

COMMUNITY RULES
Of
Fieldstone Village Cooperative, Inc.
A Resident-owned Manufactured Housing Park

INTRODUCTION

Fieldstone Village Cooperative, Inc. wishes to welcome you to our community. It is our desire to provide a pleasant, attractive, and affordable place in which to live. All communities need some form of regulation to accomplish this goal. The rules and regulations of this community are not intended to be unnecessarily restrictive, but are meant to help provide a safe, tranquil living environment. The future value of your manufactured home rests, to a great degree, on our appearance and reputation in the community at large. To this end, it is hoped that you maintain your property; that you, your family, and your guests conduct yourselves in a reasonable and lawful manner; and that you respect your neighbors and their privacy.

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 COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT THE CONSENT OF A MAJORITY VOTE OF THE MEMBERSHIP, UNLESS THIS COMMUNITY GIVES YOU NINETY (90) DAYS' ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN MEMBERSHIP AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR LOT RENT AND ANY OTHER LAWFUL CHARGES; FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE, AND FEDERAL LAW; DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER RESIDENTS OF THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF LOT 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 RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, 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 COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU SIXTY (60) DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY THIRTY (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/HER HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE OFFICE 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 COMMUNITY.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.

I. GENERAL RESPONSIBILITIES

- A. The cooperative is responsible for:
 - 1. enforcing community rules
 - 2. all underground utilities
 - 3. snowplowing of roads
 - 4. maintenance of roads and common areas
 - 5. trees
 - 6. lamppost
- B. The homeowner is responsible for:
 - 1. obeying community rules
 - 2. payment of lot rent on time
 - 3. lot upkeep
 - 4. hook-up and maintenance of utility connections
 - 5. prominently displaying street number on the lamppost for 911 emergency location (additional number on street side of home is optional)
 - 6. all state and local taxes
 - 7. snow removal and care of individual drives, steps, and walks
 - 8. compliance with all city codes and ordinances
- C. All residents are liable for damages, injury, or loss incurred in their homes and on their lots. Homeowners are strongly urged to carry homeowner's insurance.
- D. Residents are expected to use common sense when disposing of waste (i.e., no flushing of food, disposable diapers, sanitary napkins, etc.).
- E. The speed limit throughout the community is fifteen (15) MPH.
- F. Discharge of firearms, BB and paintball guns, archery equipment, fireworks, and any other potentially dangerous weapon is not allowed. This is a life safety issue.
- G. Quiet hours are from 10pm to 8am weekdays and 11pm to 8am weekends.

II. OCCUPANCY

- A. All housing units are to be owner occupied. No rentals or subleases are allowed.

1. To promote the safety of residents and to provide for fair distribution of services, five (5) is the maximum number of individuals allowed per house.¹ This limitation will be strictly enforced.
2. No person, other than children born to residents registered with the community, may become residents unless they apply for and are approved in writing by the Board of Directors as residents of the community.
3. Occasional or weekend visitors are welcome, but visitors staying over thirty (30) days must be registered with the office as part of your household, and obtain prior written permission from the community.
4. A list of all occupants shall be furnished to the Board of Directors at the beginning of the residency and annually thereafter in the form of a Homeowner Questionnaire.
5. Notify the office if there is a change in the occupancy in your home. The Board of Directors will require each additional adult occupant to sign an Occupancy Agreement and consent to a background check. The Board of Directors reserves the right to reject any proposed additional occupant.

B. Amended per vote of membership on June 25, 2022:

Lot rents are due on the twentieth (20th) day of each month. Rents received by the 20th of the month will be allowed a fifteen dollar (\$15.00) early/prompt discount. Rents received after close of business (11:59 PM) on the 20th must include the full member rate. Rents received after close of business (11:59 PM) on the last day of the month must include the full non-member rate.

1. A returned check fee will be assessed at the rate allowed by law per check. No re-deposits will be made. The Board of Directors reserves the right to refuse personal checks as payment if three (3) checks are returned for non-payment.
2. If you know that you will be unable to pay your monthly lot rent by the day it is due, notify the office and a payment plan or other satisfactory arrangement may in cases of severe hardship, be worked out at the sole discretion of the Board; however, the discount will not apply. If rent is not paid or a payment arrangement satisfactory to the Board of Directors is not reached by the 30th of the month, the Board may commence eviction proceedings by serving you with a *Demand for Rent and Eviction Notice*. If this occurs, all back rent and fees must be paid in full, together with statutory liquidated damages of fifteen dollars (\$15.00), on or before the date of eviction. Partial payment of back rent and fees will be applied against the balance owed but will not cure the default or prevent the eviction.
3. Non-members will pay fifty (\$50.00) dollars above the prevailing lot rent for members.

C. Homeowners, their household members, guests, invitees, and pets shall at all times comply with all local and state laws, regulations and ordinances, including but not limited to all requirements of any health office, fire department, and police department with appropriate jurisdiction.

¹ The law permits reasonable occupancy limits in order to "promote the convenience, safety, or welfare of the tenants; make a fair distribution of services and facilities for general use by the tenants, and preserve the landlord's property from abusive use.

- D. Homeowners are responsible for the conduct of their own children, of any other children living with them, of their guests' children, and guests of their children; (all of these are referred to as their 'children' in these rules).
 - 1. Homeowners will be held responsible for any property damage or injuries caused in whole or in part by their children, and for any violations of these rules by their children. Homeowners may be evicted for violations of these rules committed by their children, after notice and an opportunity to comply, as though the violations had been committed by the homeowners themselves.
 - 2. Adults, children, and pets are not to be on the property of others uninvited.
- E. Persons planning to run a business in the home must first receive approval from the Board of Directors. Only those in-home businesses that do not create additional traffic, noise, odor, or in any way violate community rules will be allowed.
- F. It is the responsibility of the homeowner to secure the home's water, sewer, and electrical lines at the point at which they surface above the ground, and to prevent leakage, especially the freezing of pipes during the winter months. The cooperative reserves the right to shut off the water to any home where there is a leak until a repair is made.
 - 1. Residents will be required to pay the full cost of repairs for any damage to the water system or other community property resulting from non-compliance with this rule. Such repair costs shall be treated as rent, due upon notice to the resident, and non-payment shall be grounds for eviction.
- G. Homeowners 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. Use, sale, or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction.
 - 1. Threats of violence against other residents and/or the Board of Directors, as well as damage to the premises/property, reasonable wear and tear excepted, shall constitute grounds for eviction and violators are liable for all damages.
 - 2. Any violations of state or local firearms law by a resident or guest, or any police action against a resident may bring eviction from the Board of Directors.
- H. A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 8 AM weekdays and 11 PM to 8 AM weekends, at which time children 17 and under are to be in their own yards unless accompanied by a parent.

III. SALE OR REMOVAL OF HOMES

- A. For sales of homes to remain in the community:
Homeowners have the right to sell their homes to whomever they choose; however, homes to remain in the community must meet applicable safety and aesthetic standards, and purchasers of such homes must be approved for tenancy prior to the conveyance.

1. The Board of Directors must receive notice of your intent to sell thirty (30) days prior to listing your property. The notice must specify whether it will be a sale by owner, or a sale through a real estate agent, salesperson or broker. If not a sale by owner, the name and contact information for the agent, salesperson or broker must be included in the letter. In addition, the Board of Directors must be notified of the actual date of the sale of the home at least twenty-one (21) days prior to the closing of the sale.
2. Before any home can be removed, sold, or occupied by a new owner, all lot rent payments and all other charges and fees due must be paid in full, and there must be written verification of payment of all outstanding real estate taxes.
3. Sales of all homes are subject to pre-sale inspections by Park Representatives. Within seven (7) days of the Board's receipt of the homeowner's written notice of intent to sell, the owner shall permit the Park Reps to inspect the home, additions and appurtenances thereto, and the lot for compliance with applicable safety and aesthetic standards.
 - a. The Park Reps will thereafter provide a written specification of any repairs, improvements or lot maintenance required for approval of an on-site sale of the home. The Board of Directors may require removal of any non-conforming structures for which written permission has not been granted.
 - b. Any required repairs, improvements, removals or lot maintenance will be commenced within ten (10) days of receipt of written specification of such items, and shall be completed prior to the sale of the home. Park Reps will re-inspect the home and lot for compliance prior to the sale. Please be aware that homes which are unsafe, unsanitary, or fail to comply with reasonable aesthetic standards within the community may be required to be removed from the community upon sale. The Board of Directors reserves the right to require five hundred dollars (\$500.00) to be escrowed for the express purpose of bringing the lot up to community standards, should there be any violations.
4. No "FOR SALE" signs are allowed on the lot. No more than two signs (maximum size 12" x 18" each) may appear on or in your home.
5. Credit approval and a background check are required for each buyer. There will be a one hundred and twenty-five (\$125.00) dollar non-refundable charge for each application, which includes a credit and background check. There will be a fifteen (\$15.00) dollar charge for each additional background check.

B. For removal and replacement of homes:

1. When a homeowner removes his/her home in order to buy a newer home to be placed on the same lot, the owner must provide the Board of Directors with a written notice of his/her intent to upgrade a home within the community within thirty (30) days. The removal of the old home must be done in strict compliance with all requirements of the following:
 - a. Neither the removal of the old home nor the installation of the new home are permitted to occur unless the owner is current in payment of all rent and other charges.
 - b. No new or used manufactured home will be permitted to enter the community unless it meets U.L. or B.O.C.A. standards.
 - c. No home that is more than five (5) years old or less than 720 square feet in area will be allowed to enter the community. The Board of Directors reserves the

right to refuse to allow any home to enter the community or remain after it is sold, based on its assessment of the home's safety and condition or other factors in accordance with NH RSA 205-A:2,III.

d. Any home brought into the community or located within the community must meet safety standards including all town ordinances on safety and occupancy, which may include proper installation of all electrical connections, cables and wires, propane tanks and oil barrels. The homeowner will provide a copy of his/her *Certificate of Occupancy* to the Board of Directors.

e. The homeowner shall be responsible for all fees charged for the actual cost of lot cleanup, water shutoff service, upgrading electric service, and other costs of preparing the site for replacement of the home, or upgrading the lot of an existing home.

IV. BUILDINGS AND STRUCTURES

- A. All homes must be maintained in good condition: skirting, clean, neat and properly painted in a manner in keeping with the general appearance of the community.
- B. Accessory buildings, porches, decks, and skirting are to be kept painted and in good repair so that the appearance of the home and lot are attractive overall.
- C. Steps and handrails must be in compliance with city codes. Steps are to be wood, aluminum, or pre-cast concrete. Concrete blocks are not acceptable as stairs.
- D. All buildings, additions, porches, sheds, children's play facilities, and decks are to have prior approval of the Board of Directors, who must sign the *Permit Request*, and are to comply with the town building codes as well as federal and state regulations. Residents 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, and will be placed in the homeowner's file. Failure to obtain written permission from the Board of Directors for any structural improvements will result in removal of the structure, as well as further penalties levied by the city. All work must be completed within one (1) year of the issuance of the building permit.
- E. Only one utility building is allowed. Any new structure is to comply with the following standards:
 - 1. Building may not exceed 12' x 14' with 10' sidewalls;
 - 2. Roof must be pitched and covered with acceptable roofing materials;
 - 3. Doors and windows must be in good repair and able to be closed.
- F. The Board of Directors reserves the right to require safeguards, alteration, or possible removal of improvements or personal property if necessary to comply with requirements of the Community's insurance carrier.

V. SITES

- A. Freestanding clotheslines are permitted at the rear of the home. Stringing lines between trees and/or the home is not permitted.
- B. Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight from the road. Trash containers must be brought out to the driveway entrance on collection day and removed from the street within 24 hours.
- C. Yards are to be kept neat and free of debris and unsightly materials. Lawns are to be kept trimmed and mowed. If a lot is neglected, the Board of Directors reserves the right to have the lot cleaned at the owner's expense.
- D. An annual inspection of your lot will be made, and if any deficiencies are noted, you will be notified by letter to correct the situation within thirty (30) days. The Board of Directors reserves the right to perform work on any lot which has been neglected by the resident, at the resident's expense, after the 30-day notice. The neatness of your lot is your responsibility.
- E. Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and discarded items may not be left anywhere on the lots. No old furniture of any kind except lawn furniture in good repair may be left around the home's exterior.
- F. Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted; permanent fireplaces and barbecue pits are not.
 - 1. Portable fireplaces and chimineas must have prior approval by the Board of Directors; this approval must then be submitted to the Rochester Fire Department in order to obtain a permit. Applicants will be given copies of RLS 5601 and Rochester city ordinances, and will be asked for proof of homeowner's insurance. Homeowners are responsible for any damage to property as a result of violations. Non-compliance of these rules may result in the denial of future application requests.
- G. The cooperative owns and is responsible for all repairs to any aboveground oil tank (AST) in the community.
 - 1. The homeowner shall be responsible for screening all fuel tanks in a neat and tidy manner, either by fencing or latticework, or plantings; however, tanks must be accessible for maintenance and kept in good repair by the homeowner.
- H. Requests for installing fences must be submitted in writing for approval by the Board of Directors, a copy of the building permit must be on file prior to any installation, and the fencing must meet the following guidelines:
 - 1. Maximum height at street side is four (4) feet; maximum height at rear and halfway up side yard is six (6) feet.
 - 2. Allowable styles include, but may not be limited to, post-and-rail and picket for the front yard; stockade and chain link are allowed in rear yard only.

- I. Lot improvements will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. The Board of Directors reserves the right to move or remove any such improvement that did not previously have Board approval.
- J. You may set out plants and flowers as long as you maintain them.
- K. Residents are not allowed to cut, trim, or remove trees without prior Board approval.
- L. Call Dig Safe before you dig. Damage to community infrastructure shall be the responsibility of the homeowner.
- M. Swimming pools are permitted on homeowner lots under the following conditions:
 - 1. Pools require permission in advanced from the Board in writing and must include the size and style of the pool, proof of homeowners' insurance covering the pool, and proof that the water needed to fill the pool will be brought in by tanker.
 - 2. The homeowner agrees to pay \$25.00 per month to the Cooperative for every month the pool is erected, from April 1 through September 30. This surcharge covers the additional water cost incurred when the pool is refilled and is payable in advance by the first day of the month.
- N. Trampolines are not allowed.

VI. VEHICLES

- A. Unregistered and/or disabled motor vehicles are not allowed in the community. Repairs on motor vehicles shall not be undertaken on the lot unless said repairs are completed within forty-eight (48) hours. Proper disposal of fluids is the homeowner's responsibility. Violation will be grounds for towing and cleanup of spills at owner's expense.
- B. Each lot is permitted up to three parking spaces, where available.
 - 1. Residents' vehicles shall at all times be parked on the asphalt space prepared for such vehicles and shall not be parked on the lawn.
 - 2. One commercial vehicle may be substituted for one of the allowed vehicles as long as it fits in the driveway.
 - 3. Temporary parking is allowed on the streets, except between November 15 and April 15, or when on-street parking would block utility or emergency vehicles.
- C. *Amended per vote of the membership on November 1, 2013:*
All off-road and recreational vehicles such as snowmobiles, dirt bikes, and ATVs must be stored out of sight and may not be operated within the boundaries of the community. Small boats such as canoes or rowboats may be stored out of sight. Larger boats, boat trailers, and RVs cannot be parked or stored at the resident's home without first applying for written permission from the Board of Directors. Permission will be granted or denied based on the merits of the application.

VII. PETS

While the members of this community understand that pets are enjoyable and important to their owners, not everyone shares the same point of view. The following rules are intended to create a healthy environment for everyone.

- A. Domestic pets are allowed in this community with restrictions. You may not keep exotic or wild animals in the community. Farm animals may be kept, with prior approval from the Board of Directors, under the following provisions:
 - 1. The animals are for personal use only, not for purposes of commerce.
 - 2. A maximum of one rooster and five chickens (or other fowl) is permitted.
 - 3. The animals do not provide a health hazard.
 - 4. The animals do not pose a nuisance to neighbors.
 - 5. The animals are kept away from the road side of the lot.
 - 6. The enclosure(s) must be safe for the animals and secure from outside predators.
- B. All dogs must be licensed by the City of Rochester, and all dogs and cats must have required rabies shots (RSA 436:100). All pets must be registered with a copy of a valid dog license and required shot certificates for both dogs and cats.
- C. A barking dog may not be left outside for longer than ten (10) minutes.
- D. The following dogs are prohibited:
 - 1. German shepherd, akita, rottweiler, doberman, and pitbull
 - 2. Any dog with a history of aggressive behavior or biting
- E. For health and safety reasons, each lot is permitted a maximum of two (2) pets. There will be no exceptions. No breeding is allowed.
- F. Permitted dogs will be either walked on a leash or restricted to the pet owner's lot as per City Ordinance Chapter #43. Any dog found running loose may be picked up by the Animal Control Officer as per RSA 466:30a, and the pet owner will be fined \$50.00 by the city for each offense.
- G. Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the pet owner will remove the cat or keep it indoors.
- H. Pet owners must clean up pet droppings in their yard on a regular basis. Droppings from farm animals must be especially monitored to avoid toxicity to the soil. Any pet droppings on public property or a neighbor's property must be picked up immediately as per city ordinance.
- I. Failure to remove or restrict a pet as directed by the Board of Directors may result in eviction.

VIII. ENFORCEMENT

These rules were developed to promote the health, safety, and welfare of all homeowners, their household members, guests, and invitees. Your cooperation in observing these rules will help to assure all residents equal enjoyment of their homes and the entire community. The Board of Directors endeavors to enforce these rules in a fair and consistent way. Any failure of a resident to observe and comply with any of these rules will be considered unacceptable behavior which may subject the homeowner to eviction from the community after written notice and an opportunity to comply.

- A. To the extent permitted by law and contract, Fieldstone Village Cooperative shall have a legal possessory lien on the resident's home located within the community for any unpaid rent, including late charges, assessments of damages caused by the homeowner or homeowner's guests, unpaid city taxes, and any other recoverable expense under these regulations; and the homeowner shall not remove or sell such home without making full payment of all such rent, charges, damages, and taxes. This lien is based upon RSA Chapter 540, Section 1, and also upon general contractual principles.
- B. In the event that any resident violates any of the rules and regulations of this cooperative, thereby necessitating a second written notice to be served upon them, an administrative fee shall be levied upon the homeowner.
- C. Payment of any such fees assessed does not excuse non-compliance with Community Rules. Residents may be evicted for failure to comply with one or more rules if they are first given written notice of non-compliance and a reasonable opportunity to comply. Further, if a homeowner is assessed a fee for a second offense and continues to violate the community rule, after thirty (30) days the homeowner may be assessed a fee for a third offense, and so on.
- D. A resident's non-compliance with certain Community Rules, such as lot maintenance, may result in charges for services rendered, such as mowing the grass, if Maintenance elects to perform the work.
- E. If the community incurs legal costs to collect past due rent or to otherwise enforce compliance with Community Rules, the homeowner is responsible for payment of such costs, including reasonable attorney's fees, incurred by the community. Such costs include the statutory liquidated damages fee of \$15.00 in the event the community must serve a *Demand for Rent* and *Notice to Quit* for non-payment of rent. Costs and reasonable attorney fees may be charged to the homeowner who fails to pay rent or otherwise violates Community Rules, whether or not a legal action is filed against the homeowner.
- F. In the event that the resident feels that the notice of the violation did not specify a violation or is factually incorrect, notice of protest must be made in writing within five (5) days after receipt of such notice of violation. Residents are reminded and cautioned that this will also include motor vehicle violations within the community.

IX. EVICTION

The Board of Directors prefers to avoid evictions whenever reasonable possible. However, the Board also intends to maintain the community as a safe, attractive, and healthy environment for all residents, and the Board will evict residents when necessary. All residents are encouraged to pay their rent and other charges on time, and to be sure to observe all Community Rules, and to make sure that those for whom they are responsible (children and other family members, guests, invitees, pets, etc.) also observe all of these rules. Residents are subject to eviction not only for their own actions and behavior, but also for the actions and behavior of others for whom they are responsible under these Rules.

A. The following is a summary of just causes for eviction. Please consult RSA 205-A:4 for the full text of the relevant statute.

1. Nonpayment of rent, fines, or reasonable incidental service charges.
2. Failure to comply with local ordinances or state or federal law or regulations relating to manufactured housing or manufactured housing parks, after written notice of non-compliance and a reasonable opportunity to comply.
3. Damage to community property, reasonable wear and tear excepted.
4. Repeated conduct on the community premises which disturbs the peace and quiet of other residents.
5. Failure to comply with reasonable written rules and regulations of the community after written notice of non-compliance and a reasonable opportunity to comply.
6. Condemnation or change of use of the community.

X. SEVERABILITY

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

XI. ATTORNEY'S FEES AND COSTS

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

XII. 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, nor for any damage arising from acts of neglect of co-resident, or other occupants of the 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 herein 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 possession by the cooperative under conditions of these rules and regulations or the laws of the State of New Hampshire.

Fieldstone Village Cooperative, Inc.

COMMUNITY RULES

Amendments approved on June 25, 2022 by the membership, and
enacted on June 26, 2022.

Total 12 pages

Signed _____, Secretary of the Cooperative
(signature above with printed name below)