



Park Rules

Emerald Acres Cooperative, Inc

**A Resident-Owned
Manufactured Housing Park**

Owned and operated by: Emerald Acres Cooperative, Inc.

INTRODUCTION

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

The Board of Directors

All Rent and Correspondence is to be mailed to:

Emerald Acres Cooperative, Inc.
104 Emerald Acres
Barrington, NH 03825

All checks are to be made payable to:

Emerald Acres Cooperative, Inc.

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

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MOBILE HOME PARK. THE LAW REQUIRES ALL RULES AND REGULATIONS OF THE PARK TO BE REASONABLE. NO RULE OR REGULATION MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU NINETY (90) DAYS ADVANCE NOTICE OF THIS CHANGE.

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

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES AND REGULATIONS OF THIS PARK, BUT ONLY IF THE RULES AND REGULATIONS 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 WISHED 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 AS LONG AS THE BUYER AND HIS/HER HOUSEHOLD MEETS 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 REQUESTED TO MOVE THE HOME FROM THE PARK.

COPIES OF THE LAW UNDER WHICH NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NH 03301.

PARK RULES AND REGULATIONS

Purpose: This manufactured housing community shall be subject to the following rules enacted by the Emerald Acres Cooperative, Inc. (the “Cooperative”), which shall be binding upon each person(s) who owns (“homeowner”) or occupies (“occupant”) a manufactured house, as that term is defined in RSA 205-A:1(I), (“home”) located on a site (“site”) in the park.

I. BUILDING AND APPURTENANCES

A. Manufactured Homes

1. All homes shall be maintained in good condition and repair and the exterior of all homes shall be clean, neat, free of rust, corrosion and properly painted at all times, and the Board of Directors reserves the right to require reasonable repair, maintenance, and improvement of any home. Any inside remodeling should not negatively affect the outside appearance of the home. 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.

2. Utility services including water, sewer, etc. are to be properly connected, insulated and protected before a homeowner takes occupancy.

3. Plumbing is to be kept in good repair and plumbing leaks in or under a home are to be repaired immediately by the homeowner. The Board of Directors reserves the right without notice to temporarily shut off the water to a home or area of the park if a water leak exists wherever such action is deemed by the Board of Directors to be in the best interest of the park and upon the advice of the Operations Committee. The Cooperative shall not be liable for any damage to a home or its contents due to interruption or resumption of any utilities that the homeowner is responsible for.

4. Except for those incidents covered by manufacturer’s warranty, homeowners shall be responsible for repairs to all above ground services to the home, including connections to all utilities and all valve and connections under a home. Heat tapes are the homeowner’s responsibility, should be checked regularly and are required to be installed by homeowner, and properly maintained on all homes. The Cooperative is responsible for all underground utilities to the extent these utilities have not been damaged by the homeowner or any occupant of the home through neglect, misuse or breaking of these rules.

5. Septic systems are not to be used for disposal of grease, condoms, feminine napkins (including Tampax) children’s toys, and non-bathroom tissue. As a co-op member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner’s or occupant’s failure to follow this rule, the homeowner may be responsible for the entire repair. The Cooperative shall not be liable for any damage to a home or its contents due to interruption or resumption of any utilities that the homeowner is responsible for.

6. The Board of Directors shall notify the homeowner within a reasonable timeframe if the main water supply is to be turned off, except in an emergency situation, at which time notice shall be given to the homeowner as soon as practicable.

7. If a home is substantially damaged by fire, windstorm, or other cause, the homeowner shall repair the damage or remove the damaged home within a reasonable timeframe exhibiting continued progress or the Board of Directors may, but is not obligated to, do so at the homeowner's expense. If a home incurs minor damage by fire, windstorm, or other cause, the homeowner shall repair the damaged home within ninety (90) days or the Board of Directors may, but is not obligated to, do so at the homeowner's expense. If the homeowner elects to repair the damaged home, such repairs shall begin as soon as practical after the damage has occurred. Within thirty (30) days of the damage, a homeowner shall notify the Board of Directors of his/her plans to repair such damage. That notice shall contain information which demonstrates to the satisfaction of the Board of Directors (1) that the homeowner has, or will have as a result of receipt of insurance proceeds, sufficient assets to restore the home to the standards set forth hereunder, and (2) that repairs required to restore the home will be completed within sixty (60) days of the damage. The Board of Directors may allow a longer period for such repair if the homeowner demonstrates that insurance proceeds to affect such repairs will be forthcoming without unreasonable delay.

8. Homeowners shall not vacate or abandon the home and/or site at any time during the rental agreement. Absence for one (1) month or longer without paying rent shall be deemed abandonment, vacating and surrender of the site and of the home. If the homeowner shall abandon, vacate or surrender the home and/or site, or be evicted by process of law, or otherwise, any personal property (including any home on the site) belonging to the homeowner and left in the park shall be deemed abandonment, at the option of the Board of Directors. In the event of such abandonment of a home, the Board of Directors may remove or cause to be removed the home from the site and arrange for storage of same at the homeowner's expense. Upon said removal, the homeowner's lease shall terminate automatically (if it has not already been terminated by operation of law or agreement of the homeowner and the Cooperative) and the homeowner shall have no further rights to the site. Neither the Cooperative nor its employees, representatives or agents including, but not limited to, the mover, shall be liable for any damage to the home or its contents due to the removal of the home as set forth herein.

B. Utility Buildings, Additions, Awnings, Screens, Skirts and/or Other Improvements

1. One (1) utility building or shed per site is permitted so long as such building or shed conforms to the Town/City building code and is approved by the appropriate local authorities and the Cooperative. No metal sheds allowed. Rubbermaid-type buildings are acceptable. Construction or replacement of any utility building or shed must meet the guidelines herein.

2. Utility buildings and sheds shall be prefabricated and harmonious with the exterior of the home.

- (a) Such buildings shall not exceed 10x12 in size (one story/standard size).
- (b) Roof shall be pitched.
- (c) Doors and windows must stay in good repair and are able to be closed.

3. If the site permits, in addition to a utility building, one (1) Fabur Quonset Hut or similar, not to exceed 6' x 8' in size, is permissible.

4. All structures on a site, including but not limited to, utility buildings, additions, porches, sheds, decks and children's play facilities such as jungle gyms, swing sets and Fisher Price type children's play sets are to have prior approval by the Board of Directors and are to comply with all applicable local, state and federal laws and regulations, including but not limited to, the town building code. Homeowners are required to present a plan to the Board of Directors for any of the above structures, showing details of the structure and the location on the site. A copy of the Town's building permit, if required, is to be given to the Board of Directors to be placed in the homeowner's file. Awnings, room additions, porches, screens, skirts, steps, and other improvements must be kept neat and in good repair. New or replacement skirting material shall be vinyl and of a color harmonious with the color of the home.

5. Utility buildings shall be placed to the rear or rear side of the home. In the event that a difference of opinion exists as to what constitutes the rear of the home, the Board of Director's decision shall be final.

6. Skirting of the entire home and removal of the hitch is required for each home.

7. Outside post lamps or any other outside lighting must be installed so that the light is directed not to disturb other homeowners or drivers in the streets.

8. Fences may be used for decorative purposes only and shall not exceed three (3) feet in height. No site perimeter fences are allowed. No stockade fences will be allowed. Fences shall comply with all applicable local, state and federal laws and regulations, including but not limited to, the town building code. Homeowners are required to present a plan to the Board of Directors prior to installing fences.

9. Steps to the homes or patios shall be sturdy and constructed of precast concrete or shall be of neat wooden or aluminum construction and must conform to building regulations. Concrete blocks are not acceptable.

10. Steps, porches, skirting and screening are the property of the homeowner; however, if left on the site on the day after removal of the home, they shall become the property of the Cooperative. If the Cooperative is required to dispose of same, the cost shall come from the homeowner's Membership fee.

11. Each such improvement set forth in paragraph I-B, shall be designed in harmony with the home that it serves, or stained to blend with the home, and shall be subject to written consent and approval of the Board of Directors. Such improvements shall be kept in good condition, neat at all times and shall be constructed by reputable builder or manufacturer in compliance with all applicable laws, codes and ordinances.

12. All new fuel tanks shall be located above ground. New tanks shall not exceed 275 gallons in capacity and shall be placed in the rear of the site, as close to the rear as possible, in a manner designed, to the maximum extent possible, to reduce any adverse visual impact upon abutting homes or the park as a whole. Homeowner shall be responsible for the purchase and installation of new tank in the event one is required. Homeowner owns, and is responsible for all repairs and maintenance of, any aboveground fuel-storage tank (AST) on homeowner's site. All ASTs shall be in compliance with "Safe Tank" standards as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference. Any tank not in compliance with such standards, or any other controlling local, state or federal laws and regulations, shall be brought into compliance within sixty (60) days after written notice by the Board of Directors. Any tank not brought into compliance with such standards within the sixty (60) days, may be replaced by the Board of Directors at the expense of the homeowner and such expenses may be assessed against the homeowner and collected in the same manner as rents under RSA 205-A:4-a.

C. Review and Approval

1. No change in the exterior of the home or other building or improvement on the site, aside from painting, and no construction or placing of any home or other buildings or improvements or any exterior addition to the home or any such building, shall be made without the prior written consent of the Board of Directors. Homeowners seeking such consent shall submit a description of the proposed change or construction, including adequate plans and specifications where applicable, and the Board of Directors shall review such description of the exterior architectural design, style, attractiveness, materials and location in relation to the surrounding sites, structures and topography and shall respond in writing to the homeowner seeking such consent within fourteen to thirty (14-30) days of its receipt of such description.

2. The Board of Directors may from time to time notify the homeowner of any deteriorating or defective features of the home which require maintenance or repair, or of any structure or fixture which was added to the home or the site without permission, and the homeowner shall repair, replace or remove the same within thirty (30) days, or such other time as may be agreed upon by the Cooperative, at the homeowner's expense. In the event the homeowner fails to take the required action, the Cooperative may take the action, at the expense of the homeowner, and such expenses may be assessed against the homeowner and collected in the same manner as rents under RSA 205-A:4-a.

II. MAINTENANCE OF SITE

A. Lawns, Trees, and Shrubbery

1. Homeowners shall keep grass mowed, trimmed and neat on their site. No major limbs are to be cut from trees without the prior written permission of the Board of Directors.
2. Grass and weeds shall be removed from around trees, homes, shrubbery and gardens. Shrubs shall be kept trimmed, all by homeowner.
3. Any new planting of trees, shrubs, and vegetable gardens must have prior written permission of the Board of Directors due to location of underground utilities and septic tanks.
4. The Cooperative is responsible for maintenance of all trees in common areas and sites.
5. Sites are to be kept neat and free of debris. If a site is neglected, the Cooperative reserves the right to have the site cleaned and paid for at the homeowner's expense.

B. Driveways, Walks, Porches, Patios and Steps

1. Driveways, walks, porches, patios and steps shall be kept neat and in good repair by homeowner.
2. Homeowners shall remove ice and snow from driveways, walks, porches, patios and steps.
3. Porches and railings shall be kept in good repair and painted in harmony with the color of the home by homeowner and be in compliance with prevailing building codes.
4. All improvements shall be made in compliance with all applicable local, state and federal laws, codes, and ordinances.

C. Rubbish and Junk

1. Rubbish is to be kept in closed containers designed for that purpose and out of sight.
2. Trash bags shall be moved to the street on the morning of removal day. All bags are to be properly secured and tied. On any day when snow plowing is taking place, all trash must be placed five (5) feet from the road's edge so as not to impede snow removal.
3. Abandoned, unused or rusting material, junk, piles of lumber or similar items, shall not be permitted on any site. Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or

around homes for more than two (2) weeks. No old furniture of any kind except for lawn furniture may be left on any site.

4. Outside burning of leaves, rubbish, wood, etc. is **not** permitted.

D. Clotheslines and Reels

1. Freestanding clotheslines are permitted and are to be placed to the rear of the site. Stringing lines between trees and/or the home is not permitted.

III. MOTOR VEHICLES

A. Automobiles

1. Unregistered and/or uninspected motor vehicles or junk vehicles shall not be permitted on any site or anywhere in the park. Except in the case of an emergency, the homeowner shall be given forty eight (48) hours prior notice of the presence of such a vehicle, and if the same is not removed by the homeowner, it will be towed away at homeowner's expense. In the event the homeowner fails to take the required action, the Cooperative may take the action, at the expense of the homeowner, and such expenses may be assessed against the homeowner and collected in the same manner as rents under RSA 205-A:4-a.

2. No major automobile repairs are permitted on any site or anywhere in the park. Minor repairs are permitted by the Cooperative. Minor repairs are defined to be changing the oil and filters, changing a tire, tune up or other similar periodic repairs. Any vehicle being repaired cannot be left for more than seven (7) days in an undrivable condition.

3. One (1) commercial vehicle such as a company pick up, small box truck or small school bus will be permitted provided the homeowner has **prior** written permission of the Board of Directors and has an approved parking area for such vehicle.

4. Vehicles and devices such as, but not limited to, motor scooters, motorcycles, trail bikes, mini-bikes, snowmobiles, ATV's and motorized go-carts are not permitted to be operated in the park for recreational purposes. A homeowner or guest may operate such vehicles for the sole purpose and limited purpose of entering and exiting the park on a direct route to their home. Homeowners must register each such vehicle or device with the Board of Directors.

5. All guests operating any motor vehicle inside the park shall comply with all park rules.

6. Automobiles, other motor vehicles or recreational vehicles of park residents shall have properly maintained muffler systems.

7. Automobiles, other motor vehicles or recreational vehicle engines shall not be unnecessarily raced or gunned at any time.

8. Automobile stereos should be kept to a reasonable noise level at all times.

9. The operation of automobiles, other motor vehicles or recreational vehicles in a manner to disturb residents of the park or in an unsafe manner is prohibited.

B. Parking

1. Parking for automobiles is available on site at each home and any additional vehicles may only be parked at a site with the Board of Directors' written consent and only if the homeowner, at his/her expense, provides a parking area for the vehicles, with the prior written approval of the Board of Directors. There shall be no parking or driving of any vehicles on the lawns. Visiting guests shall park half way out of the road, if possible.

2. On-street parking which does not interfere with park traffic, emergency vehicles or snow plowing or removal is permitted for visitors only.

3. All boats, trailers, campers, snowmobiles, non-street legal motorcycles and any other vehicle will, with the written permission of the Board of Directors, be allowed to be parked on the site out of view or shielded from view from the road fronting the home. Homeowners must provide a sufficient parking location on the site for these vehicles with the prior written permission of the Board of Directors. All such parking and storage areas must be kept neat, orderly and safe, and must not interfere with the proper and safe access to and from any site.

4. Vehicles parked in any unauthorized places may be towed away at the homeowner's expense without notice.

C. Speed Limit

1. The speed limit for all vehicles shall be a maximum of twenty (20) miles per hour, weather permitting, on park roads unless otherwise posted and will be strictly enforced.

IV. ANIMALS

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

A. Size and Control

1. Domestic pets are allowed in this park with restrictions. No more than two (2) domestic pets (such as 2 dogs, 2 cats, or 1 dog and 1 cat) will be allowed per home. No homeowner may keep farm, exotic or wild animals in any home, or on any site or on any Cooperative property. Only pets previously registered with the Cooperative will be allowed to stay and can be replaced upon their demise, as long as they do not exceed the limit of two (2)

pets per household. For the purposes of this section, the limit on pets does not include small household pets, which remain entirely within a home and do not require outside facilities, such as fish, small birds, hamsters and the like. In the event of any dispute regarding the classification of an animal as a “pet” or as farm, exotic or wild animals, the judgment of the Board of Directors shall control.

2. Any dog with a history of aggressive behavior or that becomes aggressive or bites will be removed from the park. The Board of Directors will investigate any complaint of aggressive behavior and a determination will be made. In the event of any dispute regarding the classification of a dog as “aggressive”, the judgment of the Board of Directors shall control.

3. Permitted dogs will either be restricted to the homeowner’s site or walked on a leash. A barking dog may not be left outside for longer than ten minutes. No dog runs, outside pens, cages, barns, “houses” or any other type of permanent or temporary installation or shelter for the maintenance or care of pets will be allowed. Dogs shall not be outside without supervision of an adult.

4. Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or restrain it to the inside of the home. All outside cats must be spayed or neutered and have their rabies shot(s) and proof be given to the Board of Directors.

5. No pet shall be permitted to make unnecessary noise or create unnecessary disturbances. Pets shall relieve themselves only on their owner’s site. All solid wastes from pets are to be picked up by the owner as soon as practicable if on their site and immediately if somewhere other than on the owner’s lot and disposed of in a proper manner.

6. Homeowner agrees that pets will not spend nights outside the home, no pet shall be permitted outside the home at any time if the homeowners are not at 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.

7. Pets of visitors shall be the responsibility of the homeowner.

B. Reporting

1. All current or newly acquired pets shall be registered with the Cooperative.

2. The homeowner shall comply with all local ordinances concerning immunization and licensing.

3. All dogs shall be licensed with the town and the license number reported to the Board of Directors on an annual basis.

4. Pets that create noise, disturbance or unpleasantness shall, at the request of the Board of Directors, be removed from the park.

V. SIGNS

1. No commercial signs of any type are allowed in the park. All other signs, such as political signs, shall be posted only in windows or attached to the side of the home.

2. "For Sale" signs are permitted subject to the conditions below:

a. No more than two (2) painted or printed "For Sale" signs of reasonable size (not to exceed 308 square inches) and quality, representing bona fide offers to sell homes, are permitted in the park subject to the condition as set forth below.

b. Such signs shall be posted only in windows or attached to the side of the home in such a manner as not to unreasonably detract from the appearance of the park, and shall include no more than the words "for sale", along with the name, address and telephone number of the seller, or the name, address, and telephone number of the seller's agent or representative.

VI. HOMEOWNERS, OCCUPANTS AND GUESTS

1. All homeowners, occupants and guests shall observe all rules and regulations developed by the Cooperative.

2. Homeowners are responsible for the conduct of themselves and their occupants, including but not limited to, their children, and their guests and shall pay for any damage caused by any of them on the basis of actual cost replacement. No person, including the homeowner, guests and children shall be permitted on the lot of another homeowner without that homeowner's consent.

3. Homeowners will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free park. Use, sale or giving of illegal drugs to others in this park is prohibited and is cause for immediate eviction. The Cooperative will notify the appropriate law enforcement authorities in case of any such behavior.

4. Any homeowner or occupant who will have any guests who will be visiting for a period of thirty (30) consecutive days or more shall notify the Board of Directors, in writing, of those individuals and the length of stay anticipated. The Board of Directors will request a criminal background check and may require said party to execute a lease agreement and/or acknowledgement of these rules, as amended (see Occupancy, Section XIV, Page 15).

5. 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 shall be permitted. Any other similar dangerous or hazardous activities are prohibited.

6. Homeowners, occupants and their guests shall conduct themselves in a reasonable quiet manner so as not to disturb others.

7. Noise levels shall be minimal after 10 P.M. and before 8 A.M. for the benefit of all residents.

8. Unloaded firearms may be carried by a licensed homeowner, occupant or guest from the home to their vehicle and to the perimeter of the park where hunting is allowed. Any violation of state or local firearm ordinances by a homeowner, occupant or guest or any police action against a homeowner may result in eviction from the park. Discharge of firearms, BB/pellet guns, archery equipment, paint ball guns, fireworks, and any other dangerous weapons such as, but not limited to, blowguns, slingshots, boomerangs or anything else that can be used as a weapon are strictly prohibited within the park. This is a life safety issue! The Cooperative will notify the appropriate law enforcement authorities in case of any such behavior.

9. Homeowners, occupants, and guests shall comply in every respect with the laws of the State of New Hampshire and Ordinances of the City/Town, including but not limited to all rules and regulations of the Health Office, Police Department and Fire Department.

10. Yard Sales will be allowed on the first weekend of each month from April to September from 9 A.M. to 3 P.M. All items must be moved from the site by nightfall on the day of the yard sale.

VII. SALE AND/OR REMOVAL OF MANUFACTURED HOME

A. Sale

1. Any homeowner wishing to sell or remove their home or demolish their home on site is required to give a thirty (30) day written notice of intent to the Board of Directors. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the Cooperative and the approval process for tenancy. The Cooperative may reserve the right to approve the buyer of the home as a tenant, but such approval may not be unreasonably withheld. The Board of Directors will provide one member applicant packet to the seller.

a) For sales of homes, the written notice to the Board of Directors shall contain:

- i) The agent's name, telephone number, and address;
- ii) The names, telephone number and address of any party having signed a Purchase and Sales Agreement.

- iii) Three references for the buyer from whom the Board of Directors can seek information concerning the behavior and the financial reliability of the buyer.
- b.) For sales of homes, prior to approval by the Board of Directors, the homeowner shall have paid in full all real estate taxes assessed against the home, all site rent and all other fees and assessments owed by the homeowner to the Cooperative.
- c.) The Board of Directors shall provide written notice to the prospective buyer, within 14 calendar days of receipt of the prospective buyer's completed application for tenancy, setting forth the reason for the Cooperative's refusal to approve or indicating the Cooperative's approval of the prospective buyer as a park tenant. If the prospective buyer is denied, the Cooperative shall, upon request of the homeowner, send a notice of the denial to the homeowner that does not disclose the reason therefor.

2. The homeowner shall permit the Board of Directors to inspect the home, including all structures appurtenant thereto, to determine whether or not the home is safe and sanitary and in conformance with aesthetic standards which will permit the home to remain in the park upon resale. Said inspection shall be made within ten (10) days of the Board of Directors' receipt of written notice as provided in paragraph 1 above.

3. The Board of Directors shall notify the homeowner of the results of the inspection, in writing, within four (4) days of the inspection, including a written list of all necessary repairs, modifications and changes. As a result of such inspection, the Board of Directors may require that certain repairs, modifications or changes be made by the homeowner to make the home safe, sanitary, and in compliance with aesthetic standards as a pre-condition to allowing the home to remain in the park upon resale.

4. Any buyer and his/her household shall meet the current rules and regulations of the park, as amended.

5. Any home sold in violation of these provisions including, but not limited to, a failure to make repairs shall be removed from the park. Prior to any sale, however, the Board of Directors may agree, in its sole discretion, to permit a buyer to make specified repairs following purchase of a home, in order to allow the home to remain.

B. Removal

1. All site rent, utilities and taxes shall be paid in full before demolishing, moving or selling manufactured home.

2. Homeowners shall give a thirty (30) day notice to the Board of Directors before vacating the site.

3. A copy of the permit to remove shall be given to the Board of Directors prior to removal.

4. The site is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass, holes from removal of trees or shrubs. The site must be left clean or a reasonable cleaning charge will be made and/or assessed against the Membership fee.

5. Any homeowner or towing company must have a town tax receipt and a letter from the Cooperative releasing a home before home can be removed from the site or park property.

6. For homes to be moved in:

a) The Board of Directors reserves the right to inspect and view any home before moving into the park. Any home, which does not meet the requirements of these rules, shall not be placed upon a site or moved onto park property.

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

VIII. PROHIBITED USES AND ACTIVITIES

A. Uses and Activities

1. The site is to be used only for private residential purposes by the legal homeowner of the home.

2. In addition to the requirements and prohibitions contained elsewhere in the rules, homeowners further agree not to use the home or the site in any manner that will increase the risks of or rate of insurance or cause cancellation of any insurance policy covering the park. No pools, including children's wading pools, or trampolines are allowed due to insurance restraints.

3. The soliciting or peddling of sales, goods, or services, within the park premises is prohibited. This rule shall not be construed to prevent any person or company from selling or delivering or otherwise supplying or servicing any homeowner with his or its goods or services, or make any charge or request any fee for such activities.

4. Tampering with park fuses, electric service connections, other utilities, buildings or land surrounding buildings is strictly forbidden. Please contact the Board of Directors in case of trouble.

5. There shall be no littering anywhere in the park, including homeowner's site.

6. Gas and charcoal grills are permitted, but permanent fireplaces, chiminea or barbecue pits are **not** permitted.

IX. SITE INSPECTIONS

Homeowners shall permit the Board of Directors, or its appointed employee, representative, or agent, to enter each site for the purpose of inspecting the site to insure compliance with these rules. Except in the case of an emergency, the homeowner shall be given forty eight (48) hours prior notice of such an inspection, and shall have the right to be present during the same. Any reasonable repairs or maintenance needed shall be submitted, in writing, by the Board of Directors to the homeowners and shall allow the homeowners a reasonable time to comply.

X. SITE FEES

1. All rents and additional charges set forth herein are due and payable on the first day of each month.

2. All rents postmarked after the fifth (5th) day of each month shall be subject to a twenty-five dollar (\$25.00) per month late fee.

3. There is a twenty-five dollar (\$25.00) fee for all returned checks for any reason. No re-deposits will be made.

XI. LIABILITY

1. The undersigned homeowner(s), in return for the Occupancy Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby covenant(s) and agree(s) to indemnify the Cooperative, its employees, representatives, board members, and agents, and save it harmless from any and all liability, loss or damage, including but not limited to, bodily injury, illness death or property damage, which the Cooperative becomes legally obligated to pay (including reasonable attorneys fees and costs) as a result of claims, demands, costs or judgments against the Cooperative and/or its employees, representatives, board members, and agents arising out of the Occupancy Agreement and the homeowner's or occupant's use of the site, the home or park property, caused by the negligence or intentional or grossly negligent fault of the homeowner or occupants, or the negligence of the Cooperative, and/or its employees, representatives, board members, and agents, whether such negligence or fault is sole, joint or several, including but not limited to, homeowner's failure to keep the home or site in repair, 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 home or site or park premises, or from any damage occasioned by falling trees or tree limbs (or the alleged failure to remove the same prior to or after falling), water, snow, ice coming through or being upon the home or site or park premises, or from any damage arising from the acts of neglect of other homeowners, occupants or guests or visitors in the park or for the interruption or resumption of any utility service. Homeowners shall pay for any expense, damage or repair occasioned by the 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 the Cooperative from any intentional or grossly negligent acts or omissions.

2. The Cooperative shall not be liable for any loss or damage suffered by its inability to deliver possession of the site at the beginning of the lease term. The Cooperative may, at its option, assign another site, if available, for homeowner's use. This refers to new sales only.

3. Except for gross negligence of the Cooperative, homeowners hereby release the Cooperative from any responsibility for any injuries or damages that may be caused by the reentering and taking of possession by the Cooperative under conditions of these rules and regulations.

4. Each homeowner shall maintain liability insurance covering loss, injury or death to persons or property while in the home or elsewhere on the site. Upon request, a homeowner shall furnish the Cooperative with a certificate evidencing said coverage.

XII. ADMINISTRATION

1. Enforcement of these rules shall be the responsibility of the Board of Directors. Violations known to any homeowner should be reported in writing to the Board of Directors and/or Grievance Committee.

2. In the event any legal action is commenced by the Cooperative to collect past due rent, to evict for any reason, or for any other reason, including but not limited to, the violation of these rules, the homeowner must pay all legal fees and costs incurred by the Cooperative. The homeowner will pay these fees and costs, even if the eviction is terminated or cancelled by the Cooperative, or the rule violation or other cause is terminated or abated. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by either the Cooperative or the homeowner. The legal fees and costs incurred by the Cooperative shall be considered additional rent for the site in question, and this additional rent shall be due and payable by the homeowner in accordance with these Park Rules.

3. Any breach of the aforementioned rules and regulations shall be construed as a breach of terms of the Occupancy Agreement, and may serve as possible grounds for eviction.

4. Whenever the permission or approval of Cooperative is required hereunder, said permission and approval shall be valid if given in writing.

XIII. NOTICE

1. Whenever any notice is required to be given or delivered under the provisions herein, or by law, said notice shall be in writing and shall be served upon the homeowner or Cooperative personally (by physically delivering it "in-hand" to the homeowner or any other adult occupant of the home in question, or to a member of the Board of Directors) or by certified mail, return receipt requested. Either party hereto may, by written notice served upon the other, change its mailing address.

XIV. OCCUPANCY

1. The homeowner's occupancy and use of the home, the site and the common facilities of the park shall be subject to all terms and conditions, rules and regulations stated herein. Homeowner acknowledges that they have read and hereby agree to all terms and conditions of the Cooperative's rules, regulations and covenants. Homeowners understand that any breach of the Occupancy Agreement or of these rules may subject the homeowner and occupants to liability for damages, including attorney's fees.

2. All homes are to be owner occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. Four (4) is the maximum number of individuals allowed per house, because of septic capacity.¹

3. The homeowner shall notify the Board of Directors if there is a change in the occupancy in his/her home. The Board of Directors will require a modification to the Occupancy Agreement to be signed by the deed holder(s). The new occupant, if over 18 years of age, will be required to have a sex offender registry check and criminal background check before final Board authorization is given.

4. The homeowner hereby acknowledges that he/she has inspected the site and found it safe and acceptable and will maintain the site in a safe condition. The homeowner agrees to allow the Board of Directors to enter and inspect the site 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 shall be made at reasonable times and inspections of the inside of a manufactured home shall be only with permission of the homeowner, except in the event of an emergency.

XV. TERMINATION OF OCCUPANCY/SEPARABILITY

A. In accordance with the time periods herein before set forth, homeowner's lease agreement shall terminate upon the occurrence of any of the following events, upon receipt of written notice from the Board of Directors and subject to any statutory conditions or limitations:

1. Non-payment of rent, additional rent, taxes, utility charges or reasonable incidental service charges or pass-through charges.

2. Any change in the ownership or principal occupants of a home or any rental or sub-lease of a home.

3. Violation of the Park Rules and Regulations or breach of any terms of the lease agreement.

¹ The law permits reasonable occupancy limits in order to: "promote the convenience, safety, or welfare of the tenants; make a fair distribution of services and facilities for general use by the tenants and preserves the landlords property from abusive use."

4. Creation of a health and safety nuisance.
5. Failure to comply with local ordinances or state or federal law regulations relating to manufactured homes or manufactured home parks.
6. Damage by the homeowner to the site, reasonable wear and tear accepted.
7. Repeated conduct by the homeowner, occupants or homeowner's guests upon the park premises that disturbs the peace and quiet of other homeowners in the park.
8. Any other permissible reason for eviction recognized by law.

B. Nothing contained in these rules and regulations is intended to be nor should be interpreted as being contrary to New Hampshire Revised Statutes Annotated Chapter 205-A.

XVI. WAIVER

The Cooperative retains the right, in its sole discretion, to waive, in writing, any one or more of these rules with respect to anyone or more homeowners. Waiver of any rule or right shall not be deemed a waiver of any other rule or right.

XVII. AMENDMENTS

The Cooperative members may make amendments to the rules at any time, and copies of such amendments shall be distributed to park residents. Such amendments shall become effective ninety (90) days after notice is given to park residents.

XVIII. SEVERABILITY

The invalidity or illegality of any section, sub-section, or provision of these rules and regulations shall not invalidate any other section or provision hereof which shall remain in full force and effect.

EMERALD ACRES COOPERATIVE RULES

Total 16 Pages – Approved on 06/26/07
 Revised with Attorney Recommendations October 2007

By the Membership of Emerald Acres Cooperative

Signed _____ Secretary of the Cooperative
 (Signature above with printed below)

