

NEW HAMPSHIRE – IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES OF THIS PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

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

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

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

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS PARK. YOU MUST NOTIFY 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.**

EXHIBIT 1

MOUNTAINVALE VILLAGE “A 55 AND OLDER COMMUNITY” Center Conway, NH 03813

AMENDED AND RESTATED RULES AND REGULATIONS AS OF MAY 2026

These Rules and Regulations Mountainville Manufactured Home Community (“Community”) are designed to enhance the living environment within the Community for all Residents. The owner of the Community is referred to herein as “Landlord”. Management is the company responsible for managing the Community on behalf of Landlord. Management and Landlord may be used interchangeably in these Rules and Regulations. By signing below, Resident(s) acknowledge that it is Residents’ sole responsibility to comply with the Rules and Regulations and that Resident is solely responsible for any and all losses, costs, damages, injuries or liabilities arising from Residents’ failure to comply. Resident’s failure to comply with the Rules and Regulations creates no duty or responsibility on Landlord or the Community to discover Resident’s failure to comply with the Rules and Regulations or to aid or ensure Resident’s compliance with the Rules and Regulations. **Landlord expressly informs Resident(s) that Landlord is not voluntarily undertaking to render any service to Resident hereunder and that nothing herein or in the Rental Agreement shall be construed as Landlord’s voluntary undertaking to render a service to Resident(s).**

Specifically, these rules are intended to:

- Promote the convenience, safety and welfare of our Residents (hereinafter referred to as “Residents”).
- Promote the appearance and efficient operation of the Community.
- Protect and preserve the Community.
- Provide for a fair distribution of services and facilities.
- Are reasonable and not retaliatory or discriminatory in nature.
- Are explicit and easy to understand.
- Will be enforced for the benefit of all Residents.
- May be changed or amended by Landlord upon ninety (90) days’ written notice to Resident.

If any rule is in conflict with the Lease Agreement entered into by Resident, the Lease Agreement shall be controlling. The Rules and Regulations are incorporated into the Rental Agreement.

FAIR HOUSING: It is the policy of the Community to offer equal housing opportunities to all qualified applicants. It is illegal to discriminate against any person because of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, familial status, handicap, military discharge, source of income, gender, gender identity, gender expression, genetic information, or housing status. This policy is the law and is consistent with our philosophy, objectives and practices. If you believe that you are being discriminated against, you may contact the Community Manager or the Regional Manager.

IMPORTANT TELEPHONE NUMBERS:	Community Office	(603)333-8170
	After Hours Emergency	(603)333-8170
	Fire Department	911
	Police Department	911

BY ENTERING INTO A RENTAL AGREEMENT AT THE COMMUNITY, RESIDENT AGREES TO COMPLY WITH ALL OF THE RULES AND REGULATIONS OF THE COMMUNITY AS SET FORTH HEREIN.

All Residents must be approved and registered at the office prior to moving into the Community. Management's approval of prospective Residents is required prior to moving into the Community which application process includes completing a rental application and payment of a non-refundable application fee; approval for occupancy based upon credit check's; execution of a rental agreement; agreement that only authorized persons will reside in the home; and advisement of Management of any changes to information provided on the rental application or during the application process. All new Residents must have all applicable permits prior to moving into the Community.

Housing for Older Persons. In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"), Landlord intends to operate the Community as "housing for older persons". Under HOPA, "older persons" are defined as persons fifty- five (55) years of age or older and "housing for older persons" is defined as housing intended and operated for occupancy by at least one person 55 years of age or older per unit or home site. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Under HOPA regulations, 80% or more of occupied home sites within the Community must be permanently occupied by at least one person fifty-five (55) years of age or older as of the date of occupancy. Management has determined that the minimum age for occupancy in the Community is at least forty (40) years of age. All prospective Tenants of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate, passport, immigration card, military ID or other valid state, local national or international documentation. Under HOPA, Management may, in its sole discretion, make certain exceptions to the foregoing provisions.

Management adopted age verification procedures for potential applicants. All potential applicants are required to comply with Management's pre-qualification procedures including demonstrating that they qualify to live in housing for older persons by providing one or more of the following documents: birth certificate, driver's license, passport, immigration card, military identification or any other official and valid state, local, national or international documentation.

- 1. Occupancy Limits.** No additional persons, other than Residents, are to reside in any home. All Residents and occupants must register with the Landlord. The site leased is to be used only for private home residence purposes. All home sites will remain under the control of the Landlord. Resident occupancy of a home is restricted to a total of not more than four (4) persons of which no more than two (2) persons shall be permanent residents due to the limitations of the septic systems. An additional charge will be made for all additional occupants after two weeks of occupancy. After 30 days of occupancy, the "additional occupant/s" must complete an application at which time all qualifications must be met to qualify for permanent residency into the Community. Residents in the new section of the Community are permitted a maximum of four (4) permanent residents in each home because of the larger septic systems.
- 2. Assignment and Subleasing.** With certain exceptions implemented in connection with the Tenant Lease Protections described in Section 40, and in accordance with Section 41 of these

Rules and Regulations, Residents shall not assign or rent the leased premises, or any part, thereof.

- 3. Payment of Rent and other Charges.** A. Rents are due and are payable on the first day of each month. All rents and other charges payable by Resident to Landlord hereunder which are not received by the 8th day at the close of business of the month shall be subject to a fifty dollar (\$50.00) per month late fee. Resident acknowledges that this is a seven (7) day grace period. In addition to any applicable late fees there is a fifty-dollar (\$50.00) fee for all checks returned for any reason. At this time, Management does not charge separately for water and sewer. Water and sewer connection is provided to the perimeter of the home, outside the footprint. Resident is responsible for all water and sewer fixtures and connections. In the event of default, Management may, at its option; (1) assess a late charge in accordance with the schedule for charges in these Rules and Regulations, or (2) terminate Resident's tenancy with written notice as required by law. Payment of rent is constituted by actual receipt of payment in full, at the Community's local office with the lot number written on the check. No post-dated remittances will be accepted or constitute payments. All payments must be made by check, automatic withdrawal, or cashier's check or money orders. Landlord is not required to accept partial payments or payments of late rent that do not include the late fee and other applicable charges. Landlord does not accept cash. If rent is not received by the end of the day on the 8th day of the month, then payment must be made by money order or cashier's check. In the event a Resident fails to pay rent or other charges when due or fails to abide by these Rules and Regulations, and any additional thereto, Management may terminate the tenancy upon written notice to Resident as may be required by New Hampshire Law applicable at the time of such failure or breach. All home charges for the site shall be paid in full before removing the home. Residents shall give forty-five (45) days' written notice before vacating; failure to give such notice will obligate the Resident for an additional month's rent. The site must be left clean, or a reasonable cleaning charge will be made.
- 4. Utilities and Taxes.** At this time, Management does not charge separately for water and sewer. Water and sewer connection is provided to the perimeter of the home, outside the footprint. Resident is responsible for all water and sewer fixtures and connections. Residents are responsible for obtaining all other utility services such as electric, cable TV, internet, streaming and related services. Resident is responsible for taking all trash to the dump. Tenant shall insulate and add heat tapes to all water lines that are exposed to freezing temperatures, extending at least two (2) feet below ground level, including the water riser, water supply shutoff valve, and water meter. Any water crock must have insulation and must be covered. These Tenant obligations must be checked every fall season as heat tapes need periodic replacement. All repairs to the meter, risers, or pipes damaged due to Tenant's faulty heat tape or lack of maintenance, will be charged to Tenant and will be collected as additional rent.
- 5. Guests; Absence from Community.** All Residents and guests shall observe all Rules and Regulations of the Community at all times. Residents shall pay for all damages to Community property caused by or contributed to by them or their guests. Residents of the Community are responsible for the conduct of their guests. While on vacation or extended absence of one week or more, Residents should notify Landlord of departure dates and return dates. Residents shall see that no persons shall be permitted on Resident's site during Resident's absence without express written permission from the Resident.

6. TENANT CONDUCT.

- A. Residents are responsible for their own conduct, as well as that of their guests. Residents and guests shall conduct themselves in a fashion that ensures every Tenant's comfort, peace of mind and quiet enjoyment of this Community. Residents and guests shall comply with federal and state laws, local government ordinances and these Rules and Regulations. This includes compliance with any state or local curfew regulations.
 - B. **Noise** - Noise or unruly behavior that disrupts other Tenant's quiet enjoyment of this Community is prohibited. Such disturbances include, but are not limited to, loud stereo, TV, radio, and vehicle noise. This policy is always in effect.
 - C. **Loitering** - Loitering is not permitted within the Community or Community center.
 - D. **Trespassing** - Tenants and their guests shall not enter, or pass through any other lot without the express permission of that Tenant, including vacant lots and sales display areas.
 - E. **Soliciting** - Soliciting is not permitted within the Community. With prior Landlord approval distribution of materials for religious, political or similar non-profit purposes is permitted between the hours of 9:00 AM and 5:00 PM on weekdays excluding all holidays.
 - F. **Weapons** - Weapons and all items purporting to look like or function as a weapon, including but not limited to guns (including BB guns, paintball guns, air guns, stun guns and blow guns) tasers, knives, axes, swords, crossbows, bows and arrows, sling shots, brass knuckles and nunchucks, whether such weapon is concealed or openly carried, may not be brought into any common area within the Community, including but not limited to any common areas such as the clubhouse, sales office, mailbox areas, guest parking areas, and streets.
 - G. **Fireworks** - Discharging fireworks, including firecrackers and sparklers, is absolutely prohibited.
 - H. **Damage to Community** - Tenants, occupants and guests are not to cause or allow any damage, misuse or neglect of the Home or Site, common areas or any amenities provided by Landlord. Tenant will pay for all damages caused, whether caused by Tenant, other occupants or guests of Tenant. If Tenant neglects or fails to repair or pay for such damages the cost of necessary repairs made by Landlord will be deemed to be additional rent and due from Tenant with the rent next due. Damage to the community or another Tenant's personal property caused by the intentional actions of Tenants, occupants or guests is just cause for termination of the tenancy. Residents will not take any action or use the Premises in a manner that would place Landlord's insurance coverage at risk or cause cancellation of any policy of insurance covering the Premises.
 - I. **Drunkennness or use of illegal drugs.** Drunkennness or use of illegal drugs in the Community is prohibited.
7. **Septic Tanks; Oil and Gas Tanks.** Residents are responsible for the proper usage of the septic system including, but not limited to, refraining from flushing inappropriate items. Residents shall pay for any expense, damage or repair occasioned by the stopping of water or sewer pipes or overflow of water, and for any and all other damages including any oil leaks caused by faulty connections or overfilling of tank or faulty tank caused by their negligence. Homeowners may be

required to replace oil installation if deemed to be defective in any way.

8. **Notices.** Except as otherwise stated herein, all notices required by these guidelines shall be delivered in writing by registered or certified mail or in person to the Management at its local office or the Resident at his/her residence, as the case may be.
9. **Heat Tapes, Insulation and Water Risers.** Resident shall insulate and add heat tapes to all water lines that are exposed to freezing temperatures, extending at least two (2) feet below ground level, including the water riser, water supply shutoff valve, and water meter. Any water crock must have insulation and must be covered. These Resident obligations must be checked every fall season as heat tapes need periodic replacement. All repairs to the meter, risers, or pipes damaged due to Resident's faulty heat tape or lack of maintenance, will be charged to Resident and will be collected as additional rent. Additionally, excess water usage/flow due to any break in the water line caused by freezing pipes shall be billed to Resident and collected as rent.
10. **Attorneys' Fees.** Each Resident agrees to be responsible for and reimburse the community for its attorney's fees and court costs arising out of the Resident's breach of the community guidelines, or failure by the Resident to make timely payments of the rent and other charges due. Such attorney's fees and costs for which the Resident shall reimburse the community shall include but not be limited to fees associated with notices to quit, eviction proceedings, collection proceedings and associated court costs.
11. **Abandonment not Permitted.** Residents shall not vacate or abandon the manufactured home and/or site at any time during the rental agreement. Absence for one (1) month or longer without paying rent, or the termination of utility service, shall, subject to the provisions of RSA 205-A:4-a, be deemed abandonment, vacating and surrender of the site and of the manufactured home. If Resident shall abandon, vacate or surrender said manufactured home and/or site or be dispossessed by process of law or otherwise, any personal property (including any manufactured home on said space) belonging to Resident and left in the park shall be deemed abandoned, at the option of Management. In the event of such abandonment of a manufactured home owned by a Resident, subject to the provisions of RSA 205-A:4-a, the Landlord may remove or cause to be removed Resident's manufactured home from the site and arrange for storage of same at Resident's expense. Upon said removal, Resident's claim to the lot site terminates. Landlord shall not be liable for any damage to the property except for gross negligence. In the event of such abandonment, Resident's claim to rent said manufactured home site shall terminate. Neither Landlord nor the mover shall be liable for any damage to the manufactured home or its contents due to interruption or resumption of Landlord, its employees, agents, or representatives.
12. **Homesite Maintenance Charges.** Resident shall also pay Management/Landlord the "Homesite Maintenance Charges" which shall mean those charges imposed by Management from time to time (a) for services actually performed by Landlord or its agents; (b) for amounts paid by Landlord on Resident's behalf in the event that Resident fails to pay when due any charges for which Resident is responsible under the Lease Agreement or Rules and Regulations; and (c) otherwise associated with Resident's rental of the home site. In no event shall Landlord have any obligation to perform any services or pay any such amounts on behalf of Resident, but Resident is obligated to pay the Homesite Maintenance Charges as additional rent

in the event Landlord elects, in its discretion, to perform such services or pay or incur such amounts. If Resident fails to pay any such Homesite Maintenance Charges to Landlord, Landlord may apply Monthly Rent paid by Resident towards any Homesite Maintenance Charges Resident may have incurred, leaving Resident with a delinquent Monthly Rent balance. Without limiting the scope of the items that may be covered by the Homesite Maintenance Charges, such Homesite Maintenance Charges may be imposed for the services described on **Exhibit C** to these Rules and Regulations. The amount of the Homesite Maintenance Charges shall be calculated as follows: (a) for services performed by third party vendors, the actual cost incurred by Landlord plus an administrative fee equal to Fifty Dollars (\$50.00) to cover Landlord's time and effort in obtaining the vendor's services ("Administrative Fee") and (b) for services performed by Landlord, an hourly rate of Fifty Dollars (\$50.00) per hour plus the Administrative Fee. If the Homesite Maintenance Charges relate to damage or destruction of property in the Community or waste of resources such as water, then the amount of the Homesite Maintenance Charge shall be the actual cost of the damage or waste, as the case may be, plus Two Hundred Fifty Dollars (\$250.00) for each incident to cover Landlord's time and effort. Landlord reserves the right to increase the amount of the Homesite Maintenance Charge or the Administrative Fee.

- 13. Emergency Repairs.** Resident shall be responsible for notifying Landlord if Resident discovers any emergency conditions or circumstances that may need immediate attention or repair by Landlord. If such emergency conditions or circumstances come to Resident's attention during non-business hours, Resident shall still promptly notify Landlord through emergency contact information available in the management office (and published in these rules on the first page) so that Landlord may promptly respond. However, should Landlord respond to such emergency notification and discover that the emergency condition or circumstances relate to a specific home or Homesite or issue which are within Resident's responsibilities, Landlord may impose a Homesite Maintenance Charge plus and Administrative Fee for Landlord's time in responding to such call.

14. SCHEDULE OF ADDITIONAL MONTHLY FEE CHARGES (other than rental):

- A. Guest(s) after two (2) weeks: \$15.00 per guest/month.
- B. Additional occupant: \$15.00 per guest/month.
- C. A late payment charge of \$50.00 will be made on all rents paid more than eight (8) days late.
- D. Fee for checks returned for insufficient funds in the amount of \$50.00.
- E. Homesite maintenance charges as described herein.

- 15. Right of Entry.** Residents shall permit Lessor to enter the rental site at all reasonable times for the purpose of inspecting, maintaining, or making repairs, alterations, or additions to any portion of said space including erection and maintenance of such scaffolding, canopies, fences and props as may be required, without any rebate of rent and without any liability to Residents for any loss of occupation or quiet enjoyment thereby occasioned. Reasonable notice will be given to Residents of all such entrance to property unless entrance is due to an emergency situation.

- 16. Gas and Oil Tanks.** Residents may purchase heating oil, LP gas and related products and services from the dealer(s) of their choice. All installations must comply with all Town, County, State or Federal codes governing same. All gas and oil tanks shall be installed at rear end of home. All gas

and oil tanks are subject to inspection by Management and/or Management's agent or local authorities. Maintenance, repair and/or replacement of all gas and oil tanks is solely at Residents' cost and expense. All wood piles for personal use are to be stacked neatly at rear end of home. No oil tanks shall be buried. All wiring between home and meter pole is homeowner's responsibility to maintain.

- 17. No tampering with utility connections.** Tampering with community electric service or plumbing connections, or other community utility connections is strictly forbidden. For the protection of water quality, chemicals, other than normal household cleaners, such as paint, paint thinners, commercial grease and oil, gasoline, darkroom chemicals, etc., are not to be disposed of through the domestic septic system. Residents are encouraged to water their lawns during the evening hours only during periods of extreme heat. Please contact management in case of trouble. Management may restrict the use of water during certain conditions. Exception to this restriction may be made in the case of newly seeded lawns.
- 18. Home Standards.** Awnings, storage buildings, screens, skirting, entry way, steps and other improvements must comply with zoning regulations, and must be checked and written approval given by Management before the same may be erected or installed in the Community. Management approval does not constitute approval of local authorities or zoning compliance. The material used for entryways and storage building must match the color and type of siding, shingles and trim as on the home. All homes must be skirted. Skirting material shall be factory made vinyl and must be approved by management and installed within sixty (60) days after entry into the Community or after transfer of ownership of existing home. Storage buildings are limited to one (1) and must be completely enclosed and may not be placed on driveways. Management must approve their type, size (maximum size 150 sq. ft.), type of construction and location. No cement blocks or other temporary material may be used as steps. All steps must be safe and attractive in appearance. Cement, aluminum or pressure treated wood steps are acceptable. All decks or entry steps must be enclosed with pressure treated latticework. All homes must have an approved walkway from front entrance to driveway.
- 19. Garages.** A single car garage, no larger than 14' x 24' will be allowed on certain lots at our sole discretion when the following criteria are met: The site lends itself to the acceptance of a garage, aesthetically, that the exterior finish (siding, trim, shingles, roof pitch, etc.) exactly match the exterior type and color of the home. The garage must be no more than 10' or less than 5' from the side of the home, if not part of the home, and must meet the sideline setback requirements, have one (1) overhead door, no more than two (2) 30" x 57" windows (one on the back end and one on the side opposite the home; with shutters matching the home), and cement blocks are to be installed on top of the slab and below the sill pane. The front of the garage will line up exactly with the front of the home. The full driveway must be repaved to incorporate the garage into the street. The garage floor shall be a concrete "floating slab" design at least 6" thick. The outside edges of which should be widened to 1' deep for a width of 1'. A sketch of the proposed layout shall be submitted to Management for approval PRIOR to any construction along with a polaroid snapshot of existing site showing the home and proposed location of the garage. If the Resident elects to erect a garage, the garage will become the property of the Community in the event the homeowner moves the home off the site. If the Resident installs a garage, any existing utility shed may be required to be removed. The Resident is responsible for applying for any Town building permit and assuring that the structure meets all existing codes and for obtaining insurance covering builders' risk and liability.

20. On-Site Resale of Home. Resident has the right to sell its home to a buyer that qualifies as a new resident in the Community without first having to relocate the home outside of the Community. The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of the title to the manufactured home. Any home resold in the Community must meet Community exterior appearance requirements such as conditions and approval of homes and skirting, utility set-up and connections, installation of porches, decks and steps. Transfer deeds will not be signed by Management for new occupants unless these requirements are met. All oil tanks must be removed from under the home upon resale. All fiberglass steps must be removed also.

21. Procedure for On-Site Sale of Home. To ensure that the purchaser(s) of Resident's home, if Resident decides to sell it, will be permitted to keep and occupy the home on the leased site, the following criteria must be met:

- A. Resale Inspection.** Prior to listing a home for sale, Resident is required to have Landlord inspect the exterior of the home and the site to ensure that they are in compliance with the current Community standards regardless of the condition of the home when initially purchased by Resident. The exterior physical appearance and condition of the home and site (windows, exterior siding, sheds, lawns, etc.) must be in good condition before the home can be listed for sale. The inspection is valid for ninety (90) days and, if the home is not sold within that period, a supplemental inspection is required. All items that need repair or correction must be completed, weather permitting, prior to Landlord's final authorization of resale. Landlord does not inspect the anchoring system, nor does Landlord warrant that the anchoring system is properly installed or suitable for the particular home. Landlord does not warrant the habitability of the home.
- B. For Sale Signs.** Two 18" x 24" For Sale signs may be placed inside the windows of the home or on the exterior of the home. Faded, torn or unsightly signs must be replaced or removed. For sale signs must only be present when the Resident is making a bona fide effort to sell the home and signs must be registered with Management every thirty (30) days to reflect this intent and be removed within 24 hours of the home no longer being offered for sale.
- C. Landlord approval of purchaser.** If the home is to remain on the site, the purchaser must meet with Landlord and be approved for residency PRIOR to the closing on the sale of the home. If a purchaser occupies the home without first having obtained Landlord approval for residency and without first signing a lease or rental agreement, the purchaser shall be deemed to be a trespasser and will be evicted from the Community. Landlord will not knowingly accept rent from a trespasser.
- D.** If a home is sold in violation of these rules, Resident will remain responsible for all lot rent and other charges which may accrue, regardless of whether Resident continues to occupy or hold title to the home.
- E.** Any improvements or additions to the Home or Site, including but not limited to carport sheds, garages, or decks, which are to remain on the Site following an on-site sale of the home, with the exception of landscaping and concrete pads (which shall remain under Landlord's ownership at all times), must be sold and ownership transferred to the purchaser.
- F.** Rent and other charges owing to Landlord must be current prior to the closing on the sale of Resident's home. Any rent proration is between seller and purchaser.

- 22. No commercial business.** No commercial business shall be conducted in the Community, nor shall "auction", "moving", or "garage and lawn" sales be permitted. Annual Community sponsored events are permitted. A thirty (30) day notice, in writing, must be received by this office prior to any home going up for sale. If there is not a notice received, it is understood that the home is being sold with the understanding that it is going to be removed from the Community.
- 23. No truck parking.** No trucks larger than a pickup truck will be allowed to remain in the Community overnight. This includes commercial and business vehicles.
- 24. Children.** Children who are visiting a Resident are NOT allowed to play on other Resident's sites at any time. Also, no toys of any kind are allowed to be left on a site unless being used at the time. All toys, bikes, etc. must be put away in storage shed each evening. No skateboards, or other toys are allowed to stay on any Community street at any time. No trampolines or basketball hoops are allowed. Bicycle riders must comply with the rules of the road.
- 25. Acceptance of Site.** Residents affirm that they have checked the site and accept it in a good state of repair and in sanitary condition upon entry into the Community.
- 26. Site Maintenance.** Residents will at all times maintain their site in an attractive manner and in good repair at their own expense. Residents waive any and all right to have any improvement(s) or repair(s) made at management(s) expense. Residents shall not make additions or improvements on the site without first obtaining management's written consent, it being understood that said additions or improvements, if approved, shall be made solely at the expense of Residents. If lawn maintenance is not performed in a manner consistent with this paragraph, management shall personally or in writing notify Resident of non-compliance with this provision. If compliance is not made within five (5) days from date of notice, Management shall cause all necessary maintenance to be performed and charge Residents in accordance with the Homesite Maintenance Charges said services and cost of material used which amount shall be immediately due and payable.
- 27. Yard Maintenance.** Residents are responsible to keep their home sites in a neat and orderly condition, free of debris of all nature. Residents are encouraged to plant flowers, etc. However, no fences, hedges, etc. are allowed to delineate individual site boundary lines. No fences are allowed. Lawns are to be mowed, raked, seeded, fertilized and properly watered to maintain a healthy, attractive, and weed-free appearance. Grass is to be mowed weekly during the summer season to a height not to exceed four inches (4"). Lawns are to be edged every other week to prevent grass from overgrowing sidewalks, curbs, drives and skirting. Grass clippings shall be swept up, bagged and put out with the weekly trash, not swept into the streets or onto sidewalks. It is prohibited to throw leaves, grass clippings, trash or any other object over fences, into ditches, or into the wooded areas that surround the community. Dead or dying grass areas are to be re-seeded or sodded as necessary. Black dirt is to be spread as a base prior to seeding or sodding. Leaves are to be regularly cleared from the lawn, garden beds and driveway/parking area during the fall season and bagged. Home sites contain extensive underground power cables. Tenant is responsible for contacting 1-888-DIG-SAFE prior to commencing any landscaping project. Any digging without the knowledge or permission of Landlord is prohibited. Shrubs, trees, or similar vegetation may not be planted within five (5) feet of a curb, a fire hydrant, or an adjacent home. Any landscaping that obstructs traffic vision must be trimmed or

removed at the sole discretion of Landlord. Trees and shrubs are to be pruned as needed (including the trimming of trees and removal of dead trees and branches). Clippings are to be disposed of in paper lawn bags.

- 28. Satellite Dish/Antenna Rule; Clotheslines and Reels.** Be advised that there are certain guidelines that must be followed in reference to satellite dishes and antennas. Please see your community manager to obtain a copy of these guidelines. Only umbrella type clothes reels are permitted. All clothes reels must be a rotary type and be placed at the rear end or side of the home whichever hides it best from view. Clothes lines are not permitted. **Size Limitation:** The mandate only applies to satellite dishes that are **less than one meter** (approximately 39.37 inches) in diameter. Exclusive-Use Areas: Tenants have a right to install dishes on property they rent for their **exclusive use**, such as their home, deck, patio, or individual yard/garden area.
- 29. Trash Cans.** Trash cans must be kept at the back of the home or in utility building only, in an appropriate fully enclosed container. Trash must not be allowed to accumulate in any location and Resident is solely responsible for taking their household trash and any other type of debris or items to be disposed of to the dump on an as needed basis.
- 30. Taxes.** Residents are responsible for the payment of all taxes associated with their home or the rental of the home site. A paid municipal tax receipt must be presented to Management at least seven (7) days prior to Resident moving from the Community.
- 31. Home Standards.** The following categories of homes will not be allowed to be moved into the Community, or, if they currently exist in the Community, will be required to be removed at the time they are next sold, or their current occupants vacate the premises.
- A. Any home less than 14' wide
 - B. Any home with a flat roof or metal siding, except metal or vinyl siding of a type resembling clapboard, or other Residential exterior
 - C. Any home which, in the opinion of management, has been subjected to exterior damage or alteration or other changes in its exterior condition which render it visually or aesthetically incompatible with the general appearance of other homes in the Community, including but not limited to, the following kinds of damage, alterations, or changes in condition:
 - D. Removal of or obvious damage to exterior of the home, including holes, dents and so forth.
 - E. Painting or resurfacing the exterior of the home with colors or materials which, in the opinion of management, give the home a gaudy appearance which are done in an unworkmanlike manner or which otherwise render the home obviously incompatible with other homes in the Community; additions or extensions to the home, such as rooms, porches, decks, solariums, sheds or garages, which are not in conformance with Community guidelines or applicable local building codes, which are left in an unfinished condition.
- 32.** Any pre-HUD home must be inspected and certified as safe by the local fire department, a master electrician, a master plumber and a master oil burner technician upon resale in addition

to complying with all other conditions for continued occupancy by a new buyer. Also, any pre-HUD home must have egress windows installed in each sleeping area and smoke/carbon monoxide detectors installed according to the local fire department.

33. Speed Limit; Vehicles. Speed-limit for all vehicles shall be fifteen (15) miles per hour. The parking of no more than two (2) automobiles for each home site will be permitted. Only conventional automobiles or pickup trucks of less than one (1) ton rating are to be parked at the home site. No motorcycle is allowed in the Community unless it is the property of a Resident and is equipped with a high-quality muffler. Any vehicle parked at a Resident's space must bear a current year license and must be operable. No vehicles parked at a Resident's space may be parked on any portion thereof other than the paved parking sections of said space. No repairing of vehicles is allowed at the Residents' space. No on-street parking is permitted at any time. No snowmobiles or all-terrain vehicles will be allowed in the Community at any time. Boats, all terrain vehicles, snowmobiles and trailers are to be stored in a designated area only. If the manager says we do not have room for storage in a safe and uncluttered manner, it will be necessary to find storage outside of the community. Residents are responsible for driveway damage due to gas or oil leaks from vehicles. All such damage shall be repaired by the Community at the Resident's expense.

34. Termination of Tenancy; Severability. Any of the following shall constitute grounds for termination of tenancy and eviction upon such notice and pursuant to such proceedings as may be provided by law in force from time to time:

- A. Non-payment of rent, utility charges or reasonable incidental service charges provided that no action for possession shall be maintained if prior to the expiration of a notice to quit the Resident shall pay or tender all arrearages due plus applicable late fees.
- B. Failure of the Resident to comply with local ordinances or state or federal law or regulations relating to manufactured homes or manufactured housing communities, provided that the Resident is first given written notice of his/her failure to comply with said laws or regulations.
- C. Damage by the Resident to the demised property, reasonable wear and tear excepted.
- D. Repeat conduct of the Resident upon the manufactured housing Community premises which disturb the peace and quiet or safety of the other Residents in the Community.
- E. Failure of the Resident to comply with these Rules and Regulations of the Community as established by the Community owner or manager at the inception of the tenancy or as amended subsequently, provided that the Resident is first given written notice of his/her failure to comply with said guidelines. Nothing in this section, however, shall be construed to permit the Community owner to vary the terms of written or oral rental agreements without sending the proper notice to the Resident.
- F. Condemnation or change of use in the Community in compliance with state statutes under terms and expressed conditions in the rental agreement which is entered into by the Resident and Landlord.
- G. Creation of a health and safety nuisance by Resident or Resident's guests.
- H. Any other permissible reason for eviction recognized by applicable law.

Nothing contained in these Rules and Regulations is intended to be nor should be interpreted as being contrary to New Hampshire Revised Statutes Chapter 205-A or other applicable law. The invalidity of any section, sub-section or provision of these Rules shall not invalidate any other section or provision which shall remain in full force and effect. Resident has the right to sell the home in place within 30 days after eviction subject to Landlord's right to prevent a dangerous condition or any threat or risk of bodily harm to Residents or Guests of the Community, and provided further that nothing prohibits Landlord from exercising any other right or remedy that landlord has available against residents under applicable law.

35. Lamp Posts. The sections of the Community that have lamp posts located on each individual site must keep lamp posts lit during the hours of darkness. The Resident is responsible for bulb replacement when necessary. Community management is responsible for underground wiring and the operation of the light fixture. Any neglect or action by the Resident resulting in the lamp post not being lit at night will be cause for notice of violation.

36. Assistance Animal Reasonable Accommodation Policy. The Community has adopted the Assistance Animal Reasonable Accommodation Policy which is attached hereto as **Exhibit A**.

37. Pets. In addition, the Community has the following Rules and Regulations regarding pets:

- A. A maximum of two (2) pets are permitted per household, however all pets must be specifically approved by Landlord, in writing and prior to Resident's acquisition of the pet. **Only non-aggressive pets are permitted.** Aggressive pets and exotic pets will not be approved by Landlord and may not be brought into the Community.
- B. Residents who want to acquire a pet are to complete and submit to Landlord a Pet Application Request. If the pet is approved, Resident must sign a Pet Agreement and agree to comply with all of the terms contained in the Pet Agreement. Resident's failure to comply with the terms of the Pet Schedule will result in the loss of pet privileges or termination of the tenancy. Pet Application forms are available at the Community Office.
- C. Residents may not "pet sit."
- D. Pets that die, or are otherwise removed from the Community, may not be replaced without the Resident first submitting a new Pet Application Request to Landlord and receiving Landlord's approval for the replacement pet. The new pet must conform to all current pet rules.
- E. Assistance animals are permitted as a reasonable accommodation under fair housing laws in accordance with **Exhibit A** hereto. Resident must also agree to comply with the terms contained in the Pet Agreement, with the exception of pet fees.

38. Snow Removal. Landlord's policy on snow removal is as follows: Landlord does not remove snow if accumulation is less than two (2) inches. Landlord's policy regarding snow removal when accumulation is greater than two (2) inches is as follows (i) snow is generally removed first from streets and common area parking areas and then from common area walks; (ii) Landlord shall only be responsible for removal of the initial snowfall and shall not provide "follow up" services such as scraping or clearing of ice, removal of slush or melt off, etc. and (iii) Landlord shall not provide ice melting products or chemicals for Resident usage. Management will plow all main Community roads before plowing any driveways. Only driveways that are on our list will be plowed. Only driveways that are open will be plowed. We will NOT plow around vehicles left in driveways. No vehicles are allowed on streets during snowstorms. Outside snowplows are

allowed in the community; however, all driveways must be cleaned after every storm. The Resident will be responsible for all damages to Community property caused by same.

39. Amendments. Management reserves the right to amend, modify, supplement, and/or alter these Guidelines at any time and from time to time upon notice to Resident with not less than ninety (90) days after written notice.

40. Tenant Lease Protections. Landlord has agreed to implement certain tenant lease protections in connection with a recent financing. These Tenant Lease Protections are described on **Exhibit B** hereto. The Tenant Lease Protections shall be in effect for the duration of the financing which is June 1, 2033 unless extended and will only be in effect if they do not conflict with New Hampshire law. New Hampshire law provides a more significant protection than the Tenant Lease Protections in the following situations: New Hampshire law requires (i) a 60-day notice of rent increase instead of a 30-day notice of rent increase; (ii) a 7 day grace period to cure payment defaults instead of 5 days; and (iii) a 18 month notice of park closure (instead of 60 days). We will continue to comply with New Hampshire law instead of the Tenant Lease Protection on these 3 points despite the language of the amendment (our lender requires us to adopt the protection as written without modification despite the conflict with state law).

41. Rules and Regulations regarding Subleasing and Assignment as allowed by the Tenant Lease Protections. In some circumstances assignment and subleasing is permitted by the Tenant Lease Protections for the unexpired term of the lease. Resident acknowledges and agrees the following Rules and Regulations govern these activities in order to maintain the standards of the Community and that such rules do not constitute an unreasonable restraint:

A Homeowner Resident may sublease their Homesite together with their Mobile Home only with Park Management's prior approval, only for the unexpired term of their lease and otherwise in accordance with these Rules and Regulations. Management may place such restrictions upon subletting as are permitted by law, and without unreasonable restraint on the Resident. Management may increase the rent charged to Resident Homeowner as permitted by law, and may amend these Rules and Regulations regarding subletting. Any attempt to sublease the Mobile Home or Home Site is void except in compliance with these Rules and Regulations. Subleasing includes "home sitting," "house sitting," "house watching," "caretaking," subleasing with an option to purchase, and purchase contracts unless in such circumstances the purchaser is bona fide and has been approved by Management and is/will be the registered or legal owner of the Mobile Home. Subleasing also refers to contractors who occupy the Homesite or Mobile Home in the absence of the Homeowner Resident, whatever the purpose. Only one Mobile Home may be subleased by the Homeowner. We do not permit any short term rentals by Airbnb, VRBO or any other such platform.

1. A Homeowner Resident must reside in the Park for a term of one year before subletting their Homesite and Mobile Home.
2. Our rental agreements are generally for a period of one year renewable terms so the minimum term of the Sublease shall be 12 months, unless Management approves a longer or shorter term because circumstances exist that warrant such an approval such as a medical or family emergency that requires the Resident to be away. Short-term

subleasing or rental of the Mobile Home and/or the Homesite such as through Airbnb, VRBO or other such sites is strictly prohibited.

3. A Homeowner shall not enter into a Sublease that results in a total rent for the premises that exceeds the rental rate then payable to Landlord. Overcharging a subtenant constitutes a violation of these Rules and Regulations. The Sublease agreement must be submitted for inspection by Management prior to Sublessee's occupancy.
4. Resident Homeowner must use a form of Sublease provided by Management, or other Sublease form only with approval of Management.
5. Prior approval of the Sublessee by Management must be obtained. Among other requirements, any Sublessee must do the following before occupying the mobilehome: (a) complete an application for tenancy (which may include a fee for obtaining a financial report or credit rating); (b) be approved for tenancy by Management; c) execute a Sublease agreement or other agreements for the occupancy of the Homesite in a form provided by or approved by Management in writing; and (d) execute and deliver to Management a copy of the Park's then effective Park Rules and Regulations and other residency documents. A list of the other requirements for approval of residency can be obtained from Park Management upon request.
6. A prospective Sublessee shall comply with any rule or regulation limiting residency based on age requirements.
7. The Homeowner Resident must have approval of any legal owner whose loan is based on owner-occupancy.
8. A Sublessee shall comply with all rules and regulations of the park. The failure of a Sublessee to comply with the rules and regulations of the Park may result in the termination of the Homeowner's tenancy in the mobilehome park. Any default by sublessee is a default by Homeowner Resident.
9. Homeowner is required to ensure the dutiful performance of all terms and conditions of the Sublease by Sublessee; a violation of the Sublease by Sublessee constitutes a violation of these Rules and Regulations by the Homeowner Resident and a violation of the lease/rental agreement.
10. The Homeowner Resident shall remain liable for the Homesite rent and other park charges and shall pay the rent and charges directly to Management. Management shall not be responsible to collect any funds from sublessee. Homeowner Resident is responsible for all rent and other charges owing to Management even if the sublessee does not pay.
11. Resident acknowledges that Sublessees are not tenants because there is no landlord/tenant relationship as between Owner and Sublessee, and there is no privity of estate or contract between Owner and Sublessee.
12. Management, in its discretion, may require the Homeowner to submit a security deposit in an amount or value not to exceed two months' rent in addition to the first month's rent. Management may retain this security deposit for the duration of the term of the Sublease. In no event is Owner or Park Management responsible for any security deposit paid by Sublessee.
13. The Homeowner Resident shall keep his or her current address, telephone number and email address on file with Management during the term of the Sublease. If applicable, the Homeowner Resident may provide the name, address, telephone number, and email address of his or her legal representative.
14. Homeowner Resident shall defend and indemnify, at its sole expense, Owner and Management from any claims, liabilities, or actions brought by Sublessee against Owner,

Management or their respective agents or for any action arising from Sublessee's acts or omissions. In no event is owner responsible for sublessor's performance of the Sublease.

15. Sublessee shall complete, sign and provide to Park Management, prior to occupancy and as requested from time to time, an "Occupancy Questionnaire" or similar document which is incorporated herein by this reference.

42. Enforcement. Any failure to pay rent, additional rent, utility charges or incidental service charges described herein shall entitle the Landlord to evict resident after thirty (30) days from Residents' receipt of written notice by delivery of said notice in hand or mailing certified mail, return receipt requested, to quit, unless prior to the expiration of the notice to quit, Resident shall pay all charges due plus \$15.00 liquidation damages. Subject to Landlord's lien, any failure to pay taxes shall entitle Landlord to evict the Resident upon written notice required by law, unless Resident pays said taxes, interest and penalties within the time period required by law. Any violation of other Rules set forth herein which is not corrected within the time stated in a written notice delivered in hand or by certified mail, return receipt requested, shall entitle Landlord to evict the resident after sixty days from the Resident's receipt of the aforesaid notice. Every effort will be made by Landlord to ensure that the Community Rules and Regulations are enforced and that the quiet enjoyment and comfort of all Resident's is not disturbed. Ignorance of the contents of the Rules will not be an accepted excuse for non-compliance. Failure by Landlord to enforce any provision of these Rules does not mean that the Landlord has waived or given away that right.

43. Homeowners' Insurance. Resident must maintain a liability insurance policy in sufficient amounts (but not less than \$50,000.00 or such higher amount if required by applicable laws or contracts), naming Landlord and Community as an "interested party." Resident must furnish a copy of the policy to Landlord annually, upon the renewal of the policy. Landlord is not an insurer of Resident's person or possessions, nor is Landlord an insurer of the liability or actions of Resident.

44. Notice of Sale or Closure. Resident has the right to receive at least 60 days' notice of any planned sale or closure of the Community.