

EFFECTIVE MARCH 1, 2008

AMHERST GARDENS  
MANUFACTURED HOUSING COMMUNITY  
RULES  
IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY 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 COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVED WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, 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 COMMUNITY 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 OR HER HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE COMMUNITY 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 COMMUNITY.

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, NH 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.

## INTRODUCTION

The management and owners of Amherst Gardens Manufactured Housing Community welcome you and trust that your stay with us will be pleasant, enjoyable and permanent. The Rules of this Community are not intended to be unnecessarily restrictive or to obstruct your freedom, but rather to provide you with a tranquil environment. These reasonable Rules, firmly and fairly administered, will make the Community attractive, not only for you while you live here, but also for others who may wish to move in at a future time.

Both present and new Residents are urged to become familiar with all of these Rules. Our one Basic Rule for YOUR PROTECTION is reasonableness and consideration for others. To prevent any unnecessary misunderstandings, we ask all occupants to read and sign the following Rules. Please telephone the Management or write a note if you need assistance or if there is any service we can provide.

## RULES

### I. DEFINITIONS:

1. “Guest” shall mean any person who is not accepted as a Tenant at entry.
2. “Manufactured Housing” means any structure, transportable in one or more sections, which, in the traveling mode, is 8 body feet or more in width and 40 body feet or more in length, or when erected on site, is 320 square feet or more, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, which include plumbing, heating, and electrical systems contained therein.
3. “Management” means the owner, manager, or its agents.
4. “Tenant” means any person who owns or occupies manufactured housing and pays rent, or other consideration to place said manufactured housing in the Amherst Gardens Manufactured Housing Community.
5. “Written Approval” means written approval from Management.
6. “Written Notice” means written notice by Management to Tenant by regular mail or by delivery of a notice to Tenant’s unit by Management.

### II. RENT PAYMENT:

1. The rent is due and payable on or before the first (1<sup>st</sup>) day of each month. All rent payment by checks, money order or the like should include your lot number. Management will not accept checks from Tenant’s that are post-dated.
2. Rent not received by the first (1<sup>st</sup>) of each month will be considered late. Rent not received in our office by the seventh (7<sup>th</sup>) of each month will be subject to a \$25 Late Fee. At that point, Management has the option of commencing eviction procedures by serving to you a Demand for Rent and a Notice to Quit. All back Rent and Fees must be paid in full in order to cure default of non-payment of Rent. Partial payments of back Rent and Fees will not cure default of non-payment of Rent.
3. Management will not accept rent payment from any person other than a Tenant unless that person has made specific arrangements in writing with Management.

### III. TENANCY

1. Management must approve all Tenants prior to entry into the Community and only after execution of this rental agreement shall Tenants be allowed to reside within the Community.

2. Except for children born to a Tenant, Management shall consider only those persons who are accepted at entry as Tenants. Such Tenants accepted at entry, and any afterborn children, shall be considered one family.
3. Only one family shall be allowed to occupy each manufactured home.
4. No more than four people shall be allowed to occupy each manufactured home unless said person is born to a Tenant occupying the same home.
5. There shall be no sub-renting or sub-leasing of manufactured homes located in the Community.
6. No more than two (2) unrelated parties will be allowed to occupy each manufactured home.

#### IV. GUESTS:

1. All overnight guests or other unregistered persons visiting a Tenant within the Community in excess of thirty (30) days must obtain written approval from Management.
2. Management may withhold approval of continued visitation of a guest in excess of thirty (30) days, in its sole discretion.
3. Tenants shall be liable for a charge of ten dollars (\$10.00) per person per month for each guest who is permitted, by written approval, to continue his or her visit beyond the thirty (30) day time period.

#### V. RESALE OF EXISTING HOMES IN PLACE IN THE COMMUNITY

1. Manufactured housing located in the Community may be sold by you, or your designated agent.
2. No Tenant shall offer to sell their manufactured home or remove a manufactured home from a lot unless and until Management receives a written notice of intent to sell or remove the home at least thirty (30) days prior to the proposed date of sale or removal. Written verification of payment of all outstanding real estate taxes shall be provided to Management prior to the sale or removal of a manufactured home.

Manufactured housing being sold on site to remain in the community must comply with pre-sale inspection criteria set forth in Paragraph 8 of this section. Purchasers of such homes must be approved as tenants prior to the community owner's execution of the resident's manufactured housing deed and prior to the purchaser moving into the community.

3. Management reserves the right, and hereby gives notice that it shall exercise the right to approve in writing every purchaser and their household of every manufactured home as a Tenant, and such permission will not be unreasonably withheld.

- A. A Credit Report Form describing any proposed Tenant must be submitted to Management no less than twenty (20) days prior to a sale. Management charges \$50 per Applicant over the age of 18 years old for the cost of the Credit Bureau to obtain verification of any such information.
  - B. Credit Report Forms are available by request from Management. The new proposed Tenant must have a written Acceptance Letter from Management before finalizing the sale.
  - C. Management will require three (3) credit references, a social security number and other data requested on the Credit Report Form. A prospective Tenant must have adequate income, good credit and good personal references. Good personal references will be defined by common sense standards that prevail in the community.
  - D. Management will approve or disapprove the Tenant based on credit report, references, behavior, and other pertinent data after receipt of the completed Credit Report Form by the prospective Tenant.
- 4. For Sale signs shall be registered in writing with Management prior to posting and re-register every thirty (30) days. For Sale signs installed by Tenant or their agent may be a standard sign containing the words "For Sale", phone number and their agents' name, if necessary. No posts may be erected in the yard to hang such sign. No more than one (1) For Sale sign is permitted, and the sign is limited to the mobile home lot that the home is situated. No signs may be erected along Boston Post Rd.
  - 5. For Sale signs shall be removed within 24 hours of the time when a home is no longer for sale.
  - 6. Management may charge an administrative fee to any existing and/or proposed Tenant bringing in a used or new manufactured home into the Community, and shall be due and payable upon written approval from Management. This fee is charged to help offset the administrative costs associated with the consultation and supervision of lot preparation for placement of a new manufactured home on an existing lot. Consultation and supervision of lot preparation includes, but is not limited to, home placement, utility placement, driveway placement, shed placement, tree removal, etc. In no case shall the fee be greater than three (3) month's Rent.
  - 7. Any manufactured home towing company must have a town tax receipt and a letter signed by Management authorizing them to tow any manufactured home from the Community property.
  - 8. 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 home, additions and appurtenances thereto, and the lot for compliance with applicable safety, sanitary and aesthetic standards. 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.

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. Please be aware that manufactured housing which is unsafe, unsanitary, or fails to comply with aesthetic standards within the community may be required to be removed from the community upon sale.

#### VI. LOT CARE:

1. Tenants shall maintain their lot in an attractive, neat, and uncluttered manner, including but not limited to maintenance of lawns, flowers, shrubs, driveways, mailboxes, etc. Tenant shall be responsible for the raking of leaves early in the fall before the snow falls, and then early in the spring as the lawns dry out.
2. To protect underground utilities, digging of holes or driving stakes within the Community will not be permitted without the written approval of Management.
3. All existing landscaping, trees, or shrubs within the Community shall not be changed or moved without written approval from Management. Any plants, flowers, shrubs, etc. planted by Tenants could be subject to damage or removal by Management for the purpose of repairs and maintenance within the Community. If removal of the plantings is required for the purpose of repairs and/or maintenance within the Community, Management will not be responsible for the physical replacement or the cost of replacement of said plantings.
4. Community landscaping, trees, or shrubs shall not be defaced by Tenants.
5. Unsightly storage of boxes, equipment, or other matter around a manufactured home is prohibited.
6. Piles of rubbish, litter, or trash shall not be permitted and shall be promptly removed.
7. No more than one cord of wood stacked neatly will be allowed and must be in the least conspicuous place on the lot out of view from the street.
8. All toys, bicycles, and other such recreational items shall be kept in an inconspicuous place on the lot.
9. Clothes lines are not permitted. Small clothes reels are permitted, but must be located in an inconspicuous place on the lot.
10. Lot numbers must be displayed on mail boxes and on each manufactured home pursuant to local fire safety regulations.

11. No fences may be built or erected unless used as a screen tightly around oil or gas tanks and only after receiving written permission from the Management.
12. If a Tenant fails to comply with these Rules concerning Lot Care, Management may after five (5) days of a written notice to the Tenant regarding the infraction of the Rules, have all unperformed work done by Management in order to comply with these Rules. All costs and expenses incurred thereby shall be added to the rental amount due at the next rental period following performance of such work. Non-payment of rent due including the work done by Management will force Management to take appropriate action including possible eviction.
13. Management shall be the sole judge of what constitutes a reasonably aesthetic appearance.

#### VII. MANUFACTURED HOME/EXTERIOR STRUCTURE CARE:

1. Tenants shall maintain their manufactured home exteriors, siding, porches, awnings, decks, stairs, skirting, siding, and any other exterior structure in a clean, neat and aesthetic manner.
2. All manufactured homes and exterior structures shall be kept painted as necessary and in good repair at all times, including pressure washing as needed.
3. Any existing porch, awning, decks, stairs, skirting, 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 Tenant upon written notice from Management. This repair, replacement, or removal must be done to Community standards as specified in these Rules or as provided by Management in its written notice. Tenants shall commence such repair, replacement, or removal within ten (10) days after receipt of a written notice, but in no case shall it be commenced later than fifteen (15) days after the date of the written notice. The Tenant shall complete any required repair, replacement or removal within forty-five (45) days after the date of the written notice. 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 added to the rental amount due at the next rental period following performance of such work.
4. No more than one existing shed not to exceed 100 sq. feet shall be permitted on each lot. Management shall approve the design and location of such shed on each lot and shall notify each Tenant of its decision in writing. All secondary sheds shall be removed immediately. Sheds not removed after written notice shall be removed by Management at the Tenant's expense.
5. Tenant or Tenant's agent may not construct, remove, relocate, or do any building of any kind on a porch, deck stairs, awning, shed or do any masonry work unless written approval is obtained from Management before the project is begun. A plan showing design, member sizes, dimensions, construction time and material to be used must be submitted to Management twenty (20) days prior to purchasing materials or beginning

construction. This plan is to be drawn to scale and the yard and manufactured home also shown in relation to what has been proposed. The person or persons who will be performing the work shown on the plan must be named in writing with an address and phone number. Management will approve or reject this plan within two (2) weeks after submission. It is further agreed that if written permission is given, as provided for in this paragraph, Tenant or Tenant's agent will complete the work within forty-five (45) days after receipt of such written permission. If it is not completed upon written request of Management, the project must be completely dismantled within five (5) days upon written notice by Management. It is the Tenants responsibility to obtain a building permit from the town for any such work and Management must sign the permit as the owner of the Community. Proper materials must be used including pressure treated lumber when necessary.

6. When the Tenant hires an outside contractor to perform any repairs to the exterior of the home that would require a building permit, Tenant must also have the contractor obtain and present to Management an insurance certificate prior to starting any such repairs.
7. We require attractive skirting of all new and existing manufactured homes which provide access panels for utility connections. This will greatly reduce heating costs, and more important, reduce the risk of aggravating and costly freezing of pipes in the severe cold weather. Skirting must be completed within thirty (30) days after the home is set up, except during winter months, then it shall be thirty (30) days after the frost has gone from the ground.
8. Tenant's manufactured home shall be skirted with white vinyl material, or another color which must be approved in writing by Management before the skirting is done. Plywood, Homosote or other wood material will not be allowed.
9. Management also requires hitch and fuel tank screens of suitable attractive material. The style and quality of these screens must be approved by Management. An alternative to screening the hitch would be removal and storage.
10. No wood roofs are permitted due to the potential fire hazard.
11. All existing manufactured homes which are in an unaesthetic condition due to age, wear and tear from the elements, or such other conditions, shall be repainted or pressure washed. All manufactured homes which are not repainted or pressure washed within thirty (30) days after written notice may be repainted by Management at Tenant's expense.
12. If a Tenant fails to comply with these Rules concerning manufactured home exterior structure care, Management may within five (5) days after a written notice to the Tenant regarding the infraction of the Rules, have all unperformed work done by Management in order to comply with these Rules. All costs and expenses incurred thereby shall be added to the rental amount due at the next rental period following performance of such work.
13. Management shall be the sole judge of what constitutes a reasonable aesthetic appearance.



VIII. SEPTIC TANK, LEACHING BEDS, SEWER LINES, HEAT PIPES, WATER PIPES,  
OIL TANKS, ELECTRICITY, AND OTHER UTILITIES:

1. Septic tanks and leaching beds raise different concerns, and demand different treatment and much more care than a municipal public sewer system. Paper towels, sanitary products, or any other solid matter can cause septic tanks to fill up quickly and can clog pipes and leaching beds. Please do not put any of these solids down the toilet; dispose of them as rubbish. The septic tank pump company can tell what has been disposed of into the tank. **Please do not put grease down the sink or toilets!** Put the grease in a can or container and put it out with the trash. The Tenant is responsible for keeping the drain clean of debris. If the septic tanks get a heavy inflow of solid materials (paper, sanitary products, grease, or other solids) this effluent can flow from the tank into the leaching bed and plug it. This means that in addition to pumping the tank and cleaning it, the leaching bed may have to be dug up and relocated, replaced, or both. This is a costly and unnecessary expense and these costs will be ultimately reflected in the cost of operating expense. If the Tenant is found to be at fault, the Tenant will be billed for these expenses.
2. Heat tape should be checked every fall and be kept in good working order through the winter. Heat tapes are the Tenant's responsibility. Underground water pipes up to the Tenant's individual water meter are the responsibility of Management. Water pipes after and including the Tenants individual water meter to the home are entirely the Tenants responsibility. If your water pipe breaks, leaks or becomes loosened, you will have to contract, at your own expense, a plumber or qualified repair service.
3. All electrical connections, outlets, services and the like shall be installed, serviced and maintained by a licensed electrician. All overhead electrical cables up to the individual Tenant's electrical meter are the responsibility of Management. All electrical cables and components after and including the Tenant's individual electrical meter to the home are entirely the Tenant's responsibility. No Tenant, family member or guest shall tamper with wiring, fuse boxes or any other electrical device related to the source of electrical service coming into your manufactured housing.
4. Tenants are responsible for the care and maintenance of aboveground oil tanks. They are responsible for selecting and monitoring their reputable and insured fuel providers for care and efficiency. If the tank is not scraped and painted, or is allowed to deteriorate from lack of maintenance and Tenant is determined to be negligent, Tenant may be charged the uncompensated costs of remediation of a leak or spillage from the oil tank. Tenant may also be charged the costs of removing or replacing the tank.
5. Tenants whose water is not individually sub-metered agree not to use unreasonable amounts of the water supply to the Manufactured Housing Community and to conserve this precious commodity. Outside watering is limited to flowers and shrubs with use of a sprinkling can, and no more than one half hour per day for watering lawn. Car washing is limited to the use of water buckets only. Adherence to this rule is a top priority with Management.
6. No swimming pools, play sets, swing sets, or trampolines of any size shall be permitted within the Community.

## IX. AUTOMOBILE AND TRAFFIC SAFETY STANDARDS

1. Only passenger cars, small vans or pick-up trucks with good muffler systems and in good repair, running condition and appearance shall be kept in the Community.
2. Tenant shall not drive his or her car in excess of 10 m.p.h. in the Community.
3. Tenant, members of his or her family, or guests shall not leave any motor vehicle unattended in the traveled part of the roadway at any time.
4. Any vehicle left overnight in the street will be towed at the expense of the car owner or user.
5. Tenants, members of his or her family, or guests shall not drive any motor vehicle or motorcycle in the Community if he or she is unlicensed, regardless of whether or not he or she is accompanied by a licensed driver, to ensure Community safety.
6. Tenants shall not repair or overhaul any vehicle or automobile (except for minor tune-ups) in the Community. Minor repairs on motor vehicles shall not be undertaken on the lot unless said repairs are completed within 24 to 48 hours. Any used motor oil must be properly disposed of off the Community property immediately.
7. Tenant shall not operate any ATV's, mini-bikes, snowmobiles, or any other recreational vehicles within the Community.
8. Tenants shall not keep any unregistered, uninspected, or inoperable, ATV's, mini-bikes, snowmobiles, or any other recreational vehicle in the Community.
9. All tools, equipment, wheelbarrows, and other gear are to be stored in the home or shed.
10. No trucks larger than a van or pick-up can be left in the Community overnight unless they belong to a contractor working in the Community.
11. A maximum of two (2) registered vehicles customarily used on a daily basis by the Tenant and/or family members are to be kept in the driveway of any home. No unregistered, uninspected, or inoperable motor vehicle(s) shall be left or stored, temporarily or permanently in the Community. Additional vehicles may be allowed as long as it is kept within the paved driveway limits and pre-approved by Management.
12. A total of one (1) small boat, trailer, and other such recreational vehicle may be kept in the Community after receiving written permission from Management. Such vehicles, however, shall only be in a designated area on the Tenant's lot and must be kept in a neat, safe and orderly fashion.
13. No vehicles shall be parked on lawns. All vehicles which are permitted to be parked at the Tenant's manufactured home shall be kept in a driveway at all times. If the Tenant does not have a paved driveway, a designated driveway will be agreed upon by Management and Tenant.

14. If a violation of any of the above occurs, Management may notify the Tenant and after five (5) days, if no action is taken, towing expense may be charged to the vehicle's owner.
15. Children's toys, bicycles and other such recreational items shall be stored and kept out-of-sight when not in use.
16. In order to preserve roadways, driveways, yard, septic tank systems, and other facilities in the Community, Tenant agrees that he or she will not operate or allow any service vehicle in the Community having a G.W. of greater than 5,000 pounds without first securing written permission from Management. Management may, however, establish reasonable Rules to either prohibit or control the number of such vehicles in the Community, including not limited to the requirement that the owner of such vehicles post a bond for any damage caused while on the Community premises.

#### X. SNOW REMOVAL

1. Snow plowing of the streets within the Community will take place at the expense of Management (Tenants driveways are not included). Sanding and salting may also take place. The snow plowing often takes place when vision is obscured by blowing and drifting snow and darkness. For this reason, all automobiles parked in driveways during the winter season must be driven forward near to the manufactured housing and away from the road edge.
2. The trees along the streets of the Community may shade the street surface. Sun and shade conditions may contribute to a slippery road surface. Tenants should avoid walking on the streets when they are snow-covered and potentially slippery. Tenants are responsible for warning their guest of the potential hazards mentioned above.

#### XI. TRASH:

1. Tenant must place all trash in their barrel once a week to be picked up. All trash which is not placed in the barrel will be disposed of by Tenant promptly.
2. Leaves, pine needles, raked-up matter must be placed in plastic bags and contained in the barrel.
3. Tree branches may be picked up by Management at its option if they are placed at the edge of the road. This may occur in the spring and fall on a specific date and Tenants will be notified in advance. At other times, Tenant must take his or her own branches to the dump.
4. All barrels and/or plastic bags must be kept in a shed or out of sight behind the rear side of the home. They must not be left on porches or visible from any side of the home, except at time of collection.

## XII. PETS

1. Tenants shall not keep any wild animals, and under no circumstances shall there be any cages, dog houses, homes, or structures of any type for any animals on his or her lot or elsewhere within the Community.
2. Tenants shall not keep any farm-type animals within the Community, including but not limited to: rabbits, chickens, ducks, pigs, and geese. Management will permit traditional domestic pets, such as: tropical fish, birds, hamsters and gerbils, provided they remain within the mobile home and require no outside facilities.
3. No Dogs are allowed in the Community. No outdoor cats are allowed in the Community. Only two indoor cats per household are allowed.
4. Any pet which creates a nuisance shall be removed after notice from Management.

## XIII. GENERAL STANDARDS:

1. All homes shall be equipped with smoke detectors. All wood or coal stoves must be inspected by the Fire Dept. upon installation as well as periodic inspections.
2. Any home damaged by fire, a vehicle, wind, fallen tree, or by any other means in a manner whereby it becomes unsightly, unsafe or uninhabitable or whereby its exterior walls are burned, paint peeled, windows broken, and smoke damaged so that it appears unsightly, shall be removed from the Community within sixty (60) days at Tenant's expense, after written notice from Management regardless of when the insurance company promises settlement.
3. If the home can be repaired on site so that no danger exists and so that it is no longer unsightly, unsafe, uninhabitable, or a nuisance, Management shall make a decision regarding its appearance and continued tenancy after repairs are made.
4. Should Tenant, who is the owner of a manufactured home, die and there be no heirs or should death occur and heirs receive no cash from the estate from which to pay rent, or heirs refuse or otherwise do not pay rent when due, or should the rent otherwise remain unpaid for ninety (90) days from the date of death, Management is hereby granted the right by the Tenant now living in this Community to remove the manufactured home from the Community and place it on a sales lot or storage area of Management's choosing after giving notice to the administrator or executrix (if known) of Tenant's estate, or offer to purchase the manufactured home from the heirs. This obligation of Tenant shall bind his or her heirs, executors, administrators or assigns. The Tenant's estate may be charged by Management for any expenses incurred in removing a manufactured home from the Community.
5. Peddling, soliciting or commercial enterprises shall not be allowed in the Community without first obtaining written permission from Management.
6. No business operations shall be conducted within the Community.

#### XIV. CONDUCT:

1. Tenant, members of his or her family, and guests shall comply in every respect with the laws of the State of New Hampshire and Ordinances of the Town including but not limited to all Rules of the Health Office, Police Department, and Fire Department.
2. Tenant shall be responsible for any damage within the Community caused by their dependants, guests, or visitors. Televisions, stereos, radios, musical instruments etc., should be used and enjoyed with volume at moderation, particularly before 8 a.m. and after 10 p.m.
3. Tenant shall see that no person, other than established service people, be permitted on Tenant's lot during his or her absence without the express permission from Tenant and/or written permission from Management.
4. Tenant agrees that there shall be no loud parties, loud musical instruments, or music, noise or other commotion as not to disturb others in the Community.
5. Drinking in the privacy of one's home or yard is a personal matter, but drunken behavior, drinking in the streets, noise, or shouting, fights, or similar activity occasioned by the excessive use of alcohol which disturbs the peace and quiet of other Tenants of the Community shall be grounds for eviction. Abusive behavior or threats of violence against other Tenants and/or Management as well as damage to the rented premises/property, reasonable wear and tear expected, shall constitute grounds for eviction and you are liable for all damages.
6. Commercial enterprises, business operations, or any activity conducted for monetary gain by a Tenant shall be prohibited.
7. Tenants may have hunting type firearms, but no firearms may be fired or carried about the person inside the Community property. Any violation of state or local firearms laws by a Tenant or guest or any police action against a Tenant may bring eviction from Management.
8. Any breach of the peace, or assault, or disorderly conduct, or drunkenness, or violation of any laws of the State of New Hampshire, Ordinances of the Town of Amherst by any Tenant, Tenant's family member, or Tenant's guest, shall be sufficient basis for eviction of the Tenant.

#### XV. MISCELLANEOUS:

1. FIRES:  
Tenant shall have no open fires, including but not limited to charcoal cooking unless it is done in a hibachi grill or other acceptable grill and carefully attended by Tenant.
2. INJURIES:  
Tenant shall save and hold Management harmless from any fires, lost or stolen property, personal injury or property damage claims which result to Tenant's or their guest's

property and further, Tenant agrees to carry sufficient amounts of property and liability insurance to provide for these contingencies.

3. **LEGAL AND REPAIR COSTS OF MANAGEMENT:**

If a Tenant's, or visitor's, or child's failure to comply with these Rules results in damage to Park property, the Tenant shall be responsible for all costs of repair thereof. If costs are incurred by Management to enforce compliance of any of these Rules, the Tenant shall be responsible for all costs thereof, including reasonable attorney's fees.

4. **REAL ESTATE TAXES:**

You may be evicted if you do not pay your taxes. Upon notification by the Tax Collector of the Town that any Tenant is behind in taxes assessed against the Tenant's manufactured housing, Management will notify the Tenant in writing and allow thirty (30) days for a response in writing telling Management when these taxes will be paid. If no response is forthcoming within the thirty (30) days and/or if after the response by the Tenant the taxes are still unpaid after a promise to pay date has passed, Management may proceed to evict the Tenant. There is a strong possibility that a Tenant's home may be sold in order to pay these taxes, legal costs, and other expenses occasioned by the above and this will be assessed against the Tenant.

5. **PLUMBING:**

Each owner of manufactured housing shall see that his or her faucets and his or her toilet mechanisms do not leak water or drip water which, if allowed to continue, will damage the leach bed by filling the bed with excessive water. If upon inspection of the septic tank or other obvious evidence that plumbing is leaking water into the septic system, Management will have the right to request entry to inspect plumbing. If repairs to the plumbing are delayed more than twenty-four (24) hours, Management will have the right to send a plumber to make the repairs and bill the Tenant for these repairs.

6. **TENTS/CAMPERS**

Not Tent or camping trailer shall be placed, set-up, or inhabited upon any land within the Community.

7. **COMPLAINTS:**

All complaints pertaining to Management, Tenants, etc. must be submitted to Management in writing and signed. Then and only then, will management acknowledge and reply in writing its findings, recommendations or course of action to be taken.

8. **NOTICE:**

If any of the Rules state that you must have written approval from Management or the owner, the request for approval must be in writing. Unless specific time limitations are stated, Management or the owner will respond to your written request within ten (10) day of receipt. If it is obvious from the Community Rules that if you should receive notification of a violation or other matter, you will be sent a letter notifying you.

9. **ADDITIONAL RENT**

Any costs, charges, or fees assessed pursuant to these Rules shall be deemed to be Additional Rent, and shall be due and payable with the following months Rent.

10. RULES VIOLATIONS

Repeated or ongoing violation of any of these Rules, after written notice, shall be grounds for eviction.

11. WAIVER:

Management retains the right, in its sole discretion, to waive, in writing, any one or more of these rules with respect to any one or more Tenants. Waiver of any rule shall not be deemed a waiver of any other rule unless expressly stated therein, nor shall a waiver on behalf of any specific individual or individuals be deemed a waiver for any other individuals.

12. AMENDMENTS:

Amendments to the Rules may be made at any time by Management, and copies of such amendments shall be distributed to Tenants. Such amendments shall become effective three (3) months after notice is given to Tenant.

13. PARTIAL INVALIDITY OF RULES:

If any of the provisions of this Manufactured Housing Community Agreement and/or these Rules shall contravene or be invalid under the Ordinances of the Town, the Laws of the State of New Hampshire, or the Laws of the United States of America, such contravention or invalidity shall not invalidate the entire Agreement and/or these Rules. Instead, it shall be construed as if not containing the particular word, phrase, provision, or performance held to be invalid, and all other rights and obligations of the parties hereto shall be enforced accordingly.

*Harry Dumont* (electronic signature)

---

Amherst Gardens, LLC  
Authorized Agent for Owner/Operator

Property Manager: Harry Dumont  
Telephone number: 603-888-8950  
Website: LannanCompany.com  
Address of Manager: 7D Taggart Drive, Nashua, NH 03060

Emergency Contact Gary Francoeur  
Emergency Number: 603-396-0140

**Effective March 1, 2008**

**Revised January 1, 2014 (late fee increase)**

**Revised September 1, 2018 (late fee date and contact info)**

**Revised May 15, 2025 (application fee increase)**