

# **Community Rules**

Freedom Pond Cooperative, Inc.

A Resident-Owned  
Community

April 1, 2019

**Owned and operated by: Freedom Pond 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 regulation 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*

## Community Rules

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**IMPORTANT NOTICE REQUIRED BY LAW**

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

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

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

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

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

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

## **I. GENERAL RESPONSIBILITIES**

- 1) The cooperative is responsible for:
  - Maintenance of roads and common areas
  - Trees
  - Trash removal
  - Snowplowing of roads
  - All park owned utility poles, electric meters and underground electrical cables
  - Community Water System
  - Septic tanks, leach beds and related structural components
  - Enforcing the Community Rules of the co-op (revised 4/1/2019)
  
- 2) The homeowner is responsible for:
  - Hooking up the home to utilities, maintaining connections and disposing of only appropriate material into septic lines
  - Upkeep of their lot
  - The care, maintenance and snow removal of their own walk-ways and driveways
  - Obeying community rules
  - Submitting Community Rules complaints in writing on the approved Co-op Form
  - Payment of lot rent on time
  - Providing the Board of Directors (B.O.D.) with current contact information
  - Prominently displaying the street number on the front of the home for emergency location (911) or in accordance with the regulations of the Town of New Ipswich, NH
  - All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all lot rent and taxes are paid and a copy of the permit from the local governing body allowing removal of the home is provided to the Co-op.
  - Completing a Maintenance and Site Improvement Form and receiving B.O.D. approval for any of the following: Placement of structures, additions, children's play facilities, tanks, or fences; planting of trees or shrubs; trimming or removal of any trees; placement of pavement or concrete on site
  - Submitting all BOD requests & concerns either in writing or at a properly noticed BOD meeting (revised 4/1/2019)
  
- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lots. Homeowners are strongly urged to carry homeowner's insurance.
  
- 4) The speed limit in the community is Ten (10) MPH.
  
- 5) Hunting and fishing are permitted with proper licenses in accordance with state regulations. All other discharge of firearms, BB guns, paint ball guns, fireworks and any other dangerous weapon is strictly prohibited. This is a life safety issue.

(revised 4/1/2019)

## II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed. Each Membership interest entitles occupancy by 3 adults, 18 years of age or older, at the prevailing rent rate. The B.O.D. reserves the right to charge each additional adult occupant, above and beyond three, an additional charge per month in accordance with N.H. law. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed is 2 per bedroom. (revised 4/1/2019)
- 2) The Board of Directors will be notified of any additional occupant in your home that will exceed thirty (30) days. In all cases, the total number of occupants shall not exceed the Cooperative's established occupancy limits. The Occupancy Agreement will be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult Occupant must meet the co-op's Criminal Background Criteria.
- 3) Changes of telephone number or mailing address must be provided to the B.O.D. in a timely manner. Each household will designate a suitable location for deposit of important notices. The Cooperative is not responsible for any inconvenience, damage or loss of service resulting from inability to contact the homeowner. (new 4/1/2019)
- 4) All lot rents are due on the fifth (5<sup>th</sup>) day of the month. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$5.00 over the current bank fees per check. No re-deposits will be made. Non-members rent will be \$150 above the prevailing member lot rent. (revised 4/1/2019)
- 5) To remain in good standing, Occupancy rolls and Agreements will be updated at the April Annual Membership Meeting, or soon thereafter. This shall include:
  - a. Names and ages of residents
  - b. Current contact information (phone and mailing address) (new 4/1/2019)
- 6) Only those in-home businesses that do not create additional traffic, noise, or odor or the unreasonable use of water or septic to the community are allowed. All in home businesses must have prior written approval by the Board of Directors.

## III. HOME SALES

- 1) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot rent. The homeowner is responsible for advising any potential buyers of the requirement to join the Cooperative as a condition of allowing the home to remain in the Community, where application documents may be obtained, and current rent and Membership fee. (revised 4/1/2019)
- 2) Board of Directors Notification:
  - a. **For sales of homes:**
    - i) The letter will contain the agent's name, telephone number and address;
    - ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement;
    - iii) If the homeowner desires an inspection of the lot as a contingency of the sale, it must be done in compliance with RSA 205:A-2:f.

- iv) Once sale is complete a copy of the deed will be provided to the B.O.D.
- b. **For removal of homes:**
- i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;
  - ii) A copy of the permit to remove is given to the Board of Directors prior to removal;
  - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- c. **For homes to be moved in:**
- i) The Board of Directors requires written approval of all new and used homes prior to delivery;
  - ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community
  - iii) A copy of a proper deed will be provided to the Board of Directors.
  - iv) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority;
  - v) All work must meet the minimum standards set by the State of NH Manufactured Housing Installation Standards Board, RSA 205 D:20, part 603. (revised 4/1/2019)

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 with 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 other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

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

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

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

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

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

#### **IV. RESIDENT CONDUCT**

- 1) 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.
- 2) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 3) 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. Activities that result in an arrest and conviction for a drug offense may be grounds for an eviction and/ or expulsion. Use, sale or giving of illegal drugs to others in this community is prohibited and shall result in immediate eviction and/ or expulsion. (revised 4/1/2019)
- 4) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from (10 PM to 7 AM).

#### **V. BUILDINGS AND STRUCTURES**

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted or stained and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs.
- 4) Only one utility building is allowed. Metal buildings are permitted. All lots with more than one existing shed as of 6/25/2014 will have the additional shed grandfathered. 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

Any request for variation from the above specifications must be based upon property



constraints and the submitted **Maintenance and Site Improvement Form**. (revised 4/1/2019)

- 5) All buildings, additions, porches, sheds, towers, children's play facilities, decks, concrete pads and pavement areas are to have prior written approval. Said structures are to comply with the town building and zoning codes, and federal and state regulations. Homeowners are required to present a plan on the **Maintenance and Site Improvement Form** for any of the above structures, showing details of the structure and the location on the lot. Once the Form is approved, the Board of Directors will sign any required Town Permit Request. A copy of the Town's building permit, which will be placed in the homeowner's file, is to be provided to the Board of Directors before work begins. A copy of the Permit must be displayed on site. (revised 4/1/2019)
- 6) Fences may be used for decorative purposes only, no higher than four (4) feet. No lot perimeter fences are allowed. Short lengths of privacy screening, not to exceed 20 ft. in length, are acceptable. Screens must be set back at least 30 ft. from the road. A **Maintenance and Site Improvement Form** approval is required for new fences and screens. (revised 4/1/2019)
- 7) Trampolines are strictly prohibited! Only kiddie pools are allowed. Kiddie pools are defined as hard plastic pools no deeper than 12 inches and no wider than 4 feet in diameter. Pools are not to be placed on, or emptied over/ near septic systems. (revised 4/1/2019)
- 8) Commercial signs are not allowed with the exception of one "for sale" or real estate sign per home.
- 9) The Homeowner owns and is responsible for all repairs and maintenance of any above ground fuel-Storage Tank (AST) on Member's lot. All ASTs shall be in compliance with the National Fire Protection Association Chapter 31, State Fire Code and the Best Management Practices as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative's Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under RSA 205-A:4-a.

## **VI. SITES**

- 1) To enhance the equitable nature of our Cooperative no lot shall exceed 20,000 sqft. (new 4/1/2019)
- 2) Clotheslines are permitted except in the front of residences. (revised 4/1/2019)
- 3) Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 4) 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 will have the lot cleaned and paid for at the owner's expense. Raked leaves should be removed at the time that they are raked, and not allowed to blow about. Leaves may be placed in Cooperative designated



composting piles, but never along the sides of roads or where they will obstruct catch basins and drainage areas. (revised 4/1/2019)

- 5) 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.
- 6) A Fire Permit is required for all open outdoor fires, gas and charcoal grills excepted, and is the homeowner's responsibility. This rule does not supersede any and all applicable fire codes. Outside burning of leaves, rubbish, etc. is **not** permitted. All fires must be extinguished nightly. (revised 4/1/2019)
- 7) The use of the lot by the homeowner will not interfere with the Cooperative's ability to perform any upkeep and maintenance of the Community infrastructure. There is a minimum setback of 10 ft. from roads for: new shrubs/ structures; 30 ft. for new trees. These must be clearly indicated on a **Maintenance and Site Improvement Form**. Ask before you dig or plant! DIGSAFE regulations apply. (revised 4/1/2019)
- 8) Vegetable and flower gardens are permitted, but the Cooperative is not responsible for damages resulting from road/ infrastructure maintenance. (revised 4/1/2019)

## VII. VEHICLES

- 1) Unregistered and/ or un-inspected motorized vehicles are not allowed in the community.
- 2) Parking spaces will be allotted to each home. There is no parking on lawns. Temporary parking is allowed along park roads, but the following conditions apply:
  - a. Parking must not interfere with driver/ pedestrian safety, park maintenance, snow plowing and emergency vehicles.
  - b. The homeowner is responsible for any damage to common land due to its use.
  - c. There is no *permanent parking* on common land adjacent to roads.
  - d. Vehicles may not be parked on the road opposite to, or blocking another homeowner's driveway.
  - e. To address liability concerns guest vehicles must be parked on the homeowner's driveway overnight and when they are not present within the park. (revised/ new 4/1/2019)
- 3) Tractor trailers are strictly prohibited from parking in the Community. (revised 4/1/2019)
- 4) There is to be no racing-or inappropriate use of any vehicles in the Community. Off-road use of motorized vehicles on common land is limited to B.O.D. approved maintenance. (revised 4/1/2019)
- 5) The Community speed limit is 10 mph.
- 6) RVs, Campers, Utility Trailers and Boats must be stored-on the resident's lot, or if registered, may be stored in the Park's designated storage area. The Cooperative is not responsible for stored items. (revised 4/1/2019)
- 7) Tire changes and minor actions such as adding windshield fluid or changing engine fluid are permitted. All fluids must be properly disposed of (the dumpster is not a proper disposal site).

## **VIII. 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. Outdoor pets are required to have proper and timely immunizations. The homeowner shall, upon request, provide to the Board of Directors, a signed letter or other document from a licensed veterinarian showing these actions have been taken. (revised 4/1/2019)
- 2) Farm animals, including but not limited to, cows, horses, sheep, goats, pigs, chickens and the like, and wild animals, may not be kept on Cooperative property, either as pets or for any other reason.
- 3) There is a maximum number of two outdoor pets per home. Outdoor cats must be spayed or neutered. (revised 4/1/2019)
- 4) The following 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, if provided by the co-op Insurance company.
- 5) Permitted dogs will either be walked on a leash, or restricted to a fenced in area/ dog run. Fenced in areas/ runs must be situated to prevent:
  - a. the dog from advancing beyond the front or side of the home towards the street.
  - b. undue agitation/ barking due to resident activity, passing vehicles or pedestrians.(revised/ new 4/1/2019)
- 6) A barking dog may not be left outside for longer than ten minutes. Dogs in heat will not be left outdoors. (revised 4/1/2019)
- 7) Any pet that damages the property of another homeowner will be removed or confined to the inside of the home. (revised 4/1/2019)
- 8) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

## **IX. COMMON LAND USE**

- 1) Cooperative common land is available for use by residents, however, some restrictions apply:
  - a. Recreational use of common land is limited to daylight hours only. Children under 12 must be supervised at all times.
  - b. No off-road use of any motorized vehicle is permitted, except for approved maintenance.
  - c. No open fires at any time.
  - d. All areas are carry-in, carry-out, please take your trash with you.
  - e. Maintenance of common land requires B.O.D. approval. To address liability concerns, Co-op residents who wish to participate must first complete the requisite paperwork, release forms, etc. and be specifically authorized in writing to

perform the intended maintenance. Any motorized vehicles, excepting dedicated lawnmowers, used on behalf of the Cooperative must be insured. (new 4/1/2019)

## 2) Pump House

- a. Please observe the Sanitary Protection Area signage placed around the pump house.
- b. Recreational use of the area around the wells, pump house and generator is limited to licensed fishing only.
- c. There is no parking at anytime in the pump house drive except for approved maintenance and deliveries. (new 4/1/2019)

## 3) Pond and Wetlands

- a. The grounds surrounding the pond and brooks is common land. No modification to the terrain of any wetlands, or the area adjacent thereto, can be made without approval from the State of NH and the requisite permits. There is a minimum setback of 30 ft. for structures. No ramps, docks, etc. are permitted.
- b. There is no swimming allowed, by people or pets, in the park pond.
- c. Motorized boats are not permitted. Boats must be hand carried to the water's edge. Solo boating is restricted to ages 16 and older; all others must be accompanied by an adult. (new 4/1/2019)

## **X. INFRASTRUCTURE**

No structures are to be placed or built over drainage ditches or component systems, incoming service power lines, community water lines or septic systems. (new 4/1/2019)

### 1) Septic Systems

- a. The homeowner is responsible for maintaining internal patency of drain pipes from the home to the septic tank or a shared component.
- b. Septic systems are not to be used for disposal of cigarette butts, grease, pet feces, condoms, feminine napkins or tampons, children's toys, diaper wipes, diapers, non-bathroom tissue, volatile liquids, or any bio-hazardous material.
- c. No drains, hot tubs, saunas, or garbage disposals are allowed.
- d. No motorized vehicles except lawnmowers are permitted over septic system components.
- e. No structures, tanks, or other objects may be built or placed over septic systems.
- f. No plowing or removal of snow from or onto septic systems.
- g. No dripping of water from faucets overnight in cold weather.
- h. No trimming or removal of leach bed vents.
- i. Requests for planting of trees will not be considered within 25 feet of a septic tank or leach bed.

As a co-op member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. (revised/ new 4/1/2019)

### 2) Community Water System

- a. All park lawns are established and watering of lawns is prohibited. The Board of Directors will readily grant an exception in the event a lawn needs to be replaced,

- e.g. replacement of a leach bed.
- b. It is the responsibility of the homeowner to secure the home's water lines from leakage, especially during the winter months.
- c. Every homeowner must secure the home's water lines from freezing. At this time, the standard method is by heat tape with insulation. If using heat tapes, the homeowner is expected to inspect, test and plug them in each year in the fall. Leaving water dripping from faucets overnight is not an acceptable means of preventing water lines from freezing.

The Cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. (revised/ new 4/1/2019)

### 3) Electrical Systems

- a. Electrical meters and pedestals are to be maintained free of obstruction. Planting of trees and shrubs around pedestals is prohibited.

If damages to Cooperative property and/or infrastructure are found to be due to the homeowner's failure to follow any of these rules, the homeowner shall be responsible for the entire cost of the repair. (revised/ new 4/1/2019)

## **XI. REQUESTS FOR REASONABLE ACCOMMODATION**

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.

## **XII. ATTORNEY'S FEES AND COSTS**

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

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

## **XIII. SEVERABILITY**

Should any Rule, or part of a Rule, be found to be illegal, invalid and/ or unenforceable,

in whole or in part, by a court of competence jurisdiction or authorized local, state or federal agency, the remaining Rules, or the remaining part of the Rule affected by the invalidity, shall be unaffected and shall remain fully enforceable.

#### **XIV. LIABILITY AND INDEMNITY**

The Homeowner and his or her family members, guests, and invitees (collectively, "the Homeowner") shall indemnify and hold the Cooperative, its Board of Directors, members, representatives, and agents (collectively, "the Cooperative") from any and all liability, loss and damage, including but not limited to, bodily injury, illness, death or property damage which the Cooperative becomes legally obligated to pay, including reasonable attorneys fees and court costs, as a result of claims, demands, judgments or costs against the Cooperative arising out of the Homeowner's use or occupancy of the Homeowner's lot or any Cooperative property, including but not limited to, park streets and roads, caused by or arising from the negligence, fault or liability of the Homeowner or third parties, whether such negligence, fault or liability is sole, joint or several. The Homeowner's indemnification obligation hereunder shall include, but not be limited to, any and all liability, loss and damage arising from (i) the installation, use or maintenance of above ground fuel-storage tanks and any and all hazardous waste claims associated with the same; (ii) the keeping of pet(s) and (iii) the installation, use or maintenance of plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, or electrical lines, in, above, upon or about Homeowner's lot or Cooperative property. The Cooperative shall not be liable to Homeowner for any liability, loss and damage arising from the acts or omissions, whether negligent or intentional, of other homeowners/ occupants, members, and their family members, guests, and invitees. The Homeowner shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by Homeowner's improper use thereof.

Nothing herein shall be deemed to release the Cooperative from its intentional or grossly negligent acts or omissions.

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

#### Freedom Pond Community Rules

Approved on 5/26/2014 by the Membership  
Amended 4/10/2017 by the Membership  
Amended 4/1/2019 by the Membership

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

  
Director