

The Birches of Wolfeboro Cooperative, Inc.

PARK RULES

INTRODUCTION

The rules of our Co-op are not intended to be unnecessarily restrictive, or to obstruct your freedom. They are to help provide tranquil surroundings and to protect the investment in your home. These rules, **firmly, fairly, and consistently administered**, will keep our community attractive, not only to you while you live here, but also for others who may wish to live here in the future. The present and future value of your manufactured home depends on our community's appearance, and its reputation in the area. The appearance of individual homes and yards is vital to keeping this community attractive.

We are a **Resident Owned Community (ROC)**. As a ROC we are able to govern ourselves because we own the land that our homes sit on. As joint owners, we have no "park management" to answer to. Since we live in a ROC, our Co-op can vote to change, update, or remove any rule that the **majority** membership chooses to. However, **until that time, we are all obligated to abide by the rules currently in place, even the ones we don't like.**

Before we move in, **we all** sign an agreement saying **we will obey the Co-op rules.** If **we all** honor our commitment, our cooperative will remain the beautiful, welcoming, and peaceful place that brought us all here in the first place.

WE, as a membership group, **make the rules.**

WE, as individuals, **agree to abide by the Co-op Rules, as a requirement for membership.**

WE, do this because the result, **benefits ALL members.**

Respecting our Co-op rules, equals respecting your neighbors.

Our Co-op is democratically run using a "one home, one vote" rule. This means that each household has an equal say in how our community is run. **WE**, elect a Board of Directors (BOD), who are themselves residents, at the annual meeting of the Co-op. These elected members **volunteer their time** to handle the day-to-day operations of the Co-op, **which benefits all of us.** **WE**, delegate to them the authority to enforce the rules that **we created**, and that **we all agreed to abide by.** They are not enforcing their own personal rules, they are enforcing **our rules.**

Violating our Co-op rules breaks your word, disrespects everyone in our community, and **will not be tolerated.**

CONTENTS

	Page
Important Notice Required by Law	3
Occupancy Rules	4
Buildings and Appurtenances: Maintenance (Homes)	5
Maintenance (Additions)	6
Maintenance (Utility Buildings and Garages)	6
Maintenance (Cabanas, Porches, and Awnings)	6
Maintenance (Patios, Terrace, Court yards, Decks)	7
Maintenance (Fences, Skirting, and Steps)	7
Maintenance of the Premises	7
Rubbish and Junk	9
Clotheslines and Reels	9
Procedures for Obtaining Authorization from the Board of Directors	9
Outside Antennas	10
Water Usage and Septic Systems	10
Use of Lawn and Garden Fertilizers and Pesticides	10
Fuel Tanks	10
Motor Vehicles and Boats (Passenger Vehicles)	11
(Commercial and Recreational Vehicles, and Boats)	11
(Parking)	12
Pets	12
Commercial Use of Property	13
Signs	13
Noise	13
Sale of Home by Homeowner	14
Enforcement	14
Waiver	15
Amendments	15
Disclaimer	15
Park Rules Acknowledgment Form	16
Appendix A	17

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 THE PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU NINETY (90) DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF THIS WRITTEN AGREEMENT, YOU MAY STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY LAWFUL CHARGES, FOLLOW THE RULES OF THE PARK PROPERTY, LOCAL, STATE AND FEDERAL LAW, DO NOT REPEATEDLY BOTHER, OR CAUSE DAMAGE TO OTHER TENANTS IN THE PARK OR INVADE THEIR RIGHT FOR PRIVACY. YOU MAY BE EVICTED FOR NON-PAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR LOT RENT. HARDSHIP TERMS MAY BE ESTABLISHED IF THE BOARD OF DIRECTORS DEEMS THE TENANT'S SITUATION A HARDSHIP. MAJORITY VOTE OF SEVEN (7) BOARD OF DIRECTORS WILL DECIDE ALL HARDSHIP CASES AND TERMS OF REPAYMENT TO THE COOPERATIVE.

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

IF THE PARK WISHES TO EVICT YOU, IT MUST GIVE YOU SIXTY (60) DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR LOT 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 AND ARE GIVEN THE OPPORTUNITY TO SEE ITS LIST OF RULES ACCORDING TO WHICH ALL RESIDENTS LIVE. SIXTY (60) DAYS' NOTICE PRIOR TO SELLING MUST BE GIVEN TO THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS HAS THE RIGHT TO ACCEPT OR REFUSE ANY NEW MEMBERS.

COPIES OF THE LAWS UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTI-TRUST DIVISION OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.

I. **PURPOSE:** The Co-op membership has enacted the following Rules that shall be binding upon each person who owns or occupies a home located in this park.

II. **OCCUPANCY RULES:**

A. **AGE OF RESIDENTS.**

1. At least one occupant of each home must be fifty-five (55) years of age or older. No occupant may be less than forty (40) years of age.
2. Any request for a waiver or accommodation of this requirement, **must be submitted in writing to** the Board of Directors, **PRIOR** to any occupancy change.

B. **NUMBER OF OCCUPANTS.**

1. No home may be occupied by more than two (2) persons.
2. The Board of Directors may grant a waiver of the two person limit to allow a third (3rd) person if the third person is needed to be a caregiver to **the member(s)**, in the home, or if a third (3rd) person is a relative of the member(s) in the home and the third person is in need of a caregiver, and one of **the member(s) in the home** will be that caregiver. All caregivers must be over the age of 21.
3. Member(s) must submit a written request for a waiver at least thirty (30) days in advance of any occupancy increase, **AND** receive written permission from the Board of Directors, **PRIOR** to any occupancy change.
4. If written permission is approved for a third (3rd) occupant, the Board shall assess a fee of up to ten percent (10%) of the prevailing monthly lot rent per month for the additional occupant. This fee shall be added to the member's lot rent and is due and payable each month as part of the lot rent.
5. When a third Person stays in a home overnight, for more than thirty (30) consecutive days, the homeowner shall immediately notify the Board of Directors in writing. Subject to the rule limiting the number of occupants, the third person shall be required to undergo a background check and be added to the member's occupancy agreement as an additional occupant.
6. The conduct of all occupants and guests shall be the responsibility of the homeowner.

C. **VIOLATION OF OCCUPANCY RULES**

1. Failure to comply with these occupancy rules may result in the commencement of eviction procedures, expulsion from membership, or both.

D. CONTACT AND TRAVEL

1. Members are required to provide the Board of Directors a current list of emergency contact(s). This list will be kept in the member's file.
2. Members leaving the park for more than a week are required to submit a completed Birches of Wolfeboro TRAVEL CHECKLIST prior to departure. If there is a water leak, or any other problem at your residence, while you are away, AND you failed to submit the required travel checklist, you will be assessed a fine per the Co-op fine schedule. Travel Checklist forms can be found at our library, or on the Birches of Wolfeboro website. The completed checklist may be dropped off at the office/library or submitted via email with the required information.
3. Members leaving the park for less than a week are encouraged to submit a Birches of Wolfeboro TRAVEL CHECKLIST prior to departure.

III. GENERAL RULES:

A. Building and Appurtenances: Maintenance

1. Homes

- a. All homes are to be maintained in a safe and sanitary condition and free of insects, rodents, vermin, pests, and the like. The homes shall be kept level and in good repair and shall rest firmly on their concrete piers. The exterior shall be clean, neat, and properly maintained at all times.
- b. Any change in the exterior color of home or appurtenant structures including, without limitation, additions, utility buildings, garages, cabanas, porches, fences, steps, and skirts, shall be approved in writing by the Board of Directors. Any change in roof material (asphalt shingles or metal roofing) shall be of the same or similar color as the original roof.
- c. The Board of Directors reserves the right to require reasonable repair, maintenance and/or improvement of any home, at the homeowner's expense.
- d. Utility Services including water, electricity, sewer, and the like are to be properly connected, insulated, and protected before the homeowner takes occupancy, and at all times thereafter.
- e. Plumbing is to be kept in good condition and repair, and leaks are to be repaired immediately. If a substantial water leak exists, the Board of Directors reserves the right to shut off the water supply to a home whenever such action is deemed to be in the best interest of the Community.

- f. If a home is substantially damaged by fire, windstorm or other cause, the homeowner shall repair the damaged home within a reasonable time, or the Board of Directors may do so at the homeowner's expense. If the homeowner elects to repair his damaged home, such repairs shall begin as soon as practicable after the damage has occurred. Damage visible on the exterior of a home shall be repaired within thirty (30) days after the date of damage.

2. Additions

- a. An addition to a home, which may include, but is not limited to, any modification or change in the structure of walls, floor, or roof, is permitted only if such addition conforms to the local building codes, is approved by the appropriate local authority, and is authorized in writing by the Board of Directors after due notice to abutters.
- b. Any addition on the front of any home should have a roof system similar to the home itself. No "shed" roofs are permitted on the front of the home. The siding must match the home. Windows and doors shall be compatible with the materials used in the home. The addition shall be designed to harmonize with the home, shall be built in a workmanlike manner and shall be kept in good repair and condition at all times.

3. Utility Buildings and Garages

- a. Construction of any Utility Building or Garage must be approved in writing by the Board of Directors after due notice to abutters. Abutters shall be notified of proposed outbuildings and have the right of objection by written notice of their objection to the Board.
- b. Utility Buildings and Garages shall be of wood frame construction. They shall be sided of the same type material and color to match the home.
- c. The maximum size of a utility building shall not exceed 160 square feet. Garage sizes that are permitted are: 14' x 24', 18' x 22' or 24', and 22' x 22'.
- d. All outbuildings shall be placed on the lot at a site selected by the Board of Directors. The proposed site shall not interfere with any park utility; and the topography of the proposed site shall appropriately accommodate the proposed structure.
- e. All outbuildings shall be kept in good condition and repair.

4. Cabanas, Porches and Awnings

- a. A cabana, porch or awning is permitted so long as it conforms to the local building codes, is approved by the appropriate local authority, and is

authorized in writing by the Board of Directors. A cabana or porch may be enclosed if written authorization is given by the Board of Directors.

- b. Cabanas, porches and awnings shall be kept in good condition and repair.

5. Patios, Terraces, Courtyards, Decks

- a. A patio, terrace, courtyard, or deck is permitted only if authorized in writing by the Board of Directors after due notice to abutters. Abutters shall be notified of proposed Patios, Terraces, Courtyards, or Decks, and have the right of objection by written notice of their objection to the Board.
- b. Patios, Terraces, Courtyards and Decks shall be kept in good condition and repair.

6. Fences, Skirting, and Steps:

- a. Fences, skirting and steps will be kept in good condition and repair.
- b. They must be properly constructed of wood or plastic. Metal fences or enclosures will not be allowed. The location and design of the fences must be approved by the Board of Directors.
- c. Steps will comply with local building codes. Banisters and railings will be of a design, color and trim complementary with the home. Front steps will have a nominal 3 foot by 5 foot platform with risers and sides enclosed.
- d. Handicap ramps will be ADA compliant.
- e. The bottom of homes will be skirted. This includes any added rooms, e.g., a three-season room. The design and material of the skirting will be complementary to the existing siding and trim of the home.

7. Maintenance of the Premises:

- a. Because of buried cables and other utility lines, no digging shall be done without first consulting with the Board of Directors, Dig Safe, or the appropriate municipal utility company, so they can identify the exact location of these cables and other utility lines.
- b. Lawns, Trees, and Shrubbery
 - i. The homeowner shall maintain their lot in an attractive, neat, and uncluttered manner, including but not limited to maintenance of lawns, flowers, plants, bushes, shrubs, etc. Homeowner shall be responsible for the raking of leaves early in the fall before the snow falls, and then early in the spring as the lawns dry out. All existing natural vegetation including trees and shrubs within the Community

- shall not be changed or removed without written approval from Board of Directors.
- ii. The homeowner shall keep Gardens neat and well maintained. If a homeowner wants a garden larger than 100 square feet, he/she shall obtain written permission from the Board of Directors.
 - iii. No trees may be cut or removed without specific written authorization from the Board of Directors.
- c. Driveways, Walks, Porches, Patios, Retaining Walls, and any man-made structure.
- i. The homeowner shall maintain the lot in good condition and repair. Specifically, maintenance of driveways, walkways, porches, patios, and modifications of the lot. Modifications include, but are not limited to, retaining walls, swales, and other modifications of the lot.
 - ii. The homeowner should promptly remove ice and snow from driveways, walks, porches, and patios.
 - iii. The homeowner/emergency contact must keep the driveway lamppost operating at all times, including those times of year when the homeowner may not be in residence. The Board of Directors will have the right to insure the regular operation of those lights. The homeowner will keep the lamppost maintained by routine cleaning and painting. When the light is not working, the homeowner/emergency contact shall inform the Board of Directors, who will replace the light bulb and photocell as necessary.
 - iv. The homeowner shall keep the porches and railings in good condition and repair. All exterior Color changes must be approved by the BOD before proceeding This includes all trim components, decks, shutters, doors, garages, and sheds.
- d. Work by Outside Contractors (Includes all persons working for a fee who are not park members):
- i. Homeowners are responsible for damage to park property, utilities, etc. while they, their guests or their Outside Contractors are performing work outside their homes. Since work performed by Outside Contractors is not covered by Homeowners Insurance, all Outside Contractors will provide a Certificate of Insurance to the Board of Directors in the minimum amounts of \$25,000 for Property Damage and \$300,000 in Personal Liability. It shall be the homeowner's responsibility that this requirement is met. This includes all work on the outside of the homes, including

but not limited to snow plowing, snow removal from roofs, and lawn care.

- ii. If a homeowner hires an uninsured Outside Contractor, the homeowner shall assume all liability for such contractor's work in the park.

8. Rubbish and Junk

- a. The Co-op's provides two (2) dumpsters for the responsible disposal of Rubbish / solid household waste.
- b. All waste should be bagged to contain odors and not attract animals. Do not put any liquids, HAZARDOUS WASTE, furniture, or electronic devices, e.g., televisions or microwaves into the dumpsters. These items must be taken to the Wolfeboro Solid Waste Disposal Facility.
- c. The Co-Op encourages all residents to use the Wolfeboro solid waste recycling facilities @ 400 Beach Pond rd. Resident recycling permits can be obtained from the town hall. Our dumpster fee is based on weight.
- d. Abandoned, unused, or neglected material, or other junk will not be permitted on the member's lot.

9. Clotheslines and Reels

- a. Only umbrella type clothes lines are permitted, but they should be placed behind the homes to be as inconspicuous as possible.

10. Procedures for Obtaining Authorization from the Board of Directors:

- a. When written authorization from the Board of Directors is required for anything, such as the construction of any addition, cabana, porch, awning, patio, terrace, deck, or courtyard, or any change in the exterior color of a home or appurtenant structures, the homeowner shall submit the "Request for Repair" form to the Board of Directors. The application shall describe the proposed construction or change, including sufficiently detailed plans and specifications where appropriate. The Board of Directors review such application and consider the appearance of the home, building or other construction, the compatibility in the park and the suitability of the location. The applicant shall notify abutters to the property. Provided the application is for any new construction Board of Directors shall take any abutter's objection into consideration during the approval process. The Board of Directors shall determine at their discretion whether to authorize such construction or change. They must respond in writing within thirty (30) days of the receipt of the application. Approval by the Board of Directors will not be unreasonably withheld.

- b. All work that has been submitted for approval to the Board of Directors shall not proceed until final written approval from the Board of Directors has been received by the applicant. For work that requires proper permit from the town of Wolfeboro i.e., shed, deck etc. the permit must be submitted to the Board of Directors before proceeding.

11. Outside Antennas:

- a. No outside antennas shall be permitted.
- b. Dishes must be approved by the Board of Directors.

12. Water Usage and Septic Systems: Water is a precious resource and cooperation is required to control the consumption of water for lawn care.

- a. The Board of Directors shall allow reasonable use of water for the care of homeowners' lots. As a general rule, water may be used for the watering of lawns for a maximum of five (5) hours per week.
- b. Exceptions to the general rule are made for new lawns, understanding that typically for the first forty-five (45) days after seeding, new lawns need to be watered daily.
- c. In the event of a drought and/or water shortage, the Board of Directors may enforce the Water Use Restrictions contained in Appendix A.
- d. The Co-op will pump the septic systems on a rotating basis every two (2) years.

13. Use of Lawn and Garden Fertilizers and Pesticides:

- a. The Co-op is required to submit ground water and well water samples for chemical analysis on a regular basis so the Department of Environmental Services can track the presence of nitrates and nitrites in the ground water. If those tests prove that unacceptable levels of these compounds are present in our ground water, restrictions may have to be placed on the use of high nitrogen fertilizers and/or pesticides.

14. Fuel Tanks

- a. All new & updated installations of fuel tanks (oil, kerosene, and Propane) **MUST** be installed according to all applicable Federal, State and Local regulations. New installations of Fuel tanks must be located in the back of the home and visual barriers are strongly recommended. Oil tanks maybe located in garage or shed.

- b. The homeowner must notify the Board of Directors prior to installing or removing an oil tank and allow the Maintenance Committee to inspect such installation or removal.
- c. It shall be the homeowner's responsibility to:
 - i. Maintain the fuel tank in a safe condition and routinely inspect for leaks.
 - ii. Have any unsafe conditions or leaks attended to immediately, and promptly notify the Board of Directors of the problem and corrections being made.

B. Motor Vehicles and Boats

1. Passenger Vehicles

- a. Only vehicles with a current vehicle registration and state inspection sticker may be kept at a member's residence in the park. These vehicles will be in good repair and condition while parked at the residence. A maximum of two (2) vehicles parked in driveway of each home is allowed.
- b. Unregistered or junk vehicles shall not be permitted in the park. Such vehicles shall be towed away at the homeowner's expense. Exception is made for vehicles that are permanently housed in a garage, such as an antique automobile or one which is being restored.
- c. Major mechanical repairs, such as oil changing, brake repair and body repair, of vehicles are **not allowed** in the park, unless done inside an enclosed garage. Minor repairs such as, flat tires, windshield wiper or auto glass replacement, if completed in 48 hours are allowed.
- d. Damage to paved areas caused by leaking gasoline or oil from vehicles shall be the responsibility of the homeowner.
- e. Posted Speed Limits and other traffic control signs will be obeyed by all vehicle operators.

2. Commercial and Recreational Vehicles, Boats, and All Trailers

- a. Commercial vehicles and recreational vehicles, including trailers, motor scooters, motorcycles, skimobiles, and motorized go-carts, are permitted to be operated within the park for the purpose of entering and exiting the park.
- b. Only vehicles registered to members and display a "BIRCHES PERMIT" sticker may be kept in the designated RV/Boat Parking Area. (See Baxter Way Policy) Vehicles must be in good working order and have current registrations. Anything loaded on the trailers will be secured to the trailers.

- c. Commercial Vehicles, Recreational Vehicles, Boats, and All Trailers may be parked in the member's driveway for Forty-Eight (48) hours strictly for packing or unpacking.
- d. Since the designated parking area is neither paved nor fenced, the area is provided gratuitously by the Board of Directors. Therefore, the Board of Directors is not responsible for damage or theft.

3. Parking

- a. Vehicles shall be parked in the driveways overnight and during snowstorms.
- b. Exception to this restriction is made for new or re-surfaced driveways. In such case the homeowner is allowed to park on the edge of the pavement near their home.
- c. Vehicles parked overnight in the street or in other unauthorized areas may be towed away at the homeowner's expense.

C. Pets

1. Domestic pets are allowed in the Co-op. No farm, wild, wild-domestic hybrids, e.g., wolf-dog, coyote-dog or exotic animals are allowed. There is a limit of two (2) pets per household.
2. Cats will be allowed to roam freely, provided they do not make a nuisance of themselves, e.g., nesting under the house, sheds or elsewhere on the lot. Eating flowers or digging up garden beds, scent marking or using garden beds as a litter box.
3. Dogs are subject to the following rules:
 - a. Dogs must be kept on a hand-held leash when they are out in the park.
 - b. The Dog owner is responsible to pick up feces from their dog anywhere in the park and dispose of them properly.
 - c. A continuous barking dog may not be left outside longer than ten (10) minutes.
 - d. With the exception of service dogs, residents may not own, have care, custody or control of the following breeds: Pit Bull Terrier, German Shepherds, Akitas, Staffordshire Terriers, Chow Chow, Alaskan Malamutes, Doberman Pinschers, Great Danes, Siberian Huskies, Rottweilers, Presa Canarios, Mastiffs and Cane Corsos.
 - e. Outdoor fences or pens for dogs will not be allowed.

D. Commercial Use of Property

1. No in-home business shall be permitted which will create traffic, noise or noxious odors. Allowed are such things as an office for business conducted outside the park. No business which results in customers coming to the home is allowed.
2. No garage sales, yard sales, etc. are allowed, except as approved by the Board of Directors, and in no case may any homeowner hold more than one garage sale or yard sale per year.
3. The Co-op shall conduct one Annual Park-wide Yard Sale per year, in which any homeowner may participate.

E. Signs

1. Commercial Signs are not permitted.
2. For Sale Signs:
 - a. One (1) "For Sale" sign may be placed at a residence when it is put on the market.
 - b. The sign will nominally be 24 x 25 inches. It will either be free hanging or mounted on a frame placed in the ground.
 - c. Signs shall be placed at least 3 feet back from the edge of the roadway. It will be placed so that it does not obstruct the vision of the drivers backing into or out of the driveway.
 - d. When the sign frame cannot be placed in the ground it may be placed in a window of the home or on the garage.
 - e. The sign is to be removed from the lot or home on the day of the transfers ownership.

F. Noise

1. Personal Conduct
 - a. Residents of the park and their Guests shall conduct themselves in a reasonable quiet manner so as not to disturb others.
 - b. Noise levels should be reduced after 10:00 p.m. for the benefit of all residents.
2. Vehicles

- a. Vehicles of all park Residents and Guests shall not be operated in such a way as to cause unnecessary noise disturbances to other residents of the park.

G. Sale of Home by Homeowner

1. The homeowner shall have the right to sell his home, subject to the conditions listed in the By-Laws and the following guide.
2. The home shall conform to the park rules, be in safe and sanitary condition and have a fixed heating system that is acceptable to the local fire officials. The following factors will be considered: Exterior appearance, cleanliness, neatness, conditions of paint, walls, windows, doors and frames. The home must blend into the neighborhood and be otherwise environmentally acceptable. The skirt shall be in good condition and repair.
3. If a home has not sold within a six (6) month period, the homeowner should meet with the Board of Directors to discuss strategies to help the sale.

H. Enforcement:

1. Enforcement of these rules shall be the responsibility of the Board of Directors. Violations should be reported in writing to the Board of Directors. Any violation of these rules shall be corrected within thirty (30) days of the delivery in hand or deposit in the mail by Registered or Certified letter, postage prepaid, of notice of such violation from the Board of Directors to the Homeowner. In the event such violation is not corrected within the said thirty (30) days, the Board of Directors may terminate the membership/occupancy agreements and evict the Homeowner sixty (60) days from the date of delivery of mailing of said notice.
2. For any violation, the board will issue a "friendly rule reminder" identifying the rule violation and giving the member a reasonable period of time, to be determined by the board in its sole discretion, in which to cure or end the violation. In the event the member fails to so cure or end the violation, the board in its sole discretion may decide to issue a fine, according to the following fine schedule shall apply:
 - a. First offense - \$25.00
 - b. Second offense (of any rule violation) and/or a second rule reminder for the same violation, within a 12-month period - \$50.00
 - c. Third offence (of any rule violation) and/or a third rule reminder for the same violation, within a 12-month period - \$75.00

ALL FINES SHALL BE ASSESSED AGAINST THE MEMBER AND SHALL BE CONSIDERED TO BE ADDITIONAL RENT UNDER THE MEMBER'S OCCUPANCY AGREEMENT. If the member fails to comply with the rules and/or fails to pay imposed fines, the board of directors may proceed with expulsion and/or eviction proceedings. In the event any rule violation, in the sole discretion of the Board, involves a life safety issue, creates an emergency or a risk to the health, safety or welfare to other homeowners, the public or to the Cooperative, or would otherwise be in the best interest of the Cooperative, the board may forego any or all "friendly rule reminder" and/or fines, and instead take any other action allowed by law, including but not limited to, revocation of membership, or expulsion or issuance of an eviction notice and/or eviction.

I. Waiver:

1. The Board of Directors reserves the right, in their sole discretion, to waive any one or more of these Rules with respect to any one or more Homeowners. Waiver of any Rule or right shall not be deemed a waiver of any other Rule or right, unless expressly stated therein, nor shall a waiver on behalf of any specified person or persons be deemed a waiver for any unspecified persons. All such waivers are to be in writing, moved and passed by the Board of Directors, with copies to the Board of Directors and the Homeowner.

J. Amendments:

1. Amendments to these rules may be made by the membership, and copies of such Amendments shall be distributed to park residents. Such Amendments, unless unanimously approved, shall become effective ninety (90) days after notice is given to park residents, except where longer periods of time may be required by Law. Amendments unanimously approved may take effect immediately.

K. Disclaimer

1. Homeowner must pay all costs of collection and reasonable attorneys' fees resulting from eviction proceedings or tax collection.
2. If any expense is incurred by the Co-op as a result of a cause or a claim against the Co-op, the Co-op shall have the right of offset to any fees and shall have the right of levy upon the dwelling and may place a lien on the dwelling to secure said right.

END

RSA's AVAILABLE ON REQUEST.

The Birches of Wolfeboro Cooperative, Inc. Rules and Regulations

Total 18 Pages

Approved (date): August 20, 2005, At the Annual Meeting of the Birches of Wolfeboro Co-op,
Amended September 2006, Amended May 2012, Amended May 2021,
Amended May 2022, Amended May 2023

Signed _____, Secretary of the Cooperative

Park Rules Acknowledgement

I/we _____, applying for park

approval for address:

have received and read a copy of the Birches of Wolfeboro Co-op, Inc. Rules, and Regulations.

By signing and dating this form, I/we understand and will obey these rules. If I/we do not follow the Rules, I/we understand that this could be grounds for eviction from the Park.

Applicant signature:_____ Date:_____

Printed Name: _____

Co-applicant signature:_____ Date:_____

Printed Name: _____

Appendix A

The Birches of Wolfeboro Cooperative, Inc.

WATER USE RESTRICTIONS

RSA 485, the New Hampshire Safe Drinking Water Act, provides community water systems with the authority to restrict non-essential water use when there is a threat of demand exceeding supply and to terminate service to customers when restrictions are not adhered to (Env-Dw 503). Furthermore, municipalities and village districts have the authority to implement water use restrictions for water system customers and implement fines under RSA 38:26.

I. PURPOSE

The purpose of this ordinance is to ensure the use of water is regulated in a manner The Birches of Wolfeboro Cooperative Inc. (hence forth The Co-op) deems to be in the best interest of its members. The Co-op may use reasonable means to protect, preserve, and maintain the public health, safety, and welfare when a water supply shortage exists.

II. APPLICABILITY

The requirements of this section shall apply to all water users with connections receiving water from The Co-op.

III. DEFINITION

Water supply shortage: A situation that occurs when there is insufficient water available to meet the present or anticipated needs of The Co-op. A water supply shortage usually occurs due to drought or a major infrastructure failure.

IV. REQUIREMENTS

Upon declaration of a water supply shortage or other water emergency The Co-op Board of Directors shall be authorized to determine and implement a certain restriction necessary to conserve and maintain adequate reserves of The Co-op's water supply. Provided there is a declaration as noted above, the following levels of restriction will apply immediately after the public notification period specified in Section V.

A. If The Board of Directors issues a Level 1 restriction, then:

i. Members are requested to refrain voluntarily from landscape watering and to limit the amount of water used outdoors for other purposes, e.g., washing cars.

ii. Landscape watering shall not occur between the hours of 8AM and 7PM.

B. If The Board of Directors issues a Level 2 restriction, then:

- i. Landscape watering and vehicle washing by odd numbered addresses is allowed on odd numbered days.
- ii. Landscape watering and vehicle washing by even numbered addresses is allowed on even numbered days.
- iii. Landscape watering shall not occur between the hours of 8AM and 7PM.
- iv. Washing of driveways, sidewalks or other impervious areas is prohibited.

C. If The Board of Directors issues a Level 3 restriction, then:

- i. Landscape watering by odd numbered addresses is allowed on Mondays and Thursdays.
- ii. Landscape watering by even numbered addresses is allowed on Tuesdays and Fridays.
- iii. Landscape watering shall not occur between the hours of 8AM and 7PM.
- iv. Washing of vehicles is prohibited.
- v. Washing of driveways, sidewalks or other impervious areas is prohibited.

D. If The Board of Directors issues a Level 4 restriction, then:

- i. Outdoor water use is prohibited.

V. NOTIFICATION OF A WATER SUPPLY SHORTAGE

Notification of intent to implement water use restrictions by The Co-op due to a water supply shortage shall be posted at the Library and **emailed or hand delivered** to members by such means reasonably determined to notify all members.

VI. TERMINATION OF A NOTICE OF A WATER SUPPLY SHORTAGE

Upon a determination that the water supply shortage no longer exists, The Co-op Board of Directors may terminate a State of Water Supply Shortage. Notification of the termination of a State of Water Supply Shortage shall be given in accordance with Section V.

VII. EXCEPTIONS TO RESTRICTIONS

- A.** Hand irrigation of crops used for food by members shall not be restricted.
- B.** Water to sustain animal life shall not be restricted.

C. Despite the authority granted by Section II of this Ordinance, orders imposing water use restrictions shall not apply to uses that obtain water from sources other than The Co-op, unless it can be clearly demonstrated that the use of such water directly affects The Co-op water supply.

VIII. PENALTIES

Any member failing to comply with the restrictions imposed pursuant to this Ordinance shall be subject to a fine and/or be subject to imposition of civil penalties pursuant to RSA 38:26, II not to exceed \$10,000 per day of such violation. Recovered penalties shall be used as The Co-op may direct. In addition to the foregoing penalties, The Co-op is authorized to discontinue the furnishing of water where orders and restrictions have been violated. Such discontinuance shall be made pursuant to RSZ 38:31 and may be continued so long as there is evidence that the violations will continue.

First Violation: Written Warning.

Second Violation: \$500 fine.

Third Violation: \$1,000 and discontinuance of water service. A reactivation fee of \$1,000 will be charged before water service is restored.