

**\*IMPORTANT NOTICE REQUIRED BY LAW\*\***

**THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MOBILE HOME PARK. THE LAW REQUIRES ALL RULES AND REGULATIONS OF THE PARK TO BE REASONABLE, NO RULE OR REGULATION MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THIS CHANGE.**

**SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR LOT RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES AND REGULATIONS 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 THIRTY DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.**

**YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES AND REGULATIONS OF THIS PARK BUT ONLY IF THE RULES AND REGULATIONS 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 WISHED TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY THIRTY (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 AS LONG AS THE BUYER AND HIS HOUSEHOLD MEETS 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 REQUESTED TO MOVE THE HOME FROM THE PARK.**

**COPIES OF THE LAW UNDER WHICH NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NH 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.**

## **PARK RULES AND REGULATION'S INTRODUCTION**

The management is sincerely interested in establishing and maintaining a high caliber, attractive, visually pleasant park environment for you. These Rules and Regulations are not intended to be unnecessarily restrictive, but rather are to help provide you with a tranquil environment and protect your investment in your manufactured home. The rules, firmly and fairly administered, will make the park attractive, not only to you while you live here, but will keep the park attractive to others who may wish to move in at a future time.

The present and future value of your manufactured home rests, to a great degree, on the park's appearance and its reputation in the community. The appearance of individual homes and yards creates a total impression of attractiveness.

In any of the following Park Rules, where it is stated by the Park Management that you must have "Written approval" this approval will not be unreasonably un-held, and unless a specific time limitation is stated in the rule, we will respond to your written request within fourteen (14) days.

If a Park Rule is being violated, the party violating the rule will be notified of the violation either by letter or notice delivered in hand and unless otherwise stated herein, given a reasonable opportunity thereafter to comply with the rule or regulation.

The Park Management is pleased that you have chosen to live here, and we hope your stay will be satisfactory and of long duration.

**BARRINGTON ESTATES  
385 6<sup>th</sup> Street  
Dover, NH 03820  
603-750-7501  
barringtonmhp@gmail.com**

## **FOR ALL APPLICATIONS, PAYMENTS, MAINTENANCE REQUESTS AND CORRESPONDANCE**

Please utilize the online portal at:

<https://www.winsorbrook.com/barringtonestates/>

## **PARK RULES AND REGULATIONS**

Purpose: This manufactured housing community shall be subject to the following rules enacted by the Park Owner, which shall be binding upon each person who owns or occupies a manufactured house (“homeowner”) located on a site (“site”) in the park.

### **I. Building and Appurtenances**

#### **A. Manufactured Homes**

1. All homes shall be maintained in good condition and repair and the exterior of all homes shall be clean, neat, free of rust, corrosion and properly painted at all times, and the park owner reserves the right to require reasonable repair, maintenance, and improvement of any home. All homes shall be occupied by the legal owner and shall not be sublet, rented or otherwise occupied by others in the absence of the legal owner.
2. Utility services including water, sewer, etc. are to be properly connected, insulated and protected before a homeowner takes occupancy.
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 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. The park owner shall not be liable for any damage to a manufactured home or its contents due to interruption or resumption of any utilities.
4. Except for those incidents covered by manufacturer’s warranty, homeowners shall be responsible for repairs to all above ground services to homeowner’s manufactured home unit, including connections to all utilities and all valve and connections under a manufactured home. Heat tapes are the homeowner’s responsibility, should be checked regularly and are required to be installed by homeowner, and properly maintained on all homes.
5. If a home is substantially damaged by fire, windstorm, or other cause, the homeowner shall remove the damaged home in reasonable time or the park owner may do so at the homeowner’s expense. If a home incurs minor damage by fire, windstorm, or other cause, the homeowner shall repair or remove the damaged home within a reasonable time or the park owner may do so at the homeowner’s expense. If the homeowner elects to repair the damaged home, such repairs shall begin as soon as practical after the damage has occurred. Within thirty (30) days of the damage, a homeowner shall notify the park owner of his plans to repair such damage. That notice shall contain information which demonstrates to the satisfaction of the park owner (1) that the homeowner has, or will have as a result of the receipt of insurance proceeds, sufficient assets to restore the manufactured home to the standards set forth hereunder, sufficient assets to restore the manufactured home to the standards set forth hereunder, and (2) that 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 repairs if the homeowner demonstrates that insurance proceeds to affect such repairs will be forthcoming without reasonable delay.

6. 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, vacating and surrender of the site and of the manufactured home. If homeowner shall abandon, vacate or surrender said manufactured home and/or site or be disposed by process of law, or otherwise, any personal property (including any manufactured home on said space) belonging to 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, park owner may remove or cause to be removed homeowner's manufactured home from the site and arrange for storage of same at homeowner's expense. Upon said removal, homeowner's claim to the lot site terminates. Park owner shall not be liable for any damage to the personally except for gross negligence as aforesaid. In the event of such abandonment, homeowner's claim to rent said manufactured home site shall terminate. Neither Park owner nor the mover shall be liable for any damage to the manufactured home or its contents due to interruption or resumption of park owner, its employees, agents, or representatives.

**B. Utility Buildings, Additions, Awnings, Screens, Skirts and/or Other Improvements**

1. One (1) utility building per home is permitted so long as such building conforms to the Town/City building code and is approved by the appropriate local authorities and park owner.
2. Utility buildings will be prefabricated and harmonious to the exterior of the home.
  - (a) Such buildings shall not exceed 8X12 in size.
3. Utility buildings will be placed to the rear of the manufactured home, at the park owner's discretion.
  - (a) No metal sheds allowed.
4. Awnings, room additions, porches, screens, skirts, steps, and other improvements must be kept neat and in good repair. New or replacement skirting material shall be vinyl and of a color harmonious with the color of the home.
5. Skirting of the entire manufactured home and removal of the hitch is required for each manufactured home.
6. Outside post lamps or any other outside lighting (excluding those permanently attached to the home) must be installed so that the light is directed not to disturb other homeowners or drivers in the streets.
7. Steps to the homes or patios shall be constructed of sturdy precast concrete or shall be of neat wooden or aluminum construction. Concrete blocks are not acceptable.
8. Steps, porches, skirting and screening are the property of the homeowner; however, if left on the lot on the day after removal of the mobile home, they shall become property of the park.
9. Each such improvement set forth in paragraph IB, shall be a design in harmony with the home which it serves, or stained to blend with the home, and shall be subject to written consent and approval of the park owner. Such improvements shall be kept in good condition, neat at all times and shall be constructed by a reputable builder or manufacturer in compliance with all applicable laws, codes and ordinances.
10. As of March 1, 1993, all existing and new fuel tanks shall be located above ground. New tanks shall not exceed 275 gallons in capacity and shall be placed in such manner behind the homes as to minimize aesthetics. Tenants shall be responsible for the purchase and installation of new tanks.

**C. Review and Approval**

1. No change in the exterior of the home or other building or improvement in the park shall be made without the prior written consent of the park owner and no construction or placing of any home or other buildings or improvements or any exterior addition to the home or any such building, in the park without such consent. Contractors seeking such consent shall submit a description of the proposed change or construction, including adequate plans and specifications where applicable, and the park owner shall review such description with regard to harmony of the exterior architectural design, style, attractiveness, materials and location in relation to the subject site surrounding structures and topography and shall respond in writing to the homeowner seeking such consent within fourteen (14) days of its receipt of such description.
2. Park owners may from time to time notify homeowners to repair or replace and make improvements which are not maintained to the highest standards.
3. Any violation of a provision of this Section I which is not corrected within thirty (30) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.
4. In addition to its rights set forth above, the park owner may require as precondition to purchasing or selling a home or renting a lot site within the park that the homeowner repair, exchange or modify any home, other building or any addition to any home or other buildings which in the discretion of the park owner, does not comply with the above standards.

## **II. MAINTENANCE OF SITE ON WHICH HOME IS LOCATED ("SITE")**

### **A. Lawns, Trees, and Shrubbery**

1. Homeowners shall keep grass mowed, trimmed and neat on their site. No limbs are to be cut from trees without the written permission of the park owner.
2. Grass and weeds shall be removed from trees, homes, shrubbery and gardens. Shrubs shall be kept trimmed, all by homeowner.
3. Homeowners may have gardens with written permission of the park owner and shall keep gardens neat and well cared for.
4. All planting of trees, shrubs, and all gardens must have park owner's approval and upon installation become park fixtures and shall not thereafter be removed by homeowner.
5. Should a homeowner fail to comply with the above standards, said failure to continue for a period of one (1) week following notice from the park owner, park owner may perform the work and bill the homeowner for reasonable services rendered, which bill shall be deemed to be additional rent hereunder, due and payable on demand in accordance with the terms set forth.

### **B. Driveways, Walks, Porches, Patios and Steps**

1. Driveways, walks, porches, patios and steps shall be kept neat and in good repair by the homeowner.
2. Homeowners shall remove ice and snow from driveways, walks, porches, patios and steps.
3. Porches and railings shall be kept in good repair and painted in harmony with the color of the home by the homeowner and be in compliance with prevailing building codes.

### **C. Rubbish and Junk**

1. Rubbish, trash and properly wrapped plastic garbage bags shall be covered at all times and kept out of site from the road fronting the manufactured home. Park owner strongly recommends that these materials be in homeowner's utility building until removal day.
2. Trash bags shall be moved to the street on the morning of removal day. All bags are to be properly secured and tied. On any day when snow plowing is taking place, all trash must be placed five (5) feet from the road's edge so as not to impede snow removal.
  - (a) In parks with a designated garbage area providing dumpsters, garbage and rubbish should be deposited in the proper receptacles by adults or older children. It must be adequately wrapped in plastic bags. No lawn raking's, automotive parts or junk is to be put in the dumpsters, as this is the homeowner's responsibility. Large boxes should be cut up.
  - (b) Abandoned, unused or rusting material, junk, piles of lumber or similar items, shall not be permitted on any site.

**D. Clotheslines and Reels**

1. Clothes reels are to be placed to the rear of the lot, at any inconspicuous area. Clothes lines are not permitted. Umbrella type clothes reels only.

**E. Lot Condition**

1. Homeowners shall keep and maintain their lot in a clean and sanitary condition at all times and shall not violate any rule, regulation, ordinance, statute, or state law pertaining to the use and occupations of said lot.

**F. Review and Approval**

1. No changes in the exterior color of any porch, steps, skirts or other addition to a home or buildings in the park shall be made without the prior written consent of the park owner and no construction or placing of any such addition or of a patio, terrace or courtyard in the park shall take place without such consent. Anyone seeking consent shall submit a description of the proposed change or construction, including adequate plans and specifications where applicable, and the park owner shall review such description with regard to harmony of exterior architectural design, style, attractiveness, materials and location in relation to surrounding structures and topography, and shall respond in writing to the homeowner seeking such content within fourteen (14) days of its receipt of such description.
2. Homeowners shall permit park owner to enter the lot sites at reasonable times for the purpose of inspecting, maintaining or making all reasonable repairs, alterations or additions to any portion of said lot site, including erection and maintenance of such scaffolding, canopies, fences and props as may be required.
3. Any violation of a provision of this Section II which is not corrected within thirty (30) days (or lesser period if specified) of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.
4. All improvements shall be made in compliance with all applicable laws, codes, and ordinances.

**III. MOTOR VEHICLES**

**A. Automobiles**

1. Unregistered vehicles or junk vehicles shall not be permitted in the park. Such cars will be towed away at the homeowner's expense.
2. No major automobile repairs are permitted anywhere in the park. Minor repairs are permitted in those areas designated by the park owner. Minor repairs are defined as to be changing the oil, oil and filters, changing a tire, tune up or other similar periodic repairs.
3. Damage to paved roadways or parking areas caused by leaking gas, lubricants or oil from any cause shall be the responsibility of the homeowner and shall be repaired by the park owner at the homeowner's expense.
4. A penalty charge of twenty dollars per month shall be assessed for each month, or part thereof, that violation of this section is permitted by the homeowner to exist. However, the assessment of said penalty shall not be deemed a waiver by park owner of his rights to have the vehicle(s) towed at homeowner's expense, said expense to constitute additional rental, or in the alternative, to institute eviction proceedings.
5. An onsite storage area in the community has been designated for all extracurricular vehicles, such as boats, rv's, campers, four wheelers, snowmobiles, etc., they are no longer allowed to be kept on your lot. Residents are responsible for their own insurance coverage for the items in this area. The storage area charge is **\$50.00** per item placed in the parking area. **(a signed agreement must be in place BEFORE parking in the parking area.)** Please contact management regarding documents and agreements needed to park in this area.

**B. Vehicles Not Permitted**

1. Commercial vehicles and any other vehicles besides passenger cars, personal pick-ups and vans are not permitted to be kept by the homeowner in the park without the written permission of the park owner.
2. Vehicles and devices such as, but not limited to, motor scooters, motorcycles, trail bikes, mini-bikes, snowmobiles and motorized go-carts are not permitted to be operated in the park for recreational purposes. A homeowner may operate such vehicles for the sole purpose and limited purpose of entering and exiting the park on a direct route to their manufactured home.
  - (a) There will be NO snowmobiling in the park. All snowmobiles must be on trailers entering or leaving the park property.
  - (b) No other OFF highway vehicles such as mini-bikes or dirt bikes are allowed to be used in the park- RSA 269-C:24 Par. VIII.
3. No guests shall operate recreational vehicles in the park.
4. All guests operating any motor vehicles inside the park shall comply with all park rules.

**C. Parking**

1. Parking of two (2) automobiles for each manufactured home on side will be permitted. Any additional vehicles may only be parked at a site with the park owner's written consent and only if the homeowner, at his expense, provides a paved parking area for the vehicles. There shall be no parking or driving of any vehicles on the lawns.
2. Except as hereinafter provided, reasonable on-street parking which does not interfere with park traffic or snow removal is permitted during daylight hours only. There shall be no on-street parking during periods of snow removal.
3. All boats, trailers, campers, snowmobiles, motorcycles and any other vehicle will, with the permission of park owner, be allowed to be parked on the site out of view from the road fronting the manufactured

home. Homeowners must provide their own on-site parking location for these vehicles with the permission of the park owner. All storage areas must be kept neat, orderly and safe.

4. Vehicles parked in the street or in other unauthorized places may be towed away at the homeowner's expenses without notice.

**D. Speed Limit**

1. The speed limit for all vehicles shall be a maximum of twenty (20) miles per hour, weather permitting, on park roads unless otherwise posted.

**E. Enforcement**

1. Except for towing pursuant to paragraph III, C.4., which shall be done without notice, any other violation of a provision of this Section III which is not corrected within twenty (20) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice. These provisions shall apply to the visitors and guests as well as the homeowners.

**IV. CHILDREN**

**A. Conditions**

1. For reasons of public safety and comfort, the maximum number of children permitted per home shall equal 2 children per number of bedrooms per home, not including the master bedroom.
2. A homeowner shall notify the park owner within ten (10) days of the birth of any child.
3. Visiting children is limited to a maximum of a thirty (30) day visit to the park.
4. No foster homes are allowed in the park.
5. Permission for short term baby-sitting for up to, but not exceeding the maximum number of children permitted in paragraph IV, A. 1 which number shall include the homeowner's children in determining the permitted number, may be granted by park owner at its sole discretion. Such permission may be revoked at any time upon one (1) weeks' notice. In addition to compliance with this provision, any baby-sitting activity must also comply with state/local laws and ordinances. All children being baby-sat must be residents of the park.

**B. Behavior**

1. Children shall be kept under their parents' control and shall behave in a quite orderly manner.
2. The conduct of the visiting children in the care of a homeowner shall be the responsibility of the homeowner.
3. No skateboards, bicycles, wagons, or similar devices shall be towed behind bicycles or other vehicles, used for jumping, used to go over ramps or used in any other dangerous or hazardous manner. No skating rinks shall be permitted. Any other similar dangerous or hazardous activities are prohibited.
4. Homeowners are responsible for the conduct of all children living in their manufactured home, in their care, or visiting as guests and shall be responsible for any damage caused by said children and agree to reimburse any loss to park property or property of other homeowners occasioned by said child or children. No person, including the homeowner, guests and children shall be permitted on the lot of another homeowner without that homeowner's consent.

**C. Enforcement**

1. Any violation of a provision of Section IV which is not corrected within twenty (20) days of the delivery in hand or receipt by certified mail, return receipt requested of notice of such violation from the park owner



to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice. In addition, repeated misconduct, or a course of conduct of unacceptable behavior by a child visiting the homeowner shall constitute grounds for eviction.

**V. Animals**

**A. Size and Control**

1. Only quiet, normally domesticated pets shall be permitted with written consent of the park owner. No more than two (2) birds, gerbils, guinea pigs or similar small pets may be kept in the home. One (1) inside cat may be allowed at the park owner's sole discretion. No fowl, horses, sheep, goats, pigs, reptiles, vermin, or any other pet except those specifically permitted or approved by the park owner at the park owner's sole discretion will be allowed.
2. No more dogs allowed in either park. Only dogs previously registered with the park will be allowed to stay but shall not be replaced upon their demise.
3. No dog runs, outside pens, cages, barns, "houses" or any other type of permanent or temporary installation or shelter for the maintenance or care of pets will be allowed.
4. Outside a manufactured home all pets shall be kept on a leash and under control at all times. No pets shall be permitted to make unnecessary noise or create unnecessary disturbances. Pets shall relieve themselves only on their owner's lot.
5. The homeowner agrees that pets will not spend the nights outside the manufactured home, no pet shall be permitted outside the manufactured home at any time if the homeowners are not at home. Homeowners shall be financially responsible for all damage done by their pets or pets of their guests and shall keep said pets under their control at all times and within their control at all times.
6. Pets of visitors shall be the responsibility of the homeowner.

**B. Reporting**

1. All pets shall be registered with the park owner.
2. The presence of all animals shall be reported to the park owner within five (5) days of the acquisition of the animal.
3. All dogs shall be licensed with the city and the license number reported to the park owner.
4. Pets which create noise, disturbance or unpleasantness shall, at the request of the park owner, be removed from the park.

**C. Enforcement**

1. Any violation of a provision of this Section V which is not corrected within one (1) week (7 days) of the delivery in hand or receipt of certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.

**VI. Signs**

**A. Types Allowed**

1. No commercial signs of any type are allowed in the park including, but not limited to "yard sale", "garage sales" or "auction" type signs.
2. "For Sale" signs are permitted subject to the condition below (Section B).

**B. "For Sale" Signs**

1. No more than two (2) painted or printed "For Sale" signs of reasonable size (not to exceed 308 square inches) and quality, representing bona fide offers to sell homes, are permitted in the park subject to the condition as set forth below.
2. All "For Sale" signs shall be registered with the park owner prior to posting and shall be re-registered every thirty (30) days thereafter.
3. Such signs shall be posted only in windows or attached to the side of the home in such a manner as not to unreasonably detract from the appearance of the park, shall indicate "For Sale" and may include a telephone number.
4. "For Sale" signs shall be removed within twenty-four (24) hours of the time when a home is no longer offered for sale.
5. Failure to register or re-register a "For Sale" sign prior to posting shall subject the homeowner to a ten dollar (\$10.00) charge.
6. Each unauthorized "For Sale" sign shall be subject to a ten dollar (\$10.00) per week charge and shall further subject to the homeowner to the penalties set forth in paragraph VI, C. hereof.

**C. Enforcement**

1. Any violation of a provision of this Section VI which is not corrected within fifteen (15) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.

**VII. Noise**

**A. Personal Conduct**

1. Residents of the park and their guests shall conduct themselves in a reasonable quiet manner so as not to disturb others.
2. Noise levels shall be reduced after 10 P.M. and before 8 A.M. for the benefit of all residents.
3. Homeowners shall be responsible for the conduct of their guests.
4. No firearms may be fired or carried about the person inside the park property. Any violation of state or local firearms ordinances by a homeowner or guest or any police action against a homeowner may result in eviction from the park.
5. Homeowner, member of his family, and guests shall comply in every respect 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.
6. The homeowner agrees that there shall be no loud parties, loud musical instruments or loud noises or similar noises or other commotion.

**B. Automobiles and Other Motor Vehicles**

1. Automobiles, other motor vehicles or recreational vehicles of park residents shall have properly maintained muffler systems.
2. Automobiles, other motor vehicles or recreational vehicle engines shall not be unnecessarily raced or gunned at any time.
3. The operation of automobiles, other motor vehicles or recreational vehicles in a manner to disturb residents of the park or in an unsafe manner, is prohibited.

**C. Enforcement**

1. Any violation of a provision of this Section VII which is not corrected within fifteen (15) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.

**VIII. HOMEOWNERS, MANUFACTURED HOME OCCUPANTS AND GUESTS**

**A. Homeowners, Occupants, Guests**

1. All homeowners, manufactured home occupants and guests shall observe all rules and regulations developed by the park, the common area, the swimming pool, if applicable, and buildings.
2. Residents of the park are responsible for the conduct of themselves, their children and their guest and shall pay for any damage caused by any of them on the basis of actual cost replacement.
3. All homeowners and occupants must register at the office.
4. While on vacation or extended absence, i.e., going away for one week or more, homeowners should notify the park owner of departure and return dates.
5. Homeowner shall see that no persons shall be permitted on homeowner's lot during his absence without express written permission from the homeowner.

**B. Additional Agreement**

1. Any guest or occupant who moves into and resides in an already occupied home for a period in excess of thirty (30) days cumulative in any given year, shall be subject to the approval of the park owner. For this purpose, the park owner may request character and financial references and, at his discretion, may require said party to execute a lease agreement and/or acknowledgement of these rules, as amended.
2. Other than children born to the homeowner during the term of the lease agreement, the persons occupying the rental premises shall be only those listed in the application for lot rental, unless specific written authorization is granted by the park owner.

**C. Enforcement**

1. Any violation of a provision of this Section VIII which is not corrected within thirty (30) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.

**IX. SALE AND REMOVAL OF MANUFACTURED HOME**

**A. Sale**

1. The homeowner shall notify the park owner in writing of his intentions to sell his manufactured home before placing a "For Sale" sign thereon.
2. Homeowner may sell their manufactured home in place for occupancy by adults only in the adult sections, or families with the permitted number of children elsewhere, subject to prior notification to the park owner, which approval shall not unreasonably be withheld. The homeowner must have written consent from the park owner before closing a sale with a prospective buyer.
3. The homeowner shall permit the park owner to inspect the manufactured home, including all structures appurtenant thereto, to determine whether or not the manufactured home is safe and sanitary and in conformance with aesthetic standards will permit the manufactured home to remain in the park upon resale. Said inspection shall be made within ten (10) days of the park owners' receipt of written notice as provided in paragraph I above.

4. The Park owner shall notify the homeowner of the results of the inspection in writing within five (5) days of the inspection. The Park owner may require that certain exterior repairs, modifications, or changes be made to make such manufactured homes safe, sanitary, and in compliance with aesthetic standards as a pre-condition to allow the manufactured home to remain in the park upon resale. The Park owner shall furnish the homeowner with a written list of all necessary repairs, modifications, and changes within five (5) days of the inspection.
5. The homeowner shall have any potential buyer who wishes to have the manufactured home remain in the park after resale, meet the park owner to complete an application for lot rental furnished by the park owner. Park owner shall either approve or disapprove the application and shall notify the applicant of its decision. If approved, the applicant shall review and accept the rules prior to taking occupancy of the manufactured home. In addition, any repairs, modifications, or changes shall be completed to the park owner's satisfaction prior to occupancy.
6. Park Owner will require character and financial references from any prospective buyer prior to approval.
7. Any buyer and his household shall meet the current rules and regulations of the park as amended.
8. Homeowners may not assign, sublet, rent, lease or permit anyone to use or occupy any manufactured home without the written consent of the park owner which consent may be withheld for any reason.
9. 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. Prior to any sale, however, park owner may agree to permit a buyer to make specified repairs following purchase of a home.

**B. Removal**

1. All manufactured home charges for space, utilities and taxes shall be paid in full before moving or selling manufactured home.
2. Homeowners shall give thirty (30) days' notice to the park owner before vacating the site.
3. The space must be left clean, or a reasonable cleaning charge will be made.
4. Any homeowner or towing company must have a city tax receipt and a letter from the park owner releasing a manufactured home before the home can be removed from the park property.

**C. Enforcement**

1. Any violation of a provision of this Section IX which is not corrected within thirty (30) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.

**X. PROHIBITED USES AND ACTIVITIES**

**A. Uses and Activities**

1. The space leased is to be used only for private manufactured home resident purposes by the legal homeowner of the home.
2. No commercial business or other activity not specifically permitted shall be conducted in the park nor shall "auction", "moving", "garage sale", or "yard sale" be permitted.
3. Homeowners further agree not to use the manufactured home site in any manner that will increase the risks of or rate of insurance or cause cancellation of any insurance policy covering the park.
4. The soliciting or peddling of sales, goods, or services within the park premises is prohibited. This rule shall not be constructed to prevent any person or company from selling or delivering or otherwise supplying or

servicing any homeowner with his or its goods or services or make any charge or request any fee for such activities.

5. Tampering with park fuses, electric service connections or other utilities is strictly forbidden. Please contact the park owner in case of trouble.
6. There shall be no littering anywhere in the park including the homeowner's lot site.

**B. Enforcement**

1. Any violation of a provision of this Section X which is not corrected within twenty (20) days of the delivery in hand or receipt by certified mail, return receipt requested, of notice of such violation from the park owner to the homeowner shall entitle the park owner to evict the homeowner after sixty (60) days from the homeowner's receipt of the aforesaid notice.

**XI. RENTAL**

- A. All rents and additional charges set forth in paragraph A through E are due and payable at the first of each month.
- B. All rents not received by the fifth (5<sup>th</sup>) of each month shall be subject to a Seventy-five dollar (\$75.00) per month late fee.
- C. There is a twenty-five-dollar (\$25.00) fee for all returned checks for any reason in addition to applicable late fees.
- D. Cable television, where available, is an option which any homeowner can elect to use or discontinue. Homeowners are responsible for paying cable television charges to the Cable Company.

**E. Additional Rent**

1. All charges set forth herein, including but not limited to those set forth in Article 1, Building and Appurtenances: Article II, Site Maintenance, Article III, Motor Vehicles, Article V, Animals, Article VI, Signs, Article VIII, Homeowners, Manufactured Home Occupants and Guests, Article IX, Sale and Removal of Manufactured Home, Article XI, Rental, shall be deemed rental due and payable as set forth above. Failure to pay shall be deemed a failure to pay rent under N.S. RSA Chapter 205-A. Rent paid by any person other than a registered homeowner on behalf of the homeowner shall not be deemed to create a tenancy by said payer.

**F. Governmental Fees, Assessments and Required Improvements (Pass-through Charges)**

1. Homeowners shall be responsible for payment of their proportionate share of the necessary and actual direct costs and impact or hookup fees for any governmentally mandated capital improvement including the necessary and actual direct costs and impact, or hookup fees incurred for capital improvements required for public utilities.
2. The Park owner may also pass on to the homeowners on a prorata basis any increase in ad valorem property taxes and utility charges.
3. "Pro-rata basis" and "proportionate share" mean that percentage derived by dividing the number of manufactured home spaces leases by a resident by the total number of rented manufactured home spaces on January 1<sup>st</sup> of the year the expense is incurred.
4. Pass-through charges and ad valorem tax utility charge increases may be assessed more often than annually and may be assessed even during the initial term of any lease.
5. All pass-through charges, ad valorem tax increases and utility increases assessed against a homeowner are due and payable sixty (60) days from the date of notice of the assessment.

**G. Enforcement**

1. Any failure to pay rent, additional rent, utility charges or incidental service charges shall entitle the park owner to evict the homeowner after thirty (30) days from homeowner's receipt of a written notice by delivery of said notice in hand or mailing certified mail, return receipt requested, to quit, unless prior to the expiration of the notice to quit, homeowner shall pay all charges due plus fifteen dollars (\$15.00) liquidated damages.

## **XII. MANUFACTURED HOME PROPERTY TAXES**

### **A. Inventories**

1. All inventories on property as required by the City/Town shall be filed by the homeowner. Any penalties for failure to so file shall be the responsibility of the homeowner.

### **B. Property Taxes**

1. Homeowners agree to pay all taxes accruing to the city/Town when due and shall upon request by park owner, produce a receipt for said paid taxes.

### **C. Notification**

1. Upon notification to park owner by the Tax Collector of the City/Town that any homeowner is behind in taxes assessed against the homeowner's manufactured home the 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 no response is forthcoming within fifteen (15) days and/or if after the response by the homeowner, the taxes are still unpaid after a promised to pay date has passed, the park owner will proceed under New Hampshire law.

### **D. Violations**

1. No manufactured home may be sold or removed from the park until such taxes are paid and park owner shall be entitled to the benefit of any liens created by law for taxes paid by park owner due to default by homeowner. (RSA 73:16-A) (RSA 76:13)

### **E. Enforcement**

1. Subject to park owner's lien, any failure to pay taxes shall entitle park owners to evict the homeowner upon notice required by law, unless the homeowner pays said taxes, interest and penalties within the time period required by law. (RSA 73:16) (RSA 73:16)

## **XIII. LIABILITY**

- A.** Park owner shall not be liable for liability of debt or damage claimed for injury to persons, including homeowner and their guests or invitees or licenses, or for property damage from any cause which is the responsibility of the homeowner hereunder or by law related to homeowner occupancy of the lot. Homeowners hereby covenant and agree to indemnify park owner and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or obligations because of or arising out of such injuries, damage, or losses. Park owner shall not be liable for any damages on or about said lot, occasioned by homeowner's failure to keep the lot premises in repair, and 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, below, upon or about said lot or park premises, nor from any damage occasioned by water, snow, ice coming through or being upon the lot or park premises nor any damage arising from the acts of neglect of co-residents, or other occupants of the manufactured home park or of any homeowners, residents, occupants or owners 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 caused by reasonable wear and tear or caused by their improper use thereof. Nothing herein shall be deemed to release the park owner from any gross negligence.

- B. Park Owner shall not be liable for any loss or damage suffered by its inability to deliver possession of the space at the beginning of the lease term. Park Owner may, at his option assign another space, is available, for homeowner's use. This refers to new sales only.
- C. Except for gross negligence of the park owner, homeowners hereby release park owner from any responsibility for any injuries or damages that may be caused by the reentering and taking of possession by park owner under conditions of these rules and regulations.
- D. 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.

**XIV. ADMINISTRATION**

- A. 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.
- B. If the park owner employs an attorney to enforce any of the rules hereof or to regain possession of said space, homeowners shall pay to park owner his actual attorney's fees and expenses, whether or not suit is filed or suit proceeds to judgement. Homeowners further agree to pay the park owner's actual attorney's fees and expenses incurred in park owners attempting to enforce this agreement which is not satisfied within ten (10) days from the date of entry of judgement.
- C. Any breach of the aforementioned rules and regulations shall be construed as a breach of terms of residency.

**D. Permission**

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

**XV. NOTICE**

- A. Whenever any notice is required to be given or delivered under the provisions herein, or by law, it shall not mean personal service, but 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 served upon the other, change its mailing address.

**XVI. OCCUPANCY**

- A. The homeowner's occupation and use of 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. The homeowner acknowledges that they have read and hereby agree to all terms and conditions of the park owner's rules, regulations and covenants. Homeowners understand that any breach of the agreement shall be subject to liability for damages, including attorney's fees.
- B. 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 representative) 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. Any such entry or inspection shall be made at reasonable times and inspections of the inside of a manufactured home shall be only with permission of the homeowner, except 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 the home, homeowners hereby consent to park owner's entry into the home and hold park owner harmless for any damages caused thereby.

**XVII. TERMINATION OF OCCUPANCY/SEPARABILITY**

**A.** In accordance with the time periods herein before set forth, 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 or limitations:

1. Non-payment of rent, additional rent, taxes, utility charges or reasonable incidental service charges or pass-through charges.
2. Any change in the ownership or principal occupants of a home or any rental or sub-lease of a home.
3. Violation of the Park Rules and Regulations or breach of any terms of the lease agreement.
4. Creation of a health and safety nuisance.
5. Failure to comply with local ordinances or state or federal law regulations relating to manufactured homes of manufactured home parks.
6. Damage by the homeowner to the lot site leased to homeowner, reasonable wear and tear excepted.
7. Repeated conduct by the 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.
8. Any other permissible reason for eviction recognized by law.

**B.** Nothing contained in these rules and regulations is intended to be nor should be interpreted as being contrary to New Hampshire Revised Statutes Annotated Chapter 205-A. 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.

**XVIII. 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 not be deemed a waiver of any other rule or right unless specified individual or individuals be deemed a waiver for any unspecified individuals.

**XIX. AMENDMENTS**

Amendments to the regulation may be made at any time by the park owner, 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.

Homeowner Signature: \_\_\_\_\_ Homeowner Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Barrington Estates MHP LLC

Park Owner/ Manager: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_