

Park Rules

Tamworth Pines Cooperative, Inc.

A Resident-Owned
Manufactured Housing Park



Park Rules – Approved April 24, 2021

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 governance to accomplish this goal. The rules and regulations of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe, tranquil environment in which to live. The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large. As a Cooperative, this park is run by volunteers. Neither Board members nor any other person in the park receives compensation for the work they do here. We need and appreciate all volunteering for such necessary tasks as park beautification, committees, monitoring the water system, or any bright ideas you might bring with you that benefit the park as a whole.

The Board of Directors

IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING 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:
 - a) All underground utilities
 - b) Snowplowing of roads
 - c) Maintenance of roads and common areas
 - d) Problem trees (Defined as sick, damaged or in distress) is determined by the sole discretion of the Board of Directors
 - e) Dumpster service
 - f) Maintenance of the lamp post/fixture
- 2) The homeowner is responsible for:
 - a) Hooking up to utilities and maintaining connections
 - b) Upkeep of their lot
 - c) Obeying rules and regulations
 - d) Payment of lot rent on time
 - e) Volunteering when his/her services would benefit the park
 - f) Staying informed of park news, activities, and rules by reading the monthly newsletter, notices posted near the mailboxes or dumpsters, and the private Facebook page.
 - g) Prominently displaying the street number on the front of the home and on the light post to aid emergency and delivery vehicles (enhanced 911).
 - h) Post light must be on from dusk until dawn for safety purposes.
 - i) All state or local taxes on the home are the responsibility of the homeowner. A home may not be removed unless all taxes are paid.
- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lots. Homeowners are strongly urged to carry homeowners' insurance.
- 4) THE SPEED LIMIT IN THE PARK IS TEN (10) MPH.
- 5) Discharge of firearms, BB guns, hunting archery equipment, and any other dangerous weapon is strictly not allowed. This is a safety issue!

II. OCCUPANCY

- 1) All housing units are to be owner occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's Bylaws. Four is the maximum number of adults (18 years old or older) allowed per house because of septic capacity.

- 2) All adults need to pass a background check (criminal background check) to reside in the park, including all returning residents. All adults need pre-approval of the Board of Directors to reside in the park.
- 3) Notify the Board of ALL changes of the occupancy of the home. All adults residing in the park need to sign an Occupancy Agreement and they need to be kept current.
- 4) When adding an occupant to their home homeowners are to notify the Board of Directors, all adults need pre-approval of the Board of Directors. The would-be new occupant needs to meet with the Board of Directors, pass a background check, and sign an Occupancy Agreement.
- 5) Lot rent is due on the first of each month. If it hasn't been received by the 10th, a \$25.00 late fee will be charged to the owner's account. The owner will also receive a "Friendly Reminder" letter. If the treasurer has not heard from the owner to make payment arrangements within two days of receiving the "Friendly Reminder" letter, a "Demand for Rent" letter will be given to the owner.

If the owner doesn't respond to the "Demand for Rent" by the 31st day, a "Notice to Quit" will be given to the owner. In addition to the past due rent and late fees owed, the owner will also be assessed a \$15.00 liquidation fee in accordance with RSA 540:9. On the same day the "Notice to Quit" is given, the owner will also receive a "Notice of Intention to Expel from the Membership."

The owner will have 30 days to respond to the "Notice to Quit." If the owner does not respond, the eviction process will start.

Any legal fees and court costs incurred for the eviction will be added to the amount due from the owner.

As of December 2010, monthly rent will be determined by the membership at every annual meeting.

Please be sure to make the check/money order out to Tamworth Pines Cooperative. Mail it to 1701 White Mountain Highway, Box 56, Tamworth, NH 03886, or deposit it in the brown TPC box (59) in the mailbox area. No re-deposits will be made.

- 6) 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. In either case, the homeowner is responsible for advising any potential buyer of the requirement to join the Cooperative and the approval process for tenancy. See also Bylaws, Section 4, for greater detail.

- a) For sales of homes:
 - I) The letter will contain the selling agent's name, telephone number, and address.
 - II) It will also contain the asking price and the names, telephone number, and address of any party having signed a Purchase and Sales Agreement.
- b) For removal of homes:
 - I) As soon as removal is contemplated, the Board of Directors must be notified of the intention by the homeowner, no less than thirty (30) days before the move.
 - II) All taxes assessed against the home, all lot rent, fees, and assessments are to be paid in full.
 - III) The lot is to be cleaned of any trash, debris, and hazards; i.e., stairs falling apart, outbuildings in disrepair, broken glass; within 30 days, and the fuel tank must be brought up to "Safe Tank" standards.
 - IV) Any expense incurred relative to Section III will be deducted from the member's membership fee.
- c) For homes to be moved in:

The Board of Directors reserves the right to inspect and view any home before moving into the park. Age and condition of the home will be evaluated.
- 6) Only those in-home businesses that do not create additional traffic, noise, or odor in the park are allowed.
- 7) Septic systems are not to be used for disposal of grease, condoms, feminine products (including Tampax), children's toys, and non-bathroom tissue. As a Cooperative member, we are the owners of our systems, and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire repair.
- 8) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. The standard method is by the use of heat tape. Don't forget to inspect and plug in the tape each year in the fall. The Cooperative reserves the right to shut off the water at any home where there is a leak until a repair is made.
- 9) All homeowners are responsible for the actions of their guests and their children and pets. Rules apply to all guests as well as the homeowner.

- 10) Adults, children and pets are not to be on the property of others uninvited.
- 11) Homeowners will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug-free park. Use, sale or giving of illegal drugs to others in this park is prohibited and is cause for immediate eviction.
- 12) A moderate noise level from radios, electronic equipment, vehicles, and parties is permitted during the daytime. Quiet hours are from 10 PM to 7 AM weekdays and 11 PM to 8 AM weekends. Weather related noises (snow blower, plowing and such needed tools) are exempted.
- 13) Homeowners own and are responsible for all repairs and maintenance of an above-ground fuel storage tank (AST) on homeowner's lot. All AST shall be in compliance with "Safe Tank" standards as published by the New Hampshire Department of Environmental Services (DES). Any tank not in compliance shall be brought into compliance at the time of the sale of the unit. See Section II,5 b, III. This is to protect any and all members of the Cooperative from monetary assessment due to oil tank failure.

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 park.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot is attractive overall.
- 3) Steps to homes are to be wood, aluminum or pre-cast concrete. Concrete blocks are not acceptable as stairs.
- 4) All buildings, additions, porches, sheds, children's play facilities, and decks are to have prior approval by the Board of Directors and are to comply with federal and state regulations. The owners are required to present a plan for any of the above structures, showing details of the structure and its location on the lot. A copy of the Town's Building Notification Form (for construction or alteration that is expected to exceed \$5,000) is to be given to the Board of Directors to be placed in the homeowner's file.
- 5) No pools are allowed with the exception of children's wading pools.

- 6) Commercial signs are not allowed with the exception of real estate signs, which are allowed, limited to one sign per lot. Political signs must be removed 1 week after election.

IV. SITES

- 1) Rubbish removal is the tenant's responsibility.
 - a) Rubbish should be placed in plastic bags, sealed and placed in the dumpster provided by the Cooperative. Only household trash is to be deposited in the dumpster.
 - b) Items that do not fit into the household trash category cannot be disposed of at the dumpster. Disposal of such items is the responsibility of the homeowner. Large items (refrigerators, stoves, washers, dryers, old tires, TVs, computer components, and the like) are to be taken to the Tamworth Transfer Station (Rt. 25 W, 550 Ossipee Mountain Hwy.). DUMPSTER MAY NOT BE USED FOR COMMERCIAL RUBBISH/TRASH/JUNK.
 - c) Hazardous wastes cannot be disposed of in the dumpster.
 - d) The Cooperative's responsibility for refuse removal shall be limited to providing a dumpster for the central removal of refuse.
- 2) Single Stream Recycling Guidelines
 - a) The following items, and **only these items**, may be disposed of in the recycling dumpster:
 - Thin cardboard/paperboard- needs to be flattened
 - Newspapers
 - Corrugated cardboard – boxes need to be flattened and folded
 - Tin/aluminum cans, wire hangers
 - Glass bottles and containers
 - Mixed paper/paper- No shredded paper
 - Plastic bottles, jugs, and containers – with #1 – 7 on the bottom
 - Milk cartons, drink boxes
 - b) These items **may not** be recycled:
 - Waxed, plastic-coated, or foil paper
 - Anything dirty, greasy, or plastic-coated
 - Paint cans
 - Broken glass, dishes, mirrors, light bulbs, ceramics
 - Plastic shopping bags, Styrofoam, automotive fluid bottles
 - Batteries, green waste, clothing, furniture and carpets

- 3) Yards are to be kept neat and free of debris. Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, barrels, tires, and other discarded items may not be left on lawns or around the home. No old furniture of any kind except lawn furniture may be left around the home. Lots are to be kept trimmed and mowed. If a lot has been neglected for more than two (2) weeks, the Board will notify the homeowner to remediate the situation. If there are no changes, the Board will have the lot cleaned with the homeowner being responsible for the changes.
- 4) Outside burning of leaves, rubbish, etc. is **not permitted**. Gas and charcoal grills are permitted. If an outdoor fire pit is contemplated, plans must first be submitted to the Board and to the Tamworth Fire Department for approval.
- 5) The Board of Directors has final approval on fences, walkways, and other site improvements.
- 6) The use of the lot by the homeowner will not interfere with the Cooperative's ability to perform any upkeep and maintenance of the park's infrastructure. Ask **before** you dig or plant over 6-inches deep so as to not disturb the leach fields and utility lines. A "Dig Safe" inspection might be required before proceeding.
- 7) Approval for planting and replacement of all trees is at the discretion of the Board of Directors.
- 8) No permanent fixtures shall be constructed any closer than 6 feet from the street edge.

V. VEHICLES

- 1) Unregistered and/or uninspected motor vehicles are not allowed in the park. No major vehicle repair or fluid changing is to be performed in the park. Tire changes, and minor actions such as adding windshield washer liquid are permitted. Any discharge of fluids will reach our water supply eventually.
- 2) Daytime parking is allowed on the streets as long as it does not block your neighbors' driveways, snowplowing or emergency vehicles. Overnight parking on streets is not permitted. Vehicles are not to be parked on lawns. Any damage to the lot is the homeowner's responsibility.

- 3) Motorized trail bikes, go-carts are not to be used in the park. ATV's and riding lawnmowers can be used for Park/Residence maintenance within the park.
- 4) Snowmobiles of park residents and immediate family may enter/exit the park.
- 5) There is to be no racing or inappropriate use of vehicles in the park.
- 6) THE SPEED LIMIT THROUGHOUT THE PARK IS 10 MPH.

VI. PETS

While the residents of this park understand that pets 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 park with restrictions. Proper immunization is an important responsibility of the homeowner. A copy of the neuter/spay certificate and a copy of the dog license must be provided to the Board of Directors.
- 2) These dogs are prohibited:
 - a) Any of these dangerous breeds: Pit Bull, Rottweiler, Wolf-Dog Hybrid, Doberman
 - b) Any dog with a history of aggressive behavior or biting
 - c) Any dog that bites someone will have to be removed from the park.
- 3) There shall be no more than two (2) dogs per household, though current pets may live out their lives in the park. After those pets die, every household may have only two dogs. Any new resident member will be held to this rule.
- 4) Permitted dogs will either be restricted to their lots or walked on a leash. A barking dog may not be left outside for longer than ten minutes.
- 5) Cats that are neutered or spayed are allowed to roam free provided they are not damaging any property of another homeowner. Should damage occur, the homeowner will remove the cat or keep it inside the home.
- 6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 7) No farm , exotic and wild animal on any Cooperative property is allowed.

VII. COMPLAINTS

There is an established procedure for a homeowner to file a complaint with the Board of Directors. Complaint forms are located at the mailbox area in BOX 58. Complete the form, sign it and give it to a member of the Board.

VIII. 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 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 Park Rules.

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 Cooperative shall not be liable for debt or damage claims 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 from pets, guests, family members, or invitees of the homeowner.

The Cooperative shall not be liable for any damages due to or occasioned by plumbing, gas, water stream or other pipes or sewage leakage; or bursting, leading or running any pipe, tank, washstand, water closet or waste pipe; in, above, upon, or about said lot or park premises. 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. The Cooperative shall not be liable for any damages arising from an act of neglect by residents or other occupants of the park or for damage to owners of property adjacent or contiguous to the park.

Homeowners hereby covenant and agree to indemnify the Cooperative and save it harmless from all costs and expenses herein and shall be deemed to release the Cooperative from gross negligence. Homeowners release the Cooperative from all responsibility for any injuries or damages occurring upon or in any way connected with the premises or nearby streets. Also, the Cooperative is not responsible for claims or damages that may be caused by the re-entering and taking possession by the Cooperative under conditions of these Rules of the law of the State of New Hampshire.

XI. FINES AND PENALTIES

- 1) A maximum penalty of five dollars (\$5.00) per day, per violation, shall be incurred.
- 2) Fines shall be imposed by the Board of Directors and shall be due within 30 days.
- 3) Any disputed fine will be heard by the Grievance Committee where recommendations will be made as to any suggested change or removal of fine.
- 4) The above penalties apply to any failure to respect and obey the rules aforementioned in the Rules document of this Cooperative.
- 5) Other disciplinary matters will be handled as noted on page 4, Section 3.9 of the Cooperative Bylaws.
- 6) It is not the desire of the Cooperative to collect fines as a means of additional income. Please respect our park and its rules for the benefit of all the members.

TAMWORTH PINES COOPERATIVE RULES

Total of 13 pages – Approved on 4/24/21

By the Membership of Tamworth Pines Cooperative

Signed _____
Secretary of the Cooperative

Print Name _____