

# **KINGSTOWNE MOBILE HOME PARK**

**RULES, REGULATIONS AND LEASE AGREEMENT**

IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES OF THIS PARK TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE PARK AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS PARK, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS PARK. YOU MUST NOTIFY THE PARK IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.

Initial when Reviewed

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Resident Manager

RULES, REGULATIONS AND LEASE AGREEMENT  
FOR KINGSTOWNE MOBILE HOME PARK  
EFFECTIVE May 15, 2004

PREAMBLE:

The purpose of the rules, regulations and lease agreement is to ensure a peaceful co-existence between residents with the rights and responsibilities of both residents and management being clearly defined.

1. RENT AND OCCUPANCY

(a) Kings Towne Mobile Home Park is a park for individuals fifty-five (55) years of age or older.

(b) Lot rent is due on the first day of each month. Any rent not received by the fifth of the month at the close of business, TIME BEING OF THE ESSENCE, will be levied a late charge of \$35.00. Rent checks should be made payable to KingsTowne Mobile Home Park and dropped at the office during normal business hours, or mailed to Park Manager, KingsTowne (Office), 1-A Parkwood Dr., Allenstown, N.H., 03275. You are still responsible for getting your rent to the office by the 5<sup>th</sup> of the month to avoid a late fee even if your invoice is late getting to you. DO NOT LEAVE CASH IN THE DROP BOX.

(c) Basic rent and services provided are for two people. No more than two persons per bedroom may reside in any home. Residents are responsible for the behavior of their guests within the Park.

(d) All residents of any home must be named in, and sign these Rules and Regulations and Lease Form. Park management may request all residents to update the lease agreement from time to time. All requests for updates must be completed within in ten (10) days, TIME BEING OF THE ESSENCE. Failure to comply with this rule is cause for eviction.

(d) All units shall be owner occupied. There will be no subletting, leasing or renting of homes, unless it is approved in advance (in writing) by management, which approval may be withheld for any reason satisfactory to Park management.

(e) Residents whose checks for rent are returned due to insufficient funds will be charged a fee of \$25.00 per check. After three checks have been returned within any two (2) year calendar period, without written notice and at the option of the management, management may require payment in the form of Bank checks, money orders, or other good funds acceptable to the Bank.

Initial when Reviewed

Resident	Manager

(f) If you know that you will be unable to pay your monthly rent by the 5th day after it is due, notify the Park management and a payment plan or other satisfactory arrangements may be worked out (late charges will still apply). If you have received a demand for rent and/or a notice to quit and the quit date has expired, then you must pay your rent in person to the Park Manager who may elect not to accept and receive such rent. If you do not pay on time and do not give notification, the following procedure may occur:

(i) Sometime after five (5) days, you will receive a written notice and eviction proceedings will be brought to have your mobile home removed from the Park if you do not make arrangements to pay what you owe, including all charges and fees, within thirty days.

(ii) Pursuant to RSA 205-A:4 (I) liquidated damages in the amount of \$15.00 will be added to any arrears of rent upon service of a notice to quit. You must pay these damages at the time you cure your arrearage or the Park will proceed with eviction unless you receive notice in writing to the contrary from Park management.

(iii) If you request one, you will have a court hearing where the management will ask for a ruling to have your home removed from the Park.

## 2. JUST CAUSES FOR EVICTION - (Consult RSA 205-A:4 for the full text)

(a) Failure to follow reasonable Park rules. You must be given a sixty day notice. You must have received a written notice or your failure to follow Park rules previously and you continued to break the rule.

(b) Repeated disturbances. If you continually disturb the peace and quiet of other residents, you will be evicted with a sixty day notice.

(c) Damage to Park property. If you damage the property of the Park, you will be evicted with a sixty day notice and the Park will seek restitution for costs of said damage.

(d) Repeated violations of laws. If you repeatedly violate Federal, State or local laws concerning manufactures housing, you will be evicted with a sixty-day notice.

(e) Condemnation or change of use of the Park.

(f) Other. Any other reason permitted by NH RSA 205-A or the rules of the Park as hereafter amended after appropriate notice.

Initial when Reviewed

Resident	Manager

3. MOBILE HOME SET UP

(a) At least five (5) days before delivering a home to the Park resident or resident's seller must arrange delivery with the Park. Upon the scheduled delivery date, resident or resident's seller must report to the office before proceeding to the lot. Park employees **MUST** accompany the home to the lot to direct and approve the location of the home on the lot.

(b) Complete skirting is required within thirty (30) days of occupancy, weather permitting. Skirting must match the exterior siding of a home in material and color. Exceptions must be approved in writing by management.

(c) All mobile homes must have a minimum 4' x 4' deck with steps and handrails at each entrance. All steps and decks must be built using pressure treated lumber, brick or other suitable material satisfactory to the Park. If wood is used, decks and steps must be sealed or stained in reasonably compatible colors, not painted. Approval of management on materials and colors must be received prior to construction which approval will not be unreasonably withheld.

4. SELLING OF MOBILE HOME

(a) Resident must give written notice of thirty (30) days before vacating the Park and must provide manager with a forwarding address.

(b) Management must have an opportunity to inspect the exterior and major systems/hookups for resident homes before they are offered for sale. Homes not meeting Park standards must be removed from the Park except as prohibited by N.H. RSA 205-A.

(c) Management reserves the right to approve any potential occupant or potential mobile home buyer intending to move into the Park and occupy a home purchased within the Park. Any request for approval of a new resident must be accompanied by an application fee of \$40.00. All potential residents shall be required to undergo a credit check, a criminal background check and may be asked to provide up to three references. **ANY RESIDENT OR RESIDENT'S AGENT WHO SELLS A MOBILE HOME IN THE PARK TO A PURCHASER WHO HAS NOT BEEN APPROVED IN ADVANCE OF THE SALE AS A NEW RESIDENT IN KINGSTOWNE MOBILE HOME PARK WILL BE LIABLE TO THE PURCHASER FOR DAMAGES AND THE COST OF MOVING THE HOME FROM THE PARK.**

Initial when Reviewed

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Resident	Manager

(d) All property taxes owed by resident must be paid when their mobile home is sold. Deeds will not be signed by the Park unless all property taxes and any amounts due to Park are paid in full. Management may also impose other reasonable conditions on sale if home does not comply with Park rules or building/housing codes in accordance with RSA 205-A.

5. MOBILE HOME STANDARDS

(a) No new or used mobile home will be permitted to enter the Park or be sold and remain in the Park unless it meets U.L. or B.O.C.A. standards.

(b) No home that is more than 5 years old or less than 720 square feet in area will be allowed to enter the Park. Management reserves the right to refuse to allow any home to enter the Park or remain after it is sold, based on management's assessment of its safety and condition or other factors in accordance with NH RSA 205-A:2, III. The exterior of all homes must be kept clean and maintained in good repair.

(c) All homeowners shall carry insurance on their homes in accordance with the laws of Epsom and the State of New Hampshire. The Park is not responsible for damage, injury or loss by accident, theft or fire to residents or their guests. Residents are responsible for the safety, protection and security of the resident, a resident's personal property, guests and their personal property. Residents insurance must cover clean up cost relating to oil spillage from any tank on the lot or removal of a home if damaged beyond repair by fire or other cause. The Park will require proof and adequacy of such insurance.

(d) Any home brought into the Park or located within the Park must meet safety standards including all Town ordinances on safety, which may include installation of smoke detectors, yearly cleaning of wood stoves and chimneys, proper installation of all electrical connections, cables and wires, propane tanks and oil barrels. We encourage all residents to have fire extinguishers, and keep smoke detectors in good working order.

(e) Additions, screen porches and three season rooms may be allowed if approval is sought in advance and all applicable permits are obtained, building/zoning requirements are met and reasonable insurance is provided. Colors and materials should be reasonably compatible with the resident's home. An application for an addition, screen porch, three season room or the like will be considered upon submission of a drawing showing the resident's planned improvement and including a description of the colors and materials selected. If the Park approves the proposal, no construction shall begin until an insurance binder and all applicable permits have been provided to, reviewed by and accepted by the Park Manager. All decisions regarding additions, screen porches, three season rooms and the like will be rendered in the sole and absolute discretion of the Park Manager.

Initial when Reviewed

Resident	Manager

(f) All homes should have their house number displayed in a prominent place so that it may be viewed from the street. The Park prefers to see numbers at least four (4) inches in height and contrasting with the exterior of the home.

6. LOT STANDARDS AND MAINTENANCE

(a) Lawns must be kept mowed and free of weeds and debris. Care of individual spaces is resident's responsibility including snow plowing of driveways and walks, lawn care, reseeding of bare spots, etc. Management makes no warranties about the condition of lawns on any lot. NO RESIDENT SHALL PLOW SNOW INTO THE STREET.

(b) Spaces and yards not properly cared for may be maintained by the Park without liability and the resident charged accordingly after 30 days notice. If you will be on an extended absence from your home, notify management.

(c) No open storage of any kind (for example, children's toys, bicycles, lawn furniture or other items of any kind) will be permitted around the exterior of the mobile home or anywhere on the lot. All wood for burning in residents' homes must be stacked neatly at rear of homes.

(d) Trash removal is the responsibility of the resident. All garbage and refuse material must be kept in non-shreddable containers, covered by a lid secured tightly in place, and located toward rear of home. Trash containers are to be brought out to the street on collection days if resident chooses to contract for home collection. NO TRASH BAGS, CONTAINERS ONLY. Empty barrels are to be removed the same day after collection. If cans are still at the road the day following pickup, the Park will return them and a \$5.00 fee will be charged to the resident. There will be a \$15.00 per day charge for any trash, etc. that is left on the side of the street over the weekend (Friday-Monday).

(e) Burning and dumping of leaves, trash or other refuse on any lot is strictly prohibited.

(f) Residents may not plant, trim or remove trees from or on any lot without permission for management in writing, and the person doing the work must carry adequate liability insurance.

(g) Heat tapes must be installed on exterior plumbing no later than October 15th. Means other than heat tapes require Park approval. Heat tapes must cover all exposed piping even to the bottom of the meter. Residents will be required to pay full cost of repairs for any damage to the water system or other Park property resulting from non-compliance with this rule. Such repair cost will be treated as rent, due upon notice to the resident and non-payment shall be grounds for eviction. If shut off in barrel is frozen during winter, it is resident's responsibility.

Initial when Reviewed

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Resident	Manager

(h) Installation of propane tanks and oil barrels must be to Town and State code. They must be installed above ground at the back of the home (unless the service provider or lot configuration dictate otherwise), and in good and safe condition. Any fuel tank must be horizontal and minimum of 12 gauge, placed on a cement pad which pad must be minimum of 4" thick and 4' x 8'. The tank must be painted to match color of house within thirty (30) days.

(i) N.H. RSA 205-A: 2, II allows the Park to restrict the nature, size and number of "For Sale" signs posted on or in homes, and not on or in lot spaces, as follows:

1 - All signs must be registered with management in advance of posting and no more than two (2) signs may be posted in or on any home;

2 - Signs are to be 216 square inches or less in size;

3 - No print on surface of sign other than "For Sale" and one telephone number along with the name, address and telephone number of the seller or of seller's agent is to be displayed.

4-Signs are to be displayed pursuant to bona fide efforts to sell the home and must be removed once the home is no longer for sale.

(j) Certain types of fences may be allowed. An application for installation of fencing will be considered upon submission of a drawing showing the resident's planned improvement and including a description of the materials selected. All decisions regarding fence installation will be rendered in the sole and absolute discretion of the Park Manager.

(k) One shed or similar outbuildings no larger than 10' x 10' (or 100 square feet) are allowed towards the back of the home, with the approval of management. Sheds must be built to an approved standard, painted within 30 days with a 10 foot maximum height at the peak. Sheds may be constructed of wood or vinyl and the color should be compatible with the home.

(l) Clotheslines are allowed only at the back of the home unless the lot configuration does not allow for a placement in the rear.

(m) Dog houses or kennels are not permitted.

Initial when Reviewed

Resident	Manager

(n) Satellite dishes of no more than an 18 inch diameter or otherwise in compliance with and FCC regulation are allowed with the location and manner of installation to be approved in advance by management.

(o) Screen tents on houses are allowed during the summer season only, and must be removed during the off season. A platform may be erected with written approval of management.

(p) Any alterations, installations, additions or construction on lots must be approved in advance in writing by management, including replacement or enlargement of any existing driveway and the installation of air conditioners, wading pools, swing sets, trampolines, sandboxes etc. Annual and perennial plantings are excluded from application of this rule. The Park may require proof of liability insurance for any such alteration, addition or additional structure or property.

(q) No rocks, shrubs, plants, planters, etc... shall be placed by any resident within fifteen (15) feet of the edge of road. Any violations will be removed at resident expense.

(r) All children's toys, lawn furniture etc... must be kept in shed when not in use except as provided in Section 6(s) herein below.

(s) Without limitation no other structure or item will be allowed on the lot, including swimming pools, wading pools, swing sets, trampolines or basketball hoops without express written approval of management which approval may be withheld in the sole and absolute discretion of the Park. In the event that larger items such as lawn furniture and larger childrens' toys can be maintained on the lot while not visible from the street, these items need not be stored inside every evening as long as they are neatly ordered behind the home. All yards which can be viewed from the street should be cleared of children's toys and other items each evening.

(t) No commercial activity or business is to be conducted from any lot in the Park. The lots are restricted to residential use only.

## 7. TAXES

(a) Taxes are the responsibility of the mobile home owner. They are due and payable to the Town of Epsom twice per year. Non-payment of these taxes will be cause for removal of resident's home from the Park.

Initial when Reviewed

Resident	Manager

(b) In the event the Park is required to pay a resident's property taxes, the Park will immediately place a lien on the home and resident will be billed for all related costs.

#### 8. UTILITIES

(a) The water and sewage system is maintained by KingsTowne Mobile Home Park. There will not be, under any circumstances, any table waste, grease, garbage or other material put into the toilet or sink that could cause stoppage of the septic system so as to endanger the health and welfare of the residents and neighbors. If the system is "stopped" in the above manner and the resident responsible can be identified, the resident will be charged for the cost of the repairs.

(b) Water is an extremely valuable commodity. Please conserve for both you and your neighbors. Use all the water you need but do not waste it. You are not to run the water to keep pipes from freezing in the winter for the line to the septic will freeze. Use your heat tapes at all times. Water may be used during the summer months for watering of lawns, flowers, car washing, etc. between 6:00 am and 9:00 am and again in the evening during the hours between 6:00 pm and 9:00 pm every other day, watch for notice to be posted in the recreation hall. Never leave sprinklers running unless you are with them.

(c) Plumbing is to be kept in good condition and repair. Leaks are to be repaired immediately. If a substantial leak exists, the Park Manager reserves the right to shut-off the water supply to a home whenever such action is deemed to be in the best interest of the park.

(d) Heat tapes must be installed on exterior plumbing no later than October 15<sup>th</sup>. Means other than heat tapes require Park approval. Heat tapes must cover all exposed piping even to the bottom of the meter. Residents will be required to pay full cost of repairs for any damage to the water system or other park property resulting from non-compliance with this rule. Such repair costs will be treated as rent, due upon notice to the resident and non-payment shall be grounds for eviction. If shut off in barrel is frozen during winter, it is the resident's responsibility.

(e) Management will be responsible for the maintenance and repair of the electrical lines and repairs up to the shut off box. Resident will be responsible for all hookup and service between the shut off and the home.

Initial when Reviewed

Resident	Manager

9. VEHICLES

(a) All vehicles in the Park (residents and their guests) must be maintained and operated in compliance with all State laws, and operated in a responsible manner. No speeding (limit 15 MPH), squealing of tires or joyriding. All vehicles must observe a reasonable noise level.

(b) No more than two vehicles may be kept at any lot without written permission from management. If space at the resident's lot permits, a resident may request parking for a third vehicle; provided, however, that either a third paved space exists or, in the alternative, the resident is willing to defray the cost of paving a third space. Such permission may be refused if space or other considerations do not permit locating a third space in a manner satisfactory to the Park at the lot, all such determinations to be made in the sole and absolute discretion of the Park. All requests for parking of a third vehicle must be made in writing to the Park Manager. The Park Manager must review and approve the location and configuration of the paved spaces.

(c) No unlicensed, uninsured or uninspected vehicles will be allowed in the Park. Unlicensed, unregistered, uninsured or uninspected vehicles will be towed at owner's expense, if a vehicle is inoperable, the owner has thirty (30) days to remove it from the lot. NO vehicle repairs are to be done on the lots. No oil changes or brake jobs shall be done at a resident's lot or in Park. Residents should also not service boats or boat engines on their lot.

(d) Vehicles should be parked in the PAVED spaces provided for each lot. There will be no obstruction of driveways or roadways and NO Parking on lawns. NO PARKING ON THE STREET AT ANYTIME, CARS WILL BE TOWED AT OWNERS EXPENSE. Reasonable and temporary exceptions to the rule prohibiting on street parking may be agreed to by Park management, at the Park's sole discretion, for such matters as residents' association meetings, guests (non-overnight guests), or other exigent circumstances. Residents must seek prior approval of the management prior to parking in the street. All overnight guests must use the guest parking area. No exceptions.

(e) All off road vehicles (snowmobiles, dirt bikes, ATV's, boats and trailers etc.) must be stored in the storage area or out of the Park. They are not allowed to be operated within the boundaries of the Park or any adjacent property owned by KingsTowne Mobile Home Park.

(f) Residents are responsible for their guests' vehicles, which must adhere to the above rules as well.

Initial when Reviewed

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Resident	Manager

10. PETS

(a) No pet will be permitted without the initial consent of Management. All pets must be immunized, licensed and registered with the Park office. Any resident concealing pets will be evicted.

(b) Households are restricted to two domestic pets (a maximum of one dog and one cat). Dogs that weigh more than twenty-five (25) pounds when mature will not be allowed. Dogs weighing more than twenty-five (25) pounds that were registered with the Park office prior to June 19, 1995 will be allowed to stay. These rules will not apply to "help animals" for bona fide physical disabilities (such as seeing eye dogs).

(c) Pets are restricted to residents' lots or on a leash, and are not allowed to run loose day or night. Lots are to be kept free from pet debris and waste. Repeated barking or other loud noises which disturb the peace of other residents shall not be allowed. Noisy or unruly pets or those that cause complaints will not be allowed to remain in the Park.

(d) Residents must carry sufficient liability insurance to cover any liability from their pets' actions. Proof of insurance must be provided to the Park manager.

(e) Dogs must not be left outside or unattended in fenced-in areas.

(f) Non-compliance with any part of the above will incur a penalty of \$10.00 per month for each violation of these rules after a thirty (30) day notice.

11. COMMON AREAS

(a) Residents should assist management to keep all public areas of the Park clean and trash free.

(b) No open fires are allowed in any areas of the Park.

(c) The Park provides a compound area for parking/storage of boats, RVs, ATVs and other items which can not be stored on your lot (excepting additional automobiles in excess of two per lot which must be stored offsite).

12. GENERAL PARK POLICY

(a) No peddling or soliciting will be allowed in the Park without the written approval of the management in advance which consent may be withheld in sole discretion of management.

(b) All cases of communicable disease, including that of pets, must be reported to health authorities.

Initial when Reviewed

Resident	Manager

(c) Yard sales must be approved by the management in writing. If yard sale signs are not removed, management will do so and charge resident a \$5.00 fee.

(d) The management will not be responsible for any interruption of services or damage caused by conditions beyond its control.

(e) Any and all complaints about management or Park rules must be submitted in writing, signed by complainant and delivered to management. Management shall be entitled to bring eviction for non-compliance with these rules upon verbal or written complaints. Written complaints about rules violations, management or any other matter concerning your tenancy may be addressed to the Park Manager at the office located at 1-A Parkwood Drive, Allenstown, NH, 03275.

(f) No delay or neglect in enforcing any of the Park rules by management shall operate or be deemed as a waiver of any provision thereof nor be deemed consent by the Park to such conduct or condition which violates the rules.

(g) No waiver of any of the rules, whether by action or inaction on behalf of Park management, shall be effective unless in writing and signed by Park Manager. No waiver of any rule in any case shall be deemed to constitute a future waiver of the same rule.

(h) To the extent that any of the above rules affect any rights, property, fixtures or pets alleged to be "grandfathered" under RSA 205-A:2, VIII(d), all such rights property, fixtures and pets shall be governed by the provisions of RSA 205-A. It shall be the burden of the resident to show that the rights, property, fixtures or pets are in fact grandfathered or that such rights and or right to use such property or fixtures or to keep such pet has not been abandoned. For the purposes of these rules, any grandfathered right or grandfathered right to use any personal property, fixture or to keep any pet which has been abandoned by the resident shall be deemed extinguished if such right or right to use such property, fixture or to keep such pet has not been exercised in any six (6) month calendar period.

Initial when Reviewed

Resident	Manager

(i) No one other than the Park Manager has the authority to make any exceptions to these rules nor to give any approvals required to be sought by the residents herein and all of such exceptions or approvals will only be effective upon being placed in writing. As of the date of this document, Robin Richards is the Park Manager. The office of the Park and the Manager is located at 1-A Parkwood Drive, Allenstown, NH, 03275.

(j) Residents shall not harass, intimidate or otherwise interfere with any of the Park employees in the course of their duties within the Park. Residents shall not interfere with any other resident's quiet enjoyment of the resident's tenancy.

(k) Management reserves the right to amend, alter or change any of these rules and regulations at any time and in accordance with RSA 205-A and upon a 90 day written notice to all residents such alterations, amendments and changes shall become enforceable as to all residents to the extent allowed by law.

(l) If any term, provision, covenant or condition of these rules regulation and lease agreement is held by a court of competent jurisdiction to be unreasonable, invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

MANAGEMENT: \_\_\_\_\_

RESIDENT (S) : \_\_\_\_\_

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Initial when Reviewed

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Resident	Manager