

Community Rules

Weston's Mobile Home Park

A Resident Owned Community

Owned and operated by: Weston's Mobile Home Cooperative, Inc.

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:

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 YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 60 (SIXTY) DAYS ADVANCED NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR 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 INTERFERE WITH THE PEACEFUL ENJOYMENT OF OTHER TENANTS IN THE COMMUNITY. 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 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 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 14 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION. THE EVICTION MUST BE IN ACCORDANCE WITH 12 V.S.A. CHAPTER 169.

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 COMMUNITY. YOU MUST NOTIFY THE COMMUNITY 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, at 109 State Street, Montpelier, VT.

I. GENERAL RESPONSIBILITIES

- 1) The corporation is responsible for:
 - All underground utilities
 - Snowplowing of roads
 - Maintenance of roads and common areas
 - Trees
 - Utility Poles, when not the responsibility of the utility company
 - Enforce the community rules of the corporation

- 2) The homeowner is responsible for:
 - Hooking up to utilities and maintaining connections
 - Upkeep of their lot
 - The care, maintenance and snow removal of their own walk-ways and driveways.
 - 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 Corporation.

- 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 **ten (10) MPH**.

- 5) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!

- 6) Traditional burning woodstoves are prohibited. Pellet stoves are permitted. Homeowners are strongly urged to consult a certified professional for installation and carry homeowner's insurance. This rule does not supersede any and all applicable fire codes.
- 7) All homeowners shall act in a manor to conserve water. no washing vehicles, no filling pools of any kind, no free-flowing sprinkler systems or unattended hoses, limited watering of flowers, lawns, and gardens. Homes can be washed one (1) time per year.

II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Corporation's Bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per home shall be 3. This limitation is based upon the existing capacity of the wastewater disposal system as determined by Horizons Engineering.
- 2) All lot rents are due on the **1st** day of the month. The Corporation reserves the right to assess late fees related to the actual costs incurred by the Corporation as a result of a Member's late payment if rent is received after the 5th of the month. Cash is not acceptable for payment of rent. A returned check fee will be assessed in the amount of the fee charged to the Cooperative by the bank. No re-deposits will be made. Non-members will pay thirty dollars (\$30) above the prevailing Member lot rent.
- 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 day's additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the corporation as a condition of allowing the home to remain in the community.

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 Corporation is owed money by the resident, the Board of Directors will sign a deed (within 21 days as required by applicable state law and Housing Division Rules, as requested but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien 9 VSA Section 2602 on the resident's home for those amounts due and owing the Corporation. The Notice of Lien must be included in the deed transferring ownership of the mobile home under the known encumbrances. The

Corporation may collect it against the home despite the transfer. 12 V.S.A. Section 2903 confers the right of a judgment lien holder to foreclose on the property pursuant to Title 12 and Vermont Rule of Civil Procedure 80.1 and applicable state law.

The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this corporation:

- 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 [applicable state law]), or directly from the holder of an Eligible Loan, shall be exempt from any “low income” requirement.
- Notwithstanding rights of the Corporation under applicable state law 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 Corporation 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 Corporation’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 Corporation 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 home as a contingency of the sale, it must be done in compliance with applicable state law.
- 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) In addition, 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 state law and Housing Division Rules.

- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed. No peddling or soliciting is allowed in the park without the express written approval of the Cooperative.
- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a Corporation Member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may 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. You are required to inspect and plug them in each year in the fall. The Corporation 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 Corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may 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 **14 (fourteen) days and any applicable state law**. In all cases, the total number of occupants shall not exceed the Corporation'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 Corporation's Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot).
- 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 is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 11) 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**.
- 12) Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with the rules and standards as published by the Vermont Department of Environmental Conservation (DEC) and incorporated herein by reference as if fully set forth herein. Any tank not brought into

compliance with such standards may be replaced by the Corporation at the expense of the tenant and such expenses may be collected and assessed in the same manner as rents under Landlord-Tenant law. Screening the tank from view is required and should be constructed according to required DEC rules.

Note: Grant funds may be available from the State for replacement or repair of “red-tagged” AST for eligible homeowners. Contact park owner for information.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and sided or properly painted in a manner in keeping with the general appearance of the community. Homes under construction must be completed in a reasonable time frame as determined by the board of directors.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 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) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
 - a) may not exceed **12’ X 12’**
 - b) roof is pitched
 - c) doors and windows stay in good repair and are able to be closed
- 5) All buildings, additions, porches, sheds, towers, children’s play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request, and 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.
- 6) Pools and trampolines are strictly prohibited.
- 7) Commercial signs are not allowed.

IV. SITES

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish removal is included in lot rent. Said service shall be provided weekly, usually on Tuesday. All rubbish shall be placed in heavy-duty plastic bags and shall only be placed outside

for collection the morning of rubbish pick-up. The amount of rubbish to be picked up is limited to three (3) bags per week. All other trash and rubbish shall be removed at the Tenant's expense. No burning or dumping of any rubbish is allowed on park property. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.

- a) All trash and receptacles must be kept next to the home. Trash and Recycling can be moved to the end of your driveway, not in the road, the night before trash pick-up and must be moved by the end of the day on the pick-up date. Trash pick-up date is Tuesday.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense. Damages to septic caps by lawn mowers will be repaired at the homeowner's expense if damage is caused by homeowner's negligence.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted. Non-Permanent gas fire-pits are permitted. Permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) No fences are allowed.
- 7) The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! **DIGSAFE and 20 V.S.A. Chapter 86** regulations apply.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required.
- 9) No free items/piles are to be put at the entrances to the community or along RT12. Free piles are permitted on homeowner's lot but must be cleaned up and items removed after a maximum of 1 week.

V. VEHICLES

- 1) No major automotive repairs may be performed in the community. Basic maintenance, such as oil changes, may be performed provided the resident uses appropriate ramps and catch basins, and dispose of the oil and filters appropriately. Any spills will be dealt with at the homeowner's expense.
- 2) Parking spaces will be allocated to each home. The maximum number of vehicles per lot is three (3). Vehicles include automobiles, trucks, campers, boats, utility trailers, or other motorized

vehicles. All vehicles must have a valid registration. Parking is allowed on the streets as long as it does not block emergency vehicles. There is no parking of vehicles on lawns. All vehicles must be off the street between November 1st and April 15th of every year to facilitate snow plowing.

- (a) Between November 1st and April 15th, winter storage of campers and boats is not allowed in the community, these vehicles must be stored elsewhere during this period. Utility trailers can remain in the community as long as they are regularly used (daily or weekly use required), otherwise utility trailers must also be stored off-site during this period.
- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community with the exception of using ATV to plow driveways.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit is **ten (10) 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.
- 7) Vehicle idling should be limited to Vermont's Motor Vehicle Idling Law which limits all motor vehicle idling to five (5) minutes in any sixty (60) minute period.
- 8) Campers cannot be used for overnight stays. Utilities cannot be connected to campers.

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. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed.
- 2) It is the duty of every person owning, keeping, or harboring any dog over six months of age, within the Town of Berlin, to procure a license therefore in accordance with Chapter 193, Title 20 of the Vermont Statutes Annotate, as amended. Homeowners shall provide a copy of the license to the Corporation upon request.
- 3) These dogs are prohibited:
 - a. Any dog with a history of aggressive behavior or biting.

- b. Any animal that is on a list of prohibited pets, as provided by the Corporation's insurance company.
- 4) Permitted dogs will either be restricted to their **lot or walked on a leash**. A barking dog may not be left outside for longer than ten minutes.
- 5) Two dogs permitted per house.
- 6) All cats must be kept inside of the home. The only exceptions are those cats that were permitted to roam free before the co-op acquired the community.
- 7) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 8) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

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. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Corporation. 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 Corporation 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.

In the event a legal action is commenced against the Corporation by a homeowner and the Corporation prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Corporation in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Corporation and a partial owner of the Corporation. 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.

IX. SEVERABILITY

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

X. LIABILITY AND INDEMNITY

The Corporation 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 Corporation shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. The Corporation shall not be liable for any damage arising from acts of neglect of co-resident, or other Occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify 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 Corporation from gross negligence.

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

Weston's Mobile Home Cooperative, Inc.

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Total 10 Pages

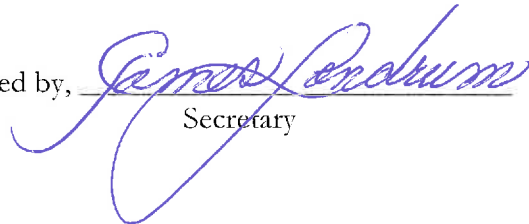
Approved and Adopted on November 29, 2017 by Vote of the Membership

Amended on April 21, 2018 by Vote of the Membership

Amended on April 28, 2019 by Vote of the Membership

Amended on August 7, 2019 by Vote of the Memership

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


Secretary