

Park Rules

Base Hill Cooperative, Inc.

A Resident – Owned
Manufactured Housing Park

Owned and operated by: Base Hill Cooperative, Inc.

Introduction

We wish to welcome you to your community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules and regulations 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 appearance and its reputation in the community at large.

The Board of Directors

IMPORTANT NOTICE 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 MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.

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. Trees
 - e. Mailboxes and Bulletin Board areas
 - f. Trash removal

- 2) The homeowner is responsible for:
 - a. Hooking up to utilities and maintaining connections
 - b. Maintenance of slab under home
 - c. Maintenance of fuel storage tank
 - d. Upkeep of their lot
 - e. Obeying rules and regulations
 - f. Payment of lot rent on time
 - g. Prominently displaying the street number on the front of the home for emergency location (911)
 - h. All state and 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 Co-op.
 - i. Snow removal of driveways, sidewalks, and decks.

- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.

- 4) The speed limit in the park is Ten (10) MPH.

- 5) Discharge of firearms, BB guns, archery equipment, fireworks 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. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of adults allowed per house is one (1) couple for the first bedroom and one (1) adult per each additional bedroom. There will be a ten dollar (\$10) per month charge for each addition adult over the maximum allowed.

- 2) All park rents are due on the first (1st) day of the month. There is a thirty dollar (\$30.00) late charge for rent received after 6pm on the tenth (10th) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$5.00 over the current bank fees per check.

- 3) Any homeowner wishing to sell or remove their home is required to give thirty (30) days written notice of intent to the Board of Directors. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative and the approval process for tenancy.
 - a. For Sales of homes:
 - i) The letter will contain the agent's name, telephone number, and address;
 - ii) The names, telephone number and address of any party having signed a Purchase and Sales Agreement.
 - b. For removal of homes:
 - i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
 - ii) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
 - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
 - c. For home 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 park.
 - 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) Per state requirements, the home must be on a slab and have tie downs installed.

- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the park are allowed.

- 5) The homeowner is responsible for all maintenance and materials relating to equipment (pipes, etc.) above the ground level.
 - a. Water repairs above park shutoff located at ground level.
 - b. Sewer repairs above the sewer inlet pipe located at ground level.

The homeowner will be responsible for repairs to park equipment below ground level:

- a. Homeowner fails to use a heat tape during the cold months

- b. Homeowner's placement of obstructions in the drain lines such as grease, condoms, feminine napkins, tampons, children's toys, non bathroom tissue and bio-hazard materials.
- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. Don't forget to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home were there is a leak until a repair is made.
 - 7) Notify the Board of Directors if there is a change in the occupancy in your home over 30 days. The Board of Directors requires an occupancy Agreement to be signed by any additional adult occupant as well as a criminal background check. Conviction for a felony in the last five (5) years or for any offense requiring registration under "Megan's Law" is grounds for rejection as an occupant or member.
 - 8) All homeowners are responsible for the actions of their guests, their children, and their pets. Rules apply to all guests as well as the homeowner household.
 - 9) Adults, children and pets are not to be on the property of others uninvited.
 - 10) 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.
 - 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM until 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 AST's shall be in compliance with "Safe Tank" standards as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as it is full set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under RSA 205-A:4-a. Screening the tank from view is suggested.

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 are attractive overall.
- 3) Steps to home are to be wood, aluminum, or pre-cast concrete. Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side.
- 4) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply with the following standards:
 - a. May not exceed 12' X 12' X the height of the peaked portion of the home.
 - b. Roof is pitched.
 - c. Doors and windows stay in good repair and are able to be closed.
- 5) All buildings, additions, porches, sheds, carports, towers, children's play facilities, ramps, and decks are to have prior approval by the Board of Directors in writing and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structures and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 6) No pools are allowed and no trampolines are allowed in the park per Cooperative insurance. Children's wading pools, no more than four (4) feet in diameter and eighteen (18) inches in depth and do not require a filtration system, are allowed, provided that they are emptied and properly stored after each use.
- 7) Commercial signs are not allowed.
- 8) Carports are allowed with Board approval.

IV. SITES

- 1) Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.

- 2) Rubbish removal is the homeowner's responsibility. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
 - a. Rubbish disposal anywhere on the park premises is strictly forbidden. Violation of this rule will initiate immediate legal proceedings against the violator(resident or visitor).
 - b. Standard household rubbish (food, bottles, cans, etc.) is collected on a scheduled basis. Residents must arrange for special pick up of old furniture and appliances.
- 3) Yards are to be kept neat and free of debris. Lawns are to be trimmed and mowed. If a lot is neglected, the Cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.
- 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 old furniture of any kind except for lawn furniture may be left around the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Permanent fireplaces or barbecue pits are not permitted. Gas and charcoal grills and non permanent fireplaces are permitted.
- 6) Fences may be used for decorative purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences.
- 7) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the park infrastructure. Ask **before** you dig or plant!
- 8) Approval for planting, trimming and replacement of all trees is at the discretion of the Board of Directors.

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the park. Repairs are to be on the homeowner's vehicles only and must be completed within five (5) days of the start of the repairs. Oils and other fluids from vehicles must be properly disposed of.
- 2) Existing parking spaces have 2 to 3 car capacity. One (1) vehicle per licensed driver is permitted if driveway capacity allows. Overflow parking is available in designated areas. No overnight parking on streets.

- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the park except to enter and exit.
- 4) There is to be no racing or inappropriate use of vehicles in the park.
- 5) The speed limit is 10 MPH
- 6) Long term use of overflow parking is subject to Board approval.
- 7) The Cooperative is not responsible for any damage done to vehicles in overflow parking area.
- 8) Overnight parking of vehicles with a gross vehicle weight (GVW) of over 20,000 pounds in the park requires prior approval of the Board of Directors.

VI. PETS

While the members 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 the park with restrictions. Proper immunization is an important responsibility of the home owner. Placement of farm and wild animals on any Cooperative property is not allowed.
- 2) Any of these dangerous breeds are prohibited:
Pit Bull, Rottweiler, German Shepard, Husky type (including Siberian), Malamute, wolf-type hybrids, Chow, Doberman, Saint Bernard, and Great Dane, in addition to the list of dangerous breeds recognized by the Cooperative's insurance carrier.
- 3) One dog per household is permitted
 - a. No pet shall be housed outside the home. No pet shall be confined outside the home. Cages or structures for housing animals shall not be erected on any lot in the park.
 - b. Pets may be exercised within the park only if they are on a handheld leash at all times.
 - c. The pet owner will be required to clean up any waste/excrement discharged from the animal.
 - d. Any resident applying for a dog or cat shall provide the Board of Directors with a valid license, valid rabies certificate and a valid health certificate with the application.

- e. Any approved cat or dog entering the Cooperative must be spayed or neutered. The owner shall provide a valid certificate verifying the animal has been spayed or neutered to the Board of Directors.
- 4) Permitted dogs will either be restricted to their lot or walked on a leash. Dogs should not be left outside unattended. A barking dog may not be left outside for longer than ten (10) minutes.
- 5) All cats must be kept inside the home. The only exceptions are those cats that were permitted to roam free before the co-op acquired the park. The Board of directors shall be provided with a valid certificate verifying these cats have been spayed or neutered.
- 6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.

VII. 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 the 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 will 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.

VIII. SEVERABILITY

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

IX. LIABILITY AND INDEMNITY

The Cooperative 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 Cooperative 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 park premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home park or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by

reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify Cooperative and or other claims or losses. Nothing herein shall be deemed to release the Cooperative from gross negligence.

Except for gross negligence of Cooperative, homeowners hereby release Cooperative from any 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 Cooperative under conditions of these rules and regulations or the laws of the State of New Hampshire.

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Total 11 Pages were approved on 02/10/07 by the Membership

Amendments made on 05/22/08

Signed _____ Secretary of the Cooperative
(Signature above with printed below)