

LEDGEWOOD COMMUNITY

Lot Agreement and Rules and Regulations

Candia Road
Manchester, NH

(Rev. 3-14-15)
LOT AGREEMENT
for
LEDGEWOOD COMMUNITY

AGREEMENT made as of the ___ day of ___, 2020 by and between the Hometown Ledgewood, LLC and/or its assigns, Owner of Ledgewood Community, 18 Ledgewood Way, Manchester, New Hampshire 03104 (hereinafter called "Owner") _____, with a permanent address of _____ Way, Manchester, NH 03104 (hereinafter called "Tenant(s)").

Terms and Conditions of this Rental Agreement

- A. This is an Adult Community:
1. Occupancy shall be limited consistent with Title VIII of the Fair Housing Act which requires that at least 80% of units be occupied by at least one person who is 55 years of age or older. As housing for older persons, owners claim an exemption from the provisions of the Fair Housing Act regarding discrimination based on familial status that is, the presence of persons under the age of 18. Therefore, no person under the age of 18 is allowed to live in a home in the Park.
- B. Home Site:
1. Owner hereby rents to Tenant and Tenant hereby rents from Owner the Home Site known as # (hereinafter called the "Premises"), together with the right in common with all others entitled thereto to use the Common Areas, all as located in the Ledgewood Community (hereinafter the "Park" and/or "Community").
 2. Tenant agrees that it is the lawful occupant of that ___ Year ___, Serial _____ & Model _____, situated on the House Site, and being conveyed to _____, of even date herewith (hereinafter called the "Home" and/or "Manufactured Home").
 3. Tenant further agrees not to place or construct on the Premises any other structure, addition or substitute of any kind without the expressed written authorization from the Owner.

C. Rents:

1. Rents are payable, in advance, to Owner, with a mailing address of 18 Ledgewood Way, Manchester, NH on, or before the first day of the month (excluding Sundays and Holidays).
2. Rent is \$710.01 per month minimum, plus \$10.00 or the maximum amount permitted under New Hampshire Revised Statutes Annotated 205-A:2, VIII(a) for each tenant in excess of two (2).
3. Yearly rental rate shall increase by:
 - (a) The said monthly Rent will increase June 1st of each year regardless of the commencement date of the Rental Agreement. Such increase shall be in an amount equal to that percentage of the said monthly Rent which is the same percentage as any increase in the United States Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) for Boston, Massachusetts (1982-84=100) between March 1st of the most recent two (2) years; in any event the minimum increase will be three (3%) percent and not to exceed five (5%) percent per year (the "Cap"). If the Consumer Price Index ("CPI") should decrease in any one year, the monthly Rent shall be increased the minimum 3%.
 - (b) Each Tenant shall pay 1/149th of the property tax increase for the Park (the base taxes for the Park are fiscal year most recently ending prior to the commencement of the Rental Agreement) and 1/149th of any property and/or liability insurance increase for the Park, in any policy year over the prior year.

Each Tenant shall pay 1/149th of the Community Charge increase of the Park (the base expenses for the Park are for the prior calendar year). The said monthly Rent will increase on that June 1st which falls in the calendar year after the commencement of the Rental Agreement.
 - (c) In the event that any personal check is returned by the bank unpaid, we will require that it be replaced at once with cash or bank check. A \$25.00 bank charge will be assessed by the Owner for all returned checks.
4. The Tenant shall deliver to Owner, upon execution hereof, a security deposit in the amount of \$710.01 (one month's rent). The security deposit shall be held in an account by Owner, with other security deposits from other tenants

in Park, and shall be duly accounted for at the termination of the Rental Agreement in accordance with NHRSA 540-A.

5. All payments made by the Tenant shall be applied in the following order:
 - (a) To taxes due from Tenant under Section C.3(b) hereof.
 - (b) Rent due from Tenant under Section C.2, as increased on an annual basis under Section C.3, hereof.
 - (c) Any other charges, costs or expenses accruing hereunder.

D. Term of Rental Agreement:

1. This Rental Agreement shall commence on the ___ day of ___ 2020.
2. The term of this Rental Agreement shall be for a period of 40 year(s) from the commencement date shown above, unless sooner terminated by agreement of the parties or for cause hereunder. Rentals shall be adjusted annually pursuant to Section C.3 of this Rental Agreement. Upon conclusion of the initial term hereunder, unless notice is given by either party to the other, in writing, at least ninety (90) days prior to the expiration thereof, then this Rental Agreement shall continue from year to year, on an at will basis, subject to all terms and conditions hereof, including annual Rental increases.
3. The vacating of the Premises by Tenant shall not be deemed a surrender or acceptance of surrender of the Premises nor a termination of this Rental Agreement unless so stipulated in writing by the Owner.
4. Tenant shall be liable for all reasonable costs, attorney's fees and expenses that Owner shall or will incur while enforcing this Rental Agreement.
5. Upon completion of the term hereof, consistent with the provisions of Section D.2 of this Rental Agreement, as may be extended hereunder, the Tenant shall be responsible to remove the Home from the Home Site and restore the Premises to its original condition including, but not limited to, the removal of all Appurtenant Structures and Lot Improvements, (as identified in Tenant's Warranty Deed for the Home). Tenant shall provide Owner with ninety (90) days advance written notice prior to removal of the Home from the Home Site and, further, shall provide Owner with a contract with a duly licensed professional engaged to remove the Home and restore the Premises, evidence of appropriate insurance as reasonably required by Owner, and evidence of Tenant's ability to pay for the removal of the Home from the Home Site and to restore the Premises (or present Owner with a mechanics lien waiver from the contractor engaged for such purposes).

6. Provided that rights of reversion are not otherwise prohibited under New Hampshire law, upon termination of the Rental Agreement as provided for in Section D.7 hereinbelow, title to the improvements as described in paragraph B.2 (and all Appurtenant Structures and Lot Improvements) shall revert to the Owner without compensation to the Tenant, subject only to the lien of a secured lender consented to by Owner.
7. This Rental Agreement may be terminated by the Owner if:
 - (i) The Tenant fails to pay rent pursuant to paragraph C, of this Rental Agreement or fails to pay any utility charges or any other charges due and payable under this Rental Agreement. Prior to termination the Owner shall give written notice to the Tenant in the manner prescribed by NH RSA 540:5 and by first class mail. If the Tenant has not paid any and all such amounts outstanding within 30 days of receiving said notice, plus \$15.00 dollars as liquidated damages (or the maximum amount permitted under NH RSA 205-A:4I), then this Tenancy shall be terminated;
 - (ii) The Tenant fails to comply with local ordinances or state or federal law or regulations relating to manufactured housing or manufactured housing parks. Prior to termination the Owner shall give their notice to the Tenant in the manner prescribed by NH RSA 540:5 and by first class mail. If the Tenant has not ceased violating such ordinance, law or regulation within 60 days of receiving said notice, then this Tenancy shall be terminated;
 - (iii) The Tenant damages property of Owner or damages property deemed to be communal. Prior to termination the Owner shall give written notice to the Tenant in the manner prescribed by NH RSA 540:5 and by first class mail. If the Tenant has not paid full retribution or repaired the damage in a good and workmanlike manner within 60 days of receiving said notice, then this Tenancy shall be terminated;
 - (iv) The Tenant repeatedly engages in conduct that disturbs the peace and quiet of other tenants in Ledgewood Adult Community. Prior to termination the Owner shall give written notice to the Tenant in the manner prescribed by NH RSA 540:5 and by first class mail. If a repeated instance of such action or activity occurs within 60 days of the Tenant receiving said notice, then this Tenancy shall be terminated. If the Tenant is a repeat offender, then said Tenancy shall terminate immediately upon the 60th day of receiving such notice;
 - (v) The Tenant fails to comply with the Rules and Regulations of Ledgewood Community, as the same from time to time may be

amended. If the Rules and Regulations are amended with the written consent of the Tenant, then they shall be enforceable immediately. If the Rules and Regulations are amended without the written consent of the Tenants then they shall be enforceable 3 months after they have been distributed in writing to the Tenants. The Owner shall first give written notice of the failure to comply and allow the Tenant a reasonable opportunity to comply with such Rules and Regulations. If the Tenant does come into compliance within such a reasonable period then the Owner shall give written notice to the Tenant in a manner prescribed by NH RSA 540:5 and by first class mail. 60 days after receiving such notice this Tenancy shall automatically be terminated; and

- (vi) If the manufactured housing park is condemned or the use of the manufactured housing park is changed, then the Owner shall give written notice to the Tenant in a manner prescribed by NH RSA 540:5 and by first class mail. This Tenancy shall automatically terminate 18 months after such notice is issued.

8. Transfer of the Rental Agreement Is Prohibited

- i. Tenant(s) shall not assign or transfer this rental agreement.

E. Insurance:

1. Owner shall furnish and maintain general liability insurance insuring itself at a minimum of \$2,000,000 per occurrence/\$2,000,000 Aggregate limits covering the common areas and common facilities at the Community. Further, the Owner shall obtain flood insurance if the Community or any portion thereof is ever deemed to be within a FEMA flood zone.
2. Tenant shall furnish and maintain its own fire, casualty and liability insurance for at least \$300,000 on a primary, noncontributory basis or personal injury and property damage and Tenant shall furnish its own fire and casualty insurance to cover Tenant's personal property and the Home. The tenant's liability is primary. The foregoing insurance shall be in an amount satisfactory to the Owner, Fee Mortgagee and Leasehold Mortgage (if any) and a Certificate of Insurance shall be given by the Tenant's insurance company naming, Owner, Fee Mortgagee and Leasehold Mortgage (if any) as additional insured, and shall contain a 30 day cancellation notice provision. Copy of said Certificate shall accompany this executed Rental Agreement. Revised Certificates shall be delivered to Owner upon any change and in any event within 10 days of any request by Owner. Such Certificate shall be substantially in form similar to Exhibit E.

- 3 Tenant agrees to indemnify and hold Owner harmless from all liability loss or damage occurring from any negligence made or suffered on the Premises by Tenant, Tenant's family, friends, relatives, invitees, visitors, agents, or servants or from carelessness, neglect or improper conduct of any such persons. All personal property in any part of the Premises within the control of Tenant shall be at the sole risk of Tenant. Subject to provisions of applicable law, Owner shall not be liable for damages to or loss of property of any kind which may be lost or stolen, damage or destroyed while on the Premises or liable for personal injury unless caused by the Owner.

F. Subletting, Assignment and Guest Policy:

1. Subletting of the Home is not permitted without: (a) the prior written consent of the Owner (which permission shall be at Owner's sole discretion); and (b) written verification of the Sublettee that the Sublettee acknowledges this Rental Agreement and agrees to adhere to all of the obligations of this Rental Agreement and the Rules and Regulations promulgated hereunder. The Owner may require a verification of age of any Sublettee and may reject a Sublettee based upon the requirements of Paragraph A.1 of this Rental Agreement. The Owner may also confirm the creditworthiness of any Sublettee and may reject a Sublettee who is not creditworthy.
2. Tenant may assign its interest in the Premises upon the following terms and conditions:
 - A. The Owner may require a verification of age of any Assignee and may reject an Assignee based upon the requirements of paragraph A.1 of this Rental Agreement.
 - B. The Owner may confirm the creditworthiness of any Assignee to ensure that the Assignee meets the creditworthiness requirements of Freddie Mac and/or Fannie Mae (as applicable) and of the secondary mortgage market. The Owner may reject any Assignee who is not deemed creditworthy under these guidelines.
 - C. The Assignee must acknowledge the Rental Agreement in writing and agree to adhere to all the obligations hereof, inclusive of the Rules and Regulations.
3. Only those occupants listed on this Rental Agreement are permitted to reside in the park. Tenants are not required to get prior written permission from the Owner before an overnight guest can stay in the park. However, the Tenant must get the prior written permission of the Owner for any guest who stays longer than 30 days, which permission shall not be unreasonably withheld. Further, guests who stay longer than 30 days may

cause the Tenant's rent to be subject to the rental fee for excess tenants pursuant to paragraph C.2 of this Rental Agreement.

G. Permissible Uses:

1. Tenant shall use the premises only for Residential dwelling purposes and for no other purpose.
2. Wholesale, retail, business or commercial enterprises are not allowed within the park.

H. Alterations or Changes:

1. Any of the following changes made on the Premises must have written approval of the Owner.
 - (a) Placing of poles for clothes lines, shrubs, TV antennas, etc.;
 - (b) Utility building/sheds maximum size 10' wide, 12' long, 6'6" to plate with double pitch roof. Utility building must be wood construction and painted to match the Home or stained a natural earth tone color. Buildings must be placed in the back of the home out of view from the street;
 - (c) Central air-conditioning units (HVAC) must be mounted in the back of the Home out of view from the street or properly screened in circumstances where side mounted units are required;
 - (d) Additions, including but not limited to, a room, porch, screen rooms, steps, etc. (must be commercial quality construction and plans must be provided by Tenant) to Owner for review and approval.
 - (e) Fences.
2. Alterations to the exterior of the Home or the Premises require the approval of the Owner.
3. Removal of the Home from the Premises requires the written consent of any leasehold mortgagee, if applicable.
4. Any and all alterations hereunder shall be at Tenant's sole cost and expense.

I. Parking and Vehicles within the Park:

1. No parking on the lawns or patios. No parking on streets.
2. Maximum two (2) registered vehicles per home.
3. No unregistered vehicles allowed.
4. Vehicles over $\frac{3}{4}$ ton capacity are not permitted in the park without management permission.
5. No parking of RV's is permitted on the streets or the Premises.
6. The speed limit throughout the park is 15 mph unless otherwise posted.
7. No commercial vehicles are allowed without written approval of Owner.

J. Maintenance of Property:

1. Park management is responsible for snow removal on Park streets. Owner agrees to maintain Tenant's lawn and plow Tenant's walkway and driveway. Owner shall also maintain all trees and shrubs as were originally planted and furnished by Owner, prior to closing. Owner shall mulch each spring all original mulch beds. Tenant shall be solely responsible for all of the Tenant's own plantings.
2. Tenant shall at all times keep and maintain the Home and Premises in good repair, whole and of the same kind, quality and description and in such repair, order and condition as at the commencement of occupancy, or as may be put in thereafter, reasonable wear and tear expected. If Tenant shall fail to so keep and maintain exterior of the Home or the Tenant shall fail to so keep and maintain the Premises, Owner shall notify tenant in writing immediately to cure such problem or issue within ten (10) days. If Tenant has not cured such problem or issue then Owner may, at its sole discretion, enter upon the Home and/or Premises and make the necessary repairs and/or maintenance and Tenant shall forthwith reimburse the Owner for any and all costs and expenses within 10 business days. Any unreimbursed costs shall accrue interest at a rate of 1 $\frac{1}{2}$ % per month, or any portion thereof. Further, failure to so reimburse shall constitute a material default hereunder.
3. Except as set out in J.1. above, the trees and shrubbery must be kept neat and trimmed by Tenant, however they may not be altered unless approved by the Owner in writing. If the Tenant does not comply with this regulation, the Owner may maintain any Tenant planted trees and shrubs at the Tenant's expense, consistent with the provisions of Paragraph J.2. above.

4. Driveways and Walkways and Roadways shall be maintained by the Owner but charges shall be passed on by Owner to Tenant in accordance with the Community Charge provisions hereof.
 5. Lawns must be kept in a neat appearance.
 6. Lawn mowers, garden tools, etc., must be kept in a storage shed or garage when not in use.
 7. Garbage and trash removal is provided by the Owner. Plastic bags may be used only if they are placed in a container. Garbage and trash containers shall be kept clean and free of offensive odors. Containers shall be moved from the curb after pickup and placed in their proper storage area no later than the end of the day pickup occurred. Burning is not permitted.
 8. Mailboxes are furnished by the Park.
 9. Reasonable quiet must be maintained between the hours of 10:00 p.m. and 7:00 a.m. No loud radios, televisions or parties. Barking dogs or other noisy pets will not be allowed at any times.
- K. Pets:
1. Pets are allowed in the Park. Please see attached Rules and Regulations for further details and restrictions.
- L. Utilities/Taxes:
1. Park electrical, water, sewer and gas are supplied to each Home Site by Owner. Tenants will be billed directly by the respective utility companies. Tenants shall pay their utility bills when due. In unseasonably dry weather, water restrictions may be enforced. Tenants will be notified in this case.
 2. All water faucets must be kept in good repair.
 3. Water leaks that occur above the ground are the responsibility of the Tenant and must be repaired as soon as possible. Underground leaks should be reported to the management as soon as they are suspected.
 4. Tenants shall be responsible for the costs or repairs to plumbing system where repairs are necessary due to obstruction in pipes caused by Tenants.
 5. Tenants shall pay for their own telephone, cable and other utilities when due.

normal business address. Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if actually given in hand.

N. Tenant's Right on Sale of Premises by Owner:

1. RSA 205-A:21 provides "Notice Required Before Sale."

- I. No manufactured housing park owner shall make a final unconditional acceptance of any offer for the sale or transfer of a manufactured housing park without first giving 60 (sixty) days' notice to each tenant:
 - a. That the Owner intends to sell the manufactured housing park; and
 - b. Of the price, terms and conditions of an acceptable offer he has received to sell the park or the price, terms and conditions for which he intends to sell the park. This notice shall include a copy of the written offer or other documents which sets forth a description of the property to be purchased and the price, terms and conditions of the acceptable offer.
- II. During the notice period required under Paragraph I, the manufactured housing park owner shall consider any offer received from the tenants or a tenants' association, if any, and the owner shall negotiate in good faith with the tenants concerning a potential purchase. If during the notice period the tenants decide to make an offer to purchase the manufactured housing park, such offer shall be evidenced by a Purchase and Sale Agreement; however, the tenants shall have a reasonable time beyond the 60 (sixty) day period, if necessary, to obtain financing for the purchase.
- III. The notice required by Paragraph I shall be served by certified mail, return receipt requested, to each tenant at his abode. A receipt from the United States Postal Service that is signed by any adult member of the household to which it was mailed, or a notification in the letter that the letter was refused by any adult member of the tenant household, or that the tenant no longer resides there, or that the letter was returned to the post office unclaimed, shall constitute a conclusive presumption that the service was made in any court action in this state.

O. Contacting the Owner:

1. The Owner can be reached by mail at 18 Ledgewood Way, Manchester, New Hampshire 03104. In the event of an emergency or for repairs our management representative (Barbara Travia) will be available at (603) 641-8877.

P. Financing of the Home Site:

1. Upon thirty (30) days prior written notice to Owner, Tenant shall have the right to obtain a conventional, leasehold mortgage (a "mortgage") on their Home and their leasehold interest in the Premises. The consent of the Owner shall not be required; however, the Tenant shall provide the Owner with notice of the mortgagee (the "Leasehold Mortgagee"). Said notice shall include the loan number of the mortgage as well as the name, mailing address and customer service telephone number for the Leasehold Mortgagee. The Leasehold Mortgagee shall take title subject to all of the terms and conditions of this Lease and, further, shall be subject and subordinate to any mortgage financing now existing or hereafter arising on Owner's fee interest in the Premises (the "Fee Mortgage"). Owner agrees that said Fee Mortgage shall require the Lender to enter into a subordination, non-disturbance and attornment agreement with Tenant and Tenant's Leasehold Mortgagee upon commercially reasonable terms and conditions.
2. The Tenant shall not obtain a mortgage for a term which exceeds the term of the Rental Agreement as established in paragraph D.2 of this Rental Agreement, nor shall the Tenant obtain a mortgage which is greater than the appraised value of the Home as of the date the mortgage commences.
3. The Tenant hereunder agrees to provide their Leasehold Mortgagee with the Rules and Regulations of the Park upon request and, further, authorizes the Owner to provide or confirm said Rules and Regulations to the Leasehold Mortgagee, if requested. At any time the Tenant is in arrears for more than 30 days, the Tenant hereunder authorizes (but does not require) the Owner to give a written notice to the Leasehold Mortgagee pursuant to NH RSA 205-A: 4-a II, specifying the amount past due and any additional late fees and charges.
4. The Leasehold Mortgagee shall have the right, but not the obligation (unless and until it assumes the lease) to: (i) pay rent or other taxes, fees or charges due, (ii) provide insurance, and (ii) cure any defaults hereunder, if applicable.
5. Provided that Owner has received appropriate notice of the existence of a Leasehold Mortgagee, and the address set forth therein remains the same, Owner agrees to furnish Leasehold Mortgagee with copies of any default or termination notices hereunder. Leasehold Mortgagee shall have such opportunity to cure any default, as if Leasehold Mortgagee is Tenant, under the terms hereof or as otherwise allowed under NHRSA, as may be amended.

6. In the event that Leasehold Mortgagee acquires title by foreclosure upon its mortgage, the Leasehold Mortgagee shall have the right to sell or assign its interest in the Home or the Premises provided that such sale or assignment is in compliance with the terms and provisions hereof.

Q. See attached Addendum "A" Rules and Regulations that is a part of this Rental Agreement. See also the attached Exhibits which are a part of this Rental Agreement:

Exhibit A - Legal Description;
Exhibit B - Utility Services;
Exhibit C - Additional Rent and Community Charges for Current Year;
Exhibit D - Example of Base Rent Adjustment Calculation; and
Exhibit E - Sample Insurance Certificate

R. Miscellaneous

1. If any provisions of this Rental Agreement or portion thereof or the application thereof is held invalid, the remainder of this Rental Agreement (or the remainder of such provision) and the application thereof to other persons or circumstance shall not be affected.
2. The waiver by Owner of one breach of any term, condition, covenant, obligation, or agreement of this Rental Agreement shall not be considered a waiver of that or any other term, condition, covenant, obligation or agreement or any subsequent breach.
3. Tenant covenants and agrees that if Owner shall remove Tenant's Manufactured Home, goods or effects, pursuant to the terms hereof or of any court order, Owner shall not be liable or responsible for any loss or damage to Tenant's Manufactured Home, goods or effects and the Owner's act of so removing such goods or effects. Owner shall comply with all applicable laws, and shall exercise due care in handling of such goods to the fullest practical extent under the circumstances.
4. This Rental Agreement may be terminated for reasons permitted under RSA 205-A:4, and the following sections of the Revised Statutes Annotated of the State of New Hampshire as they are amended or may be amended from time to time or in accordance with any successor statutes thereof.
5. Tenant agrees to abide by the Rules and Regulations of Ledgewood Adult Community attached hereto and made a part hereof as well as any additions deletions or amendments thereto which may be promulgated by Owner from time to time hereafter in accordance with the procedure set forth in New Hampshire Revised Statutes Annotated 205-A:2.

6. Tenant acknowledges that this Rental Agreement and the annexed Rules and Regulations of Ledgewood Adult Community were fully disclosed to Tenant in writing, a reasonable time prior to time of rental and/or occupancy of Premises, and Owner acknowledges that any changes in said Rules and Regulations shall be either delivered or mailed to the Tenant or posted in the Ledgewood Adult Community in a place available for inspection by Tenant.

S. Special Terms and Definitions for the Capitalized Terms Used in this Agreement.

Additional Rent is the charge for increases in property taxes above the base fiscal year, governmental assessments, utility charges and property insurance premiums attributable to the Home Site, if not separately taxed or billed to the Resident. The amount currently being assessed as Additional Rent is provided in the Exhibit to this Agreement titled “Additional Rent and Community Charges for the Current Year”.

Basic Rent is the monthly, rental rate for the Tenant’s leasehold interest in the Tenant’s Home Site, and the nonexclusive right to the use and enjoyment of the Community, including the Common Areas and Community Facilities.

The Cap is the maximum percentage increase in the Basic Rent permitted for each Rent Period, as set forth in Section C.3(a).

Common Areas are all of the areas in the Community which are used in common by the residents in the Community, and includes the roads, walkways, parks, playgrounds, woods, trails and other natural areas.

The Community is the residential development, which includes the Common Areas and Community Facilities. Except when the context implies otherwise, the Community includes the Home Sites.

Community Facilities are all of the facilities and services in the Community which are used in common by the residents in the Community, and includes any Community buildings, common recreation facilities and play areas and other common facilities and amenities.

Community Charges are charges and amounts assessed to the Resident for increases in taxes, insurance, utilities and Operating Expenses related to the Common Areas and Community Facilities. Community Charges also includes Operating Expenses related to the Home Site if the Owner is obligated to maintain the Home Site under the terms of this Agreement. The amount currently being assessed for the Tenant’s Home Site for each Community Charge is provided in the Exhibit to this Agreement titled “Additional Rent and Community Charges for Current Year”.

Community Guidelines are the Community Rules and Regulations governing the use and occupancy of the Home and the Home Site and requirements related to the Common Areas and Community Facilities, including provisions regarding required maintenance and community relationships. A copy of the Community Rules and Regulations is attached as an Exhibit to this Agreement. The Community Rules and Regulations and any alterations, additions, modifications or amendments adopted in accordance with this Agreement are deemed to be a part of this Agreement.

The Cost of Living Index is the index identified in Section C.3(a). If the Cost of Living Index is discontinued and/or amended, then a successor or amended Index prepared by the same governmental agency or successor agency or comparable reporting agency will be used.

A Court-Ordered Termination is a termination of this Agreement and the Tenant's leasehold interest in the Home Site, and the reversion of the leasehold estate and the dwelling and other improvements on the leasehold estate to the Owner, ordered by a court of competent jurisdiction, as a consequence of a Tenant's default under the terms of this Agreement.

Creditworthy and Creditworthiness mean being able to meet the standard creditworthiness standards of either: (i) the Federal Home Loan Mortgage Corporation stated in the most recent Freddie Mac Single-Family Seller/Servicer Guide or (ii) the Federal National Mortgage Association stated in the most recent Fannie Mae Seller/Servicer Guide, in each instance applicable to borrowers obtaining conventional mortgage financing or comparable creditworthiness standards of other secondary mortgage market investors.

A Default Notice is the written notice, as proscribed by NH RSA 540:5, provided to the Tenant by the Owner if the Tenant has not paid Basic Rent, Additional Rent or Community Charges by the payment due date or the Tenant has violated or is otherwise in default under the terms of this Agreement. The Default Notice will be delivered to the Tenant in accordance with the terms of this Agreement, as proscribed by NH RSA 540:5, and will state the specific default or violation, the amount of a payment default (including any Late Payment Charges), or what the Tenant must do (or refrain from doing) to cure a nonmonetary violation or default.

A Home is the residential dwelling located on a resident's Home Site, owned by the Tenant, that includes the garage, deck, porch, lamp post and fixture, and any other attachments or approved structures on the land. The Home may be a Manufactured Home if the Manufactured Home meets the requirements for a Manufactured Home provided in its definition.

A Home Site is a site in the Community for a Home and includes the foundation, basement or crawlspace or concrete slab, if applicable, identified by a site number. The Tenant's Home Site is the Home Site stated in Section B.2 of this Agreement; and referred to as "Premises" herein. The legal description of Tenant's Home Site is provided in Exhibit A to this Agreement titled "Legal Description of Home Site".

Initial Basic Rent is the basic monthly or annual, as applicable, Basic Rent for the Initial Term stated Section C of this Agreement.

A Manufactured Home is a single family dwelling unit that is built and installed in compliance with the Chapter 22(a) of the National Manufactured Housing Construction and Safety Standards Act of 1976 and the Regulations of the Department of Housing and Urban Development issued in connection with that Act and that has a certification label permanently affixed to each transportable section.

The Manufactured Home must be built on a permanent chassis and be permanently affixed to a foundation system designed by a licensed professional engineer, and suitable for the soil conditions of the site. All foundations must:

- (a) **Have permanent footings that are suitable for the soil, climate and geological conditions of the site;**
- (b) **Be able to support the size and weight of the Manufactured Home; and**
- (c) **Meet federal, state and local laws, rules and regulations.**

Any wheels, axles, towing hitches or running gear must be removed from the Manufactured Home.

The Manufactured Home must be installed as a permanent improvement or fixture to the underlying real property in accordance with state law.

The words "Owner" and "Tenant" as used herein shall include their respective heirs, executors, administrators, successors, representatives, assigns, agents, and servants; and the words "he", "his", "him" or "it" where applicable shall apply to the Owner or Tenant regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Tenant hereunder, the covenants, conditions and agreements herein of the Tenant shall be joint and several obligations of each such party.

Dated: _____, 2020

OWNER:

Hometown Ledgewood, LLC

Witness

By: Barbara Travia

Its: Duly Authorized
Manager

TENANT:

Witness

Witness

STATE OF New Hampshire
COUNTY OF Hillsborough

_____,2020

Then personally appeared the above-named Barbara Travia, and acknowledged the foregoing instrument to be his free act and deed and that of the limited liability company, before me,

Notary Public/Justice of Peace

My Commission Expires:
Seal or Stamp:

STATE OF New Hampshire
COUNTY OF Hillsborough

____, 2020

The foregoing instrument was acknowledged before me this ____ day of
____ 2020, by _____, as their free act and deed.

Notary Public/Justice of Peace
My Commission Expires:
Seal or Stamp:

ACKNOWLEDGEMENT OF RECEIPT

We, _____, hereby acknowledge receipt of a copy of the Rules and Regulations of Ledgewood Community on the ____ day of ____, 2020, with the preamble "NOTICE" as required by the New Hampshire Revised Statutes Annotated 205-A:2.

TENANT:

Witness

XXXX

Witness

XXXX

ADDENDUM "A"

LEDGEWOOD COMMUNITY

RULES AND REGULATIONS

OF

LEDGEWOOD COMMUNITY

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 CHANGES WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 (NINETY) DAYS ADVANCE NOTICE OF 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 NON-PAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY RENT DUE WITHIN 30 (THIRTY) 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 THE PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 (SIXTY) DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOU RENT, IN WHICH CASE ONLY 30 (THIRTY) DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS PARK. YOU MUST NOTIFY THE PARK IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 05401.

BE IT KNOWN THAT, the Hometown Ledgewood, LLC, a New Hampshire Limited Liability Company, its successors and/or assigns, with a principal place of business at 18 Ledgewood Way, Manchester, County of Hillsborough, State of New Hampshire (herein called OWNER) is the owner of a certain parcel of land in Manchester, New Hampshire now entitled, "Ledgewood Community" and more specifically described as Plan # 31322. Prepared for Wellington/Auburn Realty Group, LLC, Elmer A. Pease, II, Manager, 5 Dartmouth Drive, Suite #101, Auburn, New Hampshire and Recorded at the Hillsborough County Registry of Deeds, dated December 14, 2000 (the "Park").

THE INTENT OF THESE RULES AND REGULATIONS IS TO INSURE THE USE OF THE PARK FOR ATTRACTIVE, PRIVATE RESIDENTIAL PURPOSES ONLY, TO PREVENT NUISANCES, TO PRESERVE THE PEACEFUL COUNTRY ATMOSPHERE OF THE PARK, AND TO MAINTAIN THE DESIRED TONE OF THE COMMUNITY, INCLUDING THE PRESERVATION OF INVESTMENTS IN AND RESALE VALUE OF THE PROPERTY.

In consideration of benefits being granted herein to the prospective owners of the homes in the Park, and in consideration of the benefits reserved by or anticipated by the said OWNER, this list of rules and regulations is made to apply to all sites in the Park.

1. Unless otherwise indicated, all restrictions herein are imposed on and run with the land and bind all purchasers of the homes in the Park, and their assigns, grantees, legal representatives, heirs and mortgagees. Failure to specifically refer to and include or incorporate these rules and regulations in any transfer of a home in the Park shall not in any manner affect the validity and effectiveness of these restrictions.
2. Occupancy shall be limited consistent with Title VIII of the Fair Housing Act which requires that at least 80% of units be occupied by at least one person who is 55 years of age or older. As housing for older persons, we claim an exemption from the provisions of the Fair Housing Act regarding discrimination based on familial status – that is, the presence of persons under the age of 18. Therefore, no person under the age of 18 is allowed to live in a home in the Park.
3. Not more than a single private residence designed for occupancy by one household may be erected, located or maintained on any one leased home site, including all home sites enlarged or recreated by the shifting or relocation of boundary lines as approved by the Planning Board. Consistent with Paragraph B,2 of

the Rental Agreement, a 1 or 2 car garage and other appurtenant structures may be erected, located and maintained as part of the residence subject to the other restrictions herein and as allowed under the Zoning Ordinance.

4. No single unit as shown on the approved plan for the Park may be subdivided except for line relocation as approved by the Planning Board.
5. Stonewalls abutting any and all access roads shall not be broken, moved or disturbed except as to provide access in or to any site of record. In addition, any walls providing natural boundaries between sites or common areas or any walls, which can be viewed from the road, shall not be broken, moved or disturbed in any way except with prior written permission of the OWNER.
6. Site grades as approved by the Planning Board shall not be changed in such a way as to divert the natural flow of water onto adjoining properties, or to flood or damage public or private roads and common drainage systems.
7. The exterior of buildings shall be kept in a proper state of repair and maintenance. No sheds or other buildings shall be erected or placed on a home site without the prior written permission of the OWNER.
8. All manufactured homes will be connected to natural gas.
9. All garbage and trash shall be in OWNER approved containers. A private contractor will collect the trash. Trash must not be visible from adjoining properties. It shall be placed at the pick up location no earlier than 6:00pm the evening before trash collection.
10. No outdoor clothes lines or drying areas shall be allowed.
11. All lawns or other suitable landscaped areas shall be maintained in an attractive manner. Homes have been provided an irrigation system, which is attached to a deduct meter, allowing homeowner to be charged for water only, not sewer. Tenant must water the lawns a minimum of 3 times a week. Rain sensors can be installed at the Tenant's expense.
12. No trash, waste, filth, tools, or garden equipment shall be allowed to accumulate on the site or the exterior of the residence in such a manner as to give an unsightly appearance, to create a nuisance, or, depreciate the Park.

13. No wall, screen, or fence erected at a home site boundary shall be constructed without the approval of the OWNER.
14. Private swimming pools or similar areas for outdoor recreation, physical activities or games, if any, shall not be erected or constructed without the prior written approval of the OWNER. No such areas for outdoor physical activities or games shall be allowed to become offensive to other residents of the Park or to become a nuisance by reason of noise.
15. The park shall be used for private residential purposes only and no commercial, or industrial uses or other occupation, whether for profit or not, shall be permitted at any time. No home occupations will be allowed without the prior written approval of the OWNER and the Planning Board.
16. No recreational vehicles, trailers, or other similar, temporary or movable product or structure used, as a living area shall be erected, place, or caused to remain upon any home site.
17. No unregistered motor vehicle of any type and no junk shall be parked on any home site.
18. No boat, trailer, or commercial vehicle shall be parked on any home site.
19. No parking shall be allowed on any private street.
20. No obstruction of traffic on the private and public roads and no blocking of entries to the various home sites by reason of the parking of vehicles is allowed. Homeowners shall be responsible for any such obstruction by members of their household, their lessees, invitees and guests.
21. No snow, ice, gravel, loam, compost, leaves, fertilizers, other mineral waste products or commodity shall be piled or stored within twenty (20) feet of lines of adjoining properties.
22. No noise or disturbance shall be done, suffered or permitted on any home site so as to constitute a nuisance to other residents of the Park.
23. Any purchaser of a Home in the Park shall be allowed to keep on its Premises any common domestic household animals. In interpreting this clause, domestic animals shall be dogs, cats, fish,

birds and related animals. Any and all other animals shall be considered non-domestic. If a barking dog becomes a nuisance or a menace, the OWNER has the right to remove the pet from the park. Dog kennels and veterinary hospitals are prohibited. All residents shall make provisions to clean up after their pets at all times.

24. No permanent tenting is allowed. Temporary tenting shall be restricted so as not to be visible from the street, and in any event, for no more than seventy two (72) hours at any one time.
25. No radio antennas shall be erected on any home site.
26. No signs or displays, including but not limited to, commercial and political signs, shall be erected or displayed on the home sites or structures without OWNER approval except that "for sale" signs conforming the terms of the last sentence of RSA 205-A:2,II(a) shall be allowed.
27. No mortgage or deed of trust made in good faith and for value upon a home in the Park shall be defeated or rendered invalid by any breach of rules and regulations as to said home. In the event of any mortgage foreclosure, said restriction shall be binding upon the mortgagee as well as any new owner of said home acquired through foreclosure, trustee's sale or otherwise.
28. The rules and regulations set forth herein are made for the benefit of the OWNER and its business successors, as well as any homeowner in the Park. All persons having an interest in said rules and regulations shall have the right to stop or prevent violation of said rules and regulations by injunction or other lawful procedures.
29. The failure to enforce any rules and regulations herein, however long continued, shall not be deemed as a waiver of the right to enforce thereafter these rules and regulations as to similar or other violations, or as to the same continuing breach or violation.
30. The OWNER and it's business successors reserves the right, to itself, its agents, employees, contractors and subcontractors, to enter upon the land covered by these rules and regulations for the purpose of carrying out and completing the development of the Park, as well as to abate, remove, or correct any violation of these rules and regulations, and such entry, abatement, or removal shall not be deemed a trespass, conversion, or other actionable wrong.

31. Invalidation of any of these rules and regulations by a court of competent jurisdiction shall in no way affect or invalidate any of the other rules and regulations, which shall remain in full force and effect. In the event of a conflict between the rules and regulations set forth herein and the ordinances or regulations of the City of Manchester, it is understood and agreed that the more restrictive shall apply.
32. Notwithstanding, anything to the contrary contained herein, the OWNER, its successors or assigns, shall have the right but not the obligation to waive any of the rules and regulations contained herein for themselves or itself or any homeowner. Upon submission in writing to the OWNER of a request to waive a rule and/or regulation, the OWNER shall review same and render a decision in writing to the party requesting a waiver, which shall be final. A decision to waive any rule and/or regulation contained herein shall be an individual decision and shall in no way affect or invalidate any of the other rules and regulations, which shall remain in full force and effect.
33. No waiver shall be granted if it affects the approvals of the Ledgewood Adult Community or is in violation of the city of Manchester Zoning Regulations.
34. OWNER may amend these rules upon thirty (30) days notice to owners of the homes in the Park. OWNER has sole responsibility to enforce and change these rules.
35. Only fertilizers and salts approved by the OWNER and conforming to the State of New Hampshire Department of Environmental Services standards shall be used on the site.
36. No Tenant may conduct any activity within a Home, on its Premises or within the Community which uses, or will produce, pollutants, contaminants, toxic or hazardous waste or any other substance, the storage, use or disposal of which is regulated restricted, prohibited or penalized by any federal, state or local law, regulations, ordinance, building code, health code, or environmental regulation.
37. Each Tenant is responsible to use and occupy their Home and Premises in a responsible manner, including but not limited to, the obligation to regularly test, service and maintain the heat, electricity, water, sewer and other utilities. In the event that a Tenant is not occupying the Home and/or the Premises (or using any portion thereof) for an extended period of time, it shall be the Tenant's affirmative obligation to take appropriate precautions to ensure the Home, Premises and all elements thereof are adequately safeguarded.

Date Signed: [REDACTED] 2020

Home Site # [REDACTED]

HOMEOWNER/TENANTS:

Witness

XXXX

Witness

XXXX

OWNER:

Hometown Ledgewood, LLC

Witness

By: Barbara Travia
Its: Duly Authorized Manager

STATE OF New Hampshire
COUNTY OF Hillsborough

_____, 2020

Then personally appeared the above-named Barbara Travia and acknowledged the foregoing instrument to be her free act and deed and that of the limited liability company, before me,

Notary Public/Justice of Peace
My Commission Expires:
Seal or Stamp:

STATE OF New Hampshire
COUNTY OF Hillsborough

_____, 2020

The foregoing instrument was acknowledged before me this _____, day of _____ 2020, by _____, as their free act and deed.

Notary Public/Justice of Peace
My Commission Expires:
Seal or Stamp:

SAMPLE