

**DEER MEADOW MHP, LLC
THE MEADOWS OF HOPKINTON, INC.**

The following Park Rules and Lease Agreement have been developed to create a pleasant community in which to live. We wish to provide quiet enjoyment to all residents who are cooperative and considerate of the privacy of the other residents. It is with this spirit that we set forth these Park Rules and Lease Agreement.

WEBSITE: WWW.THE2MEADOWS.COM

**Office Phone: 603-746-3600
Emergency Phone: 603-491-3342**

OFFICE HOURS

MONDAY-FRIDAY 9AM-5PM

SATURDAY 9AM-12 NOON

SUNDAY OFFICE IS CLOSED

24 HOUR EMERGENCY SERVICE

**LAND RENT CHECKS MAY BE DROPPED INTO STAINLESS
STEEL BOX LOCATED AT EACH MAIL STATION.
A STAMP IS NOT NEEDED FOR THIS LOCATION.**

OR

CHECKS MAY BE MAILED TO:

**THE MEADOWS OF HOPKINTON, INC.
DEER MEADOW MOBILE HOME PARK, LLC
114 FLINTLOCK RD.
CONTOOCCOOK, NH 03229**

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 NINETY (90) DAYS ADVANCE NOTICE OF THE CHANGE.

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

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

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

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

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED 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.

195:2 AMEND RSA 205-A:2, XI

I. BUILDING AND APPURTENANCES: MAINTENANCE

A. Homes:

1. All Homes shall be maintained in a safe and sanitary condition and free of insects, rodents, vermin pests and the like. Their exterior shall be clean, neat and properly painted at all times. Any change in the exterior color of a home or appurtenant structures including without limitation, additions, utility buildings, cabanas, porches, fences, steps and skirts must be approved in writing by the Park Owner. The Park Owner reserves the right to require reasonable repair, maintenance and improvements of any home.
2. Utility services including water, electricity, sewer and the like are to be property connected, insulated and protected before the homeowner takes occupancy.
3. Plumbing is to be kept in good condition and repair and leaks are to be repaired immediately. If a substantial water leak exists, the Park Owner reserves the right to shut off the water supply to a home whenever such action is deemed to be in the best interest of the Park.
 - a. Any costs incurred by the park for a leak in the water system caused by the resident will be charged to the homeowner; such as frozen pipes extending into the park water system.
4. If a Home is substantially damaged by fire, windstorm or other cause, the homeowner shall repair or remove the damaged home within reasonable time or the Park Owner may do so at the homeowner's expense. If the homeowner elects to repair his damaged home, such repairs shall begin as soon as practical after the damage has occurred. All loose damage and debris shall be removed immediately. Damage visible on the exterior of a home shall be repaired within fifteen (15) days from the date of damage. If the damage cannot be repaired within (15) days, the Park Owner may require that the home be removed from the Park for repair.

B. Additions:

1. An addition to a home, which addition may include, but is not limited to, any modification or change in the structure of walls, floors or roof of the home is permitted so long as such addition conforms to the local building code, is approved by the appropriate local authority and is authorized in writing by the Park Owner.
2. Construction materials shall be the same as those used in the construction of the Home.

3. The addition shall be of a design in harmony with the home which it serves, be constructed in a craftsman-like manner and be painted or stained to blend with the home. The addition shall be kept in good condition and repair at all times.

C. Utility Buildings: All utility buildings must be approved by Park Owner before purchasing or building. A town permit is required for all buildings.

1. One utility building for each home is permitted so long as such building conforms to the local building code, is approved by the appropriate local authority and meets the following specifications:
 - a. Such buildings shall not exceed exterior dimensions of 12'x12' or 144 square feet.
 - b. All roofs shall be pitched and shall not exceed 10' in height at the center and 8' at the sides.
 - c. Construction materials shall consist of:
 - i. Framing-Wood framed utility buildings
 - ii. Walls-exterior plywood covered with novelty siding, aluminum siding, vinyl siding, wood shingles or tongue and grooved boards.
 - iii. Roof-exterior plywood covered with asphalt or wood shingles. In no case will used lumber and tar paper be permitted for finished exterior surfaces.
 - iv. No metal buildings
 - v. No tarp garages
2. A utility building shall be of a design in harmony with the home which it serves, be constructed in a craftsman-like manner and be painted or stained to coordinate with the home. The building shall be kept in good condition and repair. No new or newly acquired utility buildings shall be larger than 12'x12' or 144 square feet. The Park Owner shall approve the location of the utility building on site prior to its construction.

D. Cabanas, Porches and Awnings:

A cabana or porch is permitted so long as it conforms to the local building code, is approved by the appropriate local authority and is authorized in writing by the Park Owner. A cabana or porch may be enclosed if written authorization is given by the Park Owner. Porch size must be approved by the Park Owner. An awning is permitted so long as it is manufactured and is designed to be compatible with the home, is sufficiently durable to withstand New Hampshire weather, and is

authorized in writing by the Park Owner. Cabanas, porches and awnings shall be kept in good condition and repair.

E. Patios, Terraces and Courtyards:

1. A patio, terrace or courtyard is permitted if it is constructed of patio blocks or other material which has received prior written permission from the Park Owner. Patio, terrace and courtyard shall be kept in good condition and repair.
2. Location of the courtyard prior to installation must be approved by Park management to ensure it does not interfere with the septic or water system.

F. Fences, Steps and Skirts:

1. Fences are permitted. Types of fences permitted must be chain link or something of equal quality and pre-approved by the Park Owner. All fencing shall be maintained in good repair at all times.
2. The homeowner shall maintain all steps and skirts in good condition and repair.
3. Steps to the homes, porches and patios shall be constructed of sturdy precast concrete or of attractive wooden, granite or aluminum materials. Concrete blocks are not allowed.
4. New skirting, or skirting being completely replaced, shall be of approved vinyl or pre-finished aluminum, installed vertically with a two-track system. All skirting shall be the same color and type on all four sides of the home.
 - a. All skirting must be entirely closed around the premises of the house. In the event the homeowner fails to comply with these requirements, the Park Owner may perform the work and bill the homeowner for materials and reasonable services rendered.

G. Maintenance of the Premises:

1. Lawns, Trees and Shrubbery
 - a. The Homeowner shall:
 - i. Keep grass mowed and free of weeds;
 - ii. The park owner is responsible to trim and maintain trees and shrubs in common areas when deemed necessary by the Park Owner.

- iii. The homeowner is responsible to maintain and remove trees on the building lot. Any damage from falling branches or debris is the responsibility of the homeowner.
 - 1. The trees are on the lot at the time of the house purchase. Any nuisance trees at that time should be removed prior to the purchase.
 - 2. Tree removal must be approved by management. The park owner reserves the right to request proof of insurance from the person/company removing the tree(s); without insurance the request will be denied. *LC 04/01/20*
- iv. Remove grass and weeds from around trees, shrubbery, and gardens;
- v. If a homeowner desires a garden in excess of 20'x70', he or she shall obtain prior written permission from the Park Owner.
- vi. Watering of lawns and washing of cars can only be done in accordance with the Lawn Watering Schedule below:

LAWN WATERING PROGRAM

DUE TO THE HIGH-VOLUME DEMAND ON THE WATER SYSTEM FOR LAWN WATERING, WE FEEL IT IS NECESSARY TO ESTABLISH A SCHEDULE FOR THIS PURPOSE. THE SCHEDULE WILL BE IN EFFECT MAY 1ST THROUGH OCTOBER 31ST. IT WILL BE ESTABLISHED AS PART OF THE PERMANENT RULES AND REGULATIONS OF THE PARKS.

THE SCHEDULE IS AS FOLLOWS:

- ❖ ODD NUMBERED LOTS MAY WATER TWO (2) HOURS PER DAY ON ODD NUMBERED CALENDAR DAYS.
- ❖ EVEN NUMBERED LOTS MAY WATER TWO (2) HOURS PER DAY ON EVEN NUMBERED CALENDAR DAYS.
- ❖ IT IS EXPECTED NO ONE WILL WATER ON A DAY FOLLOWING RAIN OR ON A DAY IN ANTICIPATION OF IMMINENT RAIN.
- ❖ WATERING SHALL BE DONE BEFORE 8:00 AM AND AFTER 8:00 PM
- ❖ HAND WATERING OF SHRUBS, GARDENS AND WASHING OF AUTOMOBILES ARE PERMITTED DURING THE DAY, WITHIN REASON.
- ❖ USE OF THE WATERING HOSE FOR ENTERTAINING CHILDREN MUST BE AVOIDED. PLEASE USE COMMON SENSE WHEN FILLING SMALL POOLS FOR THE CHILDREN.
- ❖ POOLS OVER 300 GALLONS MUST BE FILLED FROM AN OUTSIDE WATER SOURCE. DO NOT USE PARK WATER.

Updated September 1, 2005

- b. In the event that a homeowner fails to comply with these requirements, the Park Owner may perform the work and bill the homeowner for reasonable services rendered.

2. Driveways, Walks, Porches and Patios

- a. The homeowner shall keep the driveways, walks, porches and patios neat and in good condition and repair including repaving.
- b. The homeowner shall promptly remove ice and snow from driveways, walks, porches and patios. Homeowner shall not push or snow blow snow on or across the road.
- c. The homeowner shall keep driveway lights in good operating condition and repair at all times.
- d. The homeowner shall keep the porches and railings in good condition and repair and painted in harmony with the color of the home.

H. Rubbish and Junk:

- 1. Rubbish, trash and properly wrapped garbage are to be deposited only in appropriate closed receptacles which shall be covered at all times and kept in areas beside or behind the house in a neat and orderly fashion.
- 2. Trash containers shall be moved to the street for collection only on collection days. After the trash has been collected, the container shall be returned promptly to the designated areas.
- 3. Trash pickup days that fall on a holiday will be done on the previous day.
 - a. MEADOWS Trash Day: Friday
 - b. DEER MEADOW Trash Day: Friday
- 4. Abandoned, unused or rusting material or other types of junk shall not be permitted on the premises.
- 5. Recycling is not provided by the Park. Any recycling is up to the homeowner and must be brought to the transfer station by the homeowner.

I. Clotheslines and Reels:

- 1. Clotheslines are not permitted outside of homes.

2. Umbrella-type clothes reels are permitted upon written authorization of the Park Owner.

J. Mailboxes:

1. Newspaper and mailboxes (Meadows only) must meet the following requirements as suggested by the USPS:
 - a. Mailboxes must be placed 6 to 8 inches away from the curb; the slot or door must be 41 to 45 inches from the ground. Curbside mailbox posts should be buried less than 24 inches deep and made from wood no larger than 4 inches high by 4 inches wide.
 - b. Mailbox damage caused by snowplowing or maintenance is the responsibility of the homeowner to repair. Park management may refuse the replacement/repair expense if justified.

K. Procedure for Obtaining Authorization of Park Owner:

When written authorization of the Park Owner is required for the construction of any addition, cabana, porch, awning, patio, terrace or courtyard or a change in the exterior color of a home or appurtenant structures, the homeowner shall submit in writing to the Park Owner at the address set forth in Paragraph 1 of the Agreement, an application describing the proposed construction or change, including sufficiently detailed plans and specifications where appropriate. The Park Owner shall review such application and consider the appearance of the home, building, or other construction, the harmony of its design or color with regard to other structures in the Park and the suitability of its location. The Park Owner shall determine in its sole discretion whether or not to authorize such construction or change and shall respond in writing to the person seeking such authorization within fourteen (14) days of its receipt of the application. Any non-conforming construction or change authorized in writing by the Park Owner prior to the effective date of these Rules shall be exempt from the requirements of paragraph 1 so long as it is owned by the Homeowner and is kept in good condition and repair; provided, however, that in the event the home is offered for sale by the homeowner, the home shall be required to conform with the resale standards set forth in the within document.

L. RESTRICTIONS OF OCCUPANCY

The persons permitted to occupy the premises shall consist of the homeowner and three additional persons listed in the space provided on the application. Other additional persons may be permitted to occupy the premises if written authorization is given by the Park Owner, but in no case shall the total number of persons exceed four (4) permanently. A homeowner is permitted a reasonable number of guests, but any guest residing on the premises for more than thirty (30) consecutive days shall be considered an occupant and required to leave the premises unless written authorization is given by the Park Owner.

II. MOTOR VEHICLES: BOATS, TRAILERS AND CAMPERS

A. Passenger Vehicles

1. Only registered vehicles in good repair and condition shall be kept in the Park. A maximum of four (4) vehicles for each home is allowed.
2. Unregistered or junk vehicles shall not be permitted in the Park. Such vehicles shall be towed at the owner's expense.
3. ABSOLUTELY NO OIL CHANGES ANYWHERE ON THE PROPERTY. No repairs beyond ordinary maintenance shall be performed in the Park. There shall be no dumping of gasoline, oil or other hazardous materials on the property. This will be a serious violation due to the fact that our wells could be contaminated by such an act.
4. Damage to paved parking areas caused by leaking gas or oil from vehicles shall be the responsibility of the Homeowner.
5. Posted speed limits shall be obeyed by all vehicle operators.
 - a. Signed complaints of speeding given to Park management with the license plate and car model/color, will be given a written warning from management for the first complaint. Additional complaints will result in a \$50 fine for each complaint.
6. A penalty charge of \$100.00 shall be assessed for each month, or part thereof, that a violation of this paragraph is permitted by the homeowner to exist, including any occurring expenses by such a violation.

B. Commercial Vehicles

1. Commercial vehicles may be parked on site with prior written permission of the Park Owner. Any commercial vehicle having advertisement or lettering on its side shall only be permitted to be parked in the garage or in an area designated by the Park Owner.
2. Oversized commercial vehicles may not be parked on site for longer than 30 minutes; such as UPS, FedEx, Fuel delivery vehicles, etc.

C. Boats

1. Boats may be parked on site with prior written permission of the Park Owner and parked in the garage or in another designated area.

2. Permission will be given depending on the location of the lot, proximity of the neighbors and size of the boat. At no time shall the surrounding neighbors feel the boat parking is a hindrance to the general appearance of the neighborhood.

D. Trailers and Campers

1. Trailers and campers may be parked on site with prior written permission of the Park owner and parked in the garage or in another designated area.
2. Permission will be given depending on the location of the lot, proximity of the neighbors and size of the trailer/camper. At no time shall the surrounding neighbors feel the trailer/camper parking is a hindrance to the general appearance of the neighborhood.

E. Parking

1. Vehicles shall be parked only in driveways and inside garages.
 1. Driveways may be extended to accommodate additional vehicles at the expense of the homeowner. The area must be approved by park management. The additional parking space must be completed with pavement or hardpack. *LC 04/01/2020*
2. Vehicles parked overnight in the street or in other unauthorized places is not permitted and may be towed away at the homeowner's expense. Permission may be granted for some exceptions from the Park Management.
3. No parking permitted on the grass.

III. CHILDREN

- A. Children residing in a home shall be kept under control of the homeowner at all times and shall behave in a quiet, orderly manner.
- B. The conduct of visiting children shall be the responsibility of the homeowner.

IV. PETS

1. ~~A reasonable number of common household pets may be allowed with the prior written consent of the Park Owner.~~ Domestic pets are allowed in this park with restrictions. Placement of farm and wild animals on the property is not allowed. *LC 04/01/20*
 - a. A limit of two (2) dogs are allowed per home. *LC 04/01/20*
2. All dogs shall be kept on a leash and under control when not in the home. Residents may walk their dogs on a leash in the designated area but must carry

- a “pooper scooper” and dispose of any dog waste in the appropriate location. Dogs shall not be permitted to make unnecessary noise, create unnecessary disturbances, or relieve themselves anywhere other than on their owner’s lot. Any dog which creates a nuisance or disturbs the peace and quiet of the park shall, at the request of the Park Owner, be removed from the park. Dogs are not to be left outdoors unattended. A barking dog must be brought indoors immediately. *LC 04/01/20*
3. Management may prohibit certain dog breeds included below, but not limited to and any other dog with a history of aggressive behavior or biting; Pitbull, Rottweiler, German Shepard, Husky-type (includes Siberian), Malamute, Wolf-dog hybrid, Chow-Chow, Doberman. *LC 04/01/20*
 - a. A “service” or “emotional support” dog is subject to the above guidelines and rules. Park management can request documentation from a physician to confirm this claim. *LC 04/01/20*
 4. Residents who own dogs must carry Homeowner insurance for liability of dog bites. The minimum liability is \$300,000. The Park owner may ask for proof of this insurance. *LC 04/01/20*
 5. All dogs and cats shall have rabies certificates and vaccinations up to date. The Park Owner may ask for proof of these vaccinations at any time for any and all pets at the home.
 6. Cats must remain inside of the property house. Residents may walk their cats on a leash in the designated area but must carry a “pooper scooper” and dispose of any cat waste in the appropriate location. **Any cats found unattended outside will be brought to the local pet shelter for property owners to claim.** Cats shall not be permitted to make unnecessary noise and create unnecessary disturbance. Any cat which creates a nuisance or disturbs the peace and quiet of the park shall, at the request of the Park Owner, be removed from the Park.

V. **SIGNS**

A. Types:

1. No commercial signs of any type are permitted in the Park.
2. “For Sale” signs are permitted subject to the conditions set forth below:
3. Signs that are offensive to anyone will not be permitted. Offensive signs to be determined by the Park Owner.

B. “FOR SALE” SIGNS

1. One (1) "For Sale" sign of reasonable size (not to exceed two hundred sixteen (216) square inches) and quality, representing bona fide offers to sell a home, are permitted to be placed on or in a home.
2. The homeowner shall notify in writing the office of the Park Owner of his/her intent to place a "For Sale" sign on or in his/her home prior to doing so.
3. Such signs shall be posted only in windows or on the side of a home and in such a manner as not to unreasonably detract from the appearance of the Park.
4. "For Sale" signs shall be removed within twenty-four (24) hours of the time when the home is no longer for sale.
5. Real Estate Agency sign: A "For Sale" sign is allowed on the lawn.

VI. NOISE

A. Personal Conduct:

1. Residents of the Park and their guests shall conduct themselves in a reasonably quiet manner so as not to disturb others.
2. ~~Noise levels shall be reduced after 10:00 pm for the benefit of all residents.~~
Effective September 25, 2021 (90 days) Quiet time is from 8pm to 8am for the benefit of all residents. Residents shall refrain from yard work, lawn mowing, basketball, loud music, loud gatherings, etc. Please be considerate of your neighbors.
3. Homeowners shall be responsible for the conduct of their guests.
4. Residents of the park are allowed a reasonable number of parties, cookouts or gatherings, not to exceed two (2) per month unless authorized by the park Management. Too many gatherings in close succession have too much impact on our water supply and septic systems, which are designed for a four-person occupancy.

B. Vehicles

1. Vehicles of Park residents shall have properly maintained muffler systems.
2. Vehicle engines shall not be unnecessarily raced or gunned.
3. Roads are designed for vehicles to enter and leave the park. Roads are open for bicycling and walking for the residents and their guests. The roads are not to be used for any recreational vehicles other than entering or leaving the park.

C. Air Conditioning Equipment:

1. Air conditioning equipment shall not be run between the hours of 10:00 pm and 7:00 am if it causes an unreasonable disturbance to neighbors.

VII. SALE OF HOME BY HOMEOWNER

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

- A. The homeowner shall be in compliance with all obligations of the Agreement.
- B. The homeowner shall immediately notify the Park Owner in writing of his/her intention to sell his/her home. Use of "For Sale" signs shall be in accordance with those provisions set forth herein.
- C. Within ten (10) days of Park Owner's receipt of written notice as provided within this document the homeowner shall permit the Park Owner to inspect the home, including all structures appurtenant thereof, to determine whether or not the following Park standards will permit the home to remain in the Park upon resale.
 1. The home shall conform to the Rules, be in safe and sanitary condition and have an oil gun furnace, gas or electric heat. The following factors will be considered: exterior appearance, cleanliness, neatness, paint, windows and frames, doors, interior housekeeping and maintenance and other factors normally taken into consideration in appraising a mobile home. The appearance of the home must not be offensive. The home should not have any flaking paint, broken windows, unsightly awning, etc. The home must blend in with other homes in the neighborhood and be otherwise environmentally acceptable. The skirting shall be in good condition and repair and painted where necessary in a color harmonious with that of the home.
 2. Any addition or utility building shall conform to the Rules or be removed. Any addition or building permitted to remain shall be in good condition and repair and properly painted to blend in with the entire setting of the lot and the surrounding lots.
 3. Any porch, cabana or awning shall conform to the Rules or be removed. Any such porch, cabana or awning permitted to remain shall be in good condition and repair and properly painted to blend in with the entire setting of the lot and surrounding lots.
 4. Patios, terraces and courtyards shall conform to the Rules or be removed. Any such patio, terrace or courtyard permitted to remain shall be in good condition and repair.
 5. All steps shall conform to the Rules or be removed and new, approved steps installed. The safety of the steps and handrails, if any, shall be an important

consideration. Fences shall conform to the Rules or be removed. Any fences permitted to remain shall be in good condition or repair

6. Shrubs shall be trimmed, ringed and have crushed stone or wood chips or other acceptable materials placed around them for mulch. Lawns shall be properly mowed and trimmed, weeds shall be removed from around trees and shrubs. Driveways and walks shall be neat and in good condition and repair.
 7. All utility connections shall be carefully examined to determine that they are operating correctly. If they are not, appropriate modifications shall be made.
- D. The Park Owner may require, as a precondition to allowing the home to remain in the Park upon resale, that the homeowner repair, change or modify the home, any utility building, any addition or any other improvement which, in the opinion of the Park Owner, does not meet the resale standards set forth within this document.
- E. The Park Owner shall notify the Homeowner of the results of the inspection, in writing, within five (5) days of the inspection and shall furnish the homeowner with a list of all such necessary repairs, modifications and changes to be completed.
- F. The homeowner shall have any potential purchaser who wishes to have the home remain in the park after the sale, complete an application for occupancy, after a Purchase & Sales Agreement has been written and prior to the sale. The application to be furnished by the Park Management and be completed at the Park Office. The potential purchaser may call the office for an appointment and must comply with the following requirements.
1. You are required to supply Park Management with a current credit report. Park Management can deny a potential buyer with a credit report rating of 650 or below.
 2. In addition to the application and credit report, other requirements will be taken into consideration such as employment and income from other sources. All information will require verification.
 3. All other requirements of the Lease/Rental Agreement and Rules shall be complied with. The Park Owner shall either approve or disapprove the application and shall notify the applicant of its decision. If approved the applicant shall sign a Rental/Lease Agreement and pay any required advance rent or charges prior to taking occupancy of the home. In addition, any repairs, modifications or changes shall be completed to Park Owners satisfaction prior to occupancy.

4. SALE OF HOME FEE TO BUYER: The **purchaser(s)** of the home is/are subject to a \$45 application fee for processing of credit check, background check and referrals through SMARTMOVE. *Lease change effective 04/01/2019*
5. SEPTIC Pumping FOR THE NEW OWNER will be completed as soon as it can be scheduled; IT MAY BE ADDED TO THE YEARLY MAINTENANCE SCHEDULE. *Lease Change effective 04/01/2020*

VIII. TERMINATION AND EVICTION

A homeowner may be evicted from the Park by the Park Owner upon the occurrence of one or more of the following events:

- A. Nonpayment of rent. (30 days notice)
- B. Nonpayment of any tax assessed upon the home, including Town of Hopkinton property taxes. (30 days notice)
- C. Any assignment of this Agreement or any sublease of the premises by the homeowner or any change in the ownership of the home or its principal occupants. (60 days notice)
- D. Any failure to comply with any provision of the Rules, provided, however, that the homeowner is first given written notice of his failure to comply with the Rules and a reasonable opportunity, thereafter, to cure such failure. (60 days notice)
- E. Failure of the homeowner to comply with local ordinances or state or federal law or regulations relating to manufactured/mobile homes and manufactured/mobile home parks; provided that the homeowner is first given written notice of this failure to comply with said laws or regulations and a reasonable opportunity, thereafter, to cure such failure. (60 days notice)
- F. Damage by the homeowner to the park or the premises, reasonable wear and tear expected. (60 days notice)
- G. Repeated conduct of the homeowner within the Park which disturbs the peace and quiet of other homeowners. (60 days notice)
- H. Condemnation or change of use of the Park. (18 months notice)

IX. LIMITATION OF LIABILITY

The Park Owner shall not be liable with respect to any condition or event occurring or resulting by reason of severe weather conditions which are beyond the control of management or the Park Owner. The Park Owner shall not be liable for any damage or injury if such damage or injury is caused by the act of negligence of the homeowner or

any other person not within the reasonable control of the Park Owner, his agents or guests, the homeowner shall pay all expenses associated with the correction of the problem.

X. LEASE AGREEMENT

1. It is the responsibility of each homeowner to sign and return the lease agreement upon issuance. If it is not returned, it is assumed by the Park Owner that the Homeowner accepts and agrees to the rules and any changes to the Lease and/or Rules & Regulations.
2. It is the responsibility of the homeowner to complete a resident information sheet if there is an extended visitor or roommate at the home. It is necessary for management to be aware who is living at the residence.

XI. DEED

The Park Owner will sign the deed transferring title to the manufactured housing to you upon your signing the Rental/Lease Agreement. The signing of the deed by the park Owner is required by New Hampshire Law; however, the consent by the Owner gives you no interest in the real estate upon which the home will be located.

XII. ENFORCEMENT

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

The homeowner shall also pay any penalty assessed for a violation of any provision of the Rules. Minimum \$100.00 per month penalty for any infraction of rules starting thirty (30) days after notification in writing. If any infraction is ongoing the assessment of \$100.00 per month or any portion, thereof, if infraction continues.

XIII. WAIVER

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

XIV. AMENDMENTS

Amendments to these Rules may be made at any time by the Park Owner 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.

06/25/21

~~Noise levels shall be reduced after 10:00 pm for the benefit of all residents.~~
Effective September 25, 2021 (90 days) Quiet time is from 8pm to 8am for the benefit of all residents. Residents shall refrain from yard work, lawn mowing, basketball, loud music, loud gatherings, etc. Please be considerate of your neighbors.