

**HAMMOND VILLAGE**

**Rules and Regulations**

**Issued November 20, 2018**

***Effective February 18, 2019***

**Hammond Village**  
Richard Hammond Sr. 231-9180  
Russell Hammond 895-2401

## **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 P ARK 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 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.

I. PREFACE

These park rules and regulations shall govern residency in Hammond Village and, to the fullest extent permitted by law, shall constitute a meeting of the minds between the park and all homeowners. In other words, to the fullest extent allowed by law, these park rules and regulations constitute a contractual agreement between the park and all homeowners.

II. TAXES

Hammond Village homeowners are solely responsible for paying the property taxes assessed upon the value of their manufactured homes, including any and all sheds, decks, or other improvements of any kind whatsoever. If, for any reason, the park is required to pay property taxes attributable to the value of the home, including any and all sheds, decks, or other improvements of any kind whatsoever, then the amount of any such payment made by the park shall be added to the rent that is due on the first of the next calendar month after the tax payment has been made by the park. Failure to pay the amount owed for property taxes paid by the park shall constitute a failure to pay rent, shall be subject to the same late charge referenced in Section XX of these rules, and shall be cause for the park to move forward with an eviction for nonpayment of rent. All collection, including eviction costs (lawyer fees, sheriff and Court costs, certified mail etc.), will be charged to the homeowner.

III. COMPLIANCE WITH RULES, ORDINANCES, LAWS, ETC.

All homeowners agree to comply with the rules and all local ordinances or federal or state laws or rules or regulations relating to manufactured housing or manufactured housing

communities. The homeowner further agrees to cure in prompt and timely fashion any failure to comply with such rules, ordinances, laws or rules or regulations upon written notification of the park. Any fee, assessment, cost, expense, or other amount of money for any reason that is lawfully charged to any homeowner for any reason as referenced in these rules shall be deemed additional rent added to the rent due on the first of the next calendar month after the charge has been assessed to the homeowner. Failure to pay the charged amount shall constitute a failure to pay rent, shall be subject to the same late charge referenced in Section XX of these rules, and shall be cause for the park to move forward with an eviction for nonpayment of rent. All collection, including eviction costs (lawyer fees, sheriff and Court costs, certified mail etc.), will be charged to the homeowner.

#### IV. RESTRICTIONS ON OCCUPANCY

The persons permitted to occupy the premises shall consist of the homeowner and the person listed in the space provided below the signatures of the parties at the end of this Agreement.

The maximum number of total persons permitted to reside in any home is four (4). A homeowner is permitted to have a reasonable number of guests, but any person residing on the premises for more than thirty (30) consecutive days shall be considered an occupant and required to leave the premises unless written authorization is given by the park which authorization shall not be unreasonably withheld.

#### V. CONDITION OF THE PREMISES: INSPECTIONS

The homeowner hereby acknowledges that he or she has previously inspected the premises

and has found them safe and acceptable. The homeowner agrees that he or she will maintain the premises in a safe condition during the term of this agreement. The homeowner further agrees to allow an authorized representative of the park to enter and inspect the home or premises for reasons of health, safety, maintenance or the welfare of others in the park, or in the event of an emergency. Any such entry or inspection shall be made at reasonable times, and only with the permission of the homeowner, which shall not be unreasonably withheld, and which permission shall be deemed to have been given in an emergency.

#### VI. LIMITATION OF LIABILITY

It is understood and agreed that:

- a. The park shall not 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 the reasonable control of the park.
- b. The park shall not be liable for any damage or injury if the same is occasioned by the act or neglect of homeowner or any other person or by causes not within reasonable control of the park.
- c. If any condition requiring correction by the park shall have been caused by the act or neglect of the homeowner, other occupant of the home, or his or their agents, servants, licensees, invitees or guests, the homeowner shall promptly pay all expenses incident to such correction.
- d. To the fullest extent permitted by law, the park is not responsible for any damage, injury, or loss by accident, theft, fire, or any act of God to either the property or person of

residence or their guests. This will be considered full notification that you are using the property/or equipment at your own risk.

VII. ASSIGNMENT; SUBLEASE

The homeowner shall not assign this agreement nor sublease the premises.

VIII. TERMINATION

This agreement between the park and any homeowner may be terminated by the park upon the occurrence of any one or more of the following events as specified by New Hampshire Statute:

- a. Nonpayment of rent (including nonpayment of taxes as referenced in Section II), utility charges, or reasonable incidental service charges; provided that no action for possession shall be maintained if prior to the expiration of an eviction notice the tenant shall pay or tender all arrearages due plus \$15 as liquidated damages.
- b. Failure of the homeowner to comply with local ordinances or state or federal law or regulations relating to manufactured housing or manufactured housing 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 comply with said laws and regulations.
- c. Any failure to comply with any reasonable written park rule or regulation; provided, however, that the homeowner is first given written notice of his or her failure to comply and a reasonable opportunity thereafter to comply with said rules and regulations.

- d. Damage by the homeowner to the park or the premises, reasonable wear and tear excepted.
- e. Repeated conduct of the homeowner within the park which disturbs the peace and quiet or threatens the safety and wellbeing of other homeowners.
- f. Condemnation or change of use of the park.

IX. SURRENDER OF THE PREMISES

In the event that residency in the park is terminated, the homeowner shall peacefully quit and surrender the lot to the park. The homeowner shall remove his home and all of his personal property and shall repair any damage caused to the lot. In the event that the home and personal property have not been removed from the lot upon the expiration or termination of residency in the park, the homeowner agrees to pay any expense arising in connection with the removal and storage of the Home and personal property. The homeowner's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of residency on the park.

X. NOTICE

Any notice by a party to the other party shall be deemed to have been duly given at the time of delivery by hand or by first-class mail, postage pre-paid, in a United States Post Office, addressed to the park or the homeowner's park address or otherwise as required by statute.

XI. MISCELLANEOUS

- a. Unenforceable terms: If any terms of this agreement or any application thereof shall be

invalid or unenforceable, the remainder of this agreement and any application of such terms shall not be affected thereby.

- b. Entire Agreement: This agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter thereof.
- c. Construction: This agreement shall be interpreted under the law of the State of New Hampshire. In the event that more than one person shall be or become the homeowner compliance hereunder shall be deemed to be the joint and several obligation of each such person.
- d. Each homeowner is responsible for the conduct of that homeowner's guests.
- e. Any and all above ground fuel tanks are the property and responsibility of each homeowner. The ownership of any such above ground fuel tank shall transfer to the new owner upon the sale of any home in the park. If any homeowner decides to move his or her home out of the park, then the homeowner shall be fully responsible for completely removing any and all above ground fuel tanks from the park on the same day that the home is removed from the park.
- f. Any and all decks, sheds, skirting, personal belongings, or other additions to the unit or the lot are the responsibility of each homeowner. The ownership of any such item left behind after a sale of any home in the park shall transfer to the new owner upon the sale. If any homeowner decides to move his or her home out of the park, then the homeowner shall be fully responsible for completely removing any and all items from the park on the same day that the home is removed from the park.



## XII. BUILDINGS AND APPURTENANCES; MAINTENANCE

### a. Homes

1. All homes shall be maintained in a safe and sanitary condition and be kept free of insects, rodents, vermin pests and the like. The homes shall be kept level and in good repair. Their exterior shall be clean, neat and properly painted at all times. Any change in the exterior color of a home or appurtenant structures, including, without limitation, additions, utility buildings, cabanas, porches, steps, and skirts, must be approved in writing by the park. The park reserves the right to require reasonable repair, maintenance and improvement of any home.
2. Utility services including water, electricity, sewer and the like are to be properly connected, insulated heat-taped and otherwise protected before the homeowner takes occupancy.
3. Plumbing is to be kept in good repair, and leaks are to be repaired immediately. If a substantial water leak exists in the unit the park reserves the right, to the fullest extent allowed by law, to request the Town of Raymond to interrupt on a temporary and emergency basis, the water supply to a home until the leak can be repaired to avoid damage to the septic system or to otherwise avoid accumulation of water and erosion to the homesite.
4. If a home is substantially damaged by fire, windstorm, or other cause, the

homeowners shall repair or remove the damaged home within a reasonable time or the park may do so at the homeowners' expense. If the homeowner elects to repair his damaged home, such repairs shall begin as soon as possible but in any event no later than thirty (30) days after the damage has occurred. All loose damage and debris shall be removed immediately. Damage visible on the exterior of a home shall be repaired within fifteen (15) days from notification by the park. In the event the unit is beyond repair and cannot be repaired where sited, the homeowner agrees to remove the same from the park.

5. All homes shall conform to the rules and be in safe and sanitary condition.

b. Utility Buildings

1. One utility building for each home is permitted so long as such building conforms to the local building code, is approved by the appropriate local authority, and **is authorized in advance by the park in writing** and meets the following specification.

a. Woodframed utility buildings:

- (i) Such buildings shall not exceed exterior dimensions of 12' x 12'.
- (ii) All roofs shall be pitched and shall not exceed 10' in height at the center and 8' at the sides.

(iii) Construction materials shall consist of:

(a) Walls-Aluminum siding, vinyl siding, wood shingles or tongue and grooved boards.

(b) Roof-exterior plywood covered with asphalt or wood shingles. In no case will used lumber and tarpaper be permitted for finished exterior surfaces.

b. Pre-finished metal utility buildings are not permitted in the park.

2. A utility building shall be of a design in harmony with the home which it serves, be constructed in a good and workman-like manner and be painted or stained to blend in with the home. Utility buildings shall be kept in good condition and repair. No new or newly acquired utility buildings shall be less than 8' x 8'. **Management shall be consulted for proper location on lot.**

c. Cabanas, Porches and Awnings

No cabana, porch, or awning shall be affixed to any home

d. Fences, Steps, and Skirts

1. Fences are not permitted.
2. The homeowners shall maintain all steps and skirts in good condition and repair.
3. Steps to the home shall be subject to the written authorization of the park and porches or patios shall be constructed of sturdy precast concrete or of attractive wooden or aluminum materials. Concrete blocks are not acceptable.
4. Porches, skirting, and screening are the property of the homeowners. However, if any such item remains on the premises for more than fourteen (14) days after any home is removed from the premises; any such items shall be disposed of by the park.
5. New skirting is permitted and repairs are allowed so long as they are authorized in advance in writing by the park and shall be pre-finished aluminum or vinyl skirting with vent panels. The skirting must be designed for manufactured housing with interlocking panels and a top track to accommodate movement of the panels caused by weather changes.

e. Maintenance of the Premises

1. Lawns, Trees and Shrubbery

- a. The homeowner shall;
    - (i) Keep grass mowed and free of weeds and debris and seed bare spots.
    - (ii) Remove grass, weeds, and debris from around trees, shrubbery and gardens.
    - (iii) Keep gardens neat and well cared for. If a homeowner desires a garden, he/she shall obtain written permission from the park. If a garden is not in use or the home is to be sold it must be restored to lawn, at the homeowner expense.
  - b. In the event that a homeowner fails to comply with these requirements, the park may perform the work after ten (10) days' written notice to the homeowner and bill the homeowner for reasonable services rendered, at prevailing rates.
2. Driveways, Walks, Porches, Patios, Driveway Lights:
- a. The homeowner shall keep the driveways, walks, porches, railings patios, and driveway lights neat and in good condition and repair at all times.
  - b. The homeowner shall keep the porches and railings in good condition and repair and painted in harmony with the color of the home.
  - c. The homeowner shall remove ice and snow from driveways, walks, porches and patios.
3. Septic systems;
- a. Any above ground plumbing will be the responsibility of the homeowner.
  - b. Sanitary pads, food, grease, disposable diapers, cigarettes should never be flushed into the plumbing and should otherwise be disposed of with trash. The expense of

clearing a blocked sewer line will be the homeowner's if it is determined that the cause of the blockage was from homeowner misuse. The homeowner shall not put grease down the sink. This will clog pipes and cause unnecessary expense to the homeowner. Grease should be placed in a container and thrown out with trash.

f. Rubbish and Junk

1. Rubbish, trash and properly wrapped garbage are to be deposited only in appropriate closed receptacles which shall be covered at all times and kept in areas designated by the park. Space around and under the home shall be kept neat and free of rubbish.
2. Trash containers shall be moved to the street for collection only on collection days and put all in one place by the street for removal. After the trash has been collected, the container shall be returned promptly to the designated areas.
3. Abandoned, unused or rusting material, or other types of junk, shall not be permitted on the premises.

g. Clotheslines and Reels

1. Umbrella type clothes reels are permitted upon written permission of the park.

XIII. MOTOR VEHICLES, BOATS

a. Passenger vehicles

1. Only registered and state-inspected vehicles in good repair and condition shall be kept in the park.
2. Only the number of vehicles that will fit, at the same time, in the paved parking area provided, but no more than three (3) are allowed for each home. All vehicles in

driveways must be parked clear of all paved roads by a minimum of 24 inches.

3. No maintenance or repairs, including but not limited to oil changes, shall be performed on vehicles in the park.
4. Damage to paved parking areas caused by leaking gas or oil from vehicles shall be the responsibility of the homeowner.
5. Vehicles shall be operated at a reasonable speed at all times not to exceed ten (10) miles per hour. Violation of the speed limit may result in the commencement of eviction proceedings.
6. A penalty charge of \$50.00 shall be assessed for each month, or part thereof, that a violation of this paragraph is permitted by the homeowner to exist, after thirty (30) days' notice to the homeowner. Payment of the \$50.00 penalty charge or any other amount shall not have the effect of curing the rule violation so as to prevent or delay the lawful eviction process for a violation of park rules.

b. Commercial and Recreational Vehicles; Boats

1. Commercial vehicles and recreational vehicles, including trailers, boats, motor scooters, motorcycles, motorbikes, snowmobiles, and motorized go-carts are not permitted to be kept in the park without written permission from the park.
2. A penalty charge of \$50.00 shall be assessed for each month, or part thereof, during which any prohibited vehicle or boat is kept within the park, after thirty (30) days' notice to the homeowner. Payment of the \$50.00 penalty charge or any other amount shall not have the effect of curing the rule violation so as to prevent or delay the lawful eviction process for a violation of park rules.

c. Parking

1. Vehicles shall be parked only in driveways.
2. Vehicles parked in the street or in unauthorized places are subject to being towed away at the homeowner's expense, after notice to the homeowner.
3. Visiting guests unable to park in homeowner's driveway may be requested to park in other areas.

XIV. CHILDREN AND GUESTS

- a. The conduct of children, visiting children, and guests in the park shall be the responsibility of the homeowner.
- b. CHILDREN ARE NOT PERMITTED TO PLAY IN THE STREETS, FOR THE CHILDREN'S SAFETY AND WELL BEING OF ALL THIS RULE WILL BE ENFORCED WITHOUT EXCEPTION AND CONSIDERATION OF AGE.
- c. No one is allowed to play on or cross other homeowner's homesites without permission from the person or persons renting said lot.
- d. All children's toys (regardless of persons age) must be stored inside when not in use and in all cases at the end of each days use.
- e. Basketball hoops, trampolines and swimming pools of any size are prohibited.

XV. PETS

1. A homeowner shall be allowed to keep a pet(s) **only** as specifically authorized by these rules or as specifically and expressly permitted by way of written authorization from

the park.

2. If a homeowner has a disability or any other medical need for a pet, written verification of (i) the need for the pet and (ii) the pet's certification as a service animal shall be provided to the park prior to bringing the pet into the park.

3. Homeowners may keep a pet which remains entirely within the manufactured housing unit and normally require no outside facilities, so long as the pet does not create a nuisance, endanger any other homeowner in the park, or otherwise impair the health, safety, and/or wellbeing of any other homeowner in the park.

4. Approval of any pet is contingent upon (i) completion of a "Pet Identification" card; (ii) proof of any and all required licenses for the pet; (iii) certification from a licensed veterinarian that the pet (a) is in good health, (b) has received all required immunizations, and (c) has been spayed or neutered; and (iv) proof of liability insurance sufficient to cover any liability from the pet's actions.

5. The following breeds of dogs are strictly prohibited: Akita, Alaskan Malamute, American Bulldog, Bandog, Boxer, Bully Kutta, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, German Shepherd, Great Dane, Gull Dong, Japanese Tosa, Mastiff, Pit Bull Terrier, Presa Canario, Rhodesian Ridgeback, Rottweiler, Siberian Huskie, Staffordshire Terrier, Wolf-hybrids

6. Any dog that is known to be a nuisance, to have bitten any person or have any other bite history, to be aggressive, or to otherwise present any danger to others is strictly prohibited.

7. Any dog that bites someone during its owner's residency must be removed from the



park upon request of park management.

8. No pet shall be tied outside.
9. No pet shall be left unattended outside of the home at any time.
10. No pet shall be left outside at night.
11. Doghouses, outdoor cages/kennels, and any other outdoor enclosures of any kind intended to house or otherwise contain any pet or other animal are strictly prohibited.
12. Whenever any pet is outside the home, the pet must be kept on a leash.
13. Any pet or other animal found loose in the park is subject to being picked up by the Animal Control Officer and taken to the Humane Society.
14. Animal waste deposited anywhere in the park must be removed immediately by the person responsible for the animal, and pets are not permitted to use other homeowner's lots for such purpose.
15. If any homeowner is in violation of these rules, the park management will give the homeowner written notice of the violation and an opportunity to comply. If the violation continues for more than thirty (30) days or recurs at any point, the park may require removal of the pet from the park.
16. If the homeowner has an unregistered cat or dog, or any animal not permitted by the park rules, the park will require its immediate removal from the park, and may seek removal of any such animal from the park without prior notice to its owner or caretaker.
17. The park reserves the right to require immediate removal of any pet that bites, or otherwise injures a person or other pet or is deemed in the sole discretion of park management to be a nuisance or a threat to the health or safety of other homeowners.

18. Any violation of this rule may subject the homeowner to a penalty assessment of ten dollars (\$10.00) per month after 30 days' notice.

19. As with other rules, non-compliance with the park's rules on pets shall be grounds for eviction after notice and an opportunity to come into compliance. Payment of the \$10.00 assessment shall not preclude, delay, or otherwise impact the park's ability to seek an eviction for violation of the pet rules.

20. Any homeowner who, prior to the effective date of this rule, was authorized in writing to keep a pet shall be exempt from this rule so long as that pet is alive, remains in the same home, and is otherwise in compliance with the park's pet rules, specifically including, but not limited to the pet **not** creating any nuisance, endangering any other homeowner in the park, or otherwise impairing the health, safety, and/or wellbeing of any other homeowner in the park.

## XVI. SIGNS

1. Commercial signs of any type are not permitted in the park.

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

- a. A maximum of two (2) "For Sale" signs of reasonable size (not to exceed 216 square inches) and quality, representing bona fide offers to sell a home, are permitted to be placed on or in a home. Any "For Sale" sign shall be limited to the words "for sale", along with the name, address, and telephone number of the seller, or the name, address, and telephone number of the seller's agent or representative. Any "For Sale sign shall be promptly removed when the home

is no longer being offered for sale.

- b. The homeowner shall notify in writing the park of his intent to place “For Sale” signs on or in his home prior to so acting and shall renew the notice in writing every thirty (30) days thereafter.
- c. Such signs shall be posted only in windows or on the side of the home and such manner as not to unreasonably detract from the appearance of the park.
- d. “For Sale” signs shall be removed within twenty-four (24) hours of the time when a home is no longer offered for sale.

## XVII. NOISE

### a. Personal Conduct

- 1. Homeowners and their guests shall conduct themselves in a reasonably quiet manner so as not to disturb others.
- 2. Noise levels shall be reduced after 10 p.m. for the benefit of all homeowners.
- 3. Homeowners shall be responsible for the conduct of their guests.

### b. Vehicles

- 1. All motor vehicles shall have properly maintained muffler systems.
- 2. No motor vehicle engine of any kind shall be unnecessarily raced or gunned at any time.

## XVIII. SALE OF HOME

- a. The homeowner shall have the right to sell his home in place, subject to the following

conditions and procedures:

1. Seller financing is not permitted.
2. The homeowner shall be in compliance with all park rules.
3. The homeowner shall immediately notify the park in writing of his intention to sell his home.
4. Within seven (7) days of park receipt of written notice, the homeowner shall permit the park to inspect the home, including all structures appurtenant thereto, to determine all of the repairs, improvements, and/or any other modifications that will be required for approval of the sale. The park shall provide a list of all such repairs, improvements, and/or any other modifications within fourteen (14) days of receiving written notice of the attempt to sell required by Section XVII, 2. If the home is not sold within ninety (90) days after the park provides the list, then the park may require additional repairs, improvements, and/or other modifications of any defective condition(s) which have arisen since the park's initial response.
  - (i) The home shall conform to the rules and be in safe and sanitary condition. The following factors will be considered; exterior, appearance, cleanliness, neatness, paint, windows and frames, doors, and maintenance and other factors normally taken into consideration in appraising a mobile home. The appearance of the home must not be contrary to the lawful aesthetic norm of the park.

The home should not have any flaking paint, broken windows, unsightly awning, etc. The skirting shall be in good condition and repair and painted where necessary in a color harmonious with that of the home.

- (ii) Any addition or utility building shall conform to the Rules or be removed. Any addition or building permitted to remain shall be in good condition and repair and properly painted to blend in with the entire setting of the lot.
  - (iii) Any porch, cabana, awning, or other item permitted to remain shall be in good condition and repair and properly painted to blend in with entire setting of the lot surrounding lots.
  - (iv) All steps shall conform to the Rules or be removed and new, approved steps installed. Steps and handrails must be in good repair and in compliance with any and all applicable buildings codes and standards.
  - (v) Lawns shall be properly mowed and trimmed; weeds shall be removed from around the trees and shrubs. Driveways and walks shall be neat and in good condition and repair.
  - (vi) All utility connections shall be carefully examined to determine that they are operating correctly. If they are not, appropriate modifications shall be made.
5. The park may require as a precondition to allowing the home to remain in the park upon resale that the unit and outbuildings be safe, sanitary and in conformance with aesthetic standards related to maintenance and repairs of deteriorating or defective features of the home.
6. The homeowner shall have any potential purchaser who wishes to have the home remain in the park after the sale complete an application furnished by the park. By completing the application the potential purchaser consents to a credit check including through a credit reporting agency. The potential purchaser must comply

with the following requirements:

- (i) Total occupancy shall not exceed the limits of the Rules.
  - (ii) All other requirements of the Agreement and Rules shall be complied with.
7. The park shall meet with the potential purchaser prior to occupancy. The park shall either approve or disapprove the application and shall notify the applicant in writing of its decision within 14 calendar days of receipt of the prospective buyer's completed application for tenancy, setting forth the reason for the park's refusal to approve or indicating the park's approval of the prospective buyer as a park tenant. If the prospective buyer is denied, the park shall, upon request of the seller, send a notice of the denial to the seller that does not disclose the reason therefor.
8. If approved, the applicant shall sign an agreement prior to deed transfer of the home. In addition, any required repairs, modifications or changes shall be completed prior to deed transfer or occupancy. The applicant shall also sign a waiver of homestead form prepared by the park and park rules prior to occupancy.

#### **XIX. OCCUPANCY LIMITATIONS**

NO HOME IN THE PARK SHALL BE OCCUPIED BY MORE THAN FOUR (4) TOTAL PERSONS OR BY MORE THAN THREE (3) ADULTS, at least one of which must be the owner of the home or leasing the home directly from the park. All homes in the park are considered single family dwellings. Septic systems are designed and approved for 2 bedroom units only. (Maximum of 4 persons.) If it is discovered that more than 3 adults are residing in a manufactured home, an additional charge equal to ten percent (10%) of the gross monthly

rent for every adult in excess of the permitted number of 3 shall be added as additional rent for each month where the number of adults residing in manufactured housing exceeds the 3 adult limit established by these park rules. Failure to pay the additional rent charge shall constitute a failure to pay rent, shall be subject to the same late charge referenced in Section XX of these rules, and shall be cause for the park to move forward with an eviction for nonpayment of rent. All collection including eviction costs (lawyer fees, sheriff and Court costs, certified mail etc.) will be charged to the homeowner. However, payment of the additional rent charge shall **not** have the effect of curing the rule violation so as to prevent or delay the lawful eviction process for a violation of park rules.

#### XX. RENT

All rents are due monthly and payable on the first day of the month in advance (for example, rent for the month of May is due on May 1). The monthly charge of \$385 is for each individual calendar month and does not include the first day of the following month. A \$15.00 fee will be charged if rent is paid after the seventh (7<sup>th</sup>) day of the month, or if a check is returned due to insufficient funds. All collection including eviction costs (lawyer fees, sheriff and Court costs, certified mail etc.) will be charged to the homeowner. All checks shall be made payable to: Hammond Village, P.O. Box 907, Raymond, N.H. 03077. PLEASE TAKE NOTE THAT 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.

#### XXI. ENFORCEMENT

Enforcement of these rules shall be the responsibility of the park. Violations should be reported in writing to the park. Any violation of a provision of these Rules shall be corrected within a reasonable time and in any event no later than thirty (30) days following the delivery in hand or first class mail, postage prepaid, of notice of such violation. The park may terminate this Agreement and commence eviction proceedings in the event the homeowner fails to cure. The homeowner shall be liable for any and all costs related to enforcement of the Rules and Regulations of Hammond Village including but not limited to all court costs and reasonable Attorney's fees.

#### XXII. WAIVER

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

#### XXIII. Amendments

Amendments to these Rules may be made at any time by the park, and copies of such amendments shall be distributed to homeowners. Such amendments shall become effective ninety (90) days after notice is given to homeowners and immediately effective for all prospective homeowners moving into the park.