

**IMPORTANT NOTICE REQUIRED BY LAW:**

**THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRED 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 PAY 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 THE RENT DUE WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.**

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

**IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU SIXTY (60) DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY THIRTY (30) DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.**

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

**COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.**

**POWDER HOUSE COOPERATIVE**

## **RULES AND REGULATIONS**

### **GENERAL RESPONSIBILITIES**

1. The cooperative is responsible for:
  - All underground utilities.
  - Snowplowing of roads.
  - Maintenance of roads and common areas.
  - Maintenance of all trees.
  - Enforcing the community rules of the cooperative.
  
2. The homeowner is responsible for:
  - Hooking up to utilities (gas, electricity, telephone and cable) and maintaining connections.
  - Upkeep of their lot.
  - The care, maintenance and snow removal of their own walkways and driveways.
  - The care, repairs and maintenance of any above ground fuel-storage tank on the homeowners lot.
  - Obeying community rules.
  - Payment of lot rent on time.
  - Prominently displaying the street number on the front of the home for emergency location (911).
  - All state or local taxes on the home are the responsibility of the homeowner. All taxes due to the Town of Exeter must be paid on or before December 1<sup>st</sup> / July 1<sup>st</sup>. If you sell your home during the year, the Town of Exeter requires that the taxes on your home be paid in full.

### **RENT**

1. Rent is due and payable by check or money order on the first day of each month, payable in advance and mailed to:  

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After the fifth day of the month, a late fee of \$25.00 will be added. A \$35.00 fee will be added for all returned checks.

2. Any failure by the tenant to pay rent or other charges when due or to comply with the rules, may result in loss of membership, eviction or both. Loss of membership will result in loss of membership privileges including lower lot rent.
3. The parties expressly agree, that after the service of notice, or the commencement of a suit, or after final judgment for possession of the lot, the park may nevertheless receive and collect all rent and/or other charges due. The payment of rent or other charges shall not waive or affect such notice, suit or judgment, except as provided by law.
4. The waiver of one (1) breach of a term, condition or covenant of these rules by either party shall be limited to the particular instance and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants.
5. If there is a condemnation or change of use of the park or its parts, or a termination of the park, for any reason, the park may terminate the tenancy by giving the tenant eighteen (18) months prior written notice in accordance with RSA 205A.

### **OCCUPANCY**

1. The Powder House Cooperative was designed as a small family park. All homes are to be owner-occupied and no rentals or sub-leases are allowed. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of occupants allowed 6.
2. Homeowners shall notify the Board of Directors if there are any additions of occupants in your home which will exceed thirty (30) days. In all cases, the total number of occupants shall not exceed the cooperatives established occupancy limits. The Board of Directors will require an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult occupant must meet the cooperatives criminal background criteria.
3. Before selling a home, the homeowner shall notify the park office in writing. The letter will contain the agent's name, telephone number and address. The sale of a home ends tenancy. Each prospective tenant shall complete an application form furnished by Powder House Cooperative. The park will not admit an occupant or tenant until it receives an application form, with application fee, and gives written approval. The parks decision about approving a prospective member shall be final. The park shall not unreasonably withhold approval if the applicant meets the park's guidelines and has sufficient financial resources. No more than two (2) "for sale" signs are allowed.
4. Before removing a home, you must give the park thirty (30) days written notice of your intent to remove your home. The removal of a home ends tenancy. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full. A copy of the permit from the Town of Exeter to remove must be given to the Board of Directors prior to removal. The lot is to be cleaned of any trash, debris and hazards, i.e. outbuildings in disrepair.
5. Before moving in a new home, the homeowner must obtain written approval from the Board of Directors prior to delivery. All work must meet the minimum standards set by the state of NH Manufactured Housing Installation Standards Board, RSA 205 D:20, part 603.
6. The park may require the removal of any home that is detrimental to the other tenants for health or safety reasons.

### CONDUCT

1. A moderate noise level from radios, electronic equipment, vehicles parties and outdoor activities is expected at all times. Quiet hours are from 10PM to 7AM.
2. Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited.
3. The Powder House Cooperative is a drug free community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
4. Discharge of firearms, BB guns, fireworks, hunting and archery equipment is not allowed on cooperative property.
5. Parents are responsible for the conduct of their children at all times.

### PETS

1. Domestic house pets are allowed in this community with the following restrictions:
  - Only house type pet is permitted.

- Placement of farm and wild animals on any cooperative property is not allowed.
  - You must register each animal with the park.
  - Proper immunization and licensing is required.
  - Pets must be spayed or neutered, as appropriate.
  - Cats are allowed to roam free provided they are not damaging any property of another homeowner.
  - Animals utilizing neighbors' yards and community grounds may be subject to confinement to the home or removal from the park.
  - The homeowner shall be held financially responsible for any damages caused by their pet.
  - Dogs must be on a leash and under control at all times.
  - No dog is to be left outside unsupervised at anytime.
  - A barking dog may not be left outside for longer than ten (10) minutes.
  - All solid wastes from pets are to be picked up by the owner immediately and disposed of properly.
2. Guests visiting with pets are expected to follow all rules with regard to pets.

### **BUILDINGS, STRUCTURES & LOTS**

1. The park has the right to access all lots and homes, upon reasonable notice and during reasonable hours, to inspect and maintain utilities.
2. All new homes, replacements of existing homes, and/or the material repair of existing homes, must be of the "house type design", with pitched roof, detachable hitches, and oil tanks in the least conspicuous location.
3. All homes and lots must be maintained to have a neat and attractive appearance. Lots should remain neat, clean, mowed and uncluttered. Appliances, large containers, chemicals and other discarded items may not be left on lawns or around the homes. No furniture of any kind except for lawn furniture may be kept outside the home. If the tenant fails to do so, the tenant authorizes the park to perform the necessary services at the tenant's expense at current hourly rates.
4. The park requires neat aluminum or solid vinyl skirting of homes and porches, providing access panels for utility connections. New homes must be skirted within thirty (30) days. These materials must be properly installed and be of the type designed for mobile homes.
5. In addition to any permit's the Town of Exeter requires, the tenant must also get written permission from the park for all additions, storage sheds, awnings, porches, steps and other alterations or construction. Written application containing sufficient description of the proposed alteration or construction must be submitted to and approved by the park prior to the start of work. Additions must be designed and constructed to look like an integral part of the home. Storage buildings are limited to two (2), must be painted or sided to match the home and located in the least conspicuous location.
6. No perimeter fences shall be installed in the park. Any fence, including so-called "living fences", installed must be approved by the park prior to installation. Fence material and size are subject to approval by the park. The individual homeowner shall incur the cost and responsibility of lot line delineation prior to any fence and/or living fence being installed.
7. No storage shall be permitted under a home, which interferes with utility access.
8. The homeowner owns and is responsible for all repairs and maintenance of any above ground fuel-storage tank (AST) on homeowners lot. All AST's shall be in compliance with "SAFETANK" standards as published by the New Hampshire Department of Environmental Services (NHDES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be

brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Board of Directors may be replaced by the cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under RSA 105-A:4-a.

9. Homeowners must check with the park before driving rods, stakes, pipes and the like into the ground regarding underground utility installations.
10. Clotheslines must be located behind the home or in the least conspicuous location.
11. Homeowners are advised to install a check valve on their water line to prevent drainage of the hot water tank if and when water is shut off for repairs. The park will not be responsible for hot water tank damage because a tenant did not install a check valve.
12. Sewer lines are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a co-op member, you are an owner of our systems and failure of the systems is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
13. All water lines must have a properly installed heat tape plugged in from November 1<sup>st</sup> to April 30<sup>th</sup>. Heat tapes will prevent freezing of water lines from the ground to the home. Homeowner shall not deliberately run water. Conservation of water is necessary at all times.
14. No peddling or soliciting of any kind is allowed in the park.
15. No commercial enterprise that puts additional strain on the cooperatives utilities or infrastructure (roads, water etc.) may be operated from or carried on within the park. No commercial signs are allowed except for the sale of a home.
16. Written approval is required for all antennas and satellite dishes other than normal tv antennas attached to the home.
17. Rubbish removal is the responsibility of the homeowner and must be placed in Town of Exeter plastic bags and stored in protected, covered containers in a location least visible from the street, except on collection day.
18. Sporting equipment such as basketball hoops and hockey nets must be located within the homeowners lot.

#### **VEHICLES**

1. There shall be no boats, trailers, campers, unregistered vehicles or any other object stored on any lot in the park without the written consent of the park. Tenants must park all vehicles within their driveway or lot, not on the street or sidewalks. Trucks larger than ¾ ton are not allowed to be stored or parked within the park without written permission. Major repairing of vehicles is not permitted. No all terrain vehicles, mini bikes, snowmobiles or other "play recreational equipment" may be operated in the park.
2. The speed limit is 10 mph. Residents and their guests must observe all posted speed limits and park signs. Motor vehicle warnings will be issued for violations. If the warning is ignored or the violation is repeated, 3 times, membership can be revoked.

#### **REQUESTS FOR REASONABLE ACCOMODATIONS**

Where the situation warrants, residents may apply for an exception to the community rules by

submitting a written request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.

#### **ATTORNEY'S FEES AND COSTS**

In the event that any legal action is commenced by the cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would include such fees and costs incurred by the cooperative with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with the community rules.

In the event a legal action is commenced against the Powder House Cooperative by a homeowner and the cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the cooperative in defending such action. In no event shall the cooperative be responsible for paying the homeowners legal fees. This is justified since the homeowner is a member of the cooperative and a partial owner of the cooperative. The term "legal action" shall include any civil action brought before the court of law and any action or claim brought before a Board, Administrative Agency or other such body.

#### **SEVERABILITY**

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

#### **LIABILITY AND INDEMNITY**

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

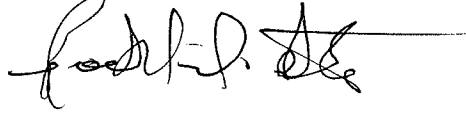
Except for gross negligence of the cooperative, homeowners hereby release the Powder House Cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may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

The tenant understands and agrees that because of differences in lot sizes, shapes, homes and other factors, Powder House Cooperative reserves the right to interpret and waive these rules as may be necessary on a case by case basis.

POWDER HOUSE COOPERATIVE COMMUNITY RULES

Total of 7 pages

Approved on 12/10/08  
by the membership

A handwritten signature in black ink, appearing to be "Fred R. De", written over a horizontal line.