

Revised September 2014

**MOBILE HOME PARK LOT LEASE**  
**Riverbend Mobile Home Park**  
**South Royalton, Vermont**

This Lease is entered into between [REDACTED] (hereinafter referred to as "Resident") and **Twin Pines Housing Trust** (hereinafter referred to as "Park Owner"), and is effective this 29<sup>th</sup> day of December of the year 2022.

Park Owner's address is: Twin Pines Housing Trust  
226 Holiday Drive, Suite 20  
White River Junction, VT 05001  
(802) 291-7000

In consideration of RESIDENT's payment of rent and agreement to and compliance with the other provisions set forth in this Lease, PARK OWNER hereby leases to RESIDENT the Lot located at lot number 07 (hereinafter referred to as the "Lot") in the Riverbend Mobile Home Park ("Park") in South Royalton, Vermont. This lease agreement is solely for the following mobile home:

Model: [REDACTED]  
Serial No.: [REDACTED]  
Size: [REDACTED]  
Year: [REDACTED]  
Color: [REDACTED]

This lease permits occupancy only by the Resident and the following additional persons:

\_\_\_\_\_  
\_\_\_\_\_

Additional occupants, including boarders, may reside in the mobile home with the written consent of the Park Owner, which consent shall not be unreasonably withheld. Guests shall be permitted, provided that the Resident notifies the Park Owner in writing of the names and lengths of visits of any guests staying longer than thirty days. In no event are guests permitted to stay more than sixty days each year.

**1. MOBILE HOME HOUSING SUBSIDY COVENANT**

This Lease is subject to a Mobile Home Housing Subsidy Covenant ("MHHS Covenant") entered into between RESIDENT and PARK OWNER this date or a nearly even date, a copy of which is attached hereto and incorporated into this Lease by reference. To the extent any provision of this Lease is inconsistent with any provision of the MHHS Covenant, the MHHS Covenant shall control. **RESIDENT ACKNOWLEDGES THAT THE MHHS COVENANT PLACES LIMITS ON RESIDENT'S RIGHT TO SELL THE MOBILE HOME.**

## 2. TERM OF LEASE

This agreement shall continue for one year from the effective date, as long as RESIDENT and PARK OWNER both abide by the conditions listed below.

## 3. LOT RENT AND OTHER CHARGES

- a. Resident shall pay Park Owner lot rent in the amount of [REDACTED] per month, beginning on [REDACTED] (rental effective date). Unless other arrangements have been made in writing, lot rent is due and payable without notice on the first day of each month, and must be paid no later than the fifth of each month.
- b. Lot rent payments are to be made in person at PARK OWNER's address or by check mailed to PARK OWNER. Cash payment is not accepted by PARK OWNER.
- c. Additional charges may be levied only as specified and provided for in this lease, or in the Park Rules and Regulations. Except for emergency situations, RESIDENT shall be given thirty (30) days written notice of PARK OWNER's intent to perform services for which an additional charge will be made. Additional charges are due in full no later than thirty days from the Resident's receipt of a written invoice from the PARK OWNER.
- d. Except as otherwise provided by law, the rental amount shall remain in effect for a period of not less than one year from the rental effective date.
- e. A security deposit of one month's lot rent in the amount of Two Hundred Fifty Dollars (\$250.00) shall be paid by RESIDENT at the beginning of this Lease Agreement. PARK OWNER shall refund the full security deposit within 14 days from the date RESIDENT removes the mobile home from the Park and terminates this Lease, delivers a copy of an executed bill of sale transferring ownership of the mobile home to a new RESIDENT who has entered a Lease with PARK OWNER, or to PARK OWNER, or the date the mobile home is removed by court order, or a date contained in a notice of termination according to paragraph 13 of this lease, or a date agreed to by RESIDENT and PARK OWNER.

PARK OWNER may retain all or a portion of the security deposit only for the following reasons (which must be provided to RESIDENT in written form itemizing any such deductions): 1) non-payment of rent; 2) damage to the Lot, unless it is the result of normal wear and tear; 3) non-payment of utility or other charges that are normally paid to the PARK OWNER; and/or 4) expenses for removal from the lot of any property abandoned by RESIDENT.

## 4. SUBLETTING

RESIDENT shall not rent the mobile home or sublet the mobile home or lot without the written consent of the PARK OWNER, which consent shall not be unreasonably withheld, provided the sub lessee is a Low Income Household as defined in the MHHS Covenant. As the Park is operated to provide primary residences for families, subletting is discouraged and will be limited

in duration. Any subletting or assignment of this Lease, without the prior written consent of PARK OWNER, will immediately terminate this Lease and subject RESIDENT to eviction.

## **5. NONDISCRIMINATION**

The PARK OWNER or Agent shall not discriminate against any Resident or Prospective Resident on the basis of a person's race, religious creed, color, sex, sexual orientation, gender identity, age, marital status, disability national origin, or because a person intends to occupy with minor children, or is a recipient of public assistance.

## **6. USE OF HOME**

The mobile home shall be primarily used for private residential purposes. However, the RESIDENT may use a minor portion of the home for an occupation which is customary in residential areas, which use is clearly secondary to the use of the home for living purposes, and which does not change the character thereof or affect the operation of the park for health, safety or aesthetic reasons. The use must be in compliance with law, including all appropriate ordinances, rules and regulations of any appropriate governmental authority.

## **7. INSTALLATION AND MAINTENANCE OF HOME AND LOT**

a. All homes must be skirted with a skirting material approved by PARK OWNER and remain skirted at all times, except as may be necessary to dissipate moisture. The skirting must be kept in good repair and painted as necessary. If skirting is removed for any authorized reason and not replaced within two weeks, PARK OWNER, on thirty (30) days notice may replace the skirting and RESIDENT will be billed for such services. Such charges are due within ten (10) days after presentment of the bill by PARK OWNER to RESIDENT.

b. RESIDENT shall keep the premises neat, clean, in good order and repair, and use them in such a manner as not to be detrimental to any other resident or to the operation of the Park for health, safety, or aesthetic reasons. RESIDENT must keep the Lot clean, lawns cut, high grass trimmed around the home, and leaves removed. If the lot is not kept in good condition, PARK OWNER on thirty (30) days notice may clean up the lot and RESIDENT will be billed for such services. Such charges are due within ten (10) days after presentment of the bill by PARK OWNER to RESIDENT.

c. Resident is responsible for maintenance of the utilities from the point of connection with the Park's distribution or collection system. All connections for electricity, sewer, and water must meet the approval of the PARK OWNER. Connections must be made in such a manner as to prevent freeze-ups. PARK OWNER will not be responsible for any damage to facilities resulting from freeze-ups caused by RESIDENT. Plumbing must be kept in good repair and plumbing leaks must be repaired or replaced immediately. All exposed water lines must be properly insulated and/or have operative heat tapes to prevent freezing from ground exit forward. Running water shall not be used to prevent freezing. The electrical outlet for said heat tape will be located such that an extension cord is not required to connect the cable to the outlet. PARK OWNER may, upon three (3) days notice, inspect plumbing to ensure compliance.

d. RESIDENT will not dispose of disposable diapers, paper towels, feminine sanitary products, grease and the like down the toilet or sink drains. Any sewer problems caused by these items will be billed to RESIDENT. Such charges are due within ten (10) days after presentment of the bill by PARK OWNER to RESIDENT.

e. Fences may be erected only with prior written approval of PARK OWNER.

f. Installation of oil or gas tanks must be approved by PARK OWNER. Tanks, lines, and fittings shall be properly maintained in such manner as to prevent leaks.

g. Except for repairs to existing structures, all construction of separate structures or additions to mobile homes, not including awnings, must be approved by the PARK OWNER before work is started. Any such improvement or addition must be in compliance with all applicable local ordinances, rules and regulations, which may include obtaining required permits. RESIDENT must obtain prior written approval from PARK OWNER to make any additions, alterations, or changes to the LOT. All trees and shrubbery and improvements attached to the land shall remain the property of the PARK OWNER when the RESIDENT vacates the Park, except that improvements affixed to the mobile home may be sold with the home.

h. Except in connection with flower or vegetable gardens, RESIDENT will not dig on the Lot without prior written consent of PARK OWNER or verification by authorities of the location of underground infrastructure systems (electrical, sewer, water, telephone, cable). Any damage done to an underground utility by RESIDENT shall be repaired at RESIDENT's expense. Such charge is due within ten (10) days after presentment of the bill by PARK OWNER to RESIDENT.

## **8. RESPONSIBILITIES OF THE RESIDENT**

a. The RESIDENT is required to respect the privacy and lot lines of other residents of the Park. RESIDENT, resident's household members and guests shall not conduct themselves in a way that unreasonably disturbs other residents, and shall refrain from illegal activities. RESIDENT shall be responsible for the activities and behavior of persons residing with RESIDENT and guests of RESIDENT.

b. RESIDENT shall not use or occupy his/her mobile home in such a way as to cause any lot to fail to comply with the terms of this Lease Agreement or State or local laws and ordinances. The Resident, members of the household, guests and invitees shall not deliberately or negligently destroy, deface, damage, alter or remove any fixture, mechanical or utility system, or furnishing.

c. RESIDENT shall be responsible for the expense of connecting and disconnecting all utility services to RESIDENT's home. All such work shall be done by licensed or qualified personnel, approved by the PARK OWNER. The RESIDENT is not responsible for the expense of connecting or disconnection of any utility services done in

conjunction with construction work to bring the Park's infrastructure up to code.

- d. **RESIDENT shall be responsible for all utility charges, including installation fees, as well as sewer charges and rubbish removal.**
- e. **RESIDENT shall be responsible for the expense of maintaining the plumbing, electrical, and other utility service within the home, and from the point at which the service surfaces under the mobile home or connects to the mobile home from a service point. Resident is responsible for ensuring proper connection of the electric service to the home. Resident is responsible for ensuring that the mobile home is properly connected to the park's sewer.**
- f. **RESIDENT shall be responsible for the extermination, in or under the home, of any infestations of insects, rodents, vermin, or other pests inherently dangerous or obnoxious to the health of other residents. Upon failure of RESIDENT to remove an infestation, PARK OWNER shall have the right to enter upon the premises, at reasonable times given the circumstances, to exterminate any type of infestation which in PARK OWNER's determination is a threat to the health and welfare of other residents of the Park. RESIDENT will be billed for extermination. Such charges are due within ten (10) days after presentment of the bill by PARK OWNER to RESIDENT. Any extermination shall be done only in a manner that does not threaten the health or safety of the residents of the mobile home or other residents of the Park.**
- g. **RESIDENT is responsible for maintenance of the Lot, including but not limited to the maintenance of the lawn and driveway, including snow removal from driveway and parking areas.**
- h. **RESIDENT is responsible for any damage caused by failing to control water leaks within the mobile home or disposing of anything other than normal domestic water into the sewage system that may cause blockages, surfacing or backup.**
- i. **Household waste that is placed outside the mobile home shall be stored in watertight, and to the extent possible animal-proof, receptacles of metal or other durable materials with tight fitting covers. No household waste shall be stored or accumulated under or around the mobile home or in any structure.**
- j. **Upon the termination of the Lease, the RESIDENT will leave said premises in as good a state of condition as they were at the beginning of the Lease, reasonable use and wear thereof and damage by the elements excepted.**
- k. **RESIDENT agrees to provide household income information in such form and at such times as may be deemed necessary by the Vermont Housing and Conservation Board and the Department of Housing and Community Affairs, USDA Rural Development or other potential lender, or as required by the HUD Home Program.**

1. RESIDENT shall pay all property taxes assessed on the mobile home and other structures on the Lot by any governmental entity.

**9. RESPONSIBILITIES OF PARK OWNER**

- a. PARK OWNER is responsible for maintenance of the electrical service and equipment located outside the mobile home from the service entrance of the mobile home park to and including the disconnect and 'feeder line'.
- b. PARK OWNER is responsible for the maintenance of water lines to the point at which the lines surface from the ground under the mobile home.
- c. PARK OWNER is responsible for maintaining the sewage disposal system to the point where it surfaces from the ground to service the mobile home.
- d. PARK OWNER shall provide rubbish removal services of frequency and/or capacity to keep collection areas free from rats, and reasonably free from insects, vermin and other pests. PARK OWNER shall not interfere with appropriate removal of rubbish by the RESIDENT.
- e. PARK OWNER shall maintain the common area structures, trash areas, and abandoned mobile homes free from rats and reasonably free from all insects, vermin and other pests.
- f. PARK OWNER will ensure that the common areas and facilities are maintained in a manner which ensures that the Resident can utilize them for the intended purposes without adversely affecting their health or safety.
- g. PARK OWNER will maintain Park roads, including snow removal of Park roads.

**10. ACCESS**

a. The Park Owner may enter the mobile home lot with the Resident's consent, which shall not be unreasonably withheld, under the following conditions: 1) between the hours of 7:00 AM and 7:00 PM on no less than 12-hours' notice:

- i. when necessary to inspect the Lot;
- ii. to make necessary or agreed repairs, alterations or improvements;
- iii. to supply agreed upon services; or
- iv. to exhibit the lot to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

b. The Park Owner may enter the rented lot without notice or permission, if, in the course of performing repairs the Owner discovers that it is necessary to enter the lot to complete the repairs, provided that the Park Owner could not have reasonably foreseen the need to enter the lot at the time the repairs began. However, the Park Owner must first attempt to reach the Resident by telephone or in person at the mobile home before entering the lot.



c. The Park Owner may enter the mobile home without notice to, or permission from, the Resident upon a reasonable belief that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services.

#### **11. SALE, TRANSFER, AND/OR REMOVAL OF HOMES LOCATED IN PARK**

Provisions pertaining to this section are included in the MHHS COVENANT, which is made a part of this Lease.

#### **12. MODIFICATIONS OF THIS LEASE**

A copy of any new lease, lease amendment, addition to, or deletion from the lease or park rules superseding or supplementing the terms stated herein, will be furnished to the Resident at least thirty (30) days prior to the effective date of the changed or new lease or rule. If Resident objects to any modification of the lease, Resident shall notify Park Owner in writing by the proposed effective date of the change, or within 30 days of receiving written notice of the modification.

If the proposed change involves an increase in rent or utility charges, notice must be given 60 days prior to the increase. Notice of lot rent increases will be given according to 10 V.S.A. § 6251.

#### **13. TERMINATION OF THIS LEASE BY RESIDENT**

RESIDENT may terminate this Lease by giving PARK OWNER at least thirty (30) days notice in writing stating RESIDENT's intention to terminate the Lease and vacate the premises.

#### **14. TERMINATION OF THIS LEASE BY PARK OWNER**

PARK OWNER may terminate this Lease for nonpayment of rent or other authorized charges, for a substantial violation of the Lease terms or rules and regulations promulgated thereunder (which includes but is not limited to RESIDENT's providing false information in his/her original Park application), or if PARK OWNER is closing all or part of the mobile home park requiring removal of RESIDENT's mobile home.

The Park Owner must provide the Resident with written notice of the reason for an intended eviction. The notice must be sent by registered or certified mail. If back rent is owed, the notice must also state that the Resident has 20 days to pay the past due rent.

The Park Owner shall go through the court process to evict a Resident. The Park Owner may not move a Resident's mobile home without Resident's permission or a written court order. Park Owner also may not interrupt utility services in any way to try to force a Resident to leave the park.

In the event of the closure of all or part of the park that affects the Resident, the Park Owner shall notify the Resident and the Commissioner of Housing and Community Development by certified mail at least eighteen (18) months prior to the planned closure date. Unless Park

**Owner has no plans to sell the property within five years, Park Owner will give each owner of a mobile home in the park a Notification to Department of Housing & Community Development of Intent to Sell pursuant to 10 V.S.A. Section 6242 before giving any closure notice.**

## **15. ABANDONMENT**

a. A mobile home will be considered abandoned if all of the following conditions exist:

- 1) A reasonable person would believe that the mobile home is not occupied as a residence;
- 2) The rent for the lot is at least 30 days delinquent; and
- 3) The Park Owner has attempted to contact the Resident at the Resident's home, last known place of employment and last known mailing address without success.

b. Abandonment of the mobile home is a substantial violation of the Lease terms and may result in immediate eviction proceedings.

c. The Park Owner may sell the abandoned mobile home in accordance with applicable State laws.

## **16. FURTHER CONDITIONS AND AGREEMENTS**

This Lease and the MHHS Covenant contain the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease. This Lease cannot be changed or supplemented orally. In the event that more than one person shall be or become Resident hereunder, then the obligations of Resident hereunder, shall be deemed to be the joint and several obligation of each such person.

RESIDENT acknowledges that all lots are subject to the provisions of the MHHS Covenant and as such the MHHS Covenant is made a part of the Lease.

At any time upon request, Park Owner will provide a copy of this lease to Resident.

This Lease will remain in effect unless modified or terminated as provided for elsewhere in this Lease.

## **17. PARK RULES**

The Park Rules are attached hereto as Appendix A, and they, and any future amendments thereto, are expressly made a part of the Lease Agreement, and Resident agrees to abide by such Park Rules.



**18. NOTICE**

Unless required otherwise by law, any notice required to be given to any party hereto shall be sufficient if mailed and addressed as follows:

To PARK OWNER: Twin Pines Housing Trust  
226 Holiday Drive, Suite 20  
White River Junction, VT 05001

To RESIDENT: Elsie Maynard  
PO Box 715  
South Royalton, Vermont 05068

Signed and Accepted:

TWIN PINES HOUSING TRUST

Date: [REDACTED] [REDACTED]  
Park Owner/Agent

PARK RESIDENT(S):

Date: [REDACTED] [REDACTED]  
Park Resident

Date: \_\_\_\_\_  
Park Resident

5525

**Addendum to Lease  
Riverbend Park  
Security Deposit**

Lessee(s), [REDACTED] hereby agree to pay the sum of [REDACTED] as a security deposit for the faithful performance of their obligations under the Lease and Mobile Home Housing Subsidy Covenant in accordance with rules and regulations promulgated by the Department of Housing & Community Affairs of the State of Vermont. This security deposit, in accordance with those rules and regulations, may be retained solely for the following:

- a) Nonpayment of rent;
- b) Damage to the mobile home park owner's property as a result of the act or failure to act of the resident(s), except ordinary wear and tear;
- c) Expenses incurred to remove any articles abandoned by the resident(s).

In accordance with those rules and regulations, the park owner shall, by hand delivery or first class mail to the last known address of the resident, and within 14 days of the termination or expiration of the resident's tenancy, return the security deposit, including any interest accrued as required by the lease or local ordinance, to the resident less deductions, if any, along with an itemization of deductions. Failure to do so within 14 days shall result in a forfeiture of the mobile home park owner's right to retain any portion of the security deposit. Willful failure to do so within 14 days shall result in liability of the mobile home park owner for double the amount withheld, plus reasonable attorneys' fees and costs.

[REDACTED]  
\_\_\_\_\_  
Tenants Signature

[REDACTED]  
\_\_\_\_\_  
Date

[REDACTED]  
\_\_\_\_\_  
TPHT Staff Signature

[REDACTED]  
\_\_\_\_\_  
Date

(

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**MOBILE HOME HOUSING SUBSIDY COVENANT**  
**Riverbend Park**  
**South Royalton, Vermont**

KNOW ALL PERSONS, BY THESE PRESENTS that [REDACTED] (hereinafter "LESSEE") of South Royalton, Vermont, for good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with the provisions of 27 V.S.A. '610, does hereby subject a certain leasehold interest and mobile home to the covenants and restrictions set forth herein and does hereby grant to TWIN PINES HOUSING TRUST, a Vermont non-profit corporation having a place of business in White River Junction, Vermont (hereinafter "TPHT"), the rights and benefits of said covenants and restrictions as are set forth below.

**I. PROPERTY DESCRIPTION**

The property to which this Mobile Home Housing Subsidy Covenant applies is the following described mobile home owned by the LESSEE:

Model:  
Serial No.:  
Size:  
Year:  
Color:

[REDACTED]

Together with LESSEE's leasehold interest in and to Lot # 07 of the Riverbend Park ("Park") in South Royalton, Vermont, as set forth in the Lot Lease Agreement entered into between LESSEE and TPHT.

**II. RESTRICTIONS ON LESSEE'S USE OF THE PROPERTY**

- A) The mobile home hereinabove described shall be used for private residential purposes. With prior written approval from TPHT, LESSEE may use a minor portion of the home for an occupation which is customary in residential areas, which use is clearly secondary to the use of the home for living purposes and does not change the character thereof or affect the operation of the Riverbend Park for health, safety or aesthetic reasons. Said use must be in compliance with the law, including all appropriate ordinances, rules, and regulations of any appropriate governmental authority.
- B) LESSEE may not let or sublet the mobile home, except with the express written consent of TPHT which consent may not be unreasonably withheld provided that the lessee or sublessee is a Low Income Household as defined herein, and the duration of the sublease is in accordance with paragraph 4.d. of the lease between the parties.

**III. RESTRICTIONS ON RESALE**

- A) **DEFINITIONS:** As used herein, the following terms shall have the following meanings:

"Household Income" shall mean annual income as defined by HUD pursuant to Title 24 '813.106 of the Code of Federal (United States Department of Housing and Urban Development) Regulations.

"Low Income Household" shall mean a person or group of persons whose Household Income is less than or equal to 80% of the Median Income, adjusted for family size.

"Median Income" shall mean the median income for (i) Windsor County, Vermont, or (ii) the State of Vermont Nonmetro, whichever is greater, as determined from time to time and published in the Federal Register by HUD, adjusted for family size.

“Fair Market Value” shall mean the fair market value of a mobile home located within the Riverbend Park determined by an appraisal performed by a qualified appraiser within sixty (60) days of the relevant date for determination of such value.

“Original Value” shall mean: (i) with respect to this mobile home now located in Riverbend Park § which is the current Fair Market Value as of the date of this covenant; (ii) with respect to new mobile homes brought into the Park in the future (to either replace an existing home or occupy a vacant lot), the documented cost of the home plus the documented cost of transporting and installing the home at the Park; and (iii) with respect to used mobile homes brought into the Park in the future (to either replace an existing home or occupy a vacant lot), the retail value of the home if it were located on a dealer’s lot at that time plus the documented cost of transporting and installing the home at the Park.

In the event LESSEE desires to make substantial improvements to the home, then and in that event LESSEE may request of TPHT that the value of such improvements at the time of resale as determined by a qualified appraiser (see III.D.) of said improvements be added to the Original Value of the home. TPHT shall have sole discretion as to whether to allow all or a portion of said costs to be added to the Original Value except that TPHT may not unreasonably withhold its consent provided that the resulting increase in value shall not render the home unaffordable to Low Income Households.

“Lessee’s Share of Appreciation” shall mean an amount equal to fifty percent (50%) of : (i) with respect to homes located at the Park on the date this Covenant is executed by the Park Owner, any appreciation in the Fair Market Value of the home between such date and the date of Lessee’s notice of intent to sell the home; or (ii) with respect to homes brought onto the Property in the future, any appreciation in the Fair Market Value of the home between the date the Lessee brought the home into the Park and the date of Lessee’s notice of intent to sell the home.

- B) GRANT OF OPTION: LESSEE hereby grants to TPHT an Option to Purchase the mobile home and improvements, such that if LESSEE at any time intends to transfer to anyone other than a family member whose Household Income is less than or equal to 80% of area median income adjusted for family size, sell or otherwise dispose of its interest in said mobile home, LESSEE shall provide TPHT, its successor or assigns, with written notice of their intention to sell. TPHT shall have a period of not less than ninety (90) days to either exercise the option to purchase the home or obtain from a Low Income Household a binding agreement to purchase the home from LESSEE, in either case to close within a reasonable time thereafter. In certain cases, the transfer of the mobile home and improvements to a household earning up to 100% area median income may be permitted.
- C) OPTION PRICE: The Option Price for the home shall be the lesser of:
- 1) Fair Market Value at the time of the LESSEE’s notice of intent to sell; or
  - 2) An amount equal to the Original Value of the home, plus LESSEE’s Share of Appreciation.

TPHT’s Option Price shall be increased by the cost of LESSEE’s appraisal obtained in accordance with Section D (1) below, provided the cost of said appraisal does not exceed the amount generally charged by qualified local appraisers for appraisals of mobile homes. Fair Market Value at the time of the notice of intent to sell shall be determined as set forth in subparagraph D below.

- D) PROCEDURES FOR DETERMINING FAIR MARKET VALUE:
- 1) In the event LESSEE desires to sell his home, LESSEE shall obtain, at his expense, an appraisal of the mobile home, with improvements, from an appraiser who is qualified to appraise mobile homes. Upon completion of the appraisal, LESSEE shall provide TPHT a written report of appraisal.
  - 2) TPHT shall have five working days to accept the fair market value contained in the report, agree upon a lesser fair market value with LESSEE, or notify LESSEE of TPHT’s intent to obtain another appraisal at TPHT’s expense. If TPHT decides to obtain another appraisal, the term of



TPHT's Option to Purchase shall be extended by a period equal to the period between the date that TPHT notifies LESSEE of TPHT's intent to obtain another appraisal and the date on which TPHT delivers to LESSEE a written report of such appraisal.

- 3) If the fair market values contained in LESSEE's and TPHT's appraisals differ, the fair market value of the mobile home and improvements shall be the average of the two values.

**E) PROCEDURES IN THE EVENT TPHT DOES NOT EXERCISE ITS OPTION:**

Upon the expiration of the option period as set forth above, if TPHT has not exercised its option to purchase or obtained from a Low or Median Income Household a binding agreement to purchase said mobile home, LESSEE shall be free to sell said mobile home, but only to a Low or Median Income Household and only at a sales price which does not exceed TPHT's option price. LESSEE acknowledges that his leasehold interest is not assignable and that any buyer who wishes to purchase the mobile home must either remove it from the lot or execute a new lot lease and covenant with TPHT.

**IV. DURATION**

The terms and conditions of this Covenant shall terminate upon any one of the following:

- A) A sale of the mobile home to TPHT or to another Low or Median Income Household who has executed with TPHT a new lot lease and Mobile Home Housing Subsidy Covenant; or
- B) Upon removal of the mobile home provided that LESSEE has followed all procedures for the removal of homes as set forth in the lot lease, and provided further that LESSEE does not continue to lease the lot following said removal, or provided that LESSEE replaces the mobile home with a different home and executes a new Mobile Home Housing Subsidy Covenant as to the said new home.

**V. NOTICE**

All notice, demands, or other writings required to be given to the parties hereto pursuant to this Option to Purchase shall be sufficient if mailed by certified mail, return receipt requested, and addressed as follows:

LESSOR: Twin Pines Housing Trust  
226 Holiday Drive, Suite 20  
White River Junction, VT 05001

LESSEE: [REDACTED]

Each party hereby agrees to notify the other of any changes in their address.

**VI. MISCELLANEOUS PROVISIONS**

- A) This instrument shall be recorded in the Land Records of the Town of South Royalton. Any amendment to or termination of this instrument shall be executed and acknowledged by all parties hereto, or their heirs, successors and assigns, and recorded with the Land Records of the Town of South Royalton.
- B) LESSEE's obligations under this Mobile Home Housing Subsidy Covenant and under an accompanying Lot Lease Agreement are secured by UCC financing statements covering the mobile home in question.
- C) This instrument shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective heirs, successors and assigns.



## **TWIN PINES HOUSING TRUST**

### **Park Rules – Riverbend Mobile Home Park**

#### **ATTACHED AS APPENDIX A TO THE LEASE BETWEEN TPHT AND RESIDENTS**

#### **I. NOISE**

- A. Quiet hours are from 10:00 P.M. to 8:00 A.M., Monday through Friday and 11:00 P.M. to 9:00 A.M. on Saturdays and Sundays.**
- B. The noise level during quiet hours should be such that the only audible sound outside of a person's residence is at a conversational level. Anything above a conversational level is a violation.**
- C. Any tenant bothered by noise should ask politely whoever is making the noise to be more quiet. If this is an inappropriate action for the situation, the resident bothered should speak with the offender as soon as possible.**

#### **II. RESIDENTS**

**Residents are those people who are provided for by the lease with TPHT. Guests who wish to become legal residents must apply for resident status with the TPHT Management Office and must be approved in writing by the TPHT Management Office.**

#### **III. GUESTS**

- A. Guests are defined as anyone who is on the property with a resident, but not provided for under the lease with TPHT.**
- B. If guests plan to stay more than 5 days, the TPHT Management Office must be notified. It is up to the discretion of the TPHT Management Office to accept or to decline a request for guests to stay longer than 5 days.**
- C. All residents are solely responsible for the behavior of and the damages caused by their guests.**
- D. Guests should respect the parking needs of all residents at Riverbend Mobile Home Park. Guests may only park on the lot of the resident they are visiting.**

#### **IV. MINORS (PERSONS UNDER EIGHTEEN YEARS OF AGE)**

- A. Minors who are not residents or guests of residents may not be on park property. Residents should ask such minors to leave the property immediately.**
- B. Minors who are residents or the guests of residents must comply with park rules.**

- C. The behavior of minors is the responsibility of the adult resident of the lot on which they reside or of which they are guests.
- D. Resident or guest minors may not be loitering, playing or otherwise hanging out on park property after 10:00 P.M. unless an adult resident is in their company.

#### **V. PETS**

- 0. Only common household pets are allowed. These include domestic dogs and cats, caged domestic birds, guinea pigs, gerbils, hamsters, rabbits and fish. Pets, other than dogs and cats, shall have suitable housing, *e.g.*, cages or aquariums. A fish tank may not be larger than 10 gallons.
  - 1. There shall be no more than a total of two cats or dogs or caged mammals per household. The number of birds and fish is to be kept to a reasonable number ensuring no disturbances to neighbors.
  - 2. All dogs and cats over the age of six months must be spayed or neutered. If health problems prevent spaying or neutering, a veterinarian's certificate will be necessary and exceptions will be at the Management's discretion.
  - 3. Residents may not harbor or feed stray animals.
  - 4. Pet owners shall care properly for their pets: good nutrition, grooming, exercise, flea control, appropriate care arrangements when the owner is away, routine veterinary care and yearly inoculations.
  - 5. Pet owners shall clean up their pets' messes immediately after they occur. This includes cleaning the grounds of solid waste and disposing of it properly.
  - 6. Pet owners shall change kitty litter material regularly, and dispose of waste material and used kitty litter by wrapping and bagging in an air-tight plastic bag. Litter must never be disposed of in the toilet or any other plumbing fixture.
  - 7. No pet may be left alone without proper care for more than 24 hours, except that dogs may be left alone for no more than 12 hours. At no time may pets be tied outside or left unattended outside.
  - 8. Pet owners must make every effort to prevent pets from making noise that disturbs the peace or causes a public nuisance in any way.
  - 9. Visitors with pets must conform to this pet policy.
- 10. If the health or safety of a pet is threatened by incapacity or death of the owner, Management will contact any caretakers designated by the pet owner. If no caretaker has been designated or if the caretaker cannot be located or is unable or unwilling to assume responsibility for the pet, Management may enter the unit to remove the pet. Management may contact the local humane society or animal control facility for assistance in providing

alternate arrangements for care. Any additional expense associated with removal of the pet shall be the responsibility of the pet owner.

## **VI. VEHICLES/RECREATION EQUIPMENT**

- A. Availability of parking is limited. Each lot unit is limited to two vehicles, and therefore, two parking spaces. Request for an exception must be made directly to the Management Office and must be received in writing.**
- B. No one is to park in such a way that others are unable to enter or exit a parking space. This applies to both residents and guests.**
- C. Only registered and currently inspected vehicles are allowed. Parts cars and other unregistered vehicles are not allowed.**
- D. Off road vehicles (ATVs, snowmobiles, etc.) must be orderly, and may not be driven on park property.**
- E. Large recreation equipment such as boats and canoes may only be stored on the lot leased by the resident owner.**
- F. All recreation equipment (boats, bicycles, ATVs, snowmobiles, etc.) stored on park property must be in good condition and usable.**
- G. Residents and guests are required to exercise safe and cautious driving practices. Reckless driving of any vehicle on the property or street will constitute a serious violation of park rules.**
- H. Bicycles are to be ridden on the sides of the road only.**

## **VII. ILLEGAL ACTIVITIES**

**Illegal activities on the property constitute a serious violation of park rules. All illegal activities are prohibited, such as: drug possession and sale, possession of stolen property, failure to comply with court orders.**

## **VIII. MAINTENANCE OBLIGATIONS**

### **A. Yard**

- 1. No rubbish may be stored outside each trailer, regardless of size.**
- 2. Neighbors' yards and possessions are to be respected.**
- 3. Personal possessions may not remain on common green space.**
- 4. Snow removal will be done up to the driveway.**

## **IX. SHEDS**

**A. Sheds are allowed on the property. Each shed must meet the following standards:**

- 1. Sheds must be neat.**
- 2. Must stay within the lot line.**
- 3. Must be a stable structure.**
- 4. Proposals for new sheds, including picture, must be provided to park for approval.**

**X. PLAY AREA/COMMON SPACE**

**The play area/common space is for the enjoyment of all park residents. Because there are homes surrounding the area, residents using the space must be considerate of their neighbors.**

**XI. WATER USE**

**Water use will be billed by TPHT to residents in an equal amount irrespective of actual usage. To reduce the overall cost of water for all residents, residents must take care in their water usage and take reasonable water conservation measures. Residents must ensure that the appliances, faucets and toilets in the home are free from leaks. Residents are responsible for keeping all water pipes beneath the home protected so as to reasonably prevent their freezing. Management may enter and inspect a home, with adequate notice as required by the lease, if Management suspects that there may be a leak in the home.**

**TPHT strongly encourages residents to use low flow toilets, front-loading washing machines, low flow showerheads, aerating faucets, and other water-saving devices. TPHT reserves the right to restrict the outdoor use of water. No washing of motor vehicles is permitted in the Park. No outdoor pools of any size are permitted.**

**XII. SEWER**

**Sewer bills will be based on the water usage as shown on the water meter for each lot.**

**REVISED BY TPHT, DATED 12-29-22**