

# **Community Rules**

Heron Point Estates Cooperative, Inc

A Resident-Owned  
Community

**Owned and operated by: Heron Point Estates  
Cooperative, Inc**

## **Introduction**

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

***The Board of Directors***

**IMPORTANT NOTICE REQUIRED BY LAW**

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

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

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

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

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

**COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED, RSA 205-A, MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, 33 CAPITOL STREET, CONCORD, NEW HAMPSHIRE 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.**

## **I. GENERAL RESPONSIBILITIES**

- 1) The cooperative is responsible for:
  - All underground utilities
  - Snowplowing of roads
  - Maintenance of roads and common areas
  - Trees
  - Water and sewer fees from the town of Newmarket measured at the master meter
  - Enforcement of the community rules
  
- 2) The homeowner is responsible for:
  - Hooking up the home to utilities and maintaining connections
  - Individually metered water and sewer fees from the town of Newmarket
  - Upkeep of their lot, including but not limited to trash removal
  - The care, maintenance and snow removal of their own walk-ways and driveways.
  - Obeying community rules
  - Payment of lot rent on time
  - Prominently displaying the street number on the front of the home for emergency location (911)
  - All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the co-op.
  
- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are required to carry homeowner's insurance.
  
- 4) The speed limit in the community is Fifteen (15) MPH.
  
- 5) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly prohibited. This is a life safety issue!

## **II. OCCUPANCY**

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Cooperative's bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of adults allowed per home is 4. Homeowners may request an exception to this rule through the Board of Directors for a hardship exception.

- 2) All lot rents are due on the first (1<sup>st</sup>) day of the month. There is a twenty (\$20.00) dollar late charge for rent received the seventh (7<sup>th</sup>) day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed \$5.00 over the current bank fees per check. No re-deposits will be made.
- 3) Non-members will pay \$100 dollars above the prevailing member lot rent.
- 4) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 days additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement of join the cooperative as a condition of allowing the home to remain in the community.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

If the Cooperative is owed money by the resident, the Board of Directors will sign a deed (within 15 days as required by RSA 477:44), as requested but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien (pursuant to 205-A:4-a) on the resident's home for those amounts due and owing the Cooperative. The deed should only be recorded upon payment to the Cooperative of all outstanding balances due to the Cooperative, if not the Buyer will be on notice of the lien and the Cooperative may collect it against the home despite the transfer.

The following shall apply in all situations where Fannie Mae or USDA-Rural Development holds or guarantees an Eligible Loan on a home in this cooperative:

- Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as defined by RSA 205-A:4-a), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

- Notwithstanding rights of the Cooperative under RSA 205-A:4-a or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Cooperative Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Cooperative's lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Cooperative shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.
- a) For sales of homes:
    - i) The letter will contain the agent's name, telephone number, and address;
    - ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement;
    - iii) If the homeowner desires an inspection of the lot as a contingency of the sale, it must be done in compliance with RSA 205:A-2:f.
  - b) For removal of homes:
    - i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;
    - ii) A copy of the permit to remove is given to the Board of Directors prior to removal;
    - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
  - c) For homes to be moved in:
    - i) The Board of Directors requires written approval of all new and used homes prior to delivery;
    - ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community;
    - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority;
    - iv) All work must meet the minimum standards set by the State of NH Manufactured Housing Installation Standards Board, RSA 205 D:20, part 603.
- 5) Only those in-home businesses that do not create additional traffic, noise, or odor or the unreasonable use of water, sewer to the community are allowed.
  - 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time,

the standard method is by heat tape. If using heat tapes, the homeowner is required to inspect and plug them in each year in the fall. The cooperative reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the co-op's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

- 7) Notify the Board of Directors if there are any additions of occupants in your home that exceeds thirty (30) days. In all cases, the total number of occupants shall not exceed the Cooperative's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult Occupant must meet the co-op's Criminal Background Criteria.
- 8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this community is prohibited and may be cause for immediate eviction and/or expulsion.
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 8 AM, with the exception of snow removal.
- 12) The Homeowner owns and is responsible for all repairs and maintenance of any Above ground fuel-Storage Tank (AST) on Member's lot. All ASTs shall be in compliance with the National Fire Protection Association Chapter 31, State Fire Code and the Best Management Practices as published by the New Hampshire Department of Environmental Services (DES) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Cooperative Board of Directors may be replaced by the Cooperative at the expense of the homeowner and such expenses may be collected and assessed in the same manner as rents under RSA 205-A:4-a. Screening the tank from view is required and should be constructed according to rules set forth in Section III: Buildings and Structures, Number 5.

### **III. BUILDINGS AND STRUCTURES**

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted or stained and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side and in accordance with the town's building code.
- 4) Only one utility building is allowed unless approved by Board of Directors. Metal buildings are not permitted. Any new structure is to comply to the following standards:
  - a) may not exceed 144 square feet or 12x12 without Board approval
  - b) roof is pitched
  - c) doors and windows stay in good repair and are able to be closed
- 5) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request. The Board of Directors will render a decision whether or not to approve a structure within 10 business days of detailed request. Said structures are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 6) Pools, hot tubs and trampolines are strictly prohibited with the exception of kiddie pools. Kiddie pools are defined as hard plastic pools no deeper than 12 inches and no wider than 4 feet in diameter. All pools must be emptied nightly.
- 7) Commercial signs are not allowed.

### **IV. SITES**



- 1) Freestanding clotheslines are permitted in back yards only. Runners are permitted with Board approval.
- 2) Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. Leaves are to be raked and removed in a timely fashion. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted. Permanent fireplaces and barbecue pits are permitted with Board approval. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be no higher than four (4) feet. Perimeter fences are not allowed. All fences must be approved by the Board of Directors. Said approval of the fence may be revoked at any time by the Board of Directors, in the sole discretion of the Board of Directors.
- 7) The use of the lot by the homeowner will not interfere with the cooperative's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! DIGSAFE regulations apply.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees and shrubs is required.
- 9) Vegetable gardens may not exceed 64 square feet or an 8x8 area.

## V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. Vehicle repair or fluid changing is to be performed in an ecologically sound manner and fluids are to be disposed of in accordance with NH Department of Environmental Services standards. Tire changes and minor actions such as adding windshield fluid are permitted.

- 2). Parking spaces will be allocated to each home. There is no permanent parking on lawns. Any damage caused to underground utility lines by homeowners' vehicles, guests' vehicles or repair person's vehicles will be repaired at the homeowner's expense. Parking is allowed on the streets as long as it does not block snow plowing or emergency vehicles.
- 2) Motorized trail bikes, skimobiles, go-carts, mini-bikes, pit-bikes and all-terrain vehicles are not to be used in the community except to enter and exit in order to access approved trail networks.
- 3) There is to be no racing or inappropriate use of any vehicles in the community.
- 4) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.
- 5) RV's, Campers, and Boats are prohibited and cannot be stored in the community.

## **VI. ANIMALS**

*While the members of this community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.*

- 1) No household may have more than 2 cats and 2 dogs.
- 2) Domestic pets are allowed in this community with restrictions. All domestic pets are required to have proper and timely immunizations. The homeowner shall, upon request, provide to the Board of Directors, a signed letter or other document from a licensed veterinarian showing these actions have been taken.
- 3) Farm animals, including but not limited to, cows, ducks, chickens, horses, sheep, goats, pigs, rabbits and the like, and wild animals, may not be kept on Cooperative property, either as pets or for any other reason.
- 4) These dogs are prohibited:
  - a) Any dog with a history of aggressive behavior or biting.
  - b) Any animal that is on a list of prohibited pets, if provided by the co-op insurance company.

- 5) Permitted dogs will either be restricted to their lot, a fence or walked on a leash. A barking dog may not be left outside for longer than ten minutes.
- 6) All cats must be kept inside of the home. The only exceptions are those cats that were permitted to roam free before the co-op acquired the community.
- 7) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 8) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

### **VII. REQUESTS FOR REASONABLE ACCOMODATIONS**

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting, and the Board of Directors shall have the sole discretion to determine whether a Reasonable Accommodation should be granted.

### **VIII. ATTORNEY'S FEES AND COSTS**

In the event any legal action is commenced by the cooperative to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the cooperative. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the cooperative. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the cooperative shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Cooperative by a homeowner and the Cooperative prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Cooperative in defending such action. In no event shall the Cooperative be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Cooperative and a partial owner of the Cooperative. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

## **IX. SEVERABILITY**

Should any Rule, or part of a Rule, be found to be illegal, invalid and/or unenforceable, in whole or in part, by a court of competence jurisdiction or authorized local, state or federal agency, the remaining Rules, or the remaining part of the Rule affected by the invalidity, shall be unaffected and shall remain fully enforceable.

## **X. LIABILITY AND INDEMNITY**

The Homeowner and his or her family members, guests, and invitees (collectively, "the Homeowner") shall indemnify and hold the Cooperative, its Board of Directors, members, representatives, and agents (collectively, "the Cooperative") from any and all liability, loss and damage, including but not limited to, bodily injury, illness, death or property damage which the Cooperative becomes legally obligated to pay, including reasonable attorneys fees and court costs, as a result of claims, demands, judgments or costs against the Cooperative arising out of the Homeowner's use or occupancy of the Homeowner's lot or any Cooperative property, including but not limited to, park streets and roads, caused by or arising from the negligence, fault or liability of the Homeowner or third parties, whether such negligence, fault or liability is sole, joint or several. The Homeowner's indemnification obligation hereunder shall include, but not be limited to, any and all liability, loss and damage arising from (i) the installation, use or maintenance of above ground fuel-storage tanks and any and all hazardous waste claims associated with the same; (ii) the keeping of pet(s) and (iii) the installation, use or maintenance of 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, or electrical lines, in, above, upon or about Homeowner's lot or Cooperative property. The Cooperative shall not be liable to Homeowner for any liability, loss and damage arising from the acts or omissions, whether negligent or intentional, of other homeowners/occupants, members, and their family members, guests, and invitees. The Homeowner shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by Homeowner's improper use thereof. Nothing herein shall be deemed to release the Cooperative from its intentional or grossly negligent acts or omissions.

The Cooperative shall not be responsible for claims or damages that may be caused by the re-entering and taking of possession by the Cooperative of the Homeowner's lot or house, as the case may be, under these rules and regulations or the laws of the State of New Hampshire regarding evictions.

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Total \_\_\_\_\_ Pages – Approved on \_\_\_\_/\_\_\_\_/\_\_\_\_

by the Membership

The foregoing is a true and accurate account, attested by,

Audra Anderson  
Secretary

