

Community Rules

Sherwood Valley Housing Cooperative Corporation, Inc.
A Resident Owned Community

Owned and operated by:
Sherwood Valley Housing Cooperative Corporation, 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. Our community exists as an "older persons park" in accordance with and authorized by statute known as the "Housing for Older Persons Act of 1995" (HOPA), Public Law 104-76 with additional exclusion requiring all residents who reside in the Park to be 18 years of age or older. HOPA requires that at least 80% of the residents are 55 years of age or older. 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 OCCUPANCY 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 45 DAYS ADVANCED NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN OCCUPANCY AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR (MONTHLY) LOT FEE 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 TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF LOT FEE(S), BUT ONLY IF YOU FAIL TO PAY ALL LOT FEES DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR LOT FEE(S).

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

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Approved on _____ Amended on 11/9/2019

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YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING OR PARTICIPATING IN AN ALTERNATIVE ORGANIZATION OR GROUP.

IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR LOT FEES, OCCUPANCY, AND/OR MAINTENANCE FEES 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 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 4 Howard Avenue, Cranston, RI 02920.

A. The rules set forth below govern the terms of your Occupancy Agreement with this mobile home park. The law requires that all of these rules and regulations be fair and reasonable, else said rules and regulations cannot be enforced against you.

(1) (a) You must be shown a copy of the Occupancy Agreement prior to occupancy. You cannot purchase, or otherwise occupy a home or Co-Op (Corporation) owned lot without first signing an Occupancy Agreement, agreeing to the Community Rules governing SVHCC and meeting with the Membership Committee.

(b) No individual will be allowed to reside in any Members household who is not 18 years of age or older for a period longer than thirty (30) days per year, the year beginning on the date of their first day of visitation.

(2) Since you will become a resident owner, you must also become a Member of the SVHCC Co-Op and pay a \$100 Membership fee. This fee is refundable when, and if, you sell your home and is not to be construed as a security deposit.

(3) You may not be evicted for reporting any violations of law or health or building codes to the Board of Health, the Department of the Attorney General, or any other appropriate local or government agency. Receipt of notice of termination of tenancy by you, except for non-payment of lot fees within three (3) months of making such report shall create a rebuttal presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within six (6) months.

B. (1) Prospective residents must register with designated Management Company upon arrival in the Park and provide a list of occupants of the mobile home and registration of motor vehicles, as well as other pertinent information regarding ownership and occupancy of the mobile home. Management Company reserves the right to verify ownership, occupancy, etc.

of all residents and prospective residents.

(2) It is the resident's responsibility to notify the designated Management Company of any change in the information given on the original registration form. This includes updates on all vehicle descriptions, license numbers and the names of all occupants of the mobile home. Any guests staying more than 30 days, as referenced in A.(1)(b) above, must register with Management Company along with vehicle information

(3) By signing with the designated Management Company residents thereby comply with the law and formally absolve Management Company, owners, or caretakers of the responsibility for fire, theft and damage to property, or to injuries to persons, residents and their families or their guests while in the Park. They acknowledge that they have received a copy of these regulations and that they, their families and guests will abide by them. Residents of the Park will be held responsible for any damage done to the Park property, facilities or grounds whether the damage is done by them, their families or their guests.

(4) All residents must notify the Management Company of intentions to vacate. Residents must have clearance from the Management Company before vacating a lot.

(5) In any event, all residents must give the Management Company a full month's notice of intention to move in writing. Notice must be given on or before the first day of the month concurrent with the final lot fee period. No owner, dealer or hauler will be allowed to hook on to a mobile home to remove it from the Park unless first reporting to the office for Management Company's permission to do so. The mobile home shall not be removed until the resident has checked out with designated agent. All bills must be satisfied in full and the lot shall be left clean and in good order before Management Company will give permission for the mobile home to be removed.

(6) The Management Company reserves the right to reject any prospective resident or mobile home purchaser for good cause. Good cause shall include, but not be limited to: a) inability to conform to the rules of the Park; b) the prospective resident or purchaser is, will be or has showed in the past that he is unable to meet the financial obligations incurred as a result of the Occupancy Agreement; c) the prospective resident intends to utilize the mobile home or the mobile home space for illegal purpose; d) that the prospective resident would disturb the quiet enjoyment of the other residents of the Park.

I. GENERAL RESPONSIBILITIES

1) The Corporation is responsible for:

- a) All underground utilities.
- b) Snowplowing of roads.
- c) Maintenance of roads and common areas.
- d) Trees.
- e) Road Light Poles.
- f) Enforcing the community rules of SVHCC .
- g) Maintaining the premises when necessary to prevent the accumulation of stagnant water.

- h) Keeping each mobile and manufactured home space marked in such a way that each resident will be certain of his or her area of responsibility, RI Gen Law §31-44-7. Maintaining records to assist members in delineating their respective property lines.
- i) Keeping any exterior area of the mobile and manufactured home park within his or her control, not the responsibility of each resident, free from any species of weed or plant growth which are noxious or detrimental to the health of the residents.
- j) The extermination of any insect, rodent, vermin, or other pest dangerous to the health of the residents whenever infestation exists in the area of the mobile and manufactured home park not the responsibility of the resident or in the area for which the resident is responsible including the mobile and manufactured home if the infestation is not the fault of the resident.
- k) Maintaining all structures owned or rented by the Corporation in a condition similar to which Residents must adhere.
- l) Maintaining all electrical, plumbing, gas, or other utilities provided by the licensee in good working condition. In the event of any repairs or construction to any utility in any mobile and manufactured home park, written notice shall be given twenty-four (24) hours prior to the repairs or construction to each tenant of the mobile and manufactured home park, except in cases of emergencies, after which any repair shall be completed within seventy-two (72) hours unless good cause is shown as to why the action or repair has not been completed. No utility shall be discontinued during the repairs or construction for more than three (3) consecutive hours unless residents have been notified in advance.
- m) Maintaining all utilities provided to mobile and manufactured homes within the park up to and including the connection to the individual mobile/manufactured home, and all water and sewage lines and connections in good working order, and in the event of any emergency, make necessary arrangements if possible for the provisions of the service on a temporary basis; and there shall be no additional charge for the use of water because a resident has children.
- n) Respecting the privacy of the resident, agree to enter the home only with the permission of the owner and only after notice to the resident at least 24 hours in advance.
- o) Allowing all residents freedom of choice in the purchase of all services, pursuant to RI Gen L § 31-44-3 "Rules and Regulations."
- p) Allowing a resident to terminate an occupancy agreement whenever a change in the location of the resident's employment requires a change in the location of his or her residence if the resident gives thirty (30) days' notice; provided, that a resident who is a member of the armed forces of the United States may terminate his or her occupancy agreement with less than thirty (30) days if he or she receives reassignment orders which do not allow prior notification.
- q) Maintaining any road in the mobile and manufactured home park within the licensee's control in good condition, provide adequate space for parking of one car for each lot and be responsible for damage to any vehicle, excluding damages from speed bumps, which is the direct result of any unrepaired or poorly maintained access road within the park and that is within the licensee's control.
- r) Making reasonable rules for guest parking which shall be clearly stated in the rules of the Park.
- s) Current rules and regulations promulgated by the park shall be delivered to the prospective resident prior to entering into an Occupancy Agreement. A copy of the Rules and Regulations shall be filed with the Corporation and posted in a conspicuous place within the Park.
- t) The lot fee and other fees and charges of the Park during the period that SVHCC has owned the park not exceeding three 3 years shall be shared with prospective residents prior to entering into an Occupancy Agreement.
- u) If the SVHCC fails to comply with I. GENERAL RESPONSIBILITIES. 1) l) or m) above, the resident may notify the SVHCC of the resident's intention to correct the

condition at the SVHCC's expense. After being notified by the resident in writing, if the SVHCC fails to comply within fourteen (14) days or more promptly as conditions reasonably require in case of emergency, the resident may cause the work to be done by a contractor and, after, submitting to the SVHCC an itemized statement, deduct from the resident's lot fees the actual and reasonable cost of the work.

- v) The resident has the right to treat as a breach of the Occupancy Agreement, a continuing violation by the SVHCC, substantial in nature, of any provisions set forth in the Occupancy Agreement or any State statute unless the SVHCC discontinues the violation within a reasonable time after written notice is given by the resident by registered or certified mail.
- 2) The homeowner is responsible for:
- a) Hooking up to utilities and maintaining connections.
 - b) Upkeep of their lot.
 - c) The care, maintenance and snow removal of their own walk-ways and driveways.
 - d) Observing all reasonable rules and regulations of the SVHCC concerning the use, occupation, and maintenance of the premises, provided such rules and regulations comply with the provisions of §31-44-3.
 - e) Payment of lot fees and any extra fees legally imposed by the Corporation on time.
 - f) Prominently displaying the street number on the front of the home for emergency location (911).
 - g) 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 required to carry homeowner's insurance.
- 4) Obeying the posted speed limit throughout the community.
- 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) Any resident in violation of any term or condition of these Rules shall be notified in writing by the Board of Directors and/or the Management Company. The Member will have 30 days from the date of the letter to correct the violation(s). After the 30-day period, the Member will be fined twenty-five dollars (\$25) for each violation that is not corrected. If the violation(s) is then not corrected within 30 days, a second letter will be sent, stating that the fine has doubled to fifty dollars (\$50) per violation, and that the process for revocation of membership will begin. Loss of membership increases the lot fee by 10%. The Board may authorize the eviction of the Member at any time after the initial 30-day notice has been provided, and if the violation(s) has not been corrected.
- 7) Watering of lawns is restricted to odd and even calendar days. Your house # determines your watering day.

II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except those that were in occupancy agreements prior to January 16, 2018. In order to promote the safety of the homeowners and make a fair distribution of services, all bedrooms shall consist of a minimum of fifty (50) square feet of floor area and bedrooms designed and certified for two (2) or more people shall consist of seventy (70) square feet of floor area plus (50) square feet for each person in excess of two (2). RI Gen L § 31-44-3.
- 2) All lot fees are due on the first day of the month. There is a 5% late charge for lot fees received after the 20th day of the month. Cash is not acceptable for payment of lot fees. A returned check fee will be assessed (\$5.00) over the current bank fees per check. No re-deposits will be made. Non-Members will pay 10% above the prevailing Member lot fee.
- 3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot fees. 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.

Every person who sells a mobile and/or manufactured home shall warrant to the buyer that the home is free and clear of all liens and if the seller violates the warranty, then the seller shall be strictly liable to the buyer in damages in accordance with RI Gen L § 31-44-4-5(I).

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 Lot fees and Other Charges owed by a Member under an Occupancy Agreement, shall not be

required to advance more than six (6) months of Lot fees 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 Lot fees 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 RI Gen L § 31-44-4-6.
 - b) For removal of homes:
 - i) All taxes assessed against the home, all lot 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 RI Gen L §31-44.
 - d) The right of the Corporation to designate itself as the exclusive agent for the sale of any mobile and manufactured home pursuant to RI Gen L §31-44-4 "sale of mobile and manufactured homes."
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 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, cat litter, food scraps, paint or any other material not generally used or generated in bathroom or kitchen use. Residents are encouraged to use strainers in kitchen sinks, and no drips of faucets are allowed to continue unabated. No diapers or wipes whether flushable or not are flushed. No garbage disposals are allowed. 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 lot fees. 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 and freezing 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 30 (thirty) days. 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) as defined by local and state law and in paragraph 1 of II. Occupancy, above.
- 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, parties etc., so as not to disturb others 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 "SAFETANK" standards as published by the Rhode Island Department of Environmental Management Company (DEM) 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 Corporation Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as lot fees as allowable under Rhode Island law.

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community. Sheds are to be the same color or coordinating color with the house.

- 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 not permitted. Any NEW structure is to comply to the following standards:
 - a) May not exceed 160 sq. ft. with no more than a 10-foot front wall facing the street.
 - b) Roof is pitched.
 - c) Doors and windows stay in good repair and are able to be closed.
 - d) All additions or alterations must be of similar material and color on entire structure.
 - e) All sides must be walled or doored. No open lean-to's are allowed.
- 5) Maximum allowances for NEW deck sizes:
 - a) Maximum width of 12 ft. from a house wall, not from an added porch or addition.
 - b) Maximum size of 168 sq. ft. This would accommodate a 12 ft. x 14 ft. deck.
 - c) Secondary noncontiguous deck not to exceed 48 sq. ft. Handicap ramps excluded from sq. ft. totals.
 - d) Decks are to come no closer than 5 feet of a neighboring home's lot line.
- 6) One carport is allowed per house, not to exceed 12 ft. x 30 ft. Carports must be attached to the house.
- 7) All exterior construction or reconstruction requires written notification of Intent to Construct and must be submitted to the Board of Directors for Approval process. Residents are reminded that a building permit is generally required by the town for projects of this nature and must wait for the Intent to Construct to be signed by the Board of Directors to submit to the town for a building permit to be issued, or to begin construction.
- 8) All construction, including buildings, additions, porches, sheds, decks, carports and stairs are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan to the Board of Directors for approval for any of the above structures, showing details of the structure and the location on the lot.
- 9) Pools and trampolines are strictly prohibited!!
- 10) Commercial signs are not allowed throughout the community.
- 11) Real estate For Sale signs are allowed on the inside of a home's window only. Size limit 2' x 2'.
- 12) Hot Tubs are allowed provided they are on enclosed porches or on attached decks with suitable and approved screening. Proper attire is expected at all times.
- 13) PODS, dumpsters, trailers or any storage container may not be kept on site for more than two (2) weeks and must be stored in the driveway. No placing of these items is allowed in the streets at any time. No food, kitchen or biological garbage is allowed to be stored in these containers at any time.

IV. SITES

- 1) Freestanding clotheslines are permitted behind homes or porches. Stringing lines between trees and/or the home is not permitted.
- 2) Rubbish removal is the resident's responsibility weekly, recyclables is bi-weekly. Rubbish is to be kept in designated supplied containers and as out of sight as possible. Containers may not be stored in the front of the house.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If this is neglected, the Corporation reserves the right to have the resident's lot or property cleaned and paid for at the homeowner's expense.
- 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 but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative and garden purposes or, where necessary, for safety reasons. Installed fencing may be no higher than four (4) feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences. White vinyl fencing will be the preferred material. Dog houses, kennels or dog runs are not 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 regulations apply.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required.

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. No major vehicle repair or fluid changing is to be performed in the community. Tire changes are permitted. The Board of Directors reserves the right to curtail any and all ongoing repairs being performed within the park that are brought to their attention by a written complaint form.
- 2) All vehicles must be parked in the parking spaces provided at each home site, not in the street or on grassed areas. Visitors may park in the street but not in front of other residents' areas. No boats, trailers, campers and/or utility trailers are to be parked and stored at the home parking

spaces. Fines of twenty-five dollars (\$25.00) per violation will be imposed. (See I. GENERAL RESPONSIBILITIES #6.) The area for parking and storing these are at the lot on Maid Marion Drive. There is no fee for using this lot.

- 3) Motorized trail/dirt bikes, snowmobiles, go-carts, and all-terrain vehicles are not to be used anywhere on SVHCC property.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) 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.
- 6) One Motorcycle **owned** by a Member will be permitted by written permission from the Board of Directors and must be renewed annually. Applicants will be required to prove that the noise level is under 75 decibels at 25 feet from exhaust side of motorcycle with engine running at 1000 RPMs. No un-muffled or modifications to the exhaust will be allowed unless used to quiet the motorcycle. The Board of Directors reserves the right to rescind the written permission for continuing speed or noise infractions during the period of time stated on the written permission. The permission will be granted to that Motorcycle and the Applicant for a specified time period, it is non-transferrable and does not pass with change of ownership. Motorcyclists visiting a resident **MUST** park their motorcycles in the Community Center parking lot and either walk or call for a ride. The resident host will be responsible for compliance or will be fined.
- 7) Overflow guest parking is available in the lot at the end of Maid Marion Drive. Extended storage of vehicles or recreational vehicles, boats or campers is available for residents only and with notification to the Management Company for purposes of emergency contact. No unregistered or unlicensed vehicles will be allowed. No heavy equipment or business equipment may be stored in the lot. SVHCC assumes no liability nor offers any expectation of security or monitoring of resident's personal property stored in the lot.

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) Pets
 - a. Residents are permitted to have two (2) dogs or cats of no more than 25 pounds each, two (2) aggregate per household, PROVIDED that 1) they are kept inside the mobile home; 2) all dogs and cats are either spayed, in the case of females or neutered, in the case of males; 3) must be kept on a leash at all times when outside your home; 4) must be licensed by the Town of Coventry; 5) and must be regularly immunized for rabies and communicable diseases.
Pets will not be left out of doors unattended at any time. SEE IV. SITES 6).
 - b. Those having dogs or cats must keep them under restraint and not allow them to run free AT ANY TIME. Complaints of excessive barking or disturbance, digging of lawns or disruptive behavior will subject resident to notice of corrective action or will be cause for permanent removal of pet.

- c. The following animals are strictly prohibited: Large/unusual or vicious animals; animals with a previous bite history or potentially fierce breeds of dogs such as, but not limited to, Doberman Pinchers, Chows, Rottweilers, American Staffordshire Terriers (Pitbulls) and Wolf Hybrids.
- 2) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of any and all farm and wild animals on any Corporation property is not allowed.
 - 3) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
 - 4) All Service dogs must comply with federal American Disability Act's designated laws, standards, training, licensing, etc. Service dogs without proper ADA certification are not allowed.

VII. REQUESTS FOR REASONABLE ACCOMMODATIONS

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for 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 lot fees to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation as allowable under RI state law. 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 lot fees for the unit in question, and these additional lot fees 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 be deemed illegal, it does not mean that these entire rules are illegal.

X. LIABILITY AND INDEMNITY

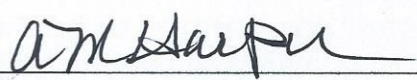
The Corporation shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The Corporation shall not be liable 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. Not 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 Corporation 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 Corporation, homeowners hereby release 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 Corporation under conditions of these rules and regulations or the laws of the State of Rhode Island.

_____SVHCC_____ Community Rules

Total 16 Pages – Approved on 11/9/2019

by the Membership

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

Attached: Addendum I 2018
Amendments 2019

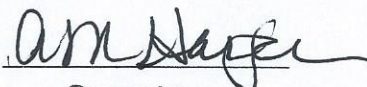
**ADDENDUM I OF COMMUNITY RULES
MAINTENANCE OF DRIVEWAYS AND LOTS AND
LIMITS OF SVHCC
RESPONSIBILITIES.**

1. SVHCC will not be responsible for the following conditions in regards to driveways: Ruts, depressions, root damage, rock damage, cracking, asphalt deterioration, sealing or repair and replacement of any paved surface of any driveway, except those considered common grounds or infrastructure repairs or replacement required to be done by SVHCC.
2. SVHCC will supply any gravel or top soil necessary to fill in or repair areas of members' driveways or lots/yards that, due to voids or depressions or holes, require additional material.
3. In the event that members cut or cause to be cut roots from trees that have negatively impacted a member's driveway and said tree is deemed to be dying or structurally weakened, SVHCC will monitor and lace the tree on its list of trees to be cut down at SVHCC's expense.
4. SVHCC will not be responsible for seeding of areas in members yards that have been repaired.
5. SVHCC will not be responsible for repaving or patching of any driveway surface in members yards.
6. SVHCC assumes no liability for personal injury in areas of driveways or lots that are deemed to be a member's responsibility.
7. Members are responsible for labor and materials other than gravel or topsoil to fill in naturally occurring voids or holes in matters pertaining to repair or replacement of driveways and yards. SVHCC assumes no responsibility for underground electrical lines servicing exterior lights or sheds. SVHCC does accept responsibility for electrical lines bringing power to the main breaker panel of homes except where damage was caused by the homeowner or someone doing work for the homeowner.

Approved by SVHCC Board of Directors 10/11/18

Approved by SVHCC Membership 11/17/18

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


Secretary

Approved on _____ Amended on 11/9/2019

Page 14 of 14

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AMENDMENTS 2019

Community Rules

Sherwood Valley Housing Cooperative Corporation, Inc.
A Resident Owned Community

The word “rent” has been replaced with “lot fee(s)” throughout the entire document.

Page 1. The third and fourth sentences in the Introduction now read: “Our community exists as an “older persons park” in accordance with and authorized by statute known as the “Housing for Older Persons Act of 1995” (HOPA), Public Law 104-76 with additional exclusion requiring all residents who reside in the Park to be 18 years of age or older. HOPA requires that at least 80% of the residents are 55 years of age or older.”

Page 2. Added to A: (1)(b) “No individual will be allowed to reside in any Member household who is not 18 years of age or older for a period longer than thirty (30) days per year, the year beginning on the date of their first day of visitation.”

Page 3. Inserted into last sentence of B.(2): “, as referenced in A.(1)(b) above,”

Page 6. Changed 2) to read: “20th” instead of “10th” day of the month.

Page 8. Added to 1): “Sheds are to be the same color or coordinating color with the house, shutters, skirting, trim..

Page 9. Added to 6): “Carports must be attached to the house.”

Page 9. Added to beginning of first sentence of 7): “All exterior construction or reconstruction requires”

Page 9. Added to beginning of first sentence of 8): “All construction, including buildings, additions, porches, sheds, decks, carports and stairs”

Page 9. Added: “(13) PODS, dumpsters, trailers or any storage container may not be kept on site for more than two (2) weeks and must be stored in the driveway. No placing of these items is allowed in the streets at any time. No food, kitchen or biological garbage is allowed to be stored in these containers at any time.”

Page 10. Added after last sentence of IV. SITES 6): “Dog houses, kennels or dog runs are not allowed.”

Page 11. Changed ending of second sentence of V. VEHICLES 6) to read: “25 feet from exhaust side of motorcycle with engine running at 1000 RPMs.”

Page 11. Added after last sentence of VI. ANIMALS: 1)a. “SEE IV. SITES 6).

Approved by SVHCC Board of Directors 10/24/2019

Approved by SVHCC Membership 11/9/2019

The foregoing is a true and accurate account, attested by, *C. M. Harper*

Secretary

Date: 11/9/2019