# DO NOT COPY SUBJECT TO 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 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

#### IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES OF THIS PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THE PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE PARK AND APPLICABLE LOCAL, STATE AND FEDERAL LAW. DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS PARK, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION,

IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

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

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED, *RSA 205-A*, MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, 33 CAPITOL STREET, CONCORD, NEW HAMPSHIRE 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.

## 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/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 home owner 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 common area 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 as defined by the Board of Manufactured Housing. RSA 205A-22
  - 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 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 violations(s). The Member will have 30 days from the date of the letter to correct the violation(s). If not corrected within the 30-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 the process for revocation of membership will bill begin. Loss of membership increases the lot fee by twenty percent (20%). The Board may authorize the eviction of the Member at any time after the initial 30 day notice has been provided and if the violation has not been corrected.

## 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. Homes with each additional authorized occupant are subject to an extra lot fee, limited to 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 community lot fees are due on the first (1<sup>st</sup>) day of the month. There is a twenty-five (\$25.00) dollar late charge for lot fees received after the eighth (8th) day of each month. Cash is not acceptable for payment of lot fees. A returned check fee will be assessed at ten dollars (\$10.00) 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 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.
- 4) For sales of homes, the written notice to the Board of Directors, must contain:
  - a) The agent's name, telephone number, and address;
  - b) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
- 5) 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.
- 6) 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.
- 7) 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 and non-bathroom tissue. As a Medvil Cooperative member, you are an owner of our systems and premature failure of the leach field and sewage blockages are costly expenses that will increase lot fees. If the 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.

- 8) 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.
- 9) All homeowners are responsible for the actions of their guests, children and pets. Rules apply to all guests as well as all residents.
- 10) Adults, children and pets are not to be on the property or lots of others unless invited.
- 11) 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 cause for immediate eviction and will be reported to the authorities.
- 12) 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.
- 13) Each homeowner is responsible for all repairs and maintenance of any above ground fuel-storage tank (AST) on 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) and incorporated herein by reference as if fully set forth herein. Tanks not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Director of Operations or Medvil Cooperative Board of Directors may be replaced by the Medvil Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as lot fees under RSA 205-A:4-a. Screening of all 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 esthetically pleasing to the neighborhood.

- 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 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 (10) feet high
  - b) May not exceed 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 AST's as long as the structure complies with the Goffstown Fire Department 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 their approval.
- 5) All buildings, additions, porches, utility buildings, towers, carports, decks etc., require a detailed plan of the structure and its location on the lot. 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. 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.
- 6) The standard television satellite dish dimensions should be to current industry standards serviced by local dealers. These dimensions may change over time and the rule should accommodate those changes. 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.
- 7) No pools are allowed, with the exception of kiddie pools up to 5 (five) feet in diameter, which must be emptied and removed at the end of each day.

- 8) 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 all improvements and finishes requested must be in detail on the plan that the building department is approving. No other additions can be added without prior approval by the Board of Directors (see Rule 5 above). 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 siding finishes on the home. No carport can be extended beyond the height of the home. 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.
  - b) 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 (30) feet of the neighbor's home or encroach the seaming lot line, nor can they be within fifteen (15) feet 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 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 this to prospective buyers.

## D. SITES

- 1) Only umbrellas 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) and recyclables (only clear plastic bags) 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. Yards are to be kept neat and free of debris and yard tools. Lawns must be kept trimmed and mowed, not allowing the grass to get any higher than 6 inches. If your lot is neglected, the Cooperative reserves the right to have the lot maintained at the homeowner's expense. 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. 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. Grass clippings and leaves must be placed in a biodegradable bags for pick up by park 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 chimaeras are permitted as allowed by local ordinances, but permanent fireplaces or barbecue pits are not permitted except for the community BBQ pit.
- 7) Lot perimeter fences are not allowed. Plantings may be used for decorative purposes and no higher than six (6) feet 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 4 1/2 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 <u>before</u> 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.
- 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

#### Medvil Cooperative – Community Rules

days accordingly) and is to be limited to 20 minutes 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 restricted 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 will water on even numbered days. This ensures that only half of the homes in Medvil are using water during the designated watering times.

Special conditions are dictated by the Medvil Cooperative Board of Directors:

- a) Homes with automatic sprinkler systems will operate between 3:00-4:00 am every other day as outlined above and no more than 20 minutes per each zone.
- b) Homes with manual sprinkler systems will water each zone for no more than 20 minutes every other day as outlined above.
- c) New automatic sprinkler systems should install operating rain sensors set to detect ¼ inch of rain.
- d) Homeowners are responsible for repairs/replacements of any sprinkler heads/piping to a system that does not maintain a one (1) foot 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. Request for additional parking spaces must be submitted to the Board of Directors a minimum of two weeks prior to the actual paving. The Board of Directors will not approve requests for changes to driveways between October 1<sup>st</sup> and April 1<sup>st</sup>. Any additional spaces that are granted must abut existing parking space and must be paved. Gravel or stone parking areas are not allowed. Only cars, pick-up trucks, vans, motorcycles and jeeps are allowed to be parked in homeowner's driveways, with a three (3) foot setback. The only exception to this rule is that golf carts maybe parked in homeowner's driveways. No parking is allowed on lawns, 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 15<sup>th</sup> to April 15<sup>th</sup>.
  - a) Paved parking spaces on Constitution Road are reserved for visitor parking and daily use (non-recreational) vehicles of members.
  - b) All other registered vehicles, of members, not in regular (daily) use must be parked in the field (not paved area) on Constitution Road or in the designated storage area located 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 paved area) on Constitution Road from May 1<sup>st</sup> to October 15<sup>th</sup> 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 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.
- 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.
- 7) The speed limit is <u>15 MPH</u>.
- 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.

## <u>F. PETS</u>

The members of this community support the continued efforts of unifying the community and establishing "one community" with rules that are the same for all members. It is understood that not everyone likes the same pets, and it is important to have rules that create a happy, healthy environment for everyone. It is understood that a member should neither allow his/her pet to encroach on a neighbor's lot nor interfere with a neighbor's enjoyment of his/her life.

- 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.
- 2) Large dogs and dangerous breeds are prohibited; prohibited dogs include:
  - a. Any of these large or dangerous breeds; Pit bull, Rottweiler, German Shepherd. Husky-type (includes Siberian), Malamute, Wolf-dog hybrid, Chow Chow, Doberman, Saint Bernard, Great Dane
  - b. Any dog with a history of aggressive behavior or biting, or any dog that is a danger to other people.
  - c. Dogs over 25 pounds are prohibited.
- 3) One (1) dog per household will be allowed.
- 4) Permitted dogs shall be on a leash at all times when outdoors.
- 5) Dogs are not allowed outside the home unattended.
- 6) Up to three (3) cats per household will be allowed.
- 7) 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.
- 8) All solid wastes from pets are to be picked up by the pet's owner immediately and disposed of in the proper manner.
- 9) Placement of farm and wild animals on any Cooperative property is not allowed.
- 10) Feeding of animals outdoors is not allowed. Stray animals are not to be fed. This is a health and safety issue.
- 11) 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, or for any other 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. 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 to 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

Total of 13 Pages - Approved on November 12, 2016 by the Membership of Medvil Cooperative.

Signed: <u>/s/ Susan Soule</u>, Secretary

Printed: Susan Soule, Secretary