



# GARDEN HOMES MANAGEMENT CORPORATION

## NEW HAMPSHIRE PARK RULES AND REGULATIONS

### 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.

- 1. Rental Payments and Late Charges.** Your rent is due on the first day of each month in advance. If not received by us on the 10th day of any month, a 5% additional late charge shall be added to the rent. The rent may also be increased (during a 12 month lease) by the landlord, when and if permitted by the municipal rent leveling board (or by a decision of a competent court on an appeal of the boards decision) and is subject to increase due to any tax, utility or other surcharge pass through whenever authorized by the code of that municipality or by State Statute.
- 2. Method of Rental Payments.** You shall pay the rent by check or money order made out and sent to Garden Homes Management Corp., 29 Knapp Street, P.O. Box 4401, Stamford, CT. 06907 by mail. You shall not pay the rent in cash. If your name, address and site number are not printed on your rent check, you shall indicate your Community and site number on its upper left hand corner so that we may give you proper credit for your rent. All rental payments received by check will be electronically deposited, unless you pay by a non-consumer type check. If you wish to opt out of this program, you may pay by money order or a travelers check. We shall not send you any monthly bill or receipt for the rent. Your canceled check or bank statement shall be your receipt. Third party checks will not be accepted.
- 3. Bad Checks.** If a personal check that you have sent to us in payment of the rent is returned by the bank unpaid, we may elect to electronically re-present your check up to two more times. You shall be responsible for an additional returned check charge of \$20 for each time it is returned, which fees may also be collected electronically. If such

checks are returned on two occasions, we shall no longer accept your personal checks and all subsequent rental payments by you shall be by cashier's checks, money orders or certified personal checks.

4. **Security Deposit.** If you have paid a security deposit in connection with your occupancy, upon your vacancy, we shall return the security deposit to you within 30 days of your written request, so long as you have carried out all of the terms of these rules. We shall pay you interest on your security deposit in accordance with law. Your security deposit is in an interest bearing account at Bank of America in the name of Garden Homes Management Corporation – Mobile Home Park Security Account. In the event that you fail to pay the rent or late charges or fail to carry out the other terms of this lease, we shall apply all or a portion of the security deposit for any of these purposes.
5. **Termination of Lease by Resident.** Should you decide to physically remove your home from the Community, you may do so upon not less than 90 days advance written notice to our office. The removal of your home must be done by a party that is properly licensed and insured to perform this type of work. Upon completion of such removal, your site must be left in a clean trash-free condition with all sheds, additions and personal property removed from the Community. Assuming that you have given us the proper notice and left your site in clean condition, your Lease shall terminate and your obligation to pay rent shall terminate at the end of the month following the day on which you have vacated your site. And assuming that your rent has been paid through that month and you have otherwise fully complied with the terms of your lease, we shall refund your deposit together with all accrued interest within 30 days following the month in which you vacate the premises.
6. **Home and Site Maintenance.** You are responsible for the cleanliness and maintenance of your home and site. Your home, approved additions and porches, sheds, steps and fences must be properly maintained at all times and must be painted as required. Repeated failure to maintain your home and site will be cause for termination of your occupancy.
  - a. **Home:** Any home brought into the Community must have a HUD seal and lapped vinyl siding, pitched shingled roof, detachable hitch and heated with gas or electricity. In addition, it must be equipped with water-saver toilets, smoke/carbon monoxide detectors and must be anchored to the ground with hurricane tiedowns. Homes may be powerwashed provided you confirm with the resident manager that there are no existing water restrictions. Your home must be enclosed with manufactured vinyl T-Lok type skirting within 30 days after being brought into the Community, upon resale, or upon 30 days written notice to replace existing skirting that is in disrepair. Skirting must be properly maintained at all times thereafter. Hitches are to be removed or enclosed with skirting. Each home is to be equipped with both front and rear steps. Window air conditioners are to be properly installed and supported. Your home must be clearly identified with its site number. Oil tanks and stands must be painted to match your home and located in the rear of your site. Propane gas tanks, satellite dishes and TV antennas must also be installed at the rear of your home. You shall keep an approved 2 ½ lb. Class B or C fire extinguisher in operable condition and readily accessible in your home. Hitches and axles must remain with and be stored under the home.
  - b. **Homesite:** In certain communities where permitted, picket fences, aluminum awnings, carports, outbuildings, additions, mini satellite dishes and any other homesite improvements may be constructed, only with the advance written approval at the location specified by our Stamford office. All approved additions must match the existing home, be factory built and removable. You shall also be responsible for obtaining all municipal permits required for any proposed improvements on your site after you have obtained our approval for them. These permits must be posted during construction. All new sheds must be lapped vinyl or Texture 111 sided to match your home with pitched shingled roof, or in the alternative, factory built of aluminum. Steel, chipboard and particle board sided sheds are prohibited. Decks must be constructed with pressure treated lumber and fully enclosed with lattice or vinyl skirting to match the existing skirting on your home. If an improvement must be moved (due to snow plowing, utility line repair, etc.), it must be moved at your own expense. Only clotheslines of the umbrella type are permitted. If you have prior written permission for a basketball hoop, it is to be kept in your driveway, not in the community roadways. Hot tubs, pools, ponds, fountains, skateboard ramps, trampolines, outdoor fireplaces/bonfires and transmitting antennas are prohibited. All outdoor furniture is to be properly maintained and kept in a clean and orderly fashion. Any lawn on your site must be mowed as required (not to exceed 4" high) and small trees and shrubs must be properly trimmed. If you fail to properly maintain/mow your lawn, we have the option to mow your lawn and assess a fee which will be deemed as additional rent. Driving and parking on the lawns is prohibited. Shoveling snow from



driveways or parking areas back into the roadways is prohibited. Trees may not be removed without the expressed written consent of the Stamford Office. Nothing is to be attached or hung on trees or Community property.

c. **Utilities:** You are also responsible for the proper maintenance of water and waste lines between your home and ground level and must heat tape water lines. You are responsible for any repairs to these lines resulting from freeze ups, stoppages or leaks as well as the resulting overflow from these lines. Running water to prevent freeze ups is strictly prohibited. You are also responsible for maintaining and repairing the electrical line between your home and the electric meter or the first disconnect. Upon your failure to make such repairs, we shall have the right to make them and our charge for this work shall immediately become due and payable from you as additional rent.

7. **Oil and Gas Storage Tanks.** You shall replace any oil or gas storage tank on your site or used in conjunction with your home which shows any sign of wear or when such tank reaches the manufacturer's life expectancy or upon the resale of your home in the Community unless the existing tank is already above ground, UL outdoor rated and in good condition. All new above ground tanks must be built on a concrete pad with a retention basin and must satisfy all state and federal regulations for above ground storage tanks related to corrosion protection, release detection systems, overflow protection and/or spill containment. You shall indemnify and hold us harmless from any liability for fees, costs or damages of any nature caused to us as a result of your use, possession, repair or replacement of any such tank. You remain the owner of your fuel tanks including underground tanks and shall be responsible for their hook-up and maintenance. You shall also be responsible for any gas hook-up, notwithstanding the fact that the gas company may own the gas tank itself. You shall be responsible to keep all fuel tanks free from all rust and properly painted and leveled. It shall be your responsibility to clean up any ground that has been contaminated due to fuel tank leakage.
8. **Trash.** Garbage must be placed in plastic bags inside a covered trash can placed at the back of your home. In the event that curbside garbage service is provided, cans shall be returned to the back of the home by evening of the pickup day. If dumpsters are provided, only household garbage placed in plastic bags may be deposited in them. You must bring discarded furniture, appliances and other large items to the local dump. If a recycling program is implemented, you are responsible for full compliance including the cost of any special containers that are required in conjunction with the recycling program.
9. **Motor Vehicles.** You must park your vehicle adjacent to your home in the space provided or in designated parking areas. Any extension of parking areas or curbing must be approved by the Stamford office in writing. In communities where there is limited parking facilities, only two vehicles per household may be parked on the community premises. Parking spaces may have to be temporarily relocated to accommodate infrastructure repairs or snow removal. Unlicensed or inoperative vehicles are also prohibited and are subject to towing at the owners expense. Trucks larger than pickups, campers, boats, commercial vehicles or equipment and trailers may not be kept in the Community unless they are kept in an area so designated for such storage. Loud motorcycles and mufflers, mechanical repairs and washing of vehicles are prohibited. Mini-bikes, snowmobiles, dirt bikes and all terrain vehicles are to be properly stored in a shed and may not be ridden in the Community. The speed limit in all Communities is 7 MPH unless posted otherwise. It is everyone's responsibility to drive safely. Watch out for children and caution your guests to obey the speed limit. Driving in the wrong direction on one-way streets is prohibited. Repeat violators of the one way directional signs and other community traffic regulations will be subject to fines and/or eviction.
10. **Wells & Septic Tanks.** Because most of our Communities are serviced with these types of utilities, it is essential that water not be wasted and that toys, towels, diapers, hair, cigarette butts, sanitary napkins, rubber products and garbage be disposed of as refuse and not in the septic system. Lawns may be watered for no more than thirty minutes with a hand held hose. Sprinkler systems are not permitted. Water use may be restricted during periods of drought.
11. **Excessive Water Consumption.** Excessive water consumption is defined as usage in excess of 4,500 gallons per calendar month per home in those Communities where water is provided by us by subsurface wells or from public sources. If we have installed submeters in your Community, the following provisions shall apply to water consumption:

- a. The basic site rent for each home shall include consumption of up to 4,500 gallons of water per month except where actual water consumption is separately paid by you in addition to the rent.
  - b. Any home for which consumption exceeds 4,500 gallons in a calendar month shall be subject to the following surcharge above the basic rent:
    - (1) For the first 1,500 gallons (up to 6,000 gallons total), there shall be imposed a surcharge of \$2.50 for each 100 gallons or portion thereof.
    - (2) For any consumption above 6,000 gallons, there shall be imposed a surcharge of \$2.50 for each 100 gallons or portion thereof for the first month in which such consumption occurs and \$5.00 for each 100 gallons or portion thereof for any consecutive subsequent month in which such consumption occurs.
  - c. Surcharges for excessive water consumption shall be payable within 30 days of billing and may be paid with the next month's rent. Such surcharges shall be deemed to be additional rent and the nonpayment of such surcharges shall be treated in the same manner and result in the same penalties as unpaid rent.
  - d. Notwithstanding the foregoing, if you use in excess of 350 gallons of water per day as a result of a leak or for any other reason, whether or not your home is individually metered, you shall be subject to additional fines unless your consumption is reduced to below 350 gallons of water per day within such notice period.
12. **Public Utilities/Taxes.** In Communities where a public utility or tax authority directly issues you a bill to pay and is not included in your rent, Garden Homes may be required to make payment on your behalf if you fail to do so. You in turn are responsible to reimburse Garden Homes for these fees paid including penalties and late charges. All such payments are deemed "additional rent" and payable upon demand. Nonpayment of this "additional rent" shall be treated in the same manner and result in the same penalties as unpaid rent.
13. **Ownership and Occupancy of Home.** You have represented to us that you are the owner of the home. Any transfer of the title to your home or change of occupancy to any other party without our prior written consent is prohibited and shall terminate your tenancy. Your home shall be occupied only for residential purposes by you and the persons whose names are indicated in the application for lease as originally completed by you and any children born in occupancy. Occupants not listed will be considered visitors. Visitors must be registered with the Community Manager. Visitors are persons staying more than 30 days. Management reserves the right to reject visitors who violate Federal, State or local laws or ordinances. If you violate this provision, or if you use or permit your home or site to be used for business purposes or any unlawful or illegal purpose or commit any illegal or unlawful act on such property, your tenancy shall immediately end and you shall remove your home at once from the Community. The maximum occupancy of each home shall be four persons for the basic homesite rent as set by us for your site from time to time. Should more than four persons occupy your home, we shall have the right to impose a reasonable surcharge to reflect the added costs of servicing your home. Any change in lien holder or mailing address must be submitted to the Stamford office in writing.
14. **Sale or Subletting of Home.** Assignment of your lease to any other person without the Landlord's written approval is prohibited. The sale or subletting of your home is permitted only after a pre-sale inspection and with our advance written consent as provided by law. Only homes which meet the physical and aesthetic standards of the Community as defined under Paragraph 6 will be permitted to remain on the homesite. Where subletting is permitted, only homeowners in good standing will be permitted to sublet their home. In the event you wish to sell or sublet your home, you must notify us in writing 20 days in advance. Each resale approval is valid for 6 months. The prospective new owner/tenant must then complete, sign and submit an application for residency to us so that we can exercise our right of approval or disapproval. We shall have the right to interview the prospective new owner/tenant. Our right of approval shall not be unreasonably withheld. In conjunction with such transfer, your prospective owner/tenant shall pay us a processing fee of \$50 to cover our administrative costs incurred in connection with processing the application including credit checks, telephone calls and other office and overhead expenses. Signs or advertisements offering your home for sale or rent may only be placed after prior written approval from our Stamford office. Where certificates of occupancy are required by the municipality, they must be obtained prior to occupancy by the new owner/tenant. In New Jersey Communities, all homes must have both smoke/carbon monoxide detectors and be anchored before a transfer of ownership or change of occupants occurs.

15. **Behavior.** You are responsible for the behavior of your home's residents and your guests. All outside activity must be restricted to your own homesite unless you have the permission of other residents. Children are not to play near any service facility such as sewer clean outs, mailbox area etc. Loud parties, excessive volume of radios, TVs or musical instruments are not allowed. No use or display of fireworks, firearms, BB guns, knives or other potentially dangerous devices are permitted. Intoxication, exposed alcohol, disorderly conduct, profane language or behavior, loud singing or talking will not be tolerated. While loud noises are never permitted, between 10:00 P.M. and 8:00 A.M. shall be treated as very quiet hours. Baby-sitting or daycare services within the Community for children who do not reside there is prohibited as is peddling or soliciting.

The following are grounds for immediate termination of tenancy: any activity, criminal or otherwise, that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; any activity, criminal or otherwise, that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any activity, criminal or otherwise, that threatens the health or safety of any on-site property management staff responsible for managing the premises; or any drug related activity, criminal or otherwise, on or near such premises, engaged in by the resident, any member of the resident's household, or any guest or other person under the resident's control.

16. **Pets.** All pets in homes at the time the Community was acquired by us may be retained so long as written complaints concerning them are not received from other tenants of the Community. Except for the foregoing, outdoor pets are not permitted in any Community. Small dogs (non-aggressive breeds under 25 lbs.) or cats, which may be permitted in certain Communities subject to prior written approval by our Stamford office, must be kept indoors except when being walked on a hand held leash. They are never to be tied, fenced, caged or housed outdoors in doghouses. In Communities where pets are permitted, the limit shall be one pet per home. Pet owners must clean up after their pets or will be subject to fines which shall be deemed "additional rent" and is payable upon demand.

17. **Resident Responsibility for Damages.** If any damages are caused to our property or equipment in the Community by you or by your family, visitors, or any of your agents, you shall be responsible for these damages. These damages shall be measured by the cost of restoration or replacement resulting from your acts. These damages shall be considered additional rent due 10 days after we have submitted our written demand to you for them. Our demand shall be accompanied by information setting forth the cost of repair or replacement. You are also responsible for any damage to property, injury or loss that occurs to you, your family, invitees or guests for whatever reason.

18. **Landlord Not Liable for Damages.** We shall not be liable for any damage or injury to you or any other person or to property as a result of water, rain, snow, gas or electricity which may leak into or enter your home. We shall not be responsible for personal property damages resulting from relocation due to infrastructure repairs or construction. We shall not be liable for any damage or injury to you or any other person or to property as a result of any broken pipes, plumbing or electrical lines which are in or serve your home. We shall not be liable for any loss of property or injury to you or any other person which occurs as a result of any burglary, robbery, theft or other wrongdoing committed by any person. You shall hold us harmless and indemnify us for any losses or damage to property or injuries to persons caused by you, your family, agents, employees, guests, licensees and invitees, or resulting from the use and occupancy of your home, your leased site or the common facilities of the Community. This does not apply to any act of negligence by us, provided that any claim for damages is reported to us within 72 hours after its occurrence.

We have made no representations, written or oral, concerning the safety of the Community or the effectiveness or operability of any security devices or security measures. Furthermore, we do not guarantee the safety or security of residents, occupants or their guests or invitees against the criminal or wrongful acts of third parties. Each resident, occupant, guest and invitee is responsible for protecting their own person and property.

19. **Insurance.** You shall provide your own homeowners insurance coverage for loss due to fire or other casualty, including comprehensive personal liability in a minimum amount of \$100,000, and fire and extended coverage on your home in a minimum amount of \$5,000. You acknowledge that we have no responsibility for your insurance. Proof of this insurance shall be provided to us upon request.



20. **Eviction for Non Payment, Attorneys Fees and Additional Rent.** If you fail to pay the rent and/or "additional rent" by the 10th day of the month when due, we may at any time thereafter sue you for the rent and institute proceedings to evict you and your home from the premises or use any other legal remedy available to us, to collect the money or acquire possession of the rented property. If we proceed with an eviction action, we shall have the right to have rent and any other moneys due as well as reasonable attorneys' fees, all of which are called "additional rent" and must be paid by you if you want to have the eviction action dismissed. In addition, in the event we proceed with any formal action to collect any amount due and owing from you, you agree to pay reasonable attorneys' fees in connection with that action, plus all actual costs expended by us in connection with that collection action. The attorneys' fees and costs incurred in a collection action are also called "additional rent". Payments must be in the form of a money order or certified check, no personal or third party checks will be accepted.
21. **Eviction for Other Violations.** If you fail to carry out any of the other provisions of these rules, we may give you written notice to comply with them. If you fail to comply with our notice within the time so specified, we may then cancel your tenancy and you shall remove your home from the premises but you shall continue to be liable to us for any cost or losses we incur as a result of your failure to comply with these rules. These costs and losses shall include any reasonable attorneys' fees that we incur in connection with our action to enforce these rules, including costs of eviction if it shall be necessary.
22. **Landlord's Right to Entry.** For the protection of all residents of the Community, you agree that we and our agents, employees or other representatives, shall have the right to enter into and upon the leased space or manufactured home during reasonable hours for the purpose of repairs, maintenance and inspection. However, this clause shall not be construed to create an obligation on our part to make inspection or repairs. Except in the event of an emergency, we shall give advance notice of our intention to enter the manufactured home for repairs, maintenance or inspection.
23. **Governmental Rules and Regulations.** In addition to our rules, you will also comply with all rules, regulations, ordinances and laws of the municipal, county, and state governments or public authorities and of all their departments, bureaus and subdivisions applicable to and affecting the leased space and your home as well as their use and occupancy during the term of this lease. You shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters, local, state and federal authorities.
24. **Landlord's Reservation of Rights.** We reserve the right to locate and maintain, on, under and across the leased space, such utility line facilities as may be necessary or convenient to serve you and other tenants in the Community including water lines, television lines, sewer lines, gas tanks and such facilities as needed. Exercise by us of such reserved right shall not unreasonably interfere with your use of leased space. We also reserve the right to install and maintain traffic control signs, street signs, or other signs we deem necessary and to decide their location. We also reserve the right to move your home, if such a move is necessary while making necessary repairs on the leased premises.
25. **Subordination of Lease and Power of Attorney.** You agree that this Lease is automatically subject and subordinate to any renewal of any mortgage or mortgages now on the premises or any new mortgage or mortgages. You agree, upon our request, to sign any paper or papers which we may deem necessary to accomplish subordination.
26. **Federal Crime Insurance.** You may secure information regarding federal crime insurance from the Federal Crime Insurance Bureau, P.O. Box 41033, Washington, D. C. 20014. The telephone number is (800) 683-8780.
27. **Notices.** Any notice by either party to the other shall be in writing and shall be either delivered personally or mailed postage prepaid to you at your home site and to ourselves, Garden Homes Management Corporation, at 29 Knapp Street, P.O. Box 4401, Stamford, Connecticut 06907.
28. **Amendments.** These rules may be amended from time to time by us on written notice to you or by posting detailed rules and regulations governing the time and manner of operating all community recreational and common facilities. They shall be a part of the rules and therefore, of your lease.
29. **Saving Clause.** In the event that any provision or portion thereof shall be determined to be unenforceable, the balance of such provision and all other provisions hereof shall continue to be in full force and effect.