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CHANGE**

Community Rules As  
Approved by the  
Medvil Cooperative

A Resident-Owned  
Manufactured Housing Community

Owned and operated by: Medvil Cooperative

## Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive, and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules and regulations of this community are not intended to be unnecessarily restrictive but are meant to help provide you with a safe, tranquil environment to live in. The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large.

*The Board of Directors*

## Medvil Cooperative – 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 cooperative to be reasonable. No rule may be changed without your consent unless the cooperative 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 cooperative as long as you pay your rent and any other lawful charges, follow the rules of the cooperative and applicable local, state and federal law. Do not damage cooperative property and do not repeatedly bother other tenants in the cooperative. 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 cooperative, 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 cooperative 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 their household meet the rules of this cooperative. You must notify the cooperative 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 cooperative.

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.

A. GENERAL RESPONSIBILITIES

- 1) The Cooperative is responsible for:
  - a) Maintenance of underground utilities (water, electric, and sewage); all other utilities are the responsibility of the provider or homeowner, i.e.: cable, telephone.
  - b) Snowplowing of roads.
  - c) Maintenance and upkeep of roads, common areas and designated storage and parking areas.
  - d) Planned or emergency tree cutting, trimming and removal. Any other tree cutting, trimming and removal is at homeowner expense with prior Board approval.
  - e) Prominent and clear display of street names and house numbers for emergency location (911).
  - f) Replacing sensors and light bulbs in the lamp post and all exterior lighting around Cooperative-owned buildings.
  - g) Carrying sufficient General Liability and Workers Compensation insurance.
  
- 2) The homeowner is responsible for:
  - a) Connecting to utilities and maintaining water and sewage connections underneath the home.
  - b) Maintenance and upkeep of their lot.
  - c) Obeying Community Rules, By-Laws, Policies and Procedures.
  - d) Payment of lot fees on time.
  - e) All state or local taxes on the home are the responsibility of the homeowner and must be kept current. Failure to keep property taxes current may result in loss of membership and possible eviction. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the Medvil Cooperative.
  - f) Not tampering with or turning off lamp post lights.
  
- 3) All residents are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance; and it is required that any contractor the homeowner hires, carry General Liability and Worker's Compensation insurance.
  
- 4) The speed limit in the Community is fifteen (15) MPH.
  
- 5) Discharge of firearms, BB guns, explosives, use of hunting or archery equipment and any other potentially dangerous weapon is strictly not allowed and may result in immediate eviction. This is a life safety issue!
  
- 6) Violators of community rules may have a visit by two Board members to attempt a friendly approach to resolve the violation if the violation is the first time for that member. If the violation is validated, the member shall have 21 days to clear the violation. After this visit, or if this is not the first time for a particular violation, the member will be sent a letter and picture of the violation(s), if applicable. They may request an appearance in front of the Board to discuss the violation(s). The Member will have 21 days from the date of the letter to correct the violation(s). If not corrected within the 21-day period, the Member will be fined \$50.00 for each violation that is not corrected. If the violation(s) is not then corrected within 60 days of the original letter, the process for revocation of membership will begin. Loss of membership increases the lot fee by \$25.00. The Board may authorize the eviction of the Member at any time after 60 days has passed and if the violation has not been corrected.

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7) Residents will be given a census form every year in November; this form will include, but is not limited to, current telephone numbers, vehicle/boat/camper/trailer identification (plate number), pet information (along with a photo and a copy of current licensing of dog) and emergency contact information including their full name and telephone number. The form must be completed and returned to the Medvil Cooperative no later than January 15 of the following year.

B. OCCUPANCY

- 1) All housing units are to be owner-occupied by no more than two persons, with the following exceptions:
  - a) Occupancy by more than two persons is permitted only in cases of homeowner's hardship or other extraordinary circumstances and with the approval of the majority of the Board of Directors.
  - b) Homeowners must obtain the approval of the Board of Directors when there is an additional occupant (visiting or living) in their home for more than 30 days. In both cases, the party must pay for a criminal background check that is acceptable to the Membership Committee. If the additional authorized occupant brings the number of people living in the home to three (3), then the home is subject to an extra lot fee, limited to ten percent (10%) of the gross monthly lot fees per month. This fee is levied to equitably distribute the increased cost of services. All such approved additional household members must abide by and sign the Community Rules and Occupancy Agreement. No rentals or subleases are allowed, except as specified by the Cooperative's Bylaws.
- 2) All cooperative lot fees are due on the first (1<sup>st</sup>) day of the month. There is a twenty-five dollar (\$25.00) late charge for lot fees received after the eighth (8<sup>th</sup>) day of each month. Cash is not acceptable for payment of lot fees. A returned check fee will be assessed at twenty-five dollars (\$25.00) over the current bank fees per check. Returned checks will not be re-deposited. A new check is required. After the tenth (10<sup>th</sup>) day of the month you will receive a letter from the management company for any past due amount. You are required to contact the sender of the letter and make arrangement(s) for repayment. If the repayment schedule is not kept, eviction procedures will begin immediately.
- 3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written Notice of Intent to Sell to the Board of Directors. In either case, the homeowner is responsible for advising any potential buyers of the Membership Committee approval process and joining the Medvil Cooperative.
  - a) For sales of homes, the written notice of intent to sell to the Board of Directors must contain the agent's name, telephone number, and address.
- 4) For removal of homes:
  - a) All taxes assessed against the home, all lot fees, other fees and assessments are to be paid in full.
  - b) A copy of the permit to remove is given to the Board of Directors prior to removal.
  - c) The lot is to be cleaned of any trash, debris, and hazards, i.e., stairs falling apart, outbuildings, broken glass, etc.
- 5) To bring homes into the community:
  - a) The Board of Directors reserves the right to inspect and view any home before moving it into the community.
  - b) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
- 6) Septic and/or sewage systems are not to be used for disposal of grease, condoms, feminine napkins (including tampons), adult diapers, children's toys, animal feces, cat litter, non-bathroom tissue, or *sanitizing wipes*. As a Medvil Cooperative member, you are an owner of our systems and premature failure of a leach field and sewage blockages are costly expenses that will increase lot fees. If the

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damages are found to be due to the resident's failure to follow this rule, the homeowner(s) will be responsible for the entire cost of repairs.

- 7) It is the responsibility of the homeowner to prevent the home's water lines from freezing and subsequent leakage, especially during the winter months. At this time, the standard method of prevention is heat-tape. Don't forget to inspect and plug them in every fall. The Cooperative reserves the right to shut off the water at any home where there is a leak until a repair is made.
- 8) All homeowners are responsible for the actions of their guests, children, and pets. Rules apply to all guests as well as all residents.
- 9) Adults, children, and pets are not to be on the property or lots of others unless invited.
- 10) Residents and their guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug-free community; the use or sale of illegal drugs by anyone in this community is prohibited and will be reported to the authorities and will be cause for immediate eviction.
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected. Quiet hours are from 10 PM to 7 AM weekdays and 11 PM to 8 AM weekends. The exception to the quiet hours would be when snow removal is necessary and snow removal equipment is in operation.
- 12) Each homeowner is responsible for all repairs and maintenance of any above ground fuel-storage tank (AST) on the homeowner's lot. All AST's will be in compliance with "Safe Tank" standards as published by the New Hampshire Department of Environmental Services (DES). Screening of the tank from view is recommended.

### C. BUILDINGS AND STRUCTURES

It is the intent of the Cooperative to allow opportunities for members to improve their lots and homes in a manner that enhances personal and cooperative property values in addition to providing for the quiet enjoyment of homes for all members. Our guide in this pursuit will be to focus on the request with restrictions that are consistent with ensuring that improvements are aesthetically pleasing to the neighborhood.

- 1) All homes will be maintained in good condition, in keeping with the general appearance of the community. Standard housing colors offered by manufactured home dealers in New England are acceptable for use on homes and sheds. Additionally, incomplete home skirting, broken windows or shutters, unfastened trim boards, non-painted surfaces, siding or skirting with mildew is not allowed.
- 2) All porches, decks, and carport structures must be maintained in good condition. Bent metal or rotted lumber will not be allowed.
- 3) Steps to homes are to be wood, aluminum, resin or composite materials, or pre-cast concrete. Concrete blocks are not acceptable as stairs.
- 4) Only one utility building is allowed. Metal buildings are not permitted. Any new structure is to comply to the following standards:
  - a) Must be a single story, no more than ten feet (10') high and must be white or match the colors of the home.
  - b) May not exceed two hundred (200) square feet.
  - c) Roof must be pitched.
  - d) Doors and windows maintained in good repair and able to be closed.
  - e) Free standing utility buildings (new or add-on) and decks not attached to home require a detailed plan of the structure and its location on the lot. The plan must be submitted to the Board of Directors for approval. Upon approval, a copy of the plan will be placed in the homeowner's file.
  - f) A free-standing shed may be erected to cover ASTs as long as the structure complies with the Goffstown Fire Department (GFD) rules regarding proper ventilation and exterior piping. The shed can only be large enough to enclose the concrete pad upon which the tank sits. Homeowners should check with the GFD prior to submitting plans for said structure to the Board of Directors for approval.
  - g) Homeowners may use one (1) resin-based (e.g., Rubbermaid type) outdoor storage shed with unit dimensions not to exceed 30 square feet to provide additional tool or equipment storage. These storage units should not be visible from the street.
  - h) Homeowners may secure and use one portable storage container or pod for the temporary purpose of moving into or out of their residence, or to be used temporarily for home renovation and construction projects. The storage pod or dumpster is to be placed on the property, not in the street, for a period not to exceed 30 days. Requests for reasonable extensions of time may be accommodated by the Board of Directors.
- 5) All buildings, additions, porches, utility buildings, towers, carports, decks, etc., require a detailed plan of the structure and its location on the lot, and a complete list of all building materials being used. The plan must comply with Goffstown's building codes, and federal and state regulations. The homeowner must present the plan to the Medvil Cooperative Board of Directors for its prior review and approval; upon approval the homeowner must submit the plan to Goffstown for a building permit where required. Once the building permit is issued, the homeowner must make a copy of the plan and building permit and forward copies to the Board of Directors for the resident's file. Any unapproved changes could result in the



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homeowner having to remove the unapproved construction or to modify the structure to conform with the approval initially granted by the Board.

- 6) Homeowners seeking to install rooftop solar energy collection systems must present detailed plans for the installation to the Medvil Cooperative Board of Directors for review and approval. Such plans must contain a signed certification by a New Hampshire licensed structural engineer, based on an on-site inspection of the property, that the roof of the structure meets all current Goffstown building code requirements for weight bearing and will sustain the weight of the solar equipment and winter snow loads. After Board approval, the homeowner shall submit the plans to the Town of Goffstown and obtain a building permit and shall provide the Director of Operations copies of the plan and building permit for Medvil's files.

Ground-mounted solar panel arrays are not allowed.

- 7) The standard television satellite dish dimensions should be to current industry standards serviced by current local dealers. Dishes must be attached to a building of the homeowner unless a request for an alternative location has been approved by the Board of Directors. Any such request must include a map showing the location of the satellite dish and a description of how the wiring will be run from the satellite dish location to the home. All requests and approved requests will be placed in the homeowner's file.
- 8) No pools are allowed, with the exception of kiddie pools up to 5 feet (5') in diameter, which must be emptied and removed at the end of each day.
- 9) Commercial signs, mail, and newspaper boxes are not allowed.
- 9) Only those in-home businesses that do not create additional traffic, noise, or odor to the community and its residents are allowed.
- 10) Temporary or portable carports or garages are not allowed.
  - a) All carports must be approved by the Goffstown building department and improvements and finishes requested must be in detail on the plan that the building department is approving.
  - b) No other additions can be added without prior approval by the Board of Directors (see Rule C.5 above).
  - c) All finish surface materials and colors must be detailed on the plan for approval, and finishes must be white or be the same as the colors on the home.
  - d) No carport can be extended beyond the height of the home.
  - e) Any carport with lattice as a shield from the winter elements may be covered, on the inside only, with clear plastic from October 15th through April 15th, at which time the plastic must be removed. Shed finishes must be white or match the colors of the home.
  - f) Garages may be attached to the home; or may be built within the normal boundaries of the lot. Garages not attached must have closest neighbor's approval and cannot be built within thirty feet (30') of the neighbor's home or encroach the seaming lot line, nor can they be within fifteen feet (15') from the edge of the road. Garages must maintain the same outside appearance as the home, sided with the same materials and color as the home.

- 11) Real estate boxes that hold listing sheets may be secured to the lamp post; however, realtors' "For Sale" signs must be placed in a window, on the home or against the home. Medvil

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Cooperative “For Sale” signs may be secured to lamp posts.

- 12) Grandfathered improvements, when altered, improved, or replaced, must conform to the present-day rules, with the exception of non-compliant fences which shall be in compliance prior to transfer of ownership of any home. Homeowners who have grandfathered improvements must disclose them to prospective buyers. This does not absolve any approved home buyer from the responsibility of being aware of non-compliant conditions which may be grandfathered and must be brought into compliance when above conditions are met.

D. SITES

- 1) Only umbrella-type or retractable clothes lines are permitted and must be placed behind the owner's home. Stringing lines between trees and/or the home is not allowed. Residents that are not using approved clothes lines will be notified to remove them immediately.
- 2) Rubbish (bagged with bags securely tied) and recyclables are to be kept in containers designed for that purpose and out of sight whenever possible.
- 3) The maintenance, appearance and cleanup of lot yards are the homeowner's responsibility.
  - a) Yards are to be kept neat and free of debris and yard tools.
  - b) Lawns must be kept trimmed and mowed, not allowing the grass to get any higher than 6 inches.
  - c) If your lot is neglected, the Cooperative reserves the right to have the lot maintained at the homeowner's expense.
  - d) Sheds are allowed for the purpose of keeping yards, driveways, and carports free of any materials not associated with lawn care or snow removal, such as lawn mower and snow blower. All other materials, debris and off-season yard maintenance equipment are to be kept in your shed.
  - e) Lawn furniture may be stored in the back of the home covered with tarps. Tarps used for this purpose will be green or brown so as not to present an eye sore to your neighbors.
  - f) Grass clippings and leaves must be placed in biodegradable bags for pick up by cooperative personnel. Large branches must be placed in a pile at the edge of the road. Shrub trimmings and small branches must be placed in a separate bag with top left open. It is not permissible to dump your yard waste on Medvil grounds. The Goffstown Transfer Station requires that yard waste be separated as noted above.
- 4) Inflatable lawn ornaments are not allowed at any time.
- 5) Appliances, large containers, motors, auto bodies, tools, machinery (out of season), building supplies, chemicals, drums, tires, ladders, windows, tarps, cardboard boxes, and other discarded items will not be left on lawns, around homes, under carports or on the side of utility buildings. No old furniture of any kind, except for lawn furniture, may be left around the home.
- 6) Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills and chimeneas are permitted as allowed by local ordinances, but permanent fireplaces or barbecue pits are not permitted.
- 7) Lot perimeter fences are not allowed. Plantings may be used for decorative purposes and no higher than six feet (6') high at maturity. The Board of Directors will have final approval on fences and plantings prior to installation. Unauthorized fences or fences in disrepair will be removed at homeowner's expense.
  - a) Decorative, non-metal fences may be used with a height not greater than four and a half feet (4 ½ feet)
- 8) The use of the lot by the homeowner will not interfere with the Cooperative's ability to perform any upkeep and maintenance to the community infrastructure: roads, septic systems, electrical stanchions, etc. Seek Board approval **before** you dig or plant!
- 9) Homeowners must not plant, relocate, cut, trim, or remove trees on their lots without prior approval of the Board of Directors. No materials such as rocks, bark, soil, etc. shall be placed within 12 inches of

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the trunk of any trees on lots, as this will cause trees to die prematurely.

- 10) Irrigation (sprinkler) systems must be properly designed and approved by the Board of Directors prior to installation. A copy of the approved design plan will be placed in the homeowner's file.
- 11) Watering Utilization. Be aware of when and how much you water your lawns. Watering should take place every other day (use your house number and water on the odd or even days accordingly) and is to be limited to twenty minutes (20") per zone. The best time to water is early morning (not during the heat of the day) and not at night because the lawn stays wet for a longer period of time which can promote the growth of moss and affect the health of your grass. Sprinklers must be turned off during rainy or windy weather conditions.

Lawn watering is also subject to the restrictions of the Grasmere Water District:

### Water Use

- a) Lawn watering is prohibited between the hours of 5:00-8:00AM and 5:00-8:00PM.
- b) Watering restrictions apply between May 1 and October 1.
- c) Odd numbered homes will water on odd numbered days; even numbered homes water on even numbered days. This ensures that only half of the homes in Medvil are using water during the designated watering times.
- d) Homes with automatic sprinkler systems will operate between 3:00 and 4:00AM every other day as outlined above and no more than twenty minutes (20") per each zone.
- e) Homes with manual sprinkler systems will water each zone for no more than twenty minutes (20") every other day as outlined above.
- f) New automatic sprinkler systems should install operating rain sensors set to detect one quarter inch ( $\frac{1}{4}$  ") of rain.
- g) Homeowners are responsible for repairs/replacements of any sprinkler heads/piping to a system that does not maintain a one-foot (1') setback from the road.

E. VEHICLES

- 1) Unregistered and/or uninspected motor vehicles are not allowed in the community and will be towed at the vehicle owner's expense. No vehicle repair or fluid changing is to be performed in the community. Tire changes and minor actions such as adding windshield fluid are permitted.
- 2) Parking spaces are allocated to each home.
  - a) Requests for additional parking spaces must be submitted to the Board of Directors, a minimum of two weeks (2) prior to the actual paving. Any additional spaces that are granted must abut existing parking space and must be paved. Gravel or stone parking areas are not allowed. No parking is allowed on lawns.
  - b) The Board of Directors will not approve requests for changes to driveways between October 1st and April 1st.
  - c) Only cars, pick-up trucks, vans, motorcycles, jeeps, and golf carts are allowed to be parked in homeowner's driveways, with a three (3) foot setback from the street. The only exception to this rule is that boats on trailers and campers are allowed between May 1st and October 15th (see Rule E.4(d)).
  - d) Parking on the streets must not interfere with emergency vehicle access or snow removal. No overnight parking is allowed on the streets. No street parking from Nov 15th to April 15th.
  - e) Paved parking spaces on Constitution Road are reserved for visitor parking and daily use (non-recreational) vehicles of members.
  - f) All other registered vehicles of members not in regular (daily) use must be parked in the field (unpaved area) on Constitution Road or in the designated storage area across from the office off Donald Drive (as space is available).
- 3) Vehicles with a gross vehicle weight rating (GVWR) of over 10,000 pounds are not to be parked in driveways.
- 4) Members with registered motor homes, campers, boats, trailers, and recreational vehicles may park in the field (not on the paved area) on Constitution Road from May 1 to October 15, with the contingency that they are used at least twice a month.
  - a) Any vehicles frequently parked on Constitution Road must obtain a parking permit.
  - b) Members who have visitors with a registered motor home or camper may park in the field (not on paved area) on Constitution Road for up to thirty (30) days. Member must notify office and fill out a placard with the "from" and "to" dates. This placard must be displayed in a window of the motor home or camper. No overnight use of the motor home is allowed.
  - c) When preparing your RV for use or returning home from use, you may park it in your driveway for up to 48 hours prior to returning to Constitution Road or the lower rental storage lot on Donald Drive.
  - d) When preparing your boat for use or returning from use, you may park it in your driveway for up to 24 hours prior to returning it to Constitution Road or the lower rental storage lot on Donald Drive. Where driveways and carports have space available, registered boats may be stored there preferably under your carport, between May 1<sup>st</sup> and October 15<sup>th</sup>, and then must be stored off premise or in the lower RV storage lot on Donald Drive (where space is available for the winter months).
- 5) Use of motorized trail bikes, snowmobiles, go-carts, and all-terrain vehicles are not allowed in the community.
- 6) There is to be no racing or inappropriate use of vehicles in the community.

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- 7) The speed limit is 15 MPH.
- 8) Vehicles may be washed no more than once per week in your driveway.
- 9) All golf carts travelling the roads within the Medvil Cooperative will adhere to the same rules pertaining to other vehicles.

F. PETS

No member will neither allow their pet to encroach on a neighbor's lot nor interfere with a neighbor's enjoyment of their life.

- 1) Domestic pets are allowed in Medvil Cooperative with restrictions. Proper immunization, neutering and licensing with the town are important responsibilities. All dogs must be registered (showing proof of license) with the Cooperative and information placed in resident's file, along with a photo of the pet. Homeowners will provide updated dog licensing information every year.
  - a. To be considered a "service animal," evidence must be provided to the Board that the dog has completed special training and received special certification.
  - b. To be considered an "emotional support animal," the pet owner must provide a letter to the Board from a medical care provider indicating that the resident requires an emotional support animal.
  - c. If approved by the Board, service animals and emotional support animals may exceed the 25lb weight limit (see Item F.7) provided that they comply with all other requirements of this Section.
- 2) A resident who brings a pet into the community, either as a new pet or a replacement pet, will bring a copy of the license and a photo to the office to be placed in their file.
- 3) Dogs will be leashed at all times.
- 4) Dogs will not be left unaccompanied outside a member's home. Dog runs are not allowed.
- 5) Any resident who has a dog showing aggressive behavior or biting; or any dog that becomes a danger to other residents will be reported to the Goffstown Police Department.
- 6) Dangerous dog breeds are prohibited including but not limited to these large or dangerous breeds: Pit bull, Rottweiler, German Shepard, Husky-type (includes Siberian), Malamute, Wolf-dog hybrid, Chow-Chow, Doberman, Saint Bernard, Great Dane.
- 7) Except as provided in Item F.1, a-c, dogs over 25 pounds when fully grown are not allowed.
  - a. All dog owners, and those visitors with dogs, must have their dog under control at all times and not allow them to jump on residents or their vehicles.
  - b. Dogs are not allowed on any lawn other than the dog owner's and are not allowed in the garden area or the blueberry bushes.
- 8) Only one (1) dog per household is allowed. Up to three (3) cats per household are allowed.
- 9) All cats must be supervised and leashed or otherwise contained when outside the owner's residence. Cats left outside without being contained may be captured and taken to the Humane Society. Owners of cats that cause damage to the house, lot, or property of other owners may be held responsible for repair costs.
- 10) All solid waste from pets must be picked up by the pet's owner immediately and disposed of in the proper manner.
- 11) Placement of farm and wild animals on any Cooperative property is not allowed.
- 12) Feeding animals outdoors is not allowed. Stray animals are not to be fed. This is a health and safety issue.
- 13) Bird feeding is allowed.

G. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the Cooperative to collect past due lot fees, to evict for any reason, the homeowner must pay all legal fees and costs incurred by the Cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal tried by the homeowner, even if the eviction is terminated or cancelled by the Cooperative. The legal fees and costs incurred by the Cooperative shall be considered additional lot fees for the unit in question, and this additional lot fee shall be due and payable by the homeowner in accordance with these Community Rules. Any settlement approved by the Court or Order issued by the Court shall prevail.

H. SEVERABILITY

Should any part of these rules be deemed illegal it does not mean that these entire rules are illegal.

I. LIABILITY AND INDEMNITY

The Cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members, or invitees of the homeowner. The Cooperative shall not be liable for any damages due, or occasioned by or from plumbing, gas, water, steam or other pipes, or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon, or about said lot or community premises. The Cooperative shall not be liable for any damage arising from acts of neglect of co-resident or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify the Cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing therein shall be deemed to release the Cooperative from gross negligence.

Except for gross negligence of the Cooperative, homeowners hereby release the Cooperative from any responsibility for any injuries or damages occurring upon, or in any way connected with, the premises or nearby streets. Also, the Cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by the Cooperative under conditions of these rules and regulations or the laws of the State of New Hampshire.

COOPERATIVE RULES

Revisions to the above Rules were approved by the Medvil Cooperative Membership on November 4, 2023.



Signed:

Date: \_\_\_11/13/2023\_\_\_\_\_

Leonard Stuart, Board Secretary