# **Community Rules**

Lakemont Cooperative, Inc.

A Resident-Owned Community

Owned and Operated by: Lakemont Cooperative, Inc.

Reviewed June 2020

#### 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 of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's 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 THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

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

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

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

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

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

# I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
  - · All underground utilities
  - · Snowplowing of roads
  - Maintenance of roads and common areas
  - · Trees
  - Utility Poles and Streetlights
  - Enforce the community rules of the co-op
  - Trash removal
  - Snow plowing of driveways
  - Moving of lawns and the removal of leaves and brush
- 2) The homeowner is responsible for:
  - · Hooking up the home to utilities and maintaining connections
  - Upkeep of their lot
  - The care, maintenance and snow removal of their own walkways.
  - · Obeying community rules
  - · Payment of lot rent on time
  - Prominently displaying the street number on the front of the home for emergency location (911)
  - All state or local taxes on the home are the responsibility of the homeowner. 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 co-op.
  - Water and sewer fees from the towns or utilities serving the community.
- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.
- 4) The speed limit in the community is 20 [Twenty] MPH.
- 5) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly prohibited. This is a life safety issue!

#### II. OCCUPANCY

1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of adult individuals allowed per home is 4 (four).

- 2) All lot rents are due on the first (1st) day of the month. There is a twenty-five (\$25.00) dollar late charge for rent received after the fifteenth (15th) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed five (\$5.00) dollars over the current bank fees per check. No re-deposits will be made. Non-members will receive the maximum allowable rent increase on an annual basis.
- 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. Failure to give notice can result in 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative as a condition of allowing the home to remain in the community, subject to background and financial checks as established by the Cooperative.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

If the Cooperative is owed money by the resident, the Board of Directors will sign a deed (within 15 days as required by RSA 477:44), as requested but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien (pursuant to 205-A:4-a) on the resident's home for those amounts due and owing the Cooperative. The deed should only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative, if not the Buyer will be on notice of the lien and the Cooperative may collect it against the home despite the transfer.

The following shall apply in all situations where Fannie Mae or USDA-Rural Development holds or guarantees an Eligible Loan on a home in this cooperative:

□ Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by RSA 205-A:4-a), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

Notwithstanding rights of the Cooperative under RSA 205-A:4-a
or other law, any holder of an Eligible Loan which is actively pursuing
the right to foreclose or which has acquired title to the Manufactured
Home by purchase itself at a foreclosure sale or by deed in lieu of
foreclosure, and which has paid or is paying the Cooperative Rent and
Other Charges owing by a Member under an Occupancy Agreement, shall
not be required to advance more than six (6) months of Rent and Other
Charges, and the Cooperative's lien rights, as to amounts owing to it by
the Member under the Occupancy Agreement or otherwise, shall be
subordinate to the rights of the holder of an Eligible Loan, and amounts
owing to the Cooperative shall only be paid out of the excess proceeds, if
any, available after transfer of the Manufactured Home to a third party,
and after all amounts outstanding under the Eligible Loan, including
repayment of advances of monthly Rent and Other Charges, have been paid
in full.

# a) For sales of homes:

- i) The letter will contain the agent's name, telephone number, and address:
- ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement;
- iii) If the homeowner desires an inspection of the lot as a contingency of the sale, it must be done in compliance with RSA 205:A-f.

# b) For removal of homes:

- i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;
- ii) A copy of the permit to remove is given to the Board of Directors prior to removal;
- iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.

# c) For homes to be moved in:

- i) The Board of Directors requires written approval of all new and used homes prior to delivery;
- ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community;
- iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority; iv) All work must meet the minimum standards set by the State of NH Manufactured Housing Installation Standards Board, RSA 205 D:20, part 603.
- 4)0nly those in-home businesses that do not create additional traffic, noise, or odor or the unreasonable use of water, sewer and/or septic to the community are allowed.
- 5) Sewer systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, diapers, non-bathroom tissue or bio-hazard material. If damages to the sewer system are found to be due to the homeowner's failure to follow this rule, the homeowner shall be responsible for the entire cost of the repair.

- 6)It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. If using heat tapes, the homeowner is required to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the co-op's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner shall be responsible for the entire cost of the repair.
- 7) Notify the Board of Directors if there are any additions of occupants in your home that exceeds thirty (30) days. In all cases, the total number of occupants shall not exceed the Cooperative's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult Occupant must meet the co-op's Criminal Background Criteria.
- 8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 10)Residents and 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. Use, sale or giving of illegal drugs to others in this community is prohibited and may be cause for immediate eviction and/or expulsion.
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 7 AM.
- 12)The Homeowner owns and is responsible for all repairs and maintenance of any above ground fuel-Storage Tank (AST) on Member's lot. All ASTs shall be in compliance with the National Fire Protection Association Chapter 31, State Fire Code and the Best Management Practices as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within a reasonable time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under RSA 205-A:4,V. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Numbers.

# III. BUILDINGS AND STRUCTURES

- 1)All homes need to be maintained in good condition, skirted, clean, neat, and properly, painted in a manner in keeping with the general appearance of the community.
- 2)Accessory buildings, porches, decks and skirting are to be of a design in harmony with the home and are to be kept painted or stained and in good repair so the appearance of the home and lot are attractive overall. The accessory building, porches and decks require the preapproval of the board.
- 3)Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side and in accordance with the town's building code.
- 4)0nly one utility building is allowed. Metal buildings are not permitted. Any new structure is to comply to the following standards:
  - a) may not exceed twelve feet x eighteen feet (12' x 18')
  - b) roof is pitched
  - c) doors and windows stay in good repair and are able to be closed
- 5) All buildings, additions, porches, utility buildings, garages, car ports and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request. Said structures are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file. All construction shall be completed within 90 days of approval.
- 6)Pools and trampolines are strictly prohibited.
- 7) Commercial signs are not allowed. Political signs shall be placed only on windows inside the home.
- 8) A garage shall have a maximum of two stalls and shall not exceed exterior dimension of 24' x 24'.
- 9)A maximum of two (2) "For Sale" signs of reasonable size (not to exceed 216 square inches) and quality, are permitted for the sale of the home. Such signs shall be posted only on windows inside the home, and in such manner as to not unreasonably detract from the appearance of the community.
- 10.) Any damages to the exterior of the home shall be repaired within a reasonable time from the date of damage.

## IV. SITES

- 1) The temporary use of umbrella type clotheslines is permitted in the backyard. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish is to be kept in appropriate closed containers designed for that purpose. Trash containers shall be moved to the street for collection no earlier than the night before collection day. After trash has been collected, the container shall be returned to an area as unobtrusive as possible.
- 3)Yards are to be kept neat and free of debris. The homeowner shall remove grass and weeds around trees and shrubbery and keep garden neat and cared for. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense in accordance with RSA205-A:4,V
- 4)Nothing may be placed or stored outside the home, utility building or garage. This includes, but is not limited to, furniture, appliances, ironing boards, brooms, mops, tools, gardening equipment, debris, refuse, litter, firewood or any item which is unsightly in appearance. Patio furniture and barbecue equipment, all of which are to be maintained in an attractive and neatcondition are permitted outside the buildings.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. **Only gas, charcoal, and electric grills are permitted. Permanent and portable fireplaces and barbecue pits are not permitted.** <sup>1</sup>This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences.
- 7) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! DIGSAFE regulations apply.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required.
- 9) Satellite dishes measuring one (1) meter or less are allowed.

  Installation of satellite dishes is restricted to the homeowner's home

<sup>&</sup>lt;sup>1</sup> At the Annual membership Meeting held on June 27, 2015 the above Bolded changes were enacted by a majority vote of the members present with a duly constituted quorum present.

or lot and will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Installation of satellite dishes on common areas is prohibited.

# V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. Unregistered or junk vehicles shall not be permitted in the park. Such vehicles may be towed away and stored at the homeowner'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) Vehicles shall be parked only in driveways. There is no parking on lawns. Guest parking is allowed on the streets as long as it does not block snow plowing or emergency vehicles.
- 3) Motorized trail bikes, skimobiles, go-carts, mini-bikes, pit-bikes, all-terrain vehicles and skateboards are not to be used in the community.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit is twenty (20) MPH.
- 6) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors and must be parked at the Community Center.
- 7) RV's, Campers, and Boats cannot be stored in the community. A reasonable accommodation will be made for short term parking of RV's, Campers and Boats within the community subject to the following:
  - a. RV's, Campers and Boats can be parked entirely within the driveway of the owner's home on paved surfaces only, and must not encroach on adjacent properties or the right of way.
  - b. RV's Campers and Boats which cannot be parked entirely within the confines of the homes driveway shall be parked along the road side to the right and directly in front of the owner's home and shall not extend outside the normally recognized lot lines of the adjacent homes.
  - c. Units parked in the roadway can remain in the community during daylight hours only.
  - d. Units parked entirely within the confines of the unit's driveway as outlined above can be parked for a maximum of two (2) consecutive days and five days per calendar month.
  - e. If special accommodations are required for parking in excess, of the above limits, written permission must be given in the form of a Notice of Decision. This will be given after a majority vote by the Board of Directors. An advance request should be made.
  - f. The purpose of parking is limited to the loading, unloading,

- preparation for use, washing and general activities consistent with the routine care and maintenance of the RV, Camper or Boat. Mechanical repairs, refinishing or other objectional practices are not permitted during parking periods.
- g. RV's, Campers and Boats parked entirely within the confines of a unit's driveway shall not be used for overnight accommodations or other residential use.
- h. RV's, Campers and Boats parked entirely within the confines of a unit's driveway must not create visual obstruction to the roadway that could create unsafe driving conditions or blocked sight lines for passing motorists.
- i. RV's, Campers and Boats must be in good visual condition and not create a visual blight to the community.
- j. RV's, Campers and Boats (and their trailers) must carry a valid state registration and liability insurance. Proof of insurance may be required by the Board in cases where a reasonable accommodation is requested for extended parking periods.<sup>2</sup>
- 8)<sup>3</sup>The total number of permitted, registered, and inspected motor vehicles, including motorcycles shall be no more than the driveway and/or garage can accommodate without parking on the grass or the side of the road.<sup>4</sup>

## VI. ANIMALS

While the members of this community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets are allowed in this community with restrictions. All domestic pets are required to have proper and timely immunizations, and all domestic pets must be neutered or spayed. The homeowner shall, upon request, provide to the Board of Directors, a signed letter or other document from a licensed veterinarian showing these actions have be taken.
- 2) Farm animals, including but not limited to, cows, chickens, horses, sheep, goats, pigs and the like, and wild animals, may not be kept on Cooperative property, either as pets or for any other reason.
- 3) These dogs are prohibited:
  - a) Any dog with a history of aggressive behavior or biting.

<sup>&</sup>lt;sup>2</sup> At the Annual membership Meeting held on June 27, 2015 the above Bolded changes were enacted by a majority vote of the members

<sup>&</sup>lt;sup>3</sup> At the Annual membership Meeting held on June 13, 2020 the above Bolded changes were enacted by a majority vote of the members.

<sup>&</sup>lt;sup>4</sup> At the Annual membership Meeting held on June 15, 2019 the above change was enacted by a majority vote of the members present with a duly constituted quorum present.

- b) These breeds shall be prohibited at Lakemont Cooperative, Inc.: All Pit-Bull types, German Shepard types, Husky types, Mastiff breeds, Rottweilers, Dobermans, Saint Bernards, Great Danes, Chow Chows, Wolves or Wolf hybrids, and any dog which is a mix of any of those breeds. Reference is made to the Lakemont Cooperative, Inc., Dog Policy as reviewed and accepted by the Board of Directors on June 15<sup>th</sup>, 2019, which is provided to supplement and clarify the Community Rules set forth in Section VI.<sup>5</sup>
- 4) Permitted dogs will be kept on a leash and in the presence of its custodian when outdoors.
- 5) Excessive barking is not permitted. Pet owners are required to keep all pets quiet and unobtrusive to their neighbors.
- 6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 7) Cats shall be kept indoors and shall be leashed if taken outdoors.
- 8) The maximum number of dogs per household is two (2). All homes which have three dogs in the home at the time of adoption of this amendment may keep those three dogs. However, when those dogs currently in residence are no longer in the home, the homeowner will be subject to the limitation of two (2) dogs per home. <sup>6</sup>

# VII. REQUESTS FOR REASONABLE ACCOMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.

#### VIII. COMMUNITY CENTER

Reasonable regulations with regard to the use of the Community Center by Members will be promulgated by the Board of Directors, through the use of the Rules Committee or some other committee. The business office for the Cooperative will be maintained in the Community Center. The Board of Directors will routinely hold its meetings in the Community center and, space permitting, the Membership may hold Membership Meetings from time to time in the Community Center. The Community Center may be used for functions, at the discretion of the Board of Directors and pursuant to reasonable regulations promulgated by the Board.

# IX. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner

<sup>&</sup>lt;sup>5</sup> At the Annual membership Meeting held on June 15, 2019 the above change was enacted by a majority vote of the members present with a duly constituted quorum present.

<sup>&</sup>lt;sup>6</sup> At the Annual membership Meeting held on June 27, 2015 the above Bolded changes were enacted by a majority vote of the members present with a duly constituted quorum present.

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 filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules. Costs shall include, but not be limited to, Court filing fees, Sheriffs fees, mileage costs to attend Court, administrative fees, and any other reasonable costs incurred by the Cooperative in connection with a legal action.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Cooperative and a partial owner of the Cooperative. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

# X. SEVERABILITY

Should any Rule, or part of a Rule, be found to be illegal, invalid and/ or unenforceable, in whole or in part, by a court of competence jurisdiction or authorized local, state or federal agency, the remaining Rules, or the remaining part of the Rule affected by the invalidity, shall be unaffected and shall remain fully enforceable.

#### XI. LIABILITY AND INDEMNITY

The Homeowner and his or her family members, guests, and invitees (collectively, "the Homeowner") shall indemnify and hold the Cooperative, its Board of Directors, members, representatives, and agents (collectively, "the Cooperative") from any and all liability, loss and damage, including but not limited to, bodily injury, illness, death or property damage which the Cooperative becomes legally obligated to pay, including reasonable attorney's fees and court costs, as a result of claims, demands, judgments or costs against the Cooperative arising out of the Homeowner's use or occupancy of the Homeowner's lot or any Cooperative property, including but not limited to, park streets, roads and the Community Center caused by or arising from the negligence, fault or liability of the Homeowner or third parties, whether such negligence, fault or liability is sole, joint or several.

The Homeowner's indemnification obligation hereunder shall include, but not be limited to, any and all liability, loss and damage arising from (i) the installation, use or maintenance of above ground fuel-storage tanks and any and all hazardous waste claims associated with the same; (ii) the keeping of pet(s) and (iii) the installation, use or maintenance of 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, or electrical lines, in, above, upon or about Homeowner's lot or Cooperative property. The Cooperative shall not be liable to Homeowner for any liability, loss and damage arising from the acts or omissions, whether negligent or intentional, of other homeowners/occupants, members, and their family members, guests, and invitees. The Homeowner 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 Homeowner's improper use thereof. Nothing herein shall be deemed to release the Cooperative from its intentional or grossly negligent acts or omissions.

The Cooperative shall not be responsible for claims or damages that may be caused by the re-entering and taking of possession by the Cooperative of the Homeowner's lot or house, as the case may be, under these rules and regulations or the laws of the State of New Hampshire regarding evictions.

## XII. Enforcement

Enforcement of these rules shall be the responsibility of the Cooperative. If any violation is not corrected within an appropriate time, usually 30 days after delivery of notice of rules violation to the Homeowner, the Cooperative may proceed with expulsion from membership and/or eviction from the Community. Expulsion from Membership is <u>not</u> a pre-requisite or a pre-condition of eviction.

# **Lakemont Cooperative Community Rules**

Total 14 Pages - Approved on June 27, 2020 by the Membership

The foregoing is a true and accurate account, attested by,

Secretary