the condition that existed prior to the installation of the fencing.

(3) Existing hot tubs are permitted at the rear of the home but for insurance and safety purposes must be fenced and covered by a locked, commercial cover. Fencing around a hot tub must be limited to the area immediately surrounding the hot tub. No new or replacement hot tubs will be allowed.

(4) Satellite dishes over 18" in diameter and antennas (of any kind) outside the home are not permitted. Antennas installed prior to the effective date of these Rules & Regulations may be maintained so long as they remain in good condition. The location of satellites must be approved in writing by Management.

(5) Free standing carports in driveways are not permitted. Existing approved free standing carports will be allowed until they become in disrepair, or until the home is sold or transferred, at which time the carport must be removed from the lot at the tenant's expense. The addition of lattice or other materials to enclose existing carports will not be approved.

**7. Fire Prevention:** No liquid petroleum, propane or similar gas tanks may be stored inside or under any home or structure. Fuel tanks (oil or propane) must be properly installed by an authorized fuel company and must be placed at the rear of the home. Any new home being located in the park shall not be allowed to install or use oil as heating source. No flammable materials, including but not limited to gasoline and kerosene, may be stored under or within the home. Tenants are encouraged to keep fire extinguishers at their homes in working condition and to install and maintain adequate smoke and carbon dioxide detectors.

**8. General Aesthetic Standards and Compliance:** In addition to the standards set forth above, tenants must keep their manufactured home exteriors, siding, porches, awnings, decks, stairs, skirting, and any other exterior or Accessory Structures clean, neat, and in good condition and repair, including painting and pressure washing as needed.

Any existing porch, awning, deck, stairs, skirting, roof siding or any other exterior structure which, in the opinion of Management, is unsightly, unsafe, unsanitary, or in poor repair, must be replaced, repaired, or removed by the tenant upon written notice from Management. This repair, replacement, or removal must be done in a good and workmanlike manner. Tenants must complete the repair, replacement, or removal within the timeframe given by the written notice, unless a written extension is obtained from Management.

**9. Homes Damaged by Fire:** Any homes damaged by fire so that it becomes uninhabitable or so its exterior walls are burnt, paint peeled, windows broken or smoke damaged so that it appears unsightly, must be removed from the Community at the tenant's expense within forty-five (45) days after written notice from Management, regardless of insurance company representations regarding settlement.

If the home can be repaired on-site so that no danger to children or others exists, and so that it is no longer unsightly or a nuisance, the tenant shall be afforded a reasonable time to make repairs, not to exceed ninety (90) days regardless of the availability of insurance funds. Management shall determine whether the repairs are sufficient to bring the home into compliance with Community Rules & Regulations and allow it to remain in the Community once repairs have been made. Pending removal of the home from the Community or repair of the home, the tenant must close up the home and completely cover any unsightly or dangerous parts of the home and debris to minimize the risk that it poses to children and others within the Community.

## **K. CARE OF GROUNDS**

Reviewed: Manager\_\_\_\_\_/Tenant\_\_\_\_\_

**1. General Lot Maintenance:** Except as otherwise specifically set forth in these Rules & Regulations, it is the responsibility of each tenant to maintain his or her entire lot in a good and attractive condition and in good repair at all times, at the tenant's expense. Grounds must be kept clean, neat, and uncluttered. No discarded or abandoned materials, unnecessary items, building materials, trash, junk, debris, or excessive lawn decorations that create a cluttered appearance may be kept, stored, left, or abandoned outside the home or an accessory structure. Carports and screen rooms may not be used as a storage area. Toys, bicycles, etc., must be put away (not left outside) at the end of the day.

All flowers, shrubs, manufactured housing exteriors, additions, skirting, and other visible items and areas must be kept neat and attractive at all times. All tools, wheelbarrows, and other equipment are to be stored out of sight in sheds at all times when not actually in use. Items not considered lawn furniture, lawn ornaments, or grills must be stored out of sight in the home or shed. No unsightly storage of any items is permitted at any time, and all storage arranged so as to permit easy access to the underneath of the home at all times.

Management may issue a notice of violation to any tenant whose lot is not properly maintained, or whose lot is or contains an eyesore, and to require that the lot be cleaned and restored to an attractive condition within a reasonable time frame under the circumstances. If any lot is not properly maintained after written notice, Management reserves the right to take all necessary steps to clean and maintain the lot and/or initiate eviction proceedings. All costs of lot maintenance and cleaning by Management will be charged to the tenant in accordance with the Community Fee Schedule.

**2. Lawns:** All lawns must be kept neat, well groomed, and reseeded as needed. Lots must be mowed and the grass must be trimmed around and to the edge of the home as often as is necessary to maintain a neat appearance. It is also the responsibility of the tenant to rake and remove leaves and any other yard debris on an as needed basis. If any lawn is not regularly mowed and trimmed, or if leaves or other debris are not kept raked, Management reserves the right to mow, trim, or rake the lawn, and will charge the tenant the applicable maintenance service fee as described on the Community Fee Schedule.

**3. Gardens, Shrubs, and Trees:** Shrubs, trees, and reasonably sized gardens are allowed, but require written approval of Management in the case of trees and shrubs. Tenants may not nail or in any way attach hardware to any trees within the Community.

Tenants may not trim or remove trees without permission from Management. Tenants wishing to remove trees from their lot must first have the trees inspected and approved for removal by the Management. A permission form must be obtained from the office, with will be valid for thirty (30) days from the date issued and the person doing the work must carry adequate liability insurance.

Within seven (7) days from the date the tree was cut down, tenants are required to remove from the lot all parts of the tree, including branches, trunk, and stump.

Management, within its sole discretion, may decide to trim branches or remove a tree from a lot that is deceased or dead. With the exception of an emergency tree removal, management will provide the resident with reasonable notice.

Management is not responsible for any damage to plantings due to snow plowing, road treatment, the need to access underground systems, or other causes.

**4. Trash Removal:** All trash containers must be kept in a storage shed or toward the rear of the home. No trash is to be stored outside at any time unless kept in a durable trash container with a secure lid. Trash containers are to be brought out to the street on collection days and removed the same day of collection. The tenant must clean up any scattered trash or garbage as soon as possible, or the Community will clean it at the tenant's expense.

**5. Snow Removal:** Tenants are responsible for all snow and ice removal on their lot including all steps and must all times maintain a clear path to all doors. Tenants must not put salt on any cement or concrete as it will damage the cement. Concrete safe alternatives may be used. Tenants are responsible for any damage caused by plowing done by another party at their request. Only driveways may be plowed and no snow may be plowed or shoveled into the roadway. All obstacles such as rocks must be at least eight (8) feet from the roadway edges during the winter. Snow plowing and snow removal vehicles are not allowed on lawns during the removal of snow. All tenants must park in their allocated driveway only and must not park on the street at any time during the snow removal process.

**6. Clotheslines:** Clotheslines are strictly prohibited. Any existing rotary, umbrella, or collapsible style with a solid base in the ground is allowed to continue in use as long as it is properly maintained and remains in good condition. Residents are prohibited from replacing existing nonconforming clothesline.

**7. Playground Equipment/Temporary Enclosures:**

Volleyball or badminton nets may be utilized at the rear of the home but must be neatly stored when not in use.

Screen rooms and tents may be installed on a temporary seasonal basis and must be maintained and kept in good condition. Management may require their removal should their condition deteriorate or the duration of use be excessive. Management can also limit the size or the area of the lot where a screen room or tent can be located. Screen rooms and tents may not be used for storage purposes. Free standing temporary canopy type car covers of vinyl or other material may not be used.



**8. Swimming Pools:** The only pools permitted in the Community are small children's wading pools not exceeding eighteen inches (18") in depth. Wading pools must be emptied each day and stored off the lawn. Any damage caused by such pools must be repaired at the tenant's expense. Proof of adequate liability insurance must be provided and a waiver must be signed prior to use of such pools. Children must be supervised at all times.

**9. Sign Restrictions:** Signs are not permitted on lots, homes, or elsewhere on Community property at any time except Realtor or "For Sale" signs not exceeding 216 square inches.

**10. Firewood:** Management reserves the right to approve the location of stacked firewood. Any tenant with a wood stove or fireplace may store wood, neatly stacked, so as not to be visible facing the road, in a location such as to the rear of the home. Cutting firewood with chainsaws is permitted with consideration of neighbors due to the noise. All wood stove connections must be properly installed in accordance with manufacturer's specifications and all local and state fire codes, and it is the tenant's responsibility to ensure proper installation.

## **L. UTILITIES**

**1. Water and Sewer Service:** Each tenant is responsible to keep in good condition and repair at their own expense, all water and sewer lines and fixtures in and under the home, up to the point where the service lines penetrate the ground or slab.

**2. Prevention of Freezing Water Lines:** Water lines, from the point of surfacing in the ground well to the home connection point, must be protected against freezing by the use of adequate heat tapes and pipe installation, which are to be provided and installed at the tenant's expense. Tenants must not leave water running to prevent freeze-ups. Any damage to the common utilities or other damage to the water meter or plumbing for that lot or the Community resulting from any tenant's failure to comply with this provision will be repaired at the tenant's expense and be charged as additional rent.

**3. Septic or City Sewer Systems:** The flushing of garbage, sanitary napkins, paper towels, disposable diapers or wipes, prophylactics, cigarettes, cigars, grease, or any other non-soluble item or substance in toilets and drains is strictly prohibited. Doing so may cause a backup in the septic or sewer systems and lead to unsafe conditions. Any cost of correcting clogged drains or sewer problems that are due to any improper actions of the tenant, or of others for whose actions the tenant is responsible, will be charged to the tenant.

**4. Electrical Service:** The Community is responsible for the maintenance and repair of all underground wiring and electrical equipment from the outside disconnect located near the meter to the circuit breaker box in the home. The tenant is responsible for the circuit breaker within the home, all wiring in the home, and any additional service originating at the home

including but not limited to sheds or outside lighting. Such wiring shall be maintained and repaired as necessary by the tenant at their expense, in accordance with all applicable state and local codes. Tenants must contact Management immediately in the event of any electrical problem. Tenants are prohibited from attaching any objects in any manner to electric utility poles or exterior breaker boxes. Management consent is required for tenants wishing to upgrade their electrical service above 100 amps. Damages occurring due to an unauthorized increase are the tenant's responsibility.

**5. Fuel Tanks:** All heating oil, propane/LP and other fuel tanks must be installed and maintained in accordance with all applicable federal, state, county, and local codes, laws, and regulations governing the same. Any new home being located in the park shall not be allowed to install or use oil as heating source. Tanks should be installed so as not to be visible facing the road. In the event that proper installation of the fuel tank causes it to be visible from the roadway, Management reserves the right to approve the location, and the tenant must provide a Management approved enclosure around the tank that is compatible with the appearance of the home in color and design. All leaks must be repaired, and tanks must be painted and leveled when necessary. Tanks must be inspected once a year.

In the event of any spillage of home heating fuel, the area of the spill must be cleaned in strict compliance with all federal and state environmental standards at the tenant's expense. Any spillage of home heating fuel or other hazardous substance must be reported to Management immediately.

**6. Tampering with or Disconnection of Utilities:** Interfering with, tapping into, or otherwise tampering with any utilities or utility installations in the Community, including but not limited to Community utility connections, meters, or other installations is extremely dangerous and strictly prohibited. Water meters are owned by the Community and may only be disconnected by Management. A maintenance service fee will be charged for any disconnection of a water meter. Any costs to repair or replace water meters damaged due to a tenant's conduct or negligence will be at the tenant's expense.

## **M. MOTOR VEHICLES**

**1. Registration:** All vehicles kept in the Community must be currently licensed, registered, and inspected (if required by federal, state, or local laws and regulations). Temporary plates on vehicles must be replaced by permanent plates within the time frame required by law.

No unregistered, uninspected (if required), or inoperable motor vehicles of any size or type are permitted in the Community, and any tenant with such a vehicle in the Community is in violation of these Rules & Regulations. Any such vehicles are subject to being towed away by Management, at the owner's expense and risk, after written notice is provided to the tenant and the tenant has failed to comply.

Reviewed: Manager\_\_\_\_\_/Tenant\_\_\_\_\_

**2. Maintenance of Vehicles:** Tenants are permitted to perform only minor maintenance on vehicles within the Community. Damage to paved parking areas or driveways caused by leaking gas, oil, or other automotive fluids must be repaired by the tenant, at the tenant's expense. No tenant will be allowed to keep any vehicle at their lot that is unsightly, including various parts being different colors, excessive rust, flat tires, etc. No tenant is to use their lot for extended mechanical repairs.

**3. Speed Limit and Safe Driving:** Speed limits within the Community shall not exceed \_\_\_\_\_ miles per hour (\_\_\_\_ mph). There must be no squealing of tires, joyriding, or reckless driving. All vehicles are subject to reasonable noise levels.

Speeding, driving under the influence of drugs or alcohol, or other unsafe behavior by any tenant or by the tenant's household members, guests, or invitees will not be tolerated. Violation of this Rule will result in a violation notice, and failure to comply after notice of the violation may result in eviction.

**4. Commercial and Recreational Vehicles:**

Tenants may not keep any commercial truck over  $\frac{3}{4}$  ton on their lot. No campers, RVs, boats, utility trailers, off road recreational vehicles, snowmobiles, ATVs, or motorized go-carts may be parked on the lot or in the driveway. Off road recreational vehicles, snowmobiles, ATVs, or motorized go-carts may not be driven on Community property.

Driveway parking of campers and/or RVs will be permitted for a maximum period of forty-eight (48) hours while loading or unloading, after which time the vehicle must be removed from the lot.

A storage compound for recreational vehicles will be provided for a monthly fee as indicated in the Community Fee Schedule.

**5. Parking:** The maximum number of vehicles kept in the Community will be two (2) vehicles per driveway with no allowance for parking on the lot at any time. Management approval must be obtained for driveway parking of additional vehicles.

Tenants who wish to enlarge their driveway to accommodate additional vehicles may do so with Management approval and at the tenant's expense.

No vehicle may be parked within ten (10) feet of any fire hydrant. Any vehicle parked overnight in an unauthorized place is subject to being towed at the owner's risk and expense, without prior notice. Vehicles may not be parked on the grass. Vehicles may not be kept covered in any driveway except with a commercial vinyl-type cover, kept in good condition. Any vehicle parked in the street that impedes the removal of snow is subject to being towed at the owner's risk and expense.

Reviewed: Manager\_\_\_\_\_/Tenant\_\_\_\_\_

Guest parking is not permitted except in the driveway of the home, or visitor parking area if applicable, unless for short periods of time, e.g. dropping off or picking up persons or items.

## **N. REPLACEMENT OF HOMES**

Tenants who wish to remove their existing home in order to buy a new manufactured home to be placed on the same lot must provide Management with thirty (30) days written notice of their intent to replace the home.

Existing homes may only be replaced with new manufactured homes which meet all HUD standards and are installed in accordance with Federal, State, and local regulations or ordinances, the manufacturer standards and Rules & Regulations of the Community.

## **O. TRANSFER OF HOMES**

**1. Requirement of Full Payment:** Before any home can be removed from the Community, sold, or occupied by a new tenant owner, all rental payments and all other charges and fees due must be paid to Management in full, with written verification that all real estate taxes have been paid.

**2. Sale of Manufactured Housing/Requirements for Sale:** Tenants have the right to sell their home to whomever they choose, however homes to remain in the Community must be safe, sanitary, and in compliance with applicable aesthetic standards. Buyers must be approved for residency prior to the conveyance. The buyer or new purchaser shall submit an application for residency in accordance with these Rules & Regulations and the Community shall notify the buyer or new purchaser of approval or disapproval within fifteen (15) days after the receipt of the written application. Management reserves the right to charge a fee for processing the application as permitted under N.H. R.S.A. 205-A:2.

A thirty (30) day notice to Management is required prior to the proposed date of sale or removal of a home. Homes remaining in the Community will be subject to a pre-sale inspection of the exterior of the home, additions, and lot by Management within fourteen (14) calendar days of receiving written notification from the tenant that he or she is going to attempt to sell his or her home in place.

Within the fourteen (14) calendar days of receiving notification from the tenant, Management will provide a written notice of all repairs and improvements required for approval of an "in-Community" sale. Removal of non-conforming structures may be required. Management will re-inspect the home and lot for compliance prior to the sale.

Arrangements must be made for Management's signature on the landowner's consent portion of the deed prior to taking ownership of any home in the Community.

Reviewed: Manager\_\_\_\_\_/Tenant\_\_\_\_\_

**P. SEVERABILITY**

If any term or provision of these Rules & Regulations are determined to be invalid or unenforceable under any applicable law, ordinance or regulation, or as to any particular individual or situation only, such invalidity or unenforceability does not affect the validity or enforceability of these Rules & Regulations with respect to any other individuals or situations, and does not in any event affect the remainder of the Rules & Regulations which remain in full force and effect as though the invalid or unenforceable provisions were not included herein. The partial invalidity of any Rule does not affect the enforceability of the remainder of that Rule.

**Q. INCORPORATION OF RULES & REGULATIONS INTO LEASE**

These Rules & Regulations are specifically intended to be incorporated into each and every Lease Agreement pertaining to Briar Ridge Estates Manufactured Housing Park. Violation of any of the terms and conditions of these Rules & Regulations constitutes a violation of the Lease Agreement itself.

I, the Tenant herein, have read the within Community Rules & Regulations booklet and have had a copy of said Rules & Regulations provided to me. I further agree to abide by all provisions contained in the Rules & Regulations.

Community Manager\_\_\_\_\_

Tenant\_\_\_\_\_

Tenant\_\_\_\_\_

Tenant\_\_\_\_\_

Dated\_\_\_\_\_