

PINE GARDENS MOBILE HOME PARK RULES

603-267-8182

UPDATED AND EFFECTIVE AS OF JULY 22, 2019.

The following rules have been developed to create a pleasant community in which to live. We wish to ensure quiet enjoyment for all homeowners who are cooperative and considerate of the peace, privacy and property of both the park owners and homeowners. It is in this spirit that we set forth these rules.

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 THIS PARK TO BE REASONABLE. NO RULE OR REGULATION MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGE, FOLLOW THE RULES AND REGULATIONS OF THE PARK INCLUDING APPLICABLE LOCAL, STATE AND FEDERAL LAWS, DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NON-PAYMENT OF RENT BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE IN ARREARS IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES AND REGULATIONS, 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 WISHES TO EVICT YOU, IT MUST GIVE YOU A 60 DAY ADVANCE NOTICE EXCEPT IF YOU ARE BEHIND IN YOUR RENT PAYMENTS IN WHICH CASE ONLY A 30 DAY 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 DIVISION OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.

1. COMPLIANCE WITH PARK RULES

The homeowner agrees to comply with the rules set forth herein and all other local, state or federal ordinances, rules, regulations and laws relating to mobile/manufactured homes and parks. The homeowner further agrees to correct any violation of such rules, ordinances, regulations and laws upon written notification by the park. Ongoing violations of such rules, ordinances, regulations and laws shall be grounds for eviction.

2. PROTECTION OF COMMUNITY RESIDENTS

Remember, only if each individual resident observes these rules can we maintain the quiet and enjoyable atmosphere that they are designed to ensure.

Residents of the park and their guests shall conduct themselves in a reasonably quiet and respectful manner so as not to disturb others. Excessive noise and loud parties that disturb the peace and tranquility of other residents are not allowed. Homeowners shall be held responsible for any damage caused or created by them, any member of their household or guest, or to any property in the community.

All outside lighting shall be such as not to unreasonably disrupt other residents.

3. TYPE OF PARK

Pine Gardens Manufactured Home Park is a family park that allows children and adults of all ages. Homes are for residential purposes only. No resident may operate a business out of his or her home.

4. OCCUPANCY OF THE HOME

The persons permitted to occupy the premises shall consist of the homeowners and the additional persons whose names are registered and listed on the RENTAL TERMS Signature page of these park rules. In NO CASE, however, shall the total number of people in the home, including children, exceed two adults for the unit's master bedroom (according to manufactured home's floor plan) and either two minor (i.e. less than 18 years of age) children or one adult per each additional bedroom. No authorization is required for additional children born to the homeowner.

5. GUESTS

Homeowner shall obtain prior permission for long-term overnight guests. Any person residing on the premises for more than thirty (30) days shall be considered an unauthorized occupant of the home and will be required to leave the premises unless such occupant completes the application process to

become an authorized park tenant. Pine Gardens reserves the right to deny any such application for good cause in its reasonable discretion. Homeowners are responsible for their guests complying with all park rules.

6. CHILDREN

Like all park residents and guests, children are expected to be respectful of other residents. Homeowners are responsible for supervising their children, and the children of their guests, at all times and must also be available at home should concerns arise regarding any children under their supervision. Children under the age of 16 may not be left home alone without a responsible adult. Children may play on the grass area adjacent to the visitor parking area. For their safety, children may not play in the roadway, on unoccupied lots, or in restricted areas within the park. Children may ride bikes along the side of the roadway so long as they are supervised by an adult and do not disrupt traffic flow. No skateboards or scooters are allowed in the roadway.

While occasional babysitting for friends and family is permitted, no resident shall be permitted to conduct any type of day care or other babysitting business within the Park.

Homeowners shall be responsible for any damage caused by all children living in their home, visiting or in the care of the homeowner and shall reimburse for any losses of park property or property of other homeowners occasioned by said child or children. No persons, including the homeowner, guests or children shall be permitted on the lot of another homeowner without the homeowner's consent.

7. PLAY EQUIPMENT

No skating rinks, swimming pools, or trampolines are allowed on lots. Small "kiddie" pools that are no larger than 5 feet in diameter and 8" deep are allowed so long as they are dumped out after use. All playground equipment must be preapproved by park management. Pine Gardens management will approve playground equipment so long as it is in a reasonably good state of repair and does not appear dilapidated or present a danger to any user, and the homeowner's lot can accommodate the equipment such that it will not encroach on any lot line or interfere with Park infrastructure. As a precondition to approval, the homeowner must provide a certificate demonstrating that the homeowner has in place a policy of liability insurance. Pine Gardens reserves the right to request certificates for subsequent years to ensure that such insurance remains in place so long as the play equipment remains on the lot. In the event any play equipment becomes dilapidated or unsafe or otherwise in a poor condition or state of repair, Pine Gardens management reserves the right to require that such equipment be repaired or removed. Sandboxes are allowed with prior approval so long as they have a bottom and sides to contain the sand within the confines of the sandbox. It shall be the homeowner's responsibility to ensure that any play or recreational equipment on their lot is compliant with all Town rules and ordinances.

8. SET-UP OF HOME

The set-up of the home must be done by a professional home service company or licensed contractor following the guidelines described on the Town and/or State home set-up regulation forms. The site shall be inspected by the park owners after services are connected.

Hitches must be removed from all homes and stored out of sight.

All homes must be skirted within thirty (30) days with the proper materials (see paragraph on skirting).

All fuel tanks must be in compliance with the current Safe Tank Standards in accordance with the State of New Hampshire rules and local town ordinances. Homeowner needs to contact their fuel supplier for the current guidelines and follow their instructions. All oil tanks, piping, supply lines, fittings, connections, shut off valves, or any part of the fuel storage or supply systems will be the property of and responsibility of the Homeowner. The homeowner is responsible for the placement of the fuel storage tank and must contact the park for its proper positioning. Any fuel or oil spills, are the responsibility of the homeowner who must also provide proof that their suppliers are insured for spillage or the suppliers will not be allowed in the park.

The homeowner is responsible for the placement of the electrical wiring from the meter box to the home and for other connections to in-Park utility service. The homeowner is also responsible for the underground placement of television cable, telephone cable or any other cable or wiring entering the home. The homeowner is responsible for maintenance, repair or replacement of all underground utility cables, piping, lines or conduits which are damaged as the result of homeowner's use and occupancy of their unit or otherwise due to the actions, inactions, neglect or negligence of the homeowner.

9. SKIRTING

All homes shall be skirted within thirty (30) days. The skirting shall consist of an approved vinyl, fiberglass or pre-finished aluminum and must be of a color harmonious with that of the home. Skirting must be maintained in good repair at all times.

10. CONDITION OF PREMISES/INSPECTIONS

The homeowner agrees to maintain the premises in a safe and sanitary condition. The homeowner further agrees to allow Park Management, or its representatives, to enter onto and inspect the premises if necessary to address or repair an emergent situation that threatens the health, well-being or safety of any park resident or that threatens to cause significant damage to property.

11. HOME AND BUILDING MAINTENANCE

- A. All homes shall be maintained in good condition and state of repair at all times. Park Management may require the homeowner to perform improvements to the home or make repairs or maintenance to the home or premises where necessary to ensure that: the home remains in a good state of repair in compliance with these park rules; all plumbing connections are functioning properly and in a sanitary condition; all electrical connections are safe and secure; the home does not fall into a dilapidated state; the home's premises does not become excessively cluttered; the home's lawn and grounds is well-maintained; and the home remains accessible to fire and emergency personnel. Chronic failure on the part of homeowner to comply with these requirements will constitute grounds for eviction from the park.
- B. All homes must be and remain mobile and capable of transport.
- C. No changes or construction to the exterior of a home, other buildings, or other changes in the park grounds shall be made without prior written consent of Park Management, which consent will not normally be withheld so long as any proposed work will be in accordance with these rules, of sufficient quality, performed by qualified personnel, will enhance the home or lot's functional and aesthetic value, and will not create an eyesore or otherwise interfere or unreasonably disrupt other park residents' use and enjoyment of their premises. In advance of any such work, Contractors shall submit a description with regard to harmony of exterior architectural design, style, attractiveness, materials and location in relation to the subject site and surrounding structures to the park owner. Contractors shall also submit proof of insurance to Park Management in advance of performing any work.
- D. Plumbing and electrical wiring are to be kept in good repair, in accordance with applicable codes. Plumbing leaks and electrical problems in or under a home are to be repaired immediately by a licensed contractor. The park reserves the right, without notice, to temporarily shut off the water supply to a home or area of the park if a water leak exists or whenever such action is deemed to be necessary to prevent any threat to person or property or where it will result in excessive water utilization, it being understood that the Park's water is supplied by a well and excessive utilization can draw down the well so as to disrupt water availability to other park residents. Neither the Park Owner nor Park Management shall be liable for any damage or inconvenience to a manufactured home or its contents due to an interruption or resumption of water or any other utility.
- E. Homeowners shall be responsible for repairs to all services from service boxes to the homeowners unit including under a manufactured home. In the case of water and sewer, homeowners shall be responsible for all fixtures, maintenance, repairs and connections in the home and beneath the home until they connect with the Park's water and sewer systems. All resident water pipes and connections shall be frost proofed by a licensed contractor. The Park shall be responsible for maintenance and repair to its water and sewer system infrastructure. Provided, however, that if any damage or repair to the Park's water and sewer system is caused by the actions of a homeowner (or other occupant or guest in the home), then the Park may

charge the homeowner for the costs of repair or, at the option of Park Management, at the rate of \$40 per person-hour for all work performed by Park personnel and equipment.

- G. In the case of damage to any home caused by fire, weather, or other cause, the following shall apply. To the extent possible, the homeowner shall promptly make necessary repairs to return the home to a habitable condition and reasonable state of repair. However, if the damage to the home is such that it is not capable of repair or if the homeowner elects not to perform the repairs for any reason, then the homeowner shall promptly cause the home to be removed from the Park, along with all associated debris.
- H. With the prior written permission of Park Management, homeowners may have one free-standing storage building on their lot. It shall be no larger than 10 feet by 10 feet square and eight (8) feet high. The location of the storage building must be such that it is situated completely on homeowners' lot and does not interfere with any park infrastructure. It shall be kept in good state of maintenance and repair at all times. If it shall ever fall out of a good state of maintenance and repair, Park Management may require the homeowner to either conduct necessary repairs or remove the structure at homeowner's expense. Homeowners shall comply with the Town of Belmont regulations regarding permits required for the construction of such storage facilities. The following building requirement shall be followed:
- It shall be constructed by a qualified builder, using quality materials
 - Exterior walls are to be covered with the same siding material to harmonize with the home
 - Roofing shall be covered with the same roofing material to harmonize with the home
 - Exterior finish, walls and roofing shall be completed within 30 days from signed permit
- I. In addition, with the prior written permission of Park Management, homeowners may place a small storage unit (such as a small plastic/rubber enclosure) adjacent to the home or a shed, if any. The location of the unit must also be approved by Park Management in advance.

12. LOT & LOT MAINTENANCE

- A. The homeowner shall keep the lot clean and orderly at all times, free from clutter and debris. Lawns and landscaping must be maintained by the homeowner. Lots must have a well-kept appearance. In the event the park owner determines that the homeowner is not properly caring for the lot then a written notice shall be presented to the homeowner to that effect. If the problem is not corrected, then Park Management may, at its option, conduct the necessary maintenance and charge homeowner for the expense of doing so or, if Park personnel perform the work, at the rate of \$40 per person hour. If the situation persists, Park Management may, upon notice to the homeowner, assume responsibility for lawn mowing and trimming at a flat rate of \$100 per month during the months of April through October.
- B. Homeowner shall not keep or store excessive articles of property or tools outside of the home, utility building or garage, except that limited items such as a lawn mower and/or snow blower,

may be kept outside so long as they are stored in a neat and orderly fashion. The goal of this section is to prevent homes from becoming cluttered and aesthetically offensive to other homeowners or Park Management. Outdoor furniture, umbrella-type clotheslines and barbecue equipment are permitted to be kept outside of buildings so long as they are maintained in an attractive and neat condition.

- C. Due to the fact each site contains underground wiring, gas lines, water and sewer lines, residents are prohibited from installing any pegs, posts, shrubbery, trees, plants or anything below ground surface level without written permission from Park Management. All shrubs, plants and trees installed by the residents shall become park fixtures and shall not be thereafter removed by the homeowner. Fencing of any type other than that which may be installed by Park Management shall not be permitted in the park.
- D. There will be no outside antennas: satellite, TV, CB, HAM, etc. without the prior written permission of Park Management. Small satellite dishes attached to the home are permitted.
- E. No changes, alterations, or additions to the lot, including but not limited to block walls, shall be made by the resident without prior written consent of Park Management. Removal or cutting of any part of any trees or shrubs is strictly prohibited without prior consent Park Management.
- F. Driveways, walks, porches, patios, steps and railings shall be kept neat, in good repair, and painted in harmony with the home.
- G. Homeowners shall remove ice and snow from driveways, walks, porches, patios and steps. If they shall fail to do so, Park Management may, at its option, perform the necessary snow and ice removal and charge homeowner for the expense of doing so at the rate of \$40 per person-hour for all work performed by Park personnel and equipment
- H. Vegetable gardens are permitted with written permission from Park Management. They may be no larger than 10 feet long by 10 ten feet wide , must be in raised beds only and their placement must be preapproved by Park Management. Rototilling is not permitted on the lots.
- J. Firewood must be neatly stacked in a location that is approved by Park Management. No more than 2 cord of wood is allowed at any one time. Wood splitting or cutting of firewood shall not be permitted on the lot.
- K. Guests of any home must stay in the home and may not stay in a car, tent, camper, or RV.
- L. Abandoned, unused or rusting materials, junk, piles of lumber or similar items shall not be permitted on the site.
- M. Temporary use of canopies, awnings, tents or screen houses may be permitted with prior approval of Park Management.

13. SALE OF HOME BY HOMEOWNER

The homeowner shall have the right to sell the home under the following conditions:

- A. The homeowner shall notify the park owner, in writing, of the intent to sell at least thirty (30) days prior to placement of a "FOR SALE" sign.
- B. If the homeowner or buyer wishes to have the home remain in the park following sale, Park Management requires a pre-sale inspection of the home and premises by a licensed inspector hired by the Park. The expense of the inspection is to be paid by the homeowner in advance. The seller, at the time of giving written notice of intent to sell, may request to defer inspection until such time as a prospective buyer is located, otherwise the pre-sale inspection shall be done within 14 calendar days of receiving written notification from the tenant that he or she is going to attempt to sell his or her home in place. The homeowner must be available for the home inspection and shall allow a Park representative to be present at the time of inspection. The purpose of the inspection is to ensure that the home, premises, outbuilding and all fixtures, utilities, and systems, are in a good and reasonable state of maintenance and repair and in a safe and sanitary condition, suitable for occupancy, and in conformance with applicable laws, rules, codes and ordinances.
- C. As a condition for permitting the home to remain in the park after the sale, Park Management may require the homeowner to repair the home, premises or outbuilding to the extent that it does not pass the home inspection. Once any required repairs are performed, subsequent inspections will be required until all required repairs are made.
- D. Prospective buyers of a home, or prospective new park tenants, who wish to remain in the Park must submit a completed application, provided by Park Management, and in the case of a prospective buyer a three month retainer in CASH and current Criminal background reports must be provided. Current Criminal background reports and credit checks will be required for all prospective park residents. In order for a prospective park resident to be eligible for admission to the park, at least one financially responsible party must have a credit rating of 700 or above. In advance of admission, the prospective resident must agree to comply with all the requirements set forth in the park rules. Park Management shall approve or disapprove the application within fourteen (14) days of receipt of a completed application and shall notify the applicant of the decision. Said approval will not be unreasonably withheld by Park Management. All buyers and/or new park tenants shall be required to sign a copy of the then current park rules as a condition of their occupancy in the park.
- E. The three month retainer will be used to cover costs associated with the application and inspection process, and includes the following items: \$125 application fee, which is inclusive of the credit check and customary expenses and tasks; the cost of the home inspection (if not previously performed); the cost of follow up inspections (if necessary); and other costs and

expenses that may arise during the process. In the case of a prospective new tenant, an application fee of \$125.00 in cash and current criminal background reports must be provided. In addition, if the Park is required to address some type of extraordinary item to allow the inspection to proceed, such as blocking up a unit, or turning off water, or helping the inspector with unusual access issues, then there will be a charge of \$40 per person-hour for park personnel time and equipment. In the end, a full accounting of the funds is given and any unused funds returned.

14. REPLACEMENT OF HOMES

All homeowners replacing their homes must give thirty (30) days notice to the park and must get all state, local and park approvals. All relocation of waterline and sewage is to be done by the Park at the homeowner's expense. Electrical services shall be replaced by a licensed electrician at the homeowner's expense. The new home shall be placed on a cement slab at the homeowner's expense. [Please see the management for details.]

15. REMOVAL OF HOME FROM PARK

Homeowners shall give a thirty (30) day notice to the park owner before vacating the site. Failure to give such notice will obligate the homeowner for an additional month's rent. All homeowners removing their home from the park shall pay all amounts due and owing to the Park by cash before leaving. This includes rent, other authorized charges and all services rendered in connection with the home's removal. All permits for removing the home are to be approved by the park owner for verification before leaving the park. A damage deposit of five hundred dollars (\$500.00) by cash will be paid before a home is prepared to be moved out. The money will be returned after twenty-four (24) hours of the lot being vacated if there are no damages and the lot is left in a neat and clean condition.

Homeowners are responsible for all damages done to the home or the park while moving.

All movers are required to supply copies of proof of insurance to Park Management before commencing the removal process.

16. CLOTHES LINES AND REELS

Only umbrella type clotheslines are permitted and shall be placed in an inconspicuous place on the lot. Contact the office for placement detail.

17. MOTOR VEHICLES

The following rules shall apply to motor vehicles within the park:

- a. The maximum speed limit for all vehicles on park roads shall be ten (10) MPH, weather permitting. All vehicles in the Park (residents and their guests) must be maintained and operated in a responsible manner. No speeding, squealing of tires, or joyriding. Excessive noise is not permitted (loud radios, loud mufflers, etc.)

- b. All roads are private roads for the use of residents and their invitees, and management only.
- c. The visitor parking area by the office is for visitors, guests, office customers and Pine Gardens management and employees only. It is not intended to be a regular parking area for homeowners and their household members. If a homeowner has any special parking needs or requests, they are encouraged to contact Pine Gardens management in advance.
- d. Uninspected, unregistered, non-roadworthy, damaged or junk vehicles shall not be permitted in the park. Such vehicles shall be towed away at the tenants or vehicle owner's expense.
- e. There shall be no vehicle repair work or vehicle maintenance done within the park.
- f. Damage to paved driveways, roadways or parking areas shall be the responsibility of the homeowner who caused the damage or whose guest or visitor caused the damage. All repairs to driveways shall be approved by the park management in advance. If any vehicle in the park is found to be leaking oil, gasoline or other fluid, the vehicle must be removed from the park so as to avoid damage to park property or groundwater. If such a vehicle is not promptly moved when requested by park management, park management may cause such vehicle to be towed at the expense of the homeowner and/or vehicle owner.
- g. No commercial vehicles, campers, trailers, boats, utility trailers, etc. are permitted to be kept in the park without prior written permission.
- h. All guests operating a motor vehicle inside the park shall comply with all park rules. Homeowners are responsible for their guests complying with all park rules.
- i. All vehicles of homeowners and household members shall be registered with the park office. You must supply the office with current registration copies for all vehicles from your household. Copies will be kept on file.
- j. Each lot shall be permitted to keep two (2) motor vehicles in their driveway. The following shall apply to all vehicles parked in the driveway:
 - i. All tires will remain on pavement at all times and do not infringe on non-paved areas (this causes damage to both the edges of pavement and to lawns or other grassy areas); and
 - ii. All vehicles are parked such that no bumpers or other parts of any vehicle come within three feet of the edge of park roads (this is necessary to ensure that park roads remain passable and unobstructed and that there is no unreasonable interference with the ability of the Park to conduct plowing or maintenance of park roads or to move homes within the park or to otherwise conduct Park business).
 - iii. A resident may request to keep additional motor vehicles in their driveway or in a pre-existing garage if their driveway or garage is able to reasonably accommodate additional vehicles. Such request must be in writing and must identify the make, model, year and color of the additional vehicles. Permission to keep additional vehicles will not be unreasonably withheld so long as the lot's paved driveway area is able to reasonably accommodate the additional vehicles without causing or threatening to cause unreasonable damage or wear and tear to pavement or lawns. In general, additional vehicles will only be permitted if:
 - i. All vehicles will remain in compliance with the requirements of Sections j.i. and j.ii. above.
 - ii. When all vehicles are parked in the driveway, persons may reasonably and comfortably walk between vehicles, open vehicle doors, and access their vehicles while remaining on

- the pavement. In other words, vehicles may not be “packed” into paved areas where the areas do not reasonably accommodate them.
- iii. Evaluation of whether the requirements of k.i. and k.ii. above are satisfied will be made on a case by case basis by Park Management in consideration of the size of the resident’s vehicles and the size of their garage and/or paved driveway areas.
 - iv. Except where driveways and/or garages reasonably accommodate their vehicles, residents are not permitted to keep additional vehicles in the park. Residents are not permitted to park additional vehicles in the visitor parking area. These spaces are for park visitors, office customers and Pine Gardens management and employees only.
- k. Enlargement of Driveway. If the lot is large enough a resident may seek permission to enlarge their paved driveway (to accommodate no more than 4 vehicles in) using asphalt paving at their own expense, by submitting a written application that includes:
- a) The name and address of the contractor by whom the work is to be performed along with an identification of at least three similar projects that the contractor has performed in the previous 12 months (this is to ensure that the contractor is qualified to perform the work);
 - b) A complete design or description of the work to be performed, materials to be used, and contract price;
 - c) A timetable for construction.
 - d) A copy of all documents and application materials submitted to the Town of Belmont, New Hampshire and any permits given by the Town.

The park will generally permit the requested work to be performed so long as all of the following conditions are satisfied:

- i. The park is reasonably satisfied that the contractor is qualified to perform the work;
- ii. All requirements of the Town of Belmont have been satisfied and, where required, a building permit has been issued;
- iii. The resident and the contractor agree to hold the park harmless from any claims or damages of any type or kind arising out of or in relation to the work to include, without limitation, claims arising out of: claimed defective work; claimed violations of the building permit or Town regulations; injuries to any person or property; claims of compensation for unpaid work (this shall specifically require the contractor to waive any claim of lien against park property on account of unpaid work);
- iv. The contractor provides a current certificate demonstrating the existence of general liability insurance with limits of at least \$1 million per occurrence;
- v. The proposed work is of a reasonable quality using quality construction materials and will have a single “top coat” to eliminate seams where pavement is likely to crack and/or weeds are likely to grow;
- vi. The proposed work will not be aesthetically offensive to other park residents;

- vii. The proposed work will not unreasonably interfere with the rights of other park residents nor with any park infrastructure (i.e. water and sewer lines) nor with park operations (i.e. access to water and sewer lines);
 - viii. All work is completed in a timely manner in accordance with the submitted construction schedule;
 - ix. All work is completed and performed safely, between 9AM and 5PM, and in a manner that does not unreasonably interfere with park operations or unreasonably disturb park residents;
 - x. All work is performed at the resident's sole expense;
 - xi. Once completed, all work shall be maintained by the resident at the resident's sole expense;
 - xii. All paving work performed shall remain as a permanent fixture on the lot and may not be removed when the resident leaves the park;
 - xiii. Park personnel shall be informed at least 24 hours in advance of work being started and shall be granted access to the lot during and upon completion of construction so that work may be inspected.
- i. Visitor Parking. Visitors to any park resident may park in the resident's driveway so long as the driveway reasonably accommodates the vehicle in accordance with the requirements and principles outlined in sections 17.j. and 17.k. above are satisfied. During daylight hours and unless otherwise prohibited by Section 18 below, visitors may park along park roads so long as they are safely off to the roadside, vehicle tires are kept on the pavement, and the vehicle does not interfere with park road traffic or maintenance. During night time hours, there is no parking along park roads but instead must be parked either in the resident's driveway (where the driveway reasonably accommodates) or in the park's designated visitor parking areas. Under circumstances where a vehicle is parked so as to interfere with park road traffic or maintenance or is parked along park roads during nighttime hours, the vehicle may be towed by Park Management at the homeowner's or vehicle owner's expense. It shall be the responsibility of the park resident who the visitor is visiting to ensure that any such vehicle is promptly removed when reasonably requested by a park employee. With prior permission of the park management, and where there exists a vacant lot within the park, visitors may also temporarily park in a vacant lot driveway, including during overnight hours. This permission may be immediately revoked where park operations reasonably require.
- m. Owners of vehicles parked in the road must be and remain available so that park employees may inform them when the vehicle requires removal. If the owner is not available, then such vehicles may be towed at the homeowner's or vehicle owner's expense. There shall be no on street parking during overnight hours without prior written permission, which will only be granted in an emergency or when the health and well-being of a resident reasonably requires.

18. SNOW REMOVAL

There shall be no on-street parking during periods of snow, drifting snow, freezing rain, snow removal or ice treatment. Any vehicles parked in Pine Garden's road ways must be removed when requested. If

such vehicles are not removed, or if the vehicle owner is not available to remove the vehicle, then the vehicle will be towed at the vehicle owner's expense and may be charged against the responsible homeowner. In the case of a park guest or other occupant of a home, the responsible homeowner shall be the owner of the home who the guest was in the Park to visit or in whose home the occupant resides. Homeowner's maintaining their own driveways must take care not to plow or damage grass areas or park property or infrastructure (such as water shutoffs) during snow removal.

19. RIGHT OF WAY

On all Pine Gardens roads, plows or other maintenance equipment shall have the "Right Of Way". Drivers of other vehicles shall yield to such plows or maintenance equipment and move safely off to the side of the road so as to allow them to safely pass. Plows will reach the edge of the roadway and will throw snow several feet off of the roadway. For their safety, during snow removal, Park residents, and their vehicles, must stay clear of snow removal equipment and the edge of the roadway.

20. ACCESS TO COMMON AREAS

Homeowners and their guests are permitted to use the grass areas adjacent to the visitor parking area for picnics, games, and other recreational purposes during daylight hours so long as other park residents are not unreasonably disturbed and all items of property or trash are removed when such use is completed. Homeowners and their guests are not permitted infringe upon the lots of other residents without permission of the affected resident, and are not permitted to use or restricted areas within the Park which are used by Park Management for maintenance, storage, or other similar purposes without prior written permission of the Park.

21. TRAILERS - SNOWMOBILES – OFF ROAD VEHICLES

There shall be no off-road vehicles—including but not limited to mini-bikes, dirt bikes, ATV's, and snowmobiles—operating in the park at any time.

In order to maintain the attractiveness of the park there shall be no plows, campers, Class A's, Class B's, Tag-a-long's, etc., snowmobiles, ATV's, off-road vehicles, or any type of trailers kept on a resident's lot without prior written permission of Park Management and only where the lot reasonably accommodates them. Where capacity allows, Park Management may offer homeowners the opportunity to store such vehicles in a designated storage area within the park.

22. PETS

No more than two (2) domestic pets per home are allowed. Dogs are not permitted in the park unless prior written permission is given by Park Management who will consider such request in accordance with policies established by the park. No commercial or farm animals (including without limitation chickens, pigs, sheep, cows, or horses) are permitted under any circumstances. Home-based pets (such as fish, cats, or the like) are permitted. Homeowners are strictly responsible for caring and controlling such pets and solely responsible for any damage or disturbance that they may cause.

23. SIGNS

No commercial sign of any type is allowed in the park, including, but not limited to "YARD SALE", or "AUCTION" type signs.

"FOR SALE" signs are permitted subject to the conditions below:

- No more than two (2) painted or printed "FOR SALE" signs of reasonable size. Reasonable size is not to exceed 216 square inches or less in size and which contains no more than the words "FOR SALE" along with the name, address and telephone number of the seller, agent or representatives. [See: RSA 205-A: 2, II (a)]
- Such signs shall be posted only on or in the home in such a manner as not to detract from the appearance of the park.
- All "FOR SALE" signs shall be registered with Park Management.
- All "FOR SALE" signs shall be removed within twenty-four (24) hours from the time when a home is no longer offered for sale.

24. TRASH AND GARBAGE

Homeowner trash and rubbish must be kept at all times in secure, covered containers, which are kept out of view of passersby, except on trash collection day. There is a limit of four 30-gallon trash bags that can be placed curbside at each home each week. Homeowners are solely responsible for ensuring that their trash is properly kept. In the event it is not, or if trash becomes strewn about the premises by any cause, the Homeowner must immediately pick it up. If the Homeowner does not do so, then the Park may do so and charge the Homeowner \$40 per person-hour for Park personnel time in so doing.

Trash and garbage pickup day is on Fridays. Trash containers shall not be moved to the street for collection until 12 hours prior to normal collection time and the containers are to be removed from the street within twelve (12) hours after collection. All plastic bags must be properly secured and tied.

On any day when snowplowing is taking place, all trash containers must be placed five (5) feet from the roadway edge in the driveway so as not to interfere with impeding snow removal.

25. JUNK

All rubbish, junk or trash not accepted by the collector shall be the responsibility of the homeowner.

26. BRUSH, LEAVES & LAWN CLIPPINGS

Christmas trees, brush, leaves and rakings that are bagged in paper biodegradable/lawn bags will be collected by the Park at no extra charge. Materials in plastic bags will not be picked up. Bags weighing in excess of 50 pounds will not be picked up. No household garbage may be included with these materials. These items shall be picked up on Wednesdays only.

27. SUBLETTING/ASSIGNMENT

There shall be no subletting or assignment of any home by the homeowner.

28. TERMINATION AND EVICTION

a. A homeowner may be evicted from the park by the park owner upon the occurrence of one (1) or more of the following events:

- Non-payment of rent (30 days notice).
- 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 occupants (60 days notice).
- Any failure to comply with any provisions 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).
- Failure of the homeowner to comply with local ordinances or state and federal laws and regulations relating to manufacture/mobile homes and manufactured/mobile home parks provided that the homeowner is first given written notice of his failure to comply with said laws or regulations and a reasonable opportunity thereafter to cure such failure (60 days notice).
- Damage by the homeowner to the park or premises with reasonable wear and tear expected (60 days notice).
- Repeated failure of the homeowner to comply with these rules despite prior request or other conduct of the homeowner within the park which disturbs the peace and quiet of the park or other homeowners (60 days notice).
- The condemnation or change of use of the park (18 month notice).

b. To cure any eviction due to non-payment of rent: a tenant must pay all arrearages, including any statutory fees, and all attorney's fees in full by either money order or bank check, prior to the date of eviction. Personal checks will not be accepted. Partial payment of arrearages will not cure an eviction.

29. WATER USAGE

Park residents may use the freshwater system for outside use, so long as such use is reasonable and is not excessive or wasteful in nature. Other than as used by the Park, **NO AUTOMATIC SPRINKLERS** may be used by park residents on their lots. There shall be no swimming pools allowed except kiddie pools as described in Section 7. For the protection of all residents' water needs, all residents shall use all water only as needed. If Park personnel observe water being wasted or excessively used, they may require residents to take immediate steps to stop the wasting or excessive use. If no homeowners or residents are available, Park personnel shall be authorized to enter onto a homeowner's lot to stop the wasting or excessive usage. Repeated excessive water usage may be grounds for eviction from the Park.

30. LIMITATION OF LIABILITY

It is understood and agreed that:

A. Neither the Park nor Park Management shall be liable with respect to any condition or event occurring or resulting by reason of severe weather conditions, Act of God, or other circumstances beyond their reasonable control.

- B. Neither the Park nor Park Management shall be liable for any damage or injury if the same is occasioned by the act or neglect of the Homeowner or any other person or by cause not within their reasonable control.
- C. If any condition requiring correction by the Park shall have been caused by an act or neglect of the Homeowner, other occupant of the home, or their agents, servants, licensees, invitees or guests, the Homeowner shall promptly pay all expenses associated with the correction.
- D. Except for gross negligence of the Park or Park Management, Homeowners hereby release them both from any responsibility for any injuries or damages occurring upon, or in any way connected with the re-entering and taking of possession of the premises by either of them under conditions prescribed by these rules and regulations.
- E. Neither the Park nor Park Management will be responsible or liable for any debt or damage claimed for accidents, injuries, or loss of property by fire, theft, wind, floods, or other acts or incidents which are beyond its control to any person including without limitation residents, guests, or the property of either.. Residents will be held liable for any and all damages caused by them and their guests, and residents assume all such responsibility. Tenant's homes, vehicles, and property are **NOT** covered by the Park's insurance.
- F. All homeowners are liable for damages, injury or loss incurred in their homes and on their lots. All Homeowners must carry their own homeowners insurance. The Park disclaims all liability to the fullest extent allowed by law for any such damages, injury, or loss.

31. DEED

Park Management will sign a deed transferring title of the manufactured housing to any successor owner only if the following conditions are met:

- A. All successor owners meet all qualifications for occupancy in the Park as provided for under these Rules; and
- B. All successor owners acknowledge in writing that they are bound to the Park Rules, as they may be amended from time to time.

The signing of the deed by the Park is required by New Hampshire law; however, the consent by the Park to the transfer grants no interest in and to the real estate upon which the manufactured home will be located to the homeowner or any other person or entity.

32. MISCELLANEOUS

- A. No failure on the part of the Park to enforce or otherwise take any action with respect to any breach of any covenant, condition, or obligation of the Homeowner or a park resident shall constitute a waiver by the Park of its right to subsequently enforce or take action with respect to such breach or any future breach of any covenant, condition, or obligation.

- B. If any terms of this Agreement or any application thereof shall be deemed to be invalid or unenforceable, the remainder of this Agreement will not be affected.
- C. This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- D. This Agreement shall be interpreted under the laws of the State of New Hampshire. In the event that more than one person shall be or become the homeowner hereunder, then the obligations of the Homeowner hereunder shall be deemed to be the joint and several obligation of each such person.
- E. Neither Fireworks nor Firecrackers may be set off on or from home lots within the Park.

33. ABANDONMENT

Homeowners are expected to occupy and properly care for their home at all times. Failure to occupy the home presents dangers to person and property. A home shall be deemed abandoned if neither the homeowner, nor any other responsible adult, shall occupy the home for one (1) month or longer without making other arrangements to have the home monitored and maintained. In the event of abandonment, the Park may take any or all of the following actions, with any and all charges incurred by the Park being assessable as additional charges against the homeowner, including a charge of \$40 per person hour for the time and equipment of park personnel:

- A. Take steps to avoid damage, unsafe or unhealthy conditions, or fire such as turning off water and disconnecting electricity;
- B. Enter the home to inspect and to take steps to protect property, such as draining waterlines and turning off fuel lines;
- C. Cause the home to be removed from its lot, including to an off-site location, in which case homeowner shall pay costs of storage;
- D. Clean and restore the lot to a rentable condition; and
- E. Take steps to sell the home at auction as provided for under New Hampshire law

Until and unless the home is sold, rent shall continue to be due and owing in accordance with the RENTAL TERMS.

34. CONTACT INFORMATION

The homeowner(s) agree(s) to notify the park if there are any changes in their mailing address or their phone contact information. The homeowner(s) shall also provide the park with updated contact information for homeowner(s) and an updated list of all individuals staying in the home on July 1 of each year.

35. RENTAL TERMS

All lots within the Park are rented under the following conditions:

A rental fee of \$430.00 per month is due and payable in advance on or before the first day of each month for the occupancy.

A late fee of \$1.00 per day for each day's rent or any portion thereof, which is in arrears or any charges or assessment not paid by the first day of each month.

Homeowner shall be obligated to reimburse the Park for any costs or expenses incurred by the Park as the result of the failure of the homeowner to fulfill his/her duties and obligations as set forth in this agreement and in the Park rules. Such obligation shall include actual costs incurred by the Park on account of any checks returned due to insufficient funds or any other reason.

In the event that the Park shall institute any legal proceeding or engage any lawyer to enforce its rights under this agreement or the Park rules, including eviction actions and actions to recover unpaid rent or other expense, it shall be entitled to recover, in addition to all amounts deemed due and owing, all costs, court fees, out-of-pocket expenses, and attorney's fees incurred by the Park in connection therewith.

ALL RENT SHALL BE MAILED TO THE ADDRESS BELOW:

**PINE GARDENS MOBILE HOMES, INC.
P.O. BOX 965
BELMONT, N.H. 03220**

All mailed rent shall be mailed and received by the Park on or before the first day of the month.

Homeowner agrees that its use and occupancy of the above-reference Lot within the Park shall be subject to the Park rules and these Rental Terms, as they may be amended from time to time. Any such amendments shall become effective and binding upon the Homeowner upon ninety (90) days advanced written notice.

36. WAIVER OF HOMESTEAD RIGHTS

The homeowner(s) hereby waive(s) any rights of home homestead to their home and to Park property as it relates to the interest of Pine Gardens Manufactured Homes, Inc. and the L&J Dupont Limited Partnership, or successors in interest to either entity and/or any lien assessed against the home pursuant RSA Chapter 205-A.

The within waiver is effective upon the home owner(s) signing and acknowledging receipt of the within park rules.

APPROVED AND ADOPTED BY PINE GARDENS MOBILE HOME PARK EFFECTIVE AS OF JULY 22, 2019.

Date received: _____ Payment: _____

PINE GARDENS MANUFACTURED HOMES, INC.

P.O. Box 965, 6 Scenic Drive, Belmont, N.H. 03220 Office: 267-8182 Fax: 267-6621

PARK APPLICATION

Name; FIRST: _____ MI: _____ LAST: _____

Maiden name (if applicable): _____

Marital status: Married Single Other: _____

Current address: _____

City: _____ State: _____ Zip: _____

Current phone number(s): Home: _____

Work: _____ Cell: _____

Please list all vehicles:

Please list the name(s) of anyone else who will be living with you and their relationship to you:

Name; FIRST: _____ MI: _____ LAST: _____

Relationship: _____ DOB _____

Name; FIRST: _____ MI: _____ LAST: _____

Relationship: _____ DOB _____

Name; FIRST: _____ MI: _____ LAST: _____

Relationship: _____ DOB _____

Do you have any pets? Yes / No **NO DOGS ARE ALLOWED IN THE PARK**

Please list type of pets and how many: _____

What is the address of the lot that you are applying for? _____

Have you ever been convicted of any type of criminal offense? YES NO (circle one)

If yes, please explain: _____

The following information will be used to determine your acceptance as a tenant. Be aware that a failure to supply complete or accurate information will be cause for rejection of this application. If you are living with a parent or relative, we will not use them as a rental reference. If you have never rented, please indicate that below.

Residence Information:

 Own Rent

Current Landlord: _____

Landlord's phone number: _____ Cell: _____

Your Address: _____ City: _____

State: _____ Zip: _____

Your rent amount: _____ weekly or monthly? (Circle one)

Dates of occupancy: from _____ to _____

Reason for moving:

Previous Landlord: _____

Landlords phone number: _____ Cell: _____

Your Address: _____ City: _____

State: _____ Zip: _____

Your rent amount: _____ weekly or monthly? (Circle one)

Dates of occupancy: from _____ to _____

Reason for moving:

Note: If there is a gap in between current and previous landlords, please indicate where you were living:

If you rented from other landlords, please list them and the dates of rental:

Employment Information

Current Employer: _____

Phone numbers: _____ Cell: _____

Address: _____ City _____

State _____ Zip _____

Date of hire: _____ Position: _____

Pay rate: _____ weekly, bi-monthly, or monthly (please circle one)

Hours per week: _____

Name of supervisor: _____

Past Employer: _____

Phone numbers: _____ Cell: _____

Address: _____ City _____

State _____ Zip _____

Date of hire: _____ Position: _____

Pay rate: _____ weekly, bi-monthly, or monthly (please circle one)

Hours per week: _____

Name of supervisor: _____

Past Employer: _____

Phone number: _____ Cell: _____

Address: _____ City _____

State _____ Zip _____

Date of hire: _____ Position: _____

Pay rate: _____ weekly, bi-monthly, or monthly (please circle one)

Hours per week: _____

Name of supervisor: _____

If there are gaps in your employment, please indicate why:

** If you do not work, what is your source of income? :

Amount: _____ How often? _____

Do you have other sources of income you would like us to consider? Yes or No

** (circle one) If yes: Source

#1: _____

Amount: _____ How often? _____

Source #2: _____

Amount: _____ How often? _____

** We require verification on paper of this income.

I hereby make application for a rental lot at PINE GARDENS MANUFACTURED HOME SALES & PARK, INC. and certify that this information is correct. I authorize you to contact the references that I have listed. By signing this application, the applicant understands that this information may be shared with other members of the Lakes Region Rental Association. I also authorize PINE GARDENS MANUFACTURED HOME SALES & PARK, INC. to obtain consumer reports and any other information necessary for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details and/or any other necessary information. I understand that subsequent consumer records may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect in connection with the rental or lease of a resident for which this application was made. I hereby expressly release PINE GARDENS MANUFACTURED HOME SALES & PARK, INC. and any procurer, or furnisher of information from any liability what-so-ever in the use, procurement, or furnishing of such information, and understand that my application information may be provided to various local, state, and/or federal government agencies, including without limitation, various law enforcement agencies.

ALL applications must be submitted IN PERSON BY APPLICANT with a CRIMINAL HISTORY RECORD and a state issued photo ID. The application MUST be signed in front of Pine Gardens personnel.

Print Name: _____

SSN : _____ D.O.B. _____

Date: _____ E-mail address: _____

Signature of applicant: _____

