



## LAMPLIGHTER MOBILE HOME PARK, LP COMMUNITY RULES AND REGULATIONS

EFFECTIVE: June 1, 2017

LAMPLIGHTER MOBILE HOME PARK, LP  
PART OF THE HYNES GROUP OF PROPERTIES

125 LAMPLIGHTERS PARK, NORTH CONWAY, NH 03860 – 603-447-5720

**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.**

REVIEWED: MANAGER \_\_\_\_\_/TENANT \_\_\_\_\_

## COMMUNITY RULES & REGULATIONS

### INTRODUCTION

The owner of Lamplighter Mobile Home Park, (referred to herein as the “Park” or “Community”) intends to maintain and operate this Community as a quality residential community. It is the purpose and intent of these Rules and Regulations (also referred to herein as the “Rules” or “Community Rules”) to promote the character of the Community as a peaceful, attractive and enjoyable community for all residents, and to promote order, safety, and harmony in the Community, as well as setting forth the terms of the lot tenancy for each resident. The Park’s management (“Management”) strives to render prompt and efficient service and to provide all residents with an enjoyable lifestyle in quality surroundings.

Many of these Rules are common rules of etiquette designed to make the community more enjoyable for all residents, and to promote each resident’s consideration of neighbors in the Community. Management hopes that tenants will take pride in the appearance of the Community and of their homes and lots, and will maintain them accordingly. Being able to provide personal care and attention to one’s own lot is one of the many benefits of the unique lifestyle offered at the Community.

Each person renting a lot in the Community is referred to as the “tenant” in these Rules. The term “household members” includes in all instances any tenant’s children and spouse as well as any other cohabiters or individuals authorized to reside in the tenant’s home. The term “resident” includes the tenant and any household members. “Occupant” refers to anyone occupying a lot or home thereon whether such occupancy is permissible or not.

Unless otherwise specified, all of these Rules apply equally to tenants, their household members (including children), and to any guests, invitees, or visitors. These individuals are considered to be under the control of the tenant and the tenant is responsible for any Rule violations by any of these individuals.

#### A. RIGHTS AND RESPONSIBILITIES.

**1. Equal Housing Opportunity.** Lamplighter Mobile Home Park complies with the 1988 U.S. Fair Housing Amendments Act and the "Law Against Discrimination" as contained in NH RSA 354-A, as it may be amended from time to time.

**2. Management Rights.** Management shall have all of the rights set forth by statute, as well as all rights set forth in these Rules, and all other rights and abilities that are reasonably necessary to carry out Management’s responsibilities, or that are reasonably necessary to enforce these Rules or to promote the peace and safety of the residents of the Community. Without limitation of the foregoing, Management reserves the right to inspect any lot or the exterior of any home in the Community at all reasonable hours. Resident shall cooperate with Management in providing safe access to resident’s lot and not impede or restrict Management’s access to resident’s lot.

**3. Tenant Complaints and Concerns.** Any and all complaints or concerns about Management, these Community Rules and Regulations, or other matters concerning your tenancy should be submitted in writing, signed, addressed to the Park Manager at the office located at Lamplighter Mobile Home Park, 125 Lamplighter, North Conway, New Hampshire, 03860.

If necessary, complaints may also be addressed to the Community owner through its corporate resident issue manager at: [corporate@hynesnet.com](mailto:corporate@hynesnet.com). In the event of an emergency, residents may contact the office at (603)447-5720 for emergency contact.

**4. Services Provided by Management.** Roads will be plowed by Management as may be necessary, subject to weather conditions and other matters outside the reasonable control of Management. Management is responsible for the reasonable and necessary removal or alteration of bushes or trees on each lot, and will have the right to enter on any lot and perform work related to those activities, at all reasonable times. Residents must not trim or cut limbs from any tree or bush without first obtaining specific written permission from Management.

**5. Liability and Indemnity.** Neither Management nor the Community owner is responsible for fire, theft, or damage in any manner to any home, vehicle, or other property of any resident or guest of the Community, or for any injuries to or death of any person, arising from, among other things, storm damage, flooding, plumbing, gas, water, trees, septic, snow or ice on any lot or other Community Property, or otherwise, it being fully understood that each resident uses and occupies all Community property, at his or her own risk, provided, however, that this provision shall not be interpreted or construed so as to absolve the Community Owner from liability for its own willful acts or gross negligence or that of their agents. Residents are required to maintain adequate amount of hazard, and liability insurance and provide a copy of the declaration page(s) to Management on an annual basis. Resident's failure to comply with the terms of this paragraph or provide a copy of its insurance declaration page(s) upon request shall be grounds for eviction.

Each resident shall indemnify, defend, and hold the Community Owner and Management harmless from and against any and all claims, loss, costs, expense, damages, liabilities, executions, suits, judgments, rights and causes of action of whatever kind or nature, caused in whole or in part by, arising out of, or attributable to any matter for which the resident is responsible under these Rules, including specifically in the foregoing, but not by way of limitation, all damage to property and injury (or death) to persons caused by or contributed to by the resident or resident's children, family members, visitors, guests, invitees and other cohabitants.

The Community owner and its Management shall not be responsible for any interruption of services, or damages resulting therefrom, caused in whole or in part by conditions beyond its control.

**6. Insurance Coverage.** Lamplighter Mobile Home Park carries standard property insurance. The Park's insurance policy does not cover loss or damage to the property of the Community's residents, or injury or death to any persons, in situations where the damage results from a resident's own negligence, failure to adhere to the Rules and Regulations, or any condition that is within the control of the resident. The foregoing is not intended to be an exclusive list of the items which are not covered by the Park's insurance, and additional losses, damages, or claims may not be covered for any variety of reasons. The failure to specify herein any type of loss, damage, or claim is not an admission of insurance coverage or of any liability for any such loss, damage or claim. Tenants are required to purchase their own insurance coverage for their home and other possessions for liability purposes. Policy data is to be provided at move-in and annually prior to expiration renewal thereafter.

## **B. ENFORCEMENT OF RULES.**

**1. In General.** These Rules were developed to promote the health, safety, and welfare of all residents, their household members, guests and invitees. Your cooperation in observing these rules will help to assure all residents equal enjoyment of their homes and the entire Community. The Community endeavors to enforce these Rules in a fair and consistent way. Any failure of a resident to observe and comply with any of these

Rules will be considered unacceptable behavior which may subject the resident to eviction from the Community after written notice and an opportunity to comply.

**2. Waivers.** Management strives to enforce all of these Rules in an evenhanded way that applies equally to all residents. When special circumstances arise, Management shall have the right, but not the obligation, to waive any of these Rules with respect to any one or more residents, to prevent injustice or to take due account of any special considerations. Waivers must be in writing to be effective, and signed by Management. Any waiver of one requirement or Rule shall not be deemed a waiver of any other requirement or Rule, nor shall a waiver for the benefit of any particular resident be deemed a waiver for the benefit of any other resident or individual.

**3. Violations.** Any Tenant or Resident who has committed or is responsible for any violation of these Rules will receive a written violation notice from Management. Any violation of a provision of these Rules must be corrected within the time specified in the notice, failing which Management may commence eviction proceedings in accordance with RSA 205-A:4, as that statute may be amended from time to time. Nothing contained in the Rules shall require Management to provide Tenant or Resident with more than one (1) written violation notice and a reasonable opportunity to comply before eviction proceedings are commenced.

**4. Termination of Tenancy.** Please consult RSA 205-A:4 for the full text of the statute, as it may be amended from time to time.

The following is a summary of just causes for eviction as of implementation date of these rules:

- a. Nonpayment of rent, utility charges, or reasonable incidental service charges.
- b. Failure to comply with local ordinances or state or federal law or regulations relating to manufactured housing or manufactured housing parks, after written notice of non-compliance and a reasonable opportunity to comply.
- c. Damage to Community property, reasonable wear and tear accepted.
- d. Repeated conduct on the Community premises which disturbs the peace and quiet of other residents.
- e. Failure to comply with reasonable written rules and regulations of the Community after written notice of non-compliance and a reasonable opportunity to comply.
- f. Condemnation or change of use of the Park.

Management prefers to avoid evictions whenever reasonably possible. However, Management also strives to maintain the Community as a safe, attractive, and healthy environment for all residents, and Management will evict residents when necessary, after notice and an opportunity to comply. All residents are encouraged to pay their rent and other charges on time, and to be sure to observe all Community Rules, and to make sure that those for whom they are responsible (children and other family members, guests, and invitees, etc.) also observe all of these Rules. Residents are subject to eviction not only for their own actions and behavior, but also for the actions and behavior of others for whom they are responsible under these Rules.

**5. Delay in Enforcement and Authority.** No delay or neglect in enforcing any of the Community Rules by Management shall operate or be deemed as a waiver of any provision thereof nor be deemed consent by the Community to such conduct or condition which violates the Rules.

No one other than the Community Manager or a representative of the Hynes Group has the authority to make any exceptions to these Rules, nor to give any approvals required to be sought by the residents herein and all of such exceptions or approvals will only be effective upon being placed in writing. Unless otherwise required by law, all such approvals shall be in the sole discretion of Management.

**6. Costs and Fees for Non-Compliance.** Residents may be subject to payment of certain fees for failure to comply with Community Rules. A resident's non-compliance with certain Community Rules, such as lot maintenance, may result in charges for services rendered such as mowing the grass if Management elects to perform the work. Resident is encouraged to consult with the Community Rate Schedule.

If the Community incurs legal costs to collect past due rent or to otherwise enforce compliance with Community Rules, the resident who is violating the Community Rules is responsible for payment of such costs, including reasonable attorney's fees, incurred by the Community. Such costs include a \$15.00 fee charged in the event the Management must serve a Demand for Rent and Notice to Quit for non-payment of rent. Costs and reasonable attorney fees may be charged to a resident who fails to pay rent or otherwise violates Community Rules whether or not a legal action is filed against the resident.

### **C. ENTRANCE INTO THE COMMUNITY.**

**1. Application for Tenancy: Need for approval prior to admission.** All prospective tenants of the Community that are eighteen years of age or older are required at a minimum to submit to and satisfactorily complete the following "background checks" with Management in advance of being approved for tenancy within the Community: a credit report check, a criminal background check, an interview, an employment verification check and reference checks with former landlords and others. Management may in its discretion request additional information from any prospective tenant or refuse or approve tenancy to any prospective tenant based on the results of the background checks performed. Approval of a prospective tenant shall not be unreasonably withheld. Management may, in its discretion, waive one (1) or more of the background checks if the prospective tenant will not be named in a deed to a home within the Community. A non-refundable application fee must be paid at the time of application for tenancy. Management will be responsible for reviewing all applications for tenancy, and will approve or deny any application for tenancy within fourteen (14) calendar days of receipt of a completed application for tenancy and fee. Applications for tenancy must be approved by Management before any prospective tenant takes title to a home or is permitted to occupy a lot within the Community. This includes any heirs or devisees of a deceased resident who wish to reside within the Community or others who acquire an interest in a home by operation of law. Any person that desires to have their name added to a deed to a home within the Community shall first be approved by Management prior to the occurrence of any deed conveyance, which approval shall not be unreasonably withheld.

**2. Approval: Conditions of Assuming Tenancy.** As conditions of beginning residency in the Community, the resident must sign a receipt acknowledging that the resident has received a copy of these Rules, the Community Rate Schedule and the Lease. The Community Rate Schedule and Lease are hereby incorporated by reference. Resident agrees to comply with all Rules and Regulations, the Lease and the Community Rate Schedule as those documents may subsequently be amended. They must also complete and sign the Community's Ownership Information Sheet, which will include the names of all residents in the home, vehicle identification, emergency contact information, and any other information that Management may deem appropriate. Each resident must notify Management within fifteen (15) days after any information on the ownership sheet has changed.

**3. Purchase of Mobile Home.** Each approved tenant buyer is responsible that the set-up and installation of the purchased mobile home on the lot, and its heating fuel tank(s) is in accordance with all applicable state statutes and regulations and any applicable local codes and ordinances. Detailed set-up standards are available from Management upon the tenant's request.

Any improvements which the tenant needs or desires to make to the home (for instance, new or expanded slabs/pad, pier column refurbishment, skirting, upgraded electrical service, water service, lawns, walkway or

driveway) will be completed in accordance with the requirements of Section J of these Rules, and all at the tenant's expense.

To any extent that Management performs or contracts for any work or materials in connection with the installation of any such improvements that will benefit the tenant, all costs incurred by Management in connection with that work must be reimbursed by the tenant on or before the tenant's move-in date.

**4. Subletting Prohibited.** Manufactured homes must be owner occupied and residents are not permitted to assign or sub-rent or sub-lease the rented lot, or any part thereof, or all or any part of any home on the lot. Tenancies are not transferable, and no lot or home in the Community shall be occupied by others unless the new occupant is approved for entrance into the Community as a resident in accordance with all requirements of these Rules. Violation of this paragraph is grounds for eviction.

#### **D. RENT AND OTHER CHARGES; PAYMENT.**

**1. Rent.** The monthly lot rental amount for each lot in the Community is listed on the Community Rate Schedule which may be revised or updated from time to time at Management's discretion and with at least sixty (60) days written notice to the tenant unless the law provides for less notice. All rent payments are due in advance, on the first day of each month. Failure to make timely payment of rent shall be grounds for eviction in accordance with RSA 205-A:4, as that statute may be amended from time to time. No "grace period" applies to the timely payment of rent or Management's right to commence eviction proceedings for failure to pay timely rent.

Tenants are not permitted to deduct or set off any amounts that they may claim are owed to them by the Park from their monthly rent payments. The date when Park Management actually receives the payment will determine when it was received for purposes of these Rules; please note that the postmark on the envelope will not be taken into consideration as to whether or not the payment is made on time. Any postdated checks will be deemed received on the later of the date of actual receipt, or the date of the check, and not before.

Rent payments are to be made to the Management's designated representative as listed on the Community Rate Schedule. If any rent payment is not received by close of business on the fifth (5<sup>th</sup>) day of the month, the tenant will be subject to a late payment penalty as noted in the Community Rate Schedule, if the account balance is \$100.00 or greater, which will be deemed as additional rent and is payable immediately.

This provision, and the corresponding provisions of the Community Rate Schedule, are intended to satisfy any requirement that a tenant be notified at the time of entering into a rental agreement that a penalty may be charged for the late payment of rent.

**2. Other Charges.** Tenants are also responsible to pay for their water usage, as measured by the meter at the service entrance to the home, as is usual in Conway Village Fire District operations, and to pay for all other charges as shown on the Community Rate Schedule attached to these Rules and incorporated into these Rules by this reference. All payments other than lot rent and late charges, such as fees from the Community Rate Schedule, and reimbursement of damage caused by tenants, their household members (including children), guests, visitors, or invitees, shall be deemed to be additional rent and are due and payable on the first day of the month after the charge was made.

**3. Community Rate Schedule.** The Community Rate Schedule is incorporated by reference into the Rules and Regulations. The Community Rate Schedule and charges outlined therein may be amended from time to time in accordance with RSA 205-A:6 or its successor statute so long as sixty (60) days advance notice has been provided to residents of the Community unless less notice is allowed by law.

**4. Additional Rent.** Any fees and assessments owed by the resident pursuant to the Rules and Regulations, Lease and Community Rate Schedule shall be considered “additional rent”. Resident’s failure to pay additional rent when due shall be grounds for eviction.

**5. Returned Checks.** Any checks returned for insufficient funds (NSF) or otherwise will result in a service charge to the tenant in the amount set forth on the Community Rate Schedule. If any tenant submits three (3) or more checks that are returned for insufficient funds, or at any time after an Eviction Notice has been served under B4, above, Management reserves the right to require all payments to be in the form of a money order, cashier’s check, or other bank check.

**6. Failure to Pay.** If rent or any other charges due are not received by the fifth (5<sup>th</sup>) day of the month, the tenant is subject to a late fee. Tenants experiencing, or anticipating, financial difficulties that may lead to late fees are strongly encouraged to contact Management.

**7. Taxes.** Tenants are responsible for paying all municipal and other taxes and assessments on their homes on a timely basis. If failing to do so, Management reserves the right to commence eviction proceedings.

#### **E. OCCUPANCY.**

**1. Owner Occupancy; Number of Occupants.** All homes must be owner occupied. No more than two (2) adult persons per bedroom are permitted to occupy any home in the Community. Only one (1) family unit as listed on the Application for Tenancy, or subsequent Ownership Information Sheet may occupy any home in the Community. Any individuals not listed on either of these forms will be considered guests in the Community. Violation of this paragraph shall constitute grounds for eviction.

**2. Additional Occupants.** Any additions to the household must be registered with and approved by Management in advance of occupying and home or lot within the Community.

**3. Death of a Tenant.** In the event of the death of a resident who is the sole owner of a home, Management will attempt to work with the administrator of the estate with respect to the disposition of the home. Lot rent continues to accrue and be due for as long as the home remains on the lot.

Any heir or devisee of a deceased resident who desires to reside in the home must apply for and be approved for tenancy before moving into the Community. This also applies to any joint owner of the home who has not been approved for tenancy.

**4. Visitors.** Overnight visitors are permitted on a temporary basis, except as stated below. Visitors may not remain as overnight guests in any home for a period in excess of thirty (30) days, without registering as an additional occupant of the home.

All visitors must comply with all of these Rules as they relate to behavior and activities in the Community. All tenants are responsible for any damage within the Community caused or contributed to by, and for the behavior and actions of, their household members (including children), guests, invitees and visitors. Any tenant may be subject to eviction based on the actions of his or her household members (including children), guests, invitees and visitors.

**5. Restrictions on Visitors and Occupants.** No tenant may have as an overnight visitor, or as a permanent resident in any home, any person who has:

- a. been evicted from the Community based on any violation(s) of these Rules other than nonpayment, or



- b. been convicted of any crime that occurred on Community property, or that occurred while the individual was a resident of the Community, or the victim of which crime was a Community resident, or
- c. been convicted of a sex crime (including, but not limited to, rape, statutory rape and unlawful sexual contact), unless Management specifically waives this restriction in writing with respect to a particular circumstance and a particular individual, which Management shall have no obligation to do.

Tenants may not allow any person who has been evicted from the Community for any reason to be a guest in their home without the advance written consent of Management. Any owner who violates these Rules by having as a visitor or resident in his or her home, any person in violation of the preceding sentence, is subject to eviction from the Community.

**6. Tenant Absence Restriction on Visitors.** Tenants are responsible to ensure that no one is permitted on their lot (including in the home) when the tenant is away overnight or longer, except for service persons providing a service to the home, without written permission from the tenant. Management reserves the right, in its sole discretion, to restrict the number of visitors at a particular time or to require the immediate removal of any visitor or additional occupant who has failed to comply with these Rules.

**F. CONDUCT AND COMPLIANCE WITH COMMUNITY RULES.**

- 1. Prohibitions:** The following are prohibited at all times in the community.
- a. Loud parties; loud musical instruments, music, radios; other offensive noise or commotion.
  - b. Shouting, fighting and other forms of disorderly behavior.
  - c. The public consumption of alcoholic beverages, or drunken behavior in public, including the beach areas.
  - d. Open fires of any kind, including any campfires, bonfires or chimaeas. Charcoal grills, gas grills, and hibachis may be used if they are operated properly and are in good working order.
  - e. Absolutely no firearms or fireworks may be fired or discharged in the Community, under any circumstances. Firearms may not be carried in the Community except directly to and from one's motor vehicle. All firearms must be unloaded at all times.
  - f. Satellite dishes over 18" in diameter, and antennas (of any kind) outside the home, are not permitted. No more than one (1) satellite dish shall be installed or maintained on any lot or home within the Community. Antennas installed prior to the effective date of these Rules and Regulations may be maintained so long as they remain in good condition. The resident is responsible for maintaining any such installation at the resident's expense, and for removing the same when they are no longer in good condition. This paragraph is subject to the Section 207 of the Federal Telecommunications Act of 1996 and 47 C.F.R. Section 1.4000, as those laws may be amended or repealed from time to time.
  - g. Trampolines are not permitted in the Community.

- h. Assault, or the threat of assault, harassment, intimidation or other interference with Management or other employees or damage or threat of damage to any Community property, are prohibited.
- i. Peddling or soliciting of any kind is not permitted in the Community. This is not intended to prevent sales “parties” (for instance Avon parties) held by a resident of the Community, involving only previously invited guests.
- j. Storage of any materials or substances that pose a fire hazard, or that are likely to attract insects or rodents.
- k. Interference with any other resident’s quiet enjoyment of the resident’s home and lot.
- l. Feeding, or other care, of stray cats, dogs, or feral creatures.
- m. Residents shall not tamper with or in any way alter any utility systems or components associated therewith.

**2. Quiet Hours.** All noise that can be heard outside of the home is to be kept to a minimum between the hours of 10:00 p.m. and 7:30 a.m. No unnecessary noise shall be audible outside of the home during those hours.

**3. Dealing with Neighbors.** If any problem arises with neighbors, residents are encouraged to speak to each other about them, and try to resolve any such problems in a mutually agreeable way. If this does not resolve the problem, please contact Management. Rules violations should be reported in a signed letter to Management. In the event of after hours disturbances which you cannot resolve, or in case of an emergency, residents are requested to contact the police department for corrective action, and Management asks that the complaining resident also advise Management in writing of the incident and the circumstances surrounding the complaint on the next working day, so that Management can follow-up and help correct the problem.

**4. Vacant Lots.** Vacant lots are Community property and are not to be disturbed, entered, or used for any purpose whatsoever.

**5. Compliance with Laws.** Residents, their household members, guests, and invitees shall at all times comply with all local and state laws, regulations and ordinances, including but not limited to all requirements of any health office, fire department, and police department with appropriate jurisdiction.

**6. Damage to Community Property or Equipment.** Any damage caused to any property or equipment in the Community by any resident or any resident’s household members, guests, or invitees, will be the financial responsibility of the resident to correct, regardless whether such damage has been caused negligently, intentionally, inadvertently, or otherwise. The damages shall be measured by the restoration or replacement cost to correct the same, in Management’s discretion. These damages shall be deemed additional rent and shall be due and payable thirty (30) days after Management has provided written demand for payment.

**7. Delivery Vehicles.** Delivery vehicles that violate any Rules of this Community may be prohibited from returning.

**G. CHILDREN.**

**1. Responsibility.** Residents are responsible for the conduct of their own children, of any other children living with them, of their guests' children, and guests of their children (all of these are referred to as their "children" in these Rules).

Residents will be held responsible for any property damage or injuries caused in whole or in part by their children, and for any violations of these Rules by their children. Residents may be evicted for violations of these Rules committed by their children, after notice and an opportunity to comply, as though the violations had been committed by the residents themselves.

**2. Supervision and Conduct of Children.** Each resident is responsible to provide adequate supervision of all of their children at all times while they are in the Community. Residents shall not permit their children to enter any utility buildings kept by Management or enter any other areas designated by Management as prohibited, whether for safety reasons, or otherwise. No one, including children, is permitted to play or loiter on empty lots or in the streets. Bicycles, tricycles, and toys must never be left in any streets, parking lots or common areas. For their safety, children must never play with riding toys in these areas. Throwing rocks, digging on lots, destruction of trees or other Community property is not permitted. Children must not cross over lots of other residents to reach a destination. Under no circumstances shall any child under the age of 16 and without a driver's license or learner's permit, drive any motor vehicle within the Community. Any such activities shall be deemed to be the responsibility of the resident and a violation of the Rules.

**3. Use of the Beach Area is at Own Risk.** Children under the age of 18 must be accompanied by an adult at all times when entering or utilizing the beach area. Use of this area is strictly at the own risk of the user thereof and extreme caution should be utilized at all times. The Community Owner and its Management shall not be held liable in any way for any loss, damage, personal injury, or death arising from the use or occupancy of this area by any resident, including their children, guests, and/or invitees. Nor shall they be liable for any such damage or injury caused by the acts or inaction of any other residents, including their children, guests, and/or invitees. Persons using the beach area shall indemnify, defend and hold the Community owner and Management harmless against any claims, suits or damages arising from such use to the extent set forth in Section A.5 of these Rules.

## **H. PETS AND OTHER ANIMALS.**

**1. Responsibility.** Any resident who chooses to obtain or keep any pets does so subject to these Rules. Residents are responsible for all actions of their pets, and are financially liable for any damage caused to property of the Community or of any neighbors, and for any personal injuries, including death, caused by their pets. Pets are not permitted to disturb the rights, comfort, safety or convenience of the other residents of, or visitors to, the Community. Undue noise, aggressive behavior toward people or other pets, digging or other unruly behavior by any pet or other violation of these rules shall be cause for removal of the animal from the Community after notice and an opportunity to comply.

**2. Types and Registration of Animals.** No wild or exotic animals, farm animals, or venomous or otherwise dangerous animals are permitted to be kept in the Community, whether as pets or otherwise. A reasonable number of fish, birds, and/or constantly caged small (under 4 pounds) indoor animals, such as hamsters, gerbils, or guinea pigs, are permitted without registering with Management.

Except as set forth above, no pets will be permitted without the prior written consent of Management. All pets must be immunized and licensed as required by state law or local ordinance, must be spayed or neutered, and must be registered with the Community office.

Households are restricted to two domestic pets (a maximum of one dog and one cat or two (2) dogs or cats). Residents owning two (2) domestic pets that were so registered with the Community can keep those animals for their lifetime but cannot replace them with more or different animals than these Rules allow.

Approval of any dog or cat is contingent on completion of a "Pet Information" sheet, presentation of proof that the animal is properly licensed pursuant to municipal requirements, and submission of a certificate from a licensed veterinarian stating that the animal (a) is in good health and (b) has received all required and advisable immunizations and (c) has been spayed or neutered. Residents must carry sufficient liability insurance to cover any liability from their pet's actions. Due to insurance requirements and the safety of other residents, the Community prohibits potentially aggressive breeds and cross-breeds including, but not limited to, all Pit Bulls (American Staffordshire Terriers) Doberman Pinsers, Chow-Chows, Rottweillers and Wolf Hybrids.

**3. Care of Pets.** Dogs and cats shall not be tied outside, nor shall they be left unattended at any time or left outside at night. Doghouses, outdoor cages and other outdoor enclosures intended to house or contain any pet or other animal is strictly prohibited. Whenever pets are outside the home, they must be kept on a leash. Any pet or other animal found loose in the Community is subject to being picked up by the Animal Control Officer and taken to the Humane Society.

Animal waste deposited anywhere in the Community must be removed immediately by the person responsible for the animal, and pets are not permitted to use other resident's lots. No dog with a prior bite history may be brought into the Community and a dog which bites someone during its owner's residency must be removed from the Community upon request of Management.

**4. Removal of Animals.** If a registered pet is in violation of these Rules, Management will give the resident written notice of the violation and an opportunity to comply. If the violation continues or recurs, the Community may require removal of the pet from the Community.

If the resident has an unregistered cat or dog, or any animal not permitted by the Rules, the Community will require its immediate removal from the Community, and may remove any such animal from the Community without prior notice to its owner or caretaker.

The Community 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 Management to be a threat to the health or safety of other residents.

As with other rules, non-compliance shall be grounds for eviction after notice and an opportunity to comply.

## **I. HOME OCCUPATIONS AND BUSINESSES PROHIBITED.**

Except as specifically permitted below, no home occupation, business, or commercial activity shall be conducted in the Community at any time. Usage of lots is strictly residential. Day Care/Babysitting of children may be permitted but only with prior written approval of Management, in Management's sole discretion. No more than two (2) children, other than those registered to reside at the specific address, shall be cared for. Any such day care must either be licensed by the State or exempted from licensure.

Subject to requirements set forth herein, each household may conduct one (1) "yard sale" per year. The resident must register in advance at the Community office, and may post one sign at the Community entrance and one (1) sign at the house, the day before the sale. Signs may not be placed on trees or Community sign posts and must be removed by the end of the day of the sale. A \$5.00 fee will be charged for the removal of any signs by Management the day after the sale. Signs are prohibited within the Community except as set forth

above and in Section K hereof. No storage of materials or equipment for any commercial enterprise shall be allowed in the Community.

**J. CONDITION OF HOMES IN THE COMMUNITY.**

**1. In General.** This section of the Rules is designed to encourage the safety of all residents in the Community, as well as to ensure the general aesthetic appearance of the Community, which can affect the present and future value of each home and of the Community as a whole. The safety and condition of your home is important to you and your family, and it is also important to your neighbors. The following Rules setting standards for homes in the Community are applicable at all times with respect to all homes. Management may inspect the exterior of any homes, accessory structures and lots from time to time to confirm compliance with these Rules.

Residents who own homes that fail to meet the standards contained herein will be given written notice and a reasonable opportunity to correct any deficiencies, in order to meet these standards. If the home is not brought up to these standards, Management may elect to complete work at the resident's expense or may pursue eviction to have the home removed from the Community.

Management takes no responsibility for the safety of any home or its occupants. Neither Management nor the Community owner shall have any liability or responsibility for any loss, cost, expense, damage, injury or loss of life, or any other damages caused by any home or lot in the Community not meeting the standards set forth in the Rules. Neither Management nor the Community owner makes any representations or certification that any home in the Community meets or will meet the required standards.

**2. Exterior Coating and Siding.** The original or replacement siding must be in a safe and secure condition, without holes, rust or substantial dents, scrapes, patching or fading. All homes entering the Community must have either vinyl or natural cedar residential finish siding, either in a clapboard style or in a shingle style. Any replacement siding installed on any home in the community must be new, and must also be either vinyl or natural cedar residential finish siding, either in a clapboard or shingle style. The 911 street numbers must be visible from the street on the outside of the home. Prior written approval of Management is required before any total or partial painting or residing of a home.

**3. Roof.** All roofs shall be designed to resist at least thirty (30) pound per square foot live load applied downward on the horizontal projection of the home. The original roof and any replacement must not be in a deteriorated state or condition. All homes entering the Community must have pitched, cottage style roof. To the extent reasonably feasible, any replacement roofs must also be pitched, cottage style roofs. Prior written approval of Management is required before any total or partial changes to any roof on any home in the Community.

**4. Windows and Doors.** Windows, screens, and exterior doors must be fully operable and must not be in a deteriorated condition. For your safety, it is suggested there be at least one (1) egress window or door in each bedroom. There shall be at least two exterior doors in the home.

**5. Plumbing, Heating, and Electrical Systems.** Plumbing, heating and electrical systems in each home must be safe and fully operable at all times.

- a. The plumbing system must be properly functioning, with no leaks, and must be designed and installed to accommodate the pressure of the water supply system to which it is attached.
- b. All of the component parts of the heating system must be fully and safely operable. The location, installation, and condition of fuel tanks must comply with applicable local and state standards.

- c. All electrical service and wiring must be in accordance with the specifications of the edition of the National Electrical Code or HUD Standards in effect on the date of the manufacture of the home. The service entrance must be adequate for the electrical load imposed by the manufactured home and any additions, given its number of occupants and the type and number of electrical appliances.

Any additions or alterations to the original factory-installed heating, plumbing or electrical system must be of durable material and free from defective workmanship and materials. They must be designed, constructed and installed in a manner appropriate to their use.

**6. Anchoring System.** Anchoring systems are encouraged but not required for homes in the Community that were installed before installation standards were adopted by the State. All new manufactured homes that are installed in the Community must have anchoring systems and cement slabs in full compliance with applicable state law and guidelines concerning installations.

**7. Skirting Required.** Skirting is required around all homes and must be fully installed within thirty (30) days of entry of each home into the Community. The hitch must be removed from the home before it is skirted. Skirting must not show any deterioration, must be kept clean, painted in an attractive manner, and must fully enclose the area between the home and the ground. Vinyl or comparable good quality skirting is required on all homes entering the community and when skirting is replaced on existing homes. Skirting shall be installed in accordance with the manufacturer's installation instructions. Access opening(s) not less than eighteen (18") in any dimension, fully covered with an access door panel, not less than three (3) square feet in area shall be provided and shall be located so that any water supply and sewer drain connection located under the home are accessible for inspection and repairs. Access panels and doors shall not be fastened with locks, or in a manner requiring the use of a special tool to remove or open them.

**8. Steps and Handrails.** All exterior doorways on each home must have steps constructed of durable materials, leading all the way from the ground to the doorway. No cement blocks may be used as steps. Each set of steps must have a solid handrail tightly fastened to a structural support, and must be secure and sound at all times. Steps and handrails must meet all requirements of state and local building codes and ordinances and must be maintained in a good and attractive condition and repair.

**9. Porches, Decks, Other Additions and Improvements.**

- a. **In General.** For purposes of these Rules, an "Addition" to a home is defined to include any and all steps, porches, awnings, decks, fences, windbreaks, and other improvements and installations, as well as all alterations to existing construction and exterior improvements and installations. "Additions" also include any separate Accessory Structures, which are defined to include all storage sheds, utility buildings, car ports, patio rooms, add-a-rooms, and all other accessory structures.

Prior to construction of any Addition to any home or lot, the resident must consult with Management and submit a scaled drawing and must receive written approval from Management of the design, color, size, materials and location for the construction. This approval is in the sole discretion of Management and must be obtained prior to beginning construction. Management will approve only those Additions and modifications that comply with all of these Rules, and meet all applicable design criteria.

Any Addition constructed without such prior written approval (or constructed after approval is given, but not constructed in strict accordance with the approval) may be required to be removed immediately from the lot by the resident at their expense. If not so removed, Management shall have the right to enter the lot and remove all such unapproved Additions at the resident's expense. The resident shall have no further right in any Additions (or remains thereof) so removed by Management.

All approved Additions to each home and exterior structure must be properly constructed in a workmanlike manner using good quality materials, in a strict accordance with the approval granted by Management, including as to location. Such approved Addition shall also be built in accordance with all applicable building codes.

Building permits must be posted during construction. All such Additions must be kept in good, safe, attractive and not deteriorated condition at all times. All Additions must be completed, including being painted, stained or otherwise finished in a color compatible with that of the home, within thirty (30) days of the beginning of construction, unless an extension is granted by Management in writing.

- b. **Other improvements on Community Property.** Residents shall have no right to have any improvements on Community Property made at Management's expense. Residents shall not make additions or improvements on any Community Property, including their rented lot, without first obtaining Management's written consent. Any additions or improvements approved by Management shall be made solely at the expense of the resident, and in strict compliance with Management's approval.
- c. **Accessory Structures.** The construction or placement of any Accessory Structure or structure detached from the principal residence, such as garage that houses motor vehicles or a shed, requires advance written consent of Management. Sheds are not to exceed the maximum of one hundred forty-four (144) square feet in floor area, and their height must be equal to or lower than the eaves of the home. It shall be in Management's sole discretion whether to permit the construction or placement of an accessory structure or structure detached from the principal residence on any lot within the Community. All Accessory Structures or structures detached from the principal residence shall be painted or stained with a color compatible with the home, and shall be harmonious with the rest of the home in style, form, exterior materials, and general appearance. Only one Accessory Structure or structure detached from the principal residence is permitted on each lot. Accessory Structures and structures detached from the principal residence shall be constructed of wood or any other material that is designed to withstand exposure to the elements without deterioration or damage, and that is designed to have and retain an attractive appearance. All new Accessory Structures and structures detached from the principal residence shall have a pitched cottage style roof, and any new replacement roof on an Accessory Structure or structure detached from the principal residence shall also be made in a pitched cottage style.
- d. **Fences.** No new fences or fence structure will be permitted in the Community with the exception of fencing around an approved hot tub. Any approved fences in existence on the effective date of the Rules may be maintained so long as they remain in good condition and repair. The resident is responsible for removing the fence or fence structure when it is no longer in good condition. When any fence is removed from the lot, the lawn area must be repaired and restored to the condition that existed prior to the fence being erected.

**10. Fire Prevention.** No liquid petroleum, propane or similar gas tanks shall be stored inside or under any home or structure. Gas fuel tanks must be properly installed by an authorized gas company and must be placed at the rear of the home. No flammable materials, including but not limited to gasoline and kerosene, may be stored under or within the home. Residents are encouraged to keep fire extinguishers at their homes in working condition and to install and maintain adequate smoke and carbon dioxide detectors.

**11. General Aesthetic Standards and Compliance.** In addition to standards set forth above, residents shall keep their manufactured home exteriors, siding, porches, awnings, decks, stairs, skirting, and any other exterior or Accessory Structures clean, neat and in good condition and repair, including painting and pressure washing as needed.

Any existing porch, awning, deck, stairs, skirting, roof siding or any other exterior structure which, in the opinion of Management, is unsightly, unsafe, unsanitary, or in poor repair, shall be replaced, repaired or removed by the resident upon written notice from Management. This repair, replacement, or removal must be done in a good and workmanlike manner. Residents shall commence such repair, replacement, or removal within fifteen (15) days after the date of the written notice. Residents shall complete any required repair, replacement or removal within forty-five (45) days after the date of the written notice unless a written extension is obtained from Management.

Failure to complete such improvements constitutes a violation of the Rules and Management may, at its option, have all unperformed work performed to comply with these Rules. All costs and expenses incurred thereby shall be deemed additional rent and shall be due at the next rental period following performance of such work.

**12. Homes Damaged by Fire.** Any home damaged by fire so that it becomes uninhabitable or so that its exterior walls are burnt, paint peeled, windows broken or smoke damaged so that it appears unsightly, shall have to be removed from the Community at the resident's expense, within forty-five (45) days after written notice from Management, regardless of insurance company representations regarding settlement.

If the home can be repaired on-site so that no danger to children or others exists, and so that it is no longer unsightly or a nuisance, the resident shall be afforded a reasonable time to make repairs, not to exceed ninety (90) days regardless of the availability of insurance funds. Management shall determine whether the repairs are sufficient to bring the home into compliance with Community Rules and allow it to remain in the Community once repairs have been made. Pending removal of the home from the Community or repair of the home, the resident must close up the home and completely cover any unsightly or dangerous parts of the home and debris to minimize the risk that it poses to children and others within the Community.

## **K. CARE OF GROUNDS.**

**1. General Lot Maintenance.** Except as otherwise specifically set forth in these Rules, it is the responsibility of each resident to maintain his or her entire lot in a good and attractive condition and in good repair at all times, at the resident's expense. Grounds must be kept clean, neat, and uncluttered. No discarded or abandoned materials, unnecessary items, building materials, trash, junk, debris, or excessive lawn decorations that create a cluttered appearance may be kept, stored, left or abandoned outside the home or an accessory structure. Toys, bicycles, etc., must be put away (not left outside) at the end of each day. All flowers, shrubs, manufactured housing exteriors, additions, skirting and other visible items and areas shall be kept neat and attractive at all times. All tools, wheelbarrows, and other equipment are to be stored out of sight at all times when not actually in use. No unsightly storage of any items is permitted at any time, and all storage shall be arranged so as to permit easy access to the underneath of the home at all times.

Management reserves the right to enter and inspect any lot at reasonable times. Management may issue a notice of violation to any resident whose lot is not properly maintained, or whose lot is or contains an eyesore, and to require that the lot be cleaned and restored to an attractive condition within thirty (30) days or a shorter time frame that is reasonable under the circumstances. If any lot is not properly maintained Management reserves the right after written notice, to take all necessary steps to clean and maintain the lot. All costs of lot maintenance and cleaning by Management will be charged to the resident in accordance with the Community Rate Schedule.

**2. Lawns.** All lawns must be kept neat, well groomed, and reseeded as needed. Lots must be mowed and the grass must be trimmed around and to the edge of the home, once a week, or as often as is necessary to maintain a neat appearance. It is also the responsibility of the resident to rake leaves and collect any other yard debris on an as needed basis. If any lawn is not regularly mowed and trimmed or if the height of any grass



exceeds five inches (5") or if leaves or other debris are not kept raked, Management reserves the right to mow, trim or rake the lawn, and will charge the resident the applicable maintenance service fee as described on the Community Rate Schedule.

**3. Gardens, Shrubs, Trees, and Flowers.** Shrubs, trees, flowers and reasonably sized gardens are allowed on the lots in the Community, but will require prior written approval of Management in the case of trees and shrubs. Residents may not trim or remove trees without permission from Management and the person doing the work must carry adequate liability insurance. Nothing shall be planted over the septic system.

Management shall not be responsible for any damage to plantings due to snow plowing, road treatment, the need to access underground systems or other causes. Residents may not nail or in any way attach hardware to any trees within the Community.

**4. Trash Removal.** Trash removal is the responsibility of the resident. No garbage or trash is to be stored outside at any time unless kept in a durable trash container with a secure lid. All trash containers must be kept in a storage shed or toward the rear of the home. Trash containers are to be brought out to the street on collection days if residents choose to contract for home collection. Empty barrels are to be removed the same day of collection. The resident must clean up any scattered trash or garbage as soon as possible, or the Community will clean it at the resident's expense. A \$5.00 fee is charged to remove any empty barrels remaining after the day of collection.

**5. Snow Removal.** Each resident is responsible for all snow and ice removal on his or her lot, including all steps and shall at all times maintain a clear path to all doors. Residents must not put salt on any cement or concrete as it will damage the cement. Concrete safe alternatives may be used. Residents are responsible for any damage caused by plowing done by another party at their request. Only driveways may be plowed and no snow may be plowed into the roadway. All obstacles such as rocks must be at least eight (8) feet from the roadway edges during the winter. Snow plowing and snow removal vehicles are not allowed on lawns during the removal of snow. All residents must park in their allocated driveway only and must not park on the street at anytime during the snow removal process.

**6. Clotheslines.** Only clotheslines of the rotary, umbrella or collapsible type and with a solid base in the ground may be installed at the rear of the lot, at the resident's expense. Prior written permission of Management is required, and the location specified by Management must be complied with, to avoid potential damage to water and sewer lines.

**7. Playground Equipment/Temporary Enclosures.** No trampolines and no new or additional basketball hoops may be installed or used within the Community. Due to insurance and safety concerns, existing portable basketball hoops may not be kept or used near any roadway.

- a. Existing portable hoops may be used at the home end of driveways unless the driveway slopes toward the road or players are required to be in roadway. In that event, the portable hoop must be moved off of the driveway. Existing fixed hoops may remain in use if their use does not create an unacceptable safety risk due to its location and the configuration and grade of the driveway. When existing fixed or portable basketball hoops deteriorate with age or use so as to be unsightly or non-functional, or when such hoops are no longer in use, they must be removed from the lot and may not be replaced. Unless sooner removed, any existing fixed hoop must be removed from the home upon the sale of the home. A safe basketball court is provided within the Community for use by residents and their children.
- b. Volleyball/badminton nets, hockey and soccer goals, or similar equipment may be utilized at the rear of the home but must be neatly stored when not in use.

- c. Swing sets may be installed with prior written approval from Management. Proof of adequate liability insurance and a waiver releasing Lamplighter Mobile Home Park from any responsibility/liability will be required prior to installation of swing sets.
- d. Commercially produced screen rooms and tents may be installed on a temporary seasonal basis and must be maintained and kept in good condition. Management may require their removal should their condition deteriorate or the duration of use be excessive. Management can also limit the size or the area of the lot where a screen room or tent can be located. Screen rooms and tents may not be utilized for general storage purposes.

**8. Swimming Pools and Hot Tubs.** The only pools permitted in the Community are small children's wading pools not exceeding eighteen inches (18") in depth. Proof of adequate liability insurance must be provided and a waiver must be signed prior to use of such pools and children must be supervised at all times. Wading pools must be emptied each day and stored off the lawn. Any damage caused by such pools must be repaired at the resident's expense.

Hot tubs are permitted at the rear of the home but for insurance and safety purposes they must be fenced and covered by a locked, commercial cover. Fencing around a hot tub must be limited to the area immediately surrounding the hot tub. Proof of adequate liability insurance must be provided and a waiver signed prior to installation of the hot tub.

**9. Sign Restrictions.** Except as set forth below and in section J, residents are not permitted to place any signs on lots, homes or elsewhere on Community Property at any time.

- a. Subject to restrictions allowed by N.H. RSA 205-A:2, II, residents may display certain "For Sale" signs when they are attempting to sell their home. The following provisions shall apply:
- b. All signs must be registered with Management in advance of posting and no more than one sign may be posted on a home and one Realtor sign in the yard adjacent to the street. No signs may be posted elsewhere on the lot or in the Community.
- c. Signs are to be 216 square inches or less in size.
- d. No print on the surface of a sign other than a "For Sale" along with the name, address, and telephone number of the seller, or of the seller's agent, is to be displayed.
- e. Signs are to be displayed pursuant to bona fide efforts to sell the home and must be removed promptly once the home is no longer for sale.

**10. Firewood.** Any resident with a wood stove, pellet stove or fireplace may store wood or pellets, which must be neatly stacked near the rear of the home only, with stacks not being more than five (5) feet high. Cutting firewood with chain saws in the Community is permitted with consideration of neighbors due to the noise. All wood stove connections must be properly installed in accordance with manufacturer's specifications and all local and state fire codes, and it is the resident's responsibility to ensure proper installation.

**11. Right to Require Safeguards and Alterations.** Management reserves the right to require the addition of safeguards and/or alteration of improvements or personal property if necessary to comply with safety requirements of the Community's insurance carrier.

**12. Consent Required for Alterations, Installations or Construction.** With the exception of certain plantings set forth above, any alterations, installations, additions, or construction on lots must be approved in advance by Management, in its sole discretion.

**L. UTILITIES.**

**1. Water and Sewer Service.** Each resident is responsible to keep in good condition and repair at the resident's own expense, all water and sewer lines and fixtures in and under the home, up to the point where the service lines penetrate the ground or slab.

**2. Prevention of Freezing Water Lines.** Water lines under the home, up to the point where they connect to the service lines provided by the Community, must be protected against freezing by the use of adequate heat tapes and pipe insulation, which are to be provided and installed by each resident at the resident's expense. Installation must be completed by October 15<sup>th</sup> each year. Residents must not leave water running to prevent freeze ups. Any damage to the common utilities or other damage to the water meter or plumbing for that lot or the Community, resulting from any resident's failure to comply with this provision, will be repaired at the resident's expense and be charged to the resident as additional rent. Residents are encouraged to check their heat tapes frequently during freezing weather.

**3. Septic / Sewer Systems.** The flushing of garbage, sanitary napkins, paper towels, disposable diapers, prophylactics, cigarettes, cigars, fat, colored (non-white) toilet paper or any other non-soluble item or substance in toilets and drains is strictly prohibited. Doing so may cause a backup in the septic or sewer systems and lead to unsafe conditions. Any cost of correcting clogged drains or other septic or sewer problems that are due to any improper actions of the resident, or of others for whose actions the resident is responsible, or improper disposal of items in the resident's home, will be charged to the resident.

**4. Electrical Service.** Each resident is advised to know how to operate electrical shut off devices on both the inside and outside of the home. Residents are prohibited from attaching any objects in any manner to electric utility poles. The Community is responsible for the maintenance and repair of all underground wiring and electrical equipment. All above-ground wiring, electrical equipment and fixtures to and throughout the home, including the service entrance (circuit breaker box), is the resident's responsibility. Such wiring shall be maintained and repaired as necessary by the resident at the resident's expense, in accordance with all applicable state and local codes. Residents must contact Management immediately in the event of any electrical problem.

**5. Fuel Tanks.** All heating oil, propane/LP and other fuel tanks shall be installed in accordance with all applicable federal, state, county, and local codes, laws and regulations governing the same, and in any case, shall be installed a minimum of five feet (5') horizontal distance from the furnace on a concrete slab. Tanks should be installed toward the rear of the home so as not to be visible from the side of the home facing the road. In the event that proper installation of the fuel tank causes it to be visible from the roadway, the resident will provide screening around the tank that is compatible with the appearance of the home in color and design.

Each lot shall have a single tank, which must be designed for use as a home heating fuel tank. Converting 55 gallon drums or any other items not originally intended for the purpose is prohibited. Each resident is responsible for the proper maintenance and care of his or her fuel tank, at the resident's expense. All existing tanks must be properly maintained; all leaks must be repaired, tanks painted, leveled, and properly screened from the roadway.

No liquid propane or other liquid gas tanks shall be stored inside of any home, and exterior installation of such tanks must be by the gas company or other gas dealer. In the event of any spillage of home heating fuel, the

area of the spill must be cleaned in strict compliance with all federal and state environmental standards at the resident's expense. Any spillage of home heating fuel or other hazardous substance must be reported to Management immediately.

**6. Tampering with or Disconnection of Utilities.** Interfering with, tapping into or otherwise tampering with any utilities or utility installations in the Community, including but not limited to Community utility connections, meters, or other installations is extremely dangerous and strictly prohibited. Water meters are owned by the Community and may only be disconnected by Management. A maintenance service fee will be charged for any disconnection of a water meter. Residents who request a seasonal water meter shut down will be responsible for a service fee (refer to the Community Rate Schedule). Any damage to a water meter caused by a resident's conduct, or failure to comply with any Community rule, must be repaired or the water meter replaced at the resident's expense.

## **M. MOTOR VEHICLES.**

**1. Registration.** All vehicles kept in the Community must be currently licensed, insured, registered and inspected at all times. Temporary plates on vehicles must be replaced by permanent plates within the time frame required by law.

No unregistered, uninsured, un-inspected or inoperable motor vehicles of any size or type are permitted in the residence, and any resident with such a vehicle on his or her lot, or otherwise in the Community, is in violation of these Rules. Any such vehicles are subject to being towed away by Management, at the owner's expense and risk.

**2. Maintenance of Vehicles.** Residents are permitted to perform only minor maintenance on vehicles within the Community. Changing oil and replacing brakes are not permitted, due to environmental concerns. Damage to paved parking areas or driveways caused by leaking gas, oil or other automotive fluids must be repaired by the resident, at the resident's expense.

**3. Speed Limit and Safe Driving.** All residents and guests must comply strictly with all posted speed limits and must at all times drive safely and only on the designated Community roads, for the safety of all residents. Speed limits shall not exceed 15 MPH. There shall be no squealing of tires, joy riding, or reckless driving. All vehicles are subject to reasonable noise levels.

Management reserves the right to make a determination of vehicle operating speeds and safe driving practices. Speeding, driving under the influence of drugs or alcohol, or other unsafe behavior by any resident or by the resident's household members, children, guests, or invitees will not be tolerated. Violation of this Rule will be subject to a violation notice, and possible restriction or prohibition of operating any vehicles in the Community. Failure to comply after notice of the violation may result in eviction.

**4. Commercial and Recreational Vehicles.** Residents shall not keep any commercial truck over ¾ ton, or any recreational vehicles on their lot, including, but not limited to trailers, motor homes, motor scooters, motorbikes, mini bikes, snowmobiles, ATVs, dirt bikes, motorized go-carts, campers, or boats unless previous written approval has been received from Management. One canoe may be stored on the resident's lot, but only behind the home. ATVs, snowmobiles, mini bikes, dirt bikes, motorized go-carts, and any other motorized vehicles other than cars and trucks, may not be ridden within the Community. Motorcycles with quiet mufflers used for transportation purposes are permitted, but cannot be used for any recreational purposes within the boundaries of the Community. No one is permitted to live or sleep in any recreational vehicle, camper, boat, etc. within the boundaries of the Community.

**5. Parking.** Unless otherwise approved in advance by Management in writing, no more than two (2) passenger vehicles, or trucks up to  $\frac{3}{4}$  ton, may be kept in the Community for any home, and those vehicles must be kept parked in the driveway of the lot. A passenger vehicle may not exceed a gross weight of 8,600 pounds.

- a. A third vehicle may be approved by Management if there is a compelling reason and paved space is available for such a vehicle. Any such approval must be in writing and must be obtained before the vehicle is brought into the Community.
- b. No vehicle shall be parked within ten (10) feet of any fire hydrant. On-street parking is not permitted unless Management has designated an on-street parking area. Any vehicle parked overnight in an unauthorized place is subject to being towed away at the owner's risk and expense, without prior notice. Vehicles shall not be parked on the grass. No resident may keep any vehicle in his or her driveway that is covered in any way, except with a commercial vinyl type cover, kept in good condition. Parking passes shall be visibly displayed on the dashboard when parked at any common or beach areas within the Community.
- c. Any vehicle parked on a street during snow removal procedures will be subject to towing without prior notice at the owner's expense. Guests are not permitted to park on the street, except in any areas designated as on-street parking areas by Management. If on-street parking is not specifically permitted, guests may park only in any areas clearly designated as "Guest Parking." Except as provided in this paragraph, guest parking is not permitted except in the driveway of the home they are visiting.
- d. The Community provides a storage area for the limited parking or storage of boats, RVs, ATVs and other items which cannot be stored on a lot, for a minimal monthly fee. This excludes automobiles or trucks in excess of two (2) per lot which must be stored offsite. Space is on a first come first serve basis and all parking and storage is at the Resident's sole risk. Residents who use the storage area must comply with all posted regulations regarding its use.

**N. REPLACEMENT OF HOMES.**

**1. Replacing a Home Already in the Community.**

- a. When resident sells or otherwise removes his or her home in order to buy a new manufactured home to be placed on the same lot, the resident must provide Management with thirty (30) day written notice of his or her intent to replace the home. The removal of the old home must be done in strict compliance with all requirements of the preceding paragraph.
- b. No new manufactured home will be permitted to enter the Community unless it meets all HUD standards. Existing homes may only be replaced by new manufactured homes. Management reserves the right to refuse to allow any home to enter the Community or remain after it is sold, based on Management's assessment of its safety and condition or other factors in accordance with N.H. RSA 205-A:2, III.
- c. Management may charge an administrative fee to any existing or proposed resident bringing in a new manufactured home to be paid upon written approval from Management. This fee is charged to help offset the actual cost of lot clean-up, water shut-off service, upgrading electric service, oil tank replacement and other costs of preparing the site for replacement of the manufactured home, or upgrading the lot of an existing home. In no case shall the fee be greater than three (3) months rent.

**2. Replacement Dimensions.** All homes entering the Community shall have a minimum width of fourteen feet (14') and a minimum length of fifty-six feet (56'), unless the lot size does not permit, as determined by Management, and written permission for a smaller home is provided.

**3. Installation of Mobile Home.** Tenants are responsible for the set-up and installation of their mobile home on the designated lot, in accordance with all applicable state statutes and regulations and any applicable local codes and ordinances. Detailed set-up standards are available from Management upon the tenant's request. In addition to the foregoing, all of the following must also be done:

- a. Tenants must submit to Management four (4) clear color photos showing all sides of the home they would like to place on the lot, and any other pertinent information requested by Management describing the new home. Management will review this information to see whether the home meets all of the requirements contained in Section J of these Rules, and will notify the tenant whether or not the home may be brought into the Community within seven (7) days of receipt of all requested information and photos of the home. If any of the requested information raises questions or issues about the home, Management shall have the right to request and receive further information regarding the home from the tenant prior to making its determination as to whether the home may be brought into the Community.
- b. Any improvements which the tenant needs or desires to accommodate the new home (for instance, new or expanded slabs/pad, upgraded electrical service, water service, lawns, walkway or driveway) will be completed in accordance with the applicable requirements of these Rules, and all at the tenant's expense.
- c. To any extent that Management performs or contracts for any work or materials in connection with the installation of any such improvements that will benefit the tenant, all costs incurred by Management in connection with that work must be reimbursed by the tenant on or before the new home's move-in date.
- d. The tenant must also provide to Management the name and contact information for the installer of the home, and must confirm the date of the move in writing to Management, at least fourteen (14) days prior to the move, so that Management can coordinate the moving activities with the installer, and so that a site representative may be available to oversee placing the new home.
- e. It is the tenant's responsibility to confirm with the tenant's own sales representative, dealer, or mobile home mover that the mover has appropriate liability insurance and has obtained any necessary permits. The tenant is responsible for any damage caused by or in connection with the installation of the home.
- f. The tenant is responsible to obtain a building permit from the Town, and to provide a copy to Management, prior to installing the home on the lot. The tenant is also responsible to ensure that the home is properly blocked, leveled, set up on the lot, hooked up to all utilities, completely skirted and with all fuel tanks appropriately enclosed, within thirty (30) days after the home arrives on the lot.

**O. TRANSFER OF HOMES.**

**1. Requirement of Full Payment.** Before any home can be removed from the Park, sold, or occupied by a new tenant or owner, all rental payments and all other charges and fees then due must be paid to Management in full. For this purpose, only cash, money orders or bank checks will be accepted.

**2. Sale of Manufactured Housing/Requirements for Sale.** Residents who own homes have the right to sell their home to whomever they choose, however homes to remain in the Community must be safe, sanitary

and in compliance with the Community Rules and Regulations and current aesthetic standards, and purchasers of such manufactured housing must be approved for residency by Management prior to the conveyance.

No resident shall offer to sell their manufactured home or remove a manufactured home from a lot unless and until Management receives written notice of intent to sell or remove the home at least thirty (30) days prior to the proposed date of sale or removal. The notice must specify whether it will be a sale by owner, or a sale through a real estate agent, salesperson or broker, and if not a sale by owner, the name and contact information for the agent, salesperson or broker.

In addition, Management must be notified of the actual date of the sale of the home at least five (5) days prior to the closing of the sale. Before any home can be removed from the Community, sold or occupied by a new owner, all rental payments and all other charges and fees due must be paid to Management in full, and there must be written verification of payment of all outstanding real estate taxes.

**3. Sales of Homes to Remain in the Community.**

- a. Sales of all manufactured homes which are to remain in the Community are subject to pre-sale inspections by Management. Within three (3) days of Management's receipt of the resident's written notice of intent to sell, the resident shall permit Management to inspect the exterior of the home, additions and appurtenances thereto, and the lot for compliance with applicable safety, sanitary and aesthetic standards.
- b. Management will thereafter provide a written specification of any repairs, improvements or lot maintenance required for approval of an on-site sale of the manufactured home. Management may require removal of any non-conforming structures for which written permission has not been granted.
- c. Any required repairs, improvements, removals or lot maintenance will be commenced within ten (10) days of receipt of Management's written specification of such items, and shall be completed within forty-five (45) days thereafter, or prior to the sale of the manufactured home, whichever first occurs. Management will re-inspect the home and lot for compliance prior to the sale.

**4. Real Estate Agents.** Tenants intending to sell their home through a real estate agent must have the agent contact Management prior to listing the home for sale. A copy of these Rules will be furnished to the agent, and the agent must comply with all of these Rules. If Management has not been contacted prior to the home being listed for sale with an agent, it will be assumed that the home is to be removed from the Community when sold.

Real estate agents must obtain the prior approval of Management to place any "For Sale" sign on Community property. No "For Sale" sign may be placed until Management has received a written notice from the tenant of his intent to sell. No "open houses" or similar events are permitted within the Community.

**5. Homes being removed from the Community.** In addition to the notice and payment requirements set forth above, homes will not be permitted to be removed from the Community until the following requirements have been met.

- a. Management must be notified of the actual removal date at least ten (10) days prior to removal of the home from the Community.
- b. The person who is engaged to remove the home from the Community must provide Management with a letter or work order signed by the resident which indicates that the resident has authorized this person

to remove the home. It is the resident's responsibility to obtain necessary municipal or other permits in order to move the home and copies must be provided to Management.

- c. Management will arrange for the disconnection of utilities, including water, sewer, electric, and home heating fuel. The resident is responsible for notifying all utility companies of the disconnection and paying all sums charged by the companies.
- d. The resident is responsible for moving the home and for leaving the lot space in good condition and free of debris. Any damage to the lot will be repaired and any debris including trash, miscellaneous parts or furniture that are left behind will be removed by Management and the resident will be charged for the time and equipment used, as well as any applicable disposal fees that Management is required to pay.
- e. Homes may be removed from the Community between the hours of 8:00 a.m. and 4:00 p.m., and when the requirements listed above have been met.

**P. MISCELLANEOUS.**

1. **Notices.** Except as otherwise stated herein, or as may be otherwise required by state law, all notices required or permitted by these Rules and Regulations will be in writing, and will be delivered either by hand, or by regular or certified mail, to Management at its local office, or to the resident or to another person of suitable age at the rented lot in the Community.
2. **Amendments.** Management reserves the right to amend, alter or change any of these Community Rules and Regulations at any time in accordance with RSA 205-A, and upon a ninety (90) day written notice to all residents such alterations, amendments and changes shall become enforceable as to all residents to the extent allowed by law.
3. **Time is of the Essence.** Time is of the essence with respect to all time frames set forth herein.
4. **Partial Invalidity.** If any terms or provisions of these Rules are determined to be invalid or unenforceable under any applicable law, ordinance or regulation, or as to any particular individual or situation only, such invalidity or unenforceability shall not affect the validity or enforceability of these Rules with respect to any other individuals or situations, and shall not, in any event, affect the remainder of these Rules, which shall remain in full force and effect as though the invalid or unenforceable provisions were not included herein. The partial invalidity of any Rule shall not affect the enforceability of the remainder of that Rule.
5. **Rescission, Supersession and Effective Date.** The Lamplighter Mobile Home Park Limited Partnership Park Rules and Regulations, dated July 1, 2009 and all amendments thereto are superseded and rescinded as from the effective date of these Community Rules and Regulations. These Community Rules and Regulations are effective from June 1, 2017, and a copy of these Community Rules and Regulations was delivered to each tenant then listed as the first registered occupant of every occupied unit at Lamplighter Mobile Home Park least ninety (90) days prior to that date.





LAMPLIGHTER MOBILE HOME PARK, LP  
PART OF THE HYNES GROUP OF PROPERTIES

125 LAMPLIGHTERS PARK, NORTH CONWAY, NH 03860 – 603-447-5720