

**Farmington Ridge**  
Manufactured Housing Community  
Park Rules and Resident Rights

Effective May 1<sup>st</sup>, 2019

Farmington Ridge Limited Partnership  
385 6<sup>th</sup> Street  
Dover, NH 03820

Managed By: Winsor Brook Property Advisors  
Telephone: (603)750-7501

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, 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.

## **Fee Schedule**

Park Rent – Due on the first day of each month	\$420.00
Late Fee – after the 10 <sup>th</sup> of each month	\$50.00
Application Fee – Filed Online	\$125.00
Returned Check Fee	\$50.00
Electronic Funds Transfer for Rent (ACH Payment)	\$0.00
Credit Card and Debit Card Payment Fee	3%
30 Day Demand For Lot Rent Fee	\$15.00
Hourly Maintenance Fee (Minimum)	\$75.00
After Hours Maintenance Fee will be determined based on vendors actual after hours costs.	TBD

## **Rules and Regulations**

### **1. RENTAL/OCCUPANCY AGREEMENT**

- 1.1. All homes within the Farmington Ridge Manufactured Housing Community shall be occupied for private manufactured home residence by the legal owner and those individuals listed on the application form, with the exception of children born to the occupants/adopted by the occupants during the term of the lease agreement. Any guest or occupant who moves into an occupied home for a period in excess of thirty (30) days cumulative in any given year is subject to approval by the park owner. The park owner may request occupant to complete an application form and require the individual to sign acknowledgement of the rules and regulations.
  - 1.1.1. Homeowner shall notify park owner within ten (10) days of the birth/adoption/addition of a child.
  - 1.1.2. Visiting children are limited to a maximum of thirty (30) day's visit in the park.
- 1.2. Homes shall not be sublet, rented, or otherwise occupied by others in the absence of the legal owner.
- 1.3. A base monthly rent is due and payable on the first of each month. If rent is not received by the 10<sup>th</sup> day of each month, a late fee of \$50.00 will be charged. (Per RSA 205-A:6 A late fee cannot be charged until after the 7<sup>th</sup> day past due.)
- 1.4. Copies of Current Insurance Binders/Certificates must be provided to Management.
- 1.5. Homeowner agrees to pay all taxes accruing to the town when due and shall produce a receipt for it upon request of park owner. Upon Tax Collector's notification to the park owner that a homeowner is behind in taxes assessed against the manufactured home, park owner will notify the homeowner and allow fifteen (15) days for a response in writing committing homeowner to pay the taxes and all other charges within ninety (90) days. If taxes are still unpaid by homeowner after promise to pay date, the park owner will proceed under New Hampshire law.
- 1.6. Homeowner agrees to pay all water and sewer accruing to the town when due and shall produce a receipt for it upon request of park owner.
- 1.7. All charges set forth in the rules and regulations shall be deemed rent due and payable as set forth above. Failure to pay shall be deemed a failure to pay rental

under RSA Chapter 205-A.

## **2. MAINTENANCE OF BUILDINGS, APPURTENANCES, AND LOT**

2.1. All homes shall be maintained in good condition and repair. The exterior of all homes shall be clean, neat, and free of rust/corrosion and mildew, no home exterior color may be changed without prior written approval by management. Park Management reserves the right to require reasonable repair, maintenance and improvement of any home and surrounding appurtenances. Noncompliance authorizes management to have the necessary services performed at the expense of the tenant and billed at the current hourly rate. Homeowners shall keep and maintain their lot in a clean, sanitary and uncluttered condition at all times and shall not violate any rule, regulation, ordinance, statute or state law pertaining to the use and occupation of said lot.

2.1.1. Utility services are to be properly connected, insulated (including heat tape) and protected before a homeowner takes occupancy.

2.1.2. The homeowner is responsible for repairs to all above ground services to their manufactured home unit, including connections to all utilities and all valve and connections under the manufactured home.

2.1.3. Plumbing is to be kept in good repair and plumbing leaks in or under a home are to be repaired immediately by the homeowner. The Park Owner reserves the right without notice to temporarily shut off the water supply to a home or area of the park if a water leak exists wherever such action is deemed by the park owner to be in the best interest of the park. Park owner shall not be liable for any damage to the manufactured home or its contents due to interruption or resumption of any utilities.

2.1.4. Oil tanks are the property and responsibility of the homeowner. Should a leak occur, the homeowner is held responsible for any and all damage including but not limited to the removal of the contaminated soil. (Caution: Fire Department requests that you routinely remove leaves and other debris from oil tank area to prevent rusting, deterioration and/or a potential fire hazard. It is mandated by the Fire Department that upon replacement of any oil barrel, concrete pads must be placed under the barrel at the time of installation)

2.2. Appurtenances: No utility buildings, carports, room additions, awnings, screens, skirts, lighting, steps and/or other improvements shall be erected until required building permits are obtained from the Town of Farmington and/or management has provided written consent.

2.2.1. All improvements/additions to the manufactured home shall be a design in harmony with the home.

2.2.2. Improvements shall be constructed by a reputable builder/supplier in compliance with all-applicable laws, codes and ordinances. Work must be completed within 30 days from start date.

2.2.3. One (1) prefabricated utility building (not to exceed 10'X12') per home is permitted, no taller than 10' at the peak.

2.2.4. Utility buildings will be placed at the rear of the manufactured home at the park owner's discretion. No metal sheds allowed.

- 2.2.5. Steps to the home or patios shall be constructed of sturdy precast concrete or shall be of neat wooden or aluminum construction. Concrete blocks are not acceptable. Steps, porches, skirting and screening are the property of the homeowner, however, if left on the lot on the day after removal of the manufactured home, they shall become the property of the park owner.
- 2.2.6. Skirting of the entire manufactured home is required. New or replacement skirting material shall be metal or vinyl and of a color harmonious to the color of the home.
- 2.2.7. No window hangings that may be deemed offensive or otherwise inappropriate to the general public.
- 2.2.8. Outside post lamps or any other outside lighting (excluding those permanently attached to the house) must be installed so that the light is directed not to disturb other homeowners or drivers in the street.
- 2.3. No swimming pools are allowed.
- 2.4. Freestanding clotheslines are permitted and are to be placed to the rear of the site. Stringing lines between trees and/or the home is not permitted.
- 2.5. No skating rinks or Trampolines are permitted at all times.
- 2.6. Landscaping: Homeowners shall keep grass mowed, trimmed and neat on their site at all times. Grass and weeds shall be removed from around home, trees, shrubbery and gardens. Homeowner shall make arrangements for lot maintenance to be performed in their absence (i.e. vacation). Should a homeowner fail to comply for a period of one (1) week following written notice from park owner, park owner may perform the work and bill the homeowner for reasonable services rendered. Such bill shall be deemed to be additional rent hereunder, due and payable on demand in accordance with the terms set forth.
  - 2.6.1. All planting of trees, shrubs and all gardens must have park owner's approval and become the property of the park and shall not be removed without consent of the park owner. Arrangements should be made with the park owner if they need to be moved in order to remove manufactured home.
  - 2.6.2. No Tree limbs are to be cut without written permission of park owner.
  - 2.6.3. Vegetable gardens must be approved by the park owner.
  - 2.6.4. Homeowner shall keep driveways, walks, porches, patios and steps neat and in good repair free from trash and debris.
  - 2.6.5. Homeowners shall remove ice and snow from driveways, walks, porches, patios and step.

### **3. RUBBISH/TRASH**

- 3.1 All rubbish shall be in containers and shall be covered at all times, and kept out of site from road fronting the manufactured home. Trash will be picked up weekly in front of Homeowners lot. All trash shall be held in enclosed containers. Containers should be removed the same day as the pickup.
- 3.2 Abandoned, unused or rusting material, junk, piles of lumber, building materials or similar items, including old appliances, tire, mattresses, boxes, equipment of any kind or random debris shall not be permitted on any site including behind the manufactured home. This includes in the back of open bed vehicles.
- 3.3 If a tenant is served a violation for items related to 3. Rubbish/Trash they will be given 48 hours to rectify the violation. Under RSA Chapter 205-A three violations within a 12 month period is cause for eviction.

### **4. PERSONAL CONDUCT/NOISE**

- 4.1. Homeowner is responsible for the conduct of their children, pets and guests and making sure they follow the rules and regulations of the park. Homeowner shall be responsible for any damages caused by child/pet/guest and agrees to reimburse any loss to park owner or other homeowner.
  - 4.1.1. Homeowner agrees to prevent dangerous or hazardous activities of their children/pet/guests.
  - 4.1.2. No Trespassing on other lots.
  - 4.1.3. Residents of the park and their guest(s) shall conduct themselves in a reasonable, quiet manner so as not to disturb others.
  - 4.1.4. Noise levels shall be reduced between 10:00 p.m. and 8:00 a.m. No disturbing noises, i.e. loud parties/musical instruments/music, will be allowed at any time.
  - 4.1.5. Homeowner, family members and guests shall comply with the laws of the State of New Hampshire and ordinances of the City/Town including but not limited to all rules and regulations of the Health Office, Police Department and Fire Department.
  - 4.1.6. Registered sex offenders and convicted criminals shall be deemed dangerous to the other residents and not be permitted to remain in the park.
- 4.2. No in-home daycare business is permitted.
- 4.3. Tampering with park fuses, electric service connections or other utilities is strictly forbidden.
- 4.4. No commercial business including auctions, moving/yard sales permitted.
- 4.5. Peddling, soliciting, or commercial enterprise is not allowed in the park.
- 4.6. Skateboards, bicycles, wagons or similar devices, used for jumping, used to go over ramps or used in any other dangerous or hazardous manner are not allowed.
- 4.7. No firearms may be fired or carried about the person inside the park property. Any violation of state or local firearms ordinances by any homeowner or guest or any police action against a homeowner may result in eviction from the park.
- 4.8. The use of paintball guns is prohibited within the park.
- 4.9. No hunting.
- 4.10. No open fires are allowed, burning of leaves or rubbish; however, a properly constructed firepit or chiminea, at least 20' from the house and accessible from a garden hose may be approved by park owner upon request. Any complaints from other residents deemed reasonable by park management will void this use.

## **5. ANIMALS**

- 5.1. All pets shall be registered with the Park Owner upon application or within five (5) days of acquiring pet.
  - 5.1.1. Domestic pets are allowed in this park with restriction. No more than two domestic pets. (Such as 2 dogs, 2 cats or 1 dog and one cat) will be allowed per home.
  - 5.1.2. Any animal with a history of aggressive behavior or that becomes aggressive or bites will be removed from the park.
  - 5.1.3. All permitted dogs must have current Farmington tags and State of New Hampshire required shots. Proof of license/immunizations required when registering a dog.
  - 5.1.4. All permitted animals when outside must be accompanied by an adult, No dog runs, outside pens, cages, bars, or "houses", or any type of permanent or temporary installation or shelter for the maintenance or care of pets will be allowed.
  - 5.1.5. Dogs must be kept on leash when being walked and resident/guest must clean up after animal.
  - 5.1.6. Pets that create disturbance shall be removed from park at Park Owner's request.
  - 5.1.7. Pets of visitors shall be the responsibility of the homeowner.

## **6. MOTOR VEHICLE**

- 6.1. Only two (2) registered, inspected automobiles in running condition (passenger, pick-ups, vans) are permitted on each manufactured home lot. If a third vehicle fits on the paved driveway without encroaching on the grass, it may be approved in writing at the discretion of management. No commercial or other type of vehicles are permitted unless consent is obtained from park owner. Any vehicle left with a flat tire or lacking required parts, such as a bumper, or remains inoperable for any reason, whether registered or not, is not in running condition. If homeowner is in violation of this rule, car will be towed at the homeowners' expense.
  - 6.1.1. No boats, trailers, campers, snowmobiles, motorcycles or any other vehicle will be allowed to be parked on the site without the park owner's permission. They should be out of site of the view from the road fronting the manufactured home.
- 6.2. Parking
  - 6.2.1. There shall be no parking or driving of any vehicles on lawns.
  - 6.2.2. There shall be no on street parking during periods of snow removal. Vehicles parked on the street or other unauthorized place may be towed at homeowner's expense without notice.
- 6.3. Driving
  - 6.3.1. Only registered motor vehicles are permitted on the park roads.
  - 6.3.2. Speed limit is 15 miles per hour within park and is strictly enforced.
  - 6.3.3. Licensed operators only shall operate motor vehicles within park limits.
  - 6.3.4. Vehicles must be operated in a manner so as not to disturb other residents. Stereos should be kept to a reasonable level at all times.

#### 6.4. Recreational Vehicles

- 6.4.1. No off-highway vehicles such as mini bikes, dirt bikes, snowmobiles or 4 wheelers, etc. are allowed to be used anywhere in the park. (RSA 269-C:24 Paragraph VIII).
- 6.4.2. ALL snowmobiles must be on trailers entering or leaving the park property.

#### 6.5. Repairs

- 6.5.1. No major automobile repairs are permitted anywhere in the park. Minor repairs (changing oil, changing tire, tune up) must be completed within 72 hours Oil must be disposed of properly.
- 6.5.2. Damage to roadways or parking areas caused by leaking gas, lubricants or oil shall be the responsibility of the homeowner and shall be repaired by park owner at homeowner's expense.

### 7. **Damage to Manufactured Home**

7.1. If the manufactured home or the surrounding outbuildings/appurtenances are damaged by fire, windstorm or other acts of nature/causes, the homeowner shall either remove or repair the manufactured home and/or appurtenances within a reasonable time or the park owner will do so at the homeowner's expense. The homeowner shall notify Park Management of plans to repair or remove the damaged home within thirty (30) days. Notice shall contain information, which demonstrates that the homeowner has, or will have as a result of receipt of insurance proceeds, sufficient assets to restore the manufactured home to the standards set forth hereunder, and repairs required to restore the manufactured home will be completed within sixty (60) days of the damage. The park owner may allow a longer period for such repair if the homeowner demonstrates that insurance proceeds to effect such repairs will be forthcoming without reasonable delay.

7.2 Homeowners shall not vacate or abandon the manufactured home and/or site at any time during the rental agreement. Absence for one (1) month or longer without paying rent shall be deemed abandonment, and cause for surrender of the site and of the manufactured home. If a homeowner shall abandon, vacate or surrender said manufactured home and /or site or be dispossessed by process of law, or otherwise, any personal property (including any manufactured home on said space) belonging to the homeowner and left in the park shall be deemed abandonment at the option of management. In the event of such abandonment of a manufactured home owned by a homeowner, the park owner may remove or cause to be removed the homeowner's manufactured home from the site and arrange for storage of same at the homeowners' expense. Upon said removal, homeowner's claim to the lot site terminates. Neither the park owner, its employees, agents or representatives nor the mover shall be liable for any damage to the manufactured home or its contents due to interruption or resumption.

### 8. **Signs**

- 8.1 No signs allowed in the park, included but not limited to "Yard Sale", garage sale, or auction typesigns.
- 8.2 One "For Sale" sign of reasonable size will be permitted, but must be approved by the park owner.

## **9. Sale of Manufactured Home**

- 9.1 The homeowner shall notify the park owner in writing of the intention to sell the manufactured home, before placing the for sale sign thereon.
- 9.2 New buyer must submit a park application for approval by the owner.
- 9.3 Homeowner shall permit the park owner to inspect the home, to determine that it is safe, sanitary and in conformance with aesthetic standards. If the home does not conform to the standards of the park, owner will submit in writing within 5 days of the inspection, necessary repairs or modifications to proceed with the sale of the manufactured home.
- 9.4 It shall be necessary as the years go by and as homes are sold, that the homes in the park, for safety and aesthetic appearance reasons, be inspected and/or comply with the 1976 H.U.D. Federally Mandated Manufactured Home standards. All manufactured homes over 10 years old and less than 14ft wide, are classified obsolete by these park rules, and shall not be permitted to be placed in the park or kept in the park upon resale.
- 9.5 Any manufactured home sold in violation of these provisions, including but not limited to a failure to make repairs shall be removed from the park.

## **10. Removal of Manufactured Home**

- 10.1 All manufactured home charges related to lot rent, utilities and taxes shall be paid in full before moving or selling the manufactured home. The site must be left clean or a reasonable cleaning charge will be assessed.
- 10.2 Homeowner shall give a 30-day notice to the park owner before vacating the site. Failure to give such notice will obligate residents for an additional month's rent.

## **11. Liability**

- 11.1 Park owner shall not be liable for liability of debt or damage claimed for injury to persons, including homeowner and their guests, or for property damage from any cause, which is the responsibility of homeowner hereunder or, by law related to homeowner's occupancy of the lot. Homeowners hereby covenant and agree to indemnify attorney's fees, liability loss or other claims or obligations because of, or arising out of such injuries, damages on or about said lot, occasioned by homeowner's failure to keep the lot premise in repair, and shall not be liable for any damages due or occasioned by or from plumbing, gas, water, stream, or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet, or waste pipe; in, above, below, upon, or about said lot or park premises, nor for any damage occasioned by water, snow or ice coming through or being upon the lot or park premises, nor from any damage arising from acts of neglect of co-residents, or other occupants of the manufactured home park or of any homeowners, residents, occupants or owner of adjacent or contiguous lots and property or for the interruption or resumption of any utility service. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and for any and all damages not occasioned by reasonable wear and tear, or caused by their improper use thereof. Nothing herein shall be deemed to release park owner from any gross negligence.
- 11.2 Park owner is responsible for snow plowing, salting and sanding park roads in the winter and takes great care to provide a safe passageway. However, the steep grades in the park may be challenging during a major snow or ice storm so we ask Homeowners to avoid using the roads until cleared if possible.



- 11.3 Except for gross negligence of park owner, homeowner's hereby release park owner from any responsibility for any injuries or damages occurring upon, or in any way connected by the reentering and taking possession by park owner under conditions of these rules and regulations.
- 11.4 Each homeowner shall maintain liability insurance covering loss, injury or death to persons or property while in homeowner's manufactured home or elsewhere on the homeowner's site. Each homeowner shall furnish the park owner with a certificate evidencing said coverage.

## **12. Administration**

### **12.1 Enforcement**

- 12.1.1 Enforcement of these regulations shall be the responsibility of the park owner. Violations known to any homeowner should be reported in writing to the park owner.
- 12.1.2 If the park owner employs an attorney to enforce any of the rules hereof, or to regain possession of said space homeowners shall pay the park owner his actual attorney's fees and expenses, whether or not suit is filed or a suit proceeds to judgment.

### **12.2 Breach**

- 12.2.1 Any breach of the aforementioned rules and regulations shall be construed as a breach of the terms of residency.

### **12.3 Permission**

- 12.3.1 Whenever the permission or approval of the park owner is required hereunder, said permission or approval shall only be valid if given in writing.

### **12.4 Contact Information**

- 12.4.1 It shall remain the Homeowners responsibility to update their mailing address, if different from their street address, telephone number, email address, if any, and off premises emergency contact number at all times to the management office.

## **13. Notice**

- 13.1 Whenever any notice is required to be given or delivered under the provisions herein, said notice may be served upon the homeowner or park owner personally or by certified mail, return receipt requested. Either party hereto may, by written notice serve upon the other, change of its mailing address.

## **14. Occupancy**

- 14.1 Homeowner's occupation and use of the space provided pursuant to this agreement and the common facilities of the park shall be subject to all terms and conditions, rules and regulations stated herein. Homeowners acknowledge that they have read and hereby agree to all the terms and conditions of the park owner's rules, regulations and covenants. Homeowners understand that any breach of the agreement shall subject homeowners to liability for damages, including attorney's fees.

14.2 The homeowner hereby acknowledges that he has inspected the premises to be rented and found them safe and acceptable and will maintain the premises in a safe condition. The homeowner agrees to allow the park owner (or his representatives) to enter and inspect the premises for reasons of health, safety, maintenance or the welfare of other residents of the community, or in the event of an emergency. In the event that the park owner reasonably suspects the Commission of a crime on the lot or within a home, homeowners hereby consent to park owner's entry into the home and hold park owner harmless for any damages caused thereby.

### **15. Termination of Occupancy/ Separation**

15.1 In accordance with the time periods hereinbefore set, the homeowner's lease agreement shall terminate upon the occurrence of any of the following events, upon receipt of written notice from the park owner and subject to any statutory conditions of limitations.

15.1.1 Non-payment of rent, additional rent, taxes, utility charges or reasonable incidental service charges.

15.1.2 Any change in the ownership or principal occupants of a home or any rental or sub-lease of a home.

15.1.3 Violation of the Park Rules and Regulations or breach of any terms of the lease agreement.

15.1.4 Creation of a health or safety nuisance.

15.1.5 Failure to comply with local ordinances or state or federal law or regulations relating to manufactured home or manufactured home parks.

15.1.6 Damage by the homeowner to the lot site leased to homeowner, reasonable wear and tear is excepted.

15.1.7 Repeated conduct by homeowner and homeowner's guests upon the manufactured home park premises which disturbs the peace and quiet of other homeowners in the manufactured home park.

15.1.8 Any other permissible reason for eviction recognized by law.

(NOTE) Nothing contained in these rules and regulations is intended to be or should be interpreted as being contrary to New Hampshire Revised Statutes annotated in Chapter 205A. The invalidity of any section, sub-section or provision of these rules and regulations shall not invalidate any other section or provision hereof which shall remain in full force and effect.

### **16. Waiver**

The Park owner retains the right, in its sole discretion, to waive, in writing, any one or more of these rules with respect to any one or more homeowners. Waiver of any rule or right shall be in writing. A waiver on behalf of any specified individual or individuals shall not be deemed a waiver for any unspecified individuals.

### **17. Amendment**

The park owner may make amendments to the regulations at any time, and copies of such amendments shall be distributed to park residents. Such amendments shall become effective ninety (90) days after notice is given to park residents