

Community Rules
Windy Acres Cooperative
A Resident-Owned
Community

Owned and operated by: Windy Acres Cooperative
Charlestown, NH

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

PROPERTY _____

ADDRESS _____

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.

11/20/08 08

11/20/08 08

13 WINDY ACRES

CHARLESTOWN, N.H. 03603

WINDY ACRES COOPERATIVE RENT POLICY, REFERED TO IN ALL COOPERATIVE DOCUMENTS AS THE MEMBER OPERATIONS SHARE, IS THE AMOUNT EACH MEMBER COVENANTS AND AGREES TO PAY ON A MONTHLY BASIS TO MEET THE EXPENSES AND RESERVES REQUIRED TO OPERATE THE COOPERATIVE , AS ESTIMATED BY THE BOARD OF DIRECTORS. THE OPERATIONS SHARE MAY BE INCREASED ACCORDING TO THE BY-LAWS WITH A SIXTY (60) DAY WRITTEN ADVANCE NOTICE. THE OPERATIONS SHARE MUST BE PAID ON THE FIRST DAY OF EACH MONTH AND THERE IS A \$20.00 (TWENTY DOLLARS) DISCOUNT FOR PAYMENT RECEIVED OR POSTMARKED ON OR BEFORE THE 15TH. (FIFTEENTH) OF THE MONTH.

The current MEMBER operations share is \$ 270.00.

The expelled member operations share is \$150.00 in addition to the member operations share.

Operations share payments are to be made payable to Windy Acres Coop. and mailed to

Windy Acres Coop.

C/O Hodges

201 Loudon Road

Concord, N.H. 03301

Adopted June 1, 2013

I. GENERAL RESPONSIBILITIES

- 1) The cooperative is responsible for:
 - Underground utilities
 - Snowplowing of park owned roads
 - Maintenance of park owned roads and common areas
 - Trees
 - Utility Poles
 - Enforce the community rules of the co-op
 - Household trash removal
 - Water and Septic services

- 2) The homeowner is responsible for:
 - Hooking up to utilities and maintaining connections
 - Upkeep of their lot
 - The care, maintenance and snow removal of their own walk-ways and driveways.
 - Obeying community rules
 - Payment of operations share 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 strongly urged 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 not allowed. 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 individuals allowed per home is six (6).

2. All operations shares are due on the first (1st) day of the month. There is a twenty (\$20.00) dollar discount for member operations share received or postmarked by the fifteenth (15th) day of each month. Cash is not acceptable for payment of monthly operations share. A returned check fee will be assessed twenty-five (\$25.00) over the current bank fees per check. No re-deposits will be made. Operations shares received after the fifteenth day of the month will be charged the full operations share fee. Expelled members will pay \$150.00 dollars above the prevailing member

Approved by _____

Member by _____

operations share fee. Expelled member operations share is due the first of each month.

3. 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 operations share. In either case, the homeowner and realtor are responsible for advising any potential buyers of the requirement to join the cooperative and be accepted for membership 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.

4. For Sale Signs are permitted subject to the following conditions: (1) A maximum of two (2) signs of reasonable size and quality [professionally made signs measuring no more than 18" X 24"], representing bona fide offers to sell a home, are permitted to be placed on the lot. (2) The owner shall notify, in writing, the Board of Directors of his/her intent to place a "For Sale" sign on his home prior to so doing. (3) "For Sale" signs shall be removed within twenty-four (24) hours of the time when a home is no longer for sale.
5. Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
6. Septic systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children's toys, diaper wipes, non-bathroom tissue or bio-hazard material. If damages 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.

110-190-001 _____

110-190-001 _____

7. 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. You are 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.
8. Notify the Board of Directors if there are any additions of occupants in your home that exceeds 30 (thirty) days. In all cases, the total number of occupants shall not exceed the Cooperative's established occupancy limits. The Board of Directors requires execution of a signed Occupancy Agreement with the new resident as an additional occupant. Each additional adult Occupant must meet the co-op's Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot).
9. 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.
10. Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
11. 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 is cause for immediate eviction, with prosecution to the fullest extent of the law.
12. A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 9 PM to 8 AM.
13. Homeowner owns and is responsible for installation, repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with Best Management Practice standards 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 operations shares under RSA 205-A:4-a.

Approved by _____

June 10, 2011 _____

III. BUILDINGS AND STRUCTURES

- 1) All homes need to be maintained in good condition, skirting, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) If a home is substantially damaged by fire, wind storm, or other causes, the homeowner shall repair his/her damaged home. Such repairs shall begin as soon as possible after the damage has occurred. All loose damage and debris shall be repaired within sixty (60) days. The Board of Directors may require that the home be removed from the park after that time if the home is not repaired or returned to original condition.
- 3) Only double-wide manufactured homes will be allowed to occupy an existing double wide pad.
- 4) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 5) Concrete blocks are not acceptable as stairs. All outside doors must have stairs in accordance with the town's building code.
- 6) Utility building(s) is/are allowed. Any new structure is to comply to the following standards:
 - a) roof is pitched
 - b) 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, and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the 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 and trampolines are strictly prohibited! Kiddie pools are allowed in accordance with Insurance company regulations allow wading pools no larger than four feet in diameter and twelve inches deep, but they must be emptied at night, or when not in use or when not attended by an adult.
- 7) Commercial signs are not allowed.
- 8) All homes moving into the park must meet the above standards and condition of the exterior approved by the Cooperative. All homes must meet the HUD construction standards as published in the Code of Federal Regulations at 24 CFR 3280. Only newer model homes will be accepted (limited to at most fifteen years old). The Board

APPROVED BY _____

APPROVED BY _____

reserves the right to require reasonable repair, maintenance and improvement of any home after given reasonable time and notice.

IV. SITES

- 1) Freestanding clotheslines are permitted with approval of the board. Stringing lines between trees, storage sheds and/or the home is not permitted.
- 2) It is the homeowners' responsibility to place household rubbish in the container provided by the co-op, the container must be placed at the curbside by 8:00 AM on the day of pick-up and returned to storage after pick-up. 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. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense. Any lawn clippings, brush and/or yard debris is the responsibility of the homeowner to properly dispose. The lot extends to the back of the abutting manufactured home. However, the abutting manufactured home shall have access to the back of their home for repairs, maintenance and to be used as an emergency exit from the back door of their home.
- 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. The disposal of any large appliance, furniture or scrap material is the responsibility of the homeowner.
- 5) Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. All local fire codes must be adhered to and this rule does not supersede any and all applicable fire codes.
- 6) Fences may be allowed and be no higher than four (4) feet. The fence must include a front and back gate closest to the abutting home, a minimum of 36 inches wide. Lot perimeter fences are allowed but may not touch neighboring homes. The Board of Directors has final approval on all fences and gates.
- 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.

REGISTERED BY _____

EXPIRES _____

V. VEHICLES

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. There shall be no boats, trailers, campers, snow machines or other motor vehicles, registered or unregistered, inspected or not inspected stored on any lot in the community without proof of ownership by the member and/or the written consent of the board of directors. The keeping of old unregistered vehicles, lawnmowers and other mechanical equipment for parts shall not be permitted. Tire changes and minor repairs are allowed. Changing automotive fluids is not allowed.
- 2) Parking spaces will be allocated to each home. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snow plowing or emergency vehicles. There is an overnight street parking ban from 1 November until 1 May each year. During this time all vehicles must be off the road between 10 PM and 8 AM.
- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.
- 4) *There is to be no racing or inappropriate use of any vehicles in the community.*
- 5) The speed limit is fifteen-15 MPH.
- 6) 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.

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 more than two (2) domestic pets per household (2 cats, 2 dogs, or one of each) are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed.
- 2) These dogs are prohibited:
 - a) Any dog with a history of aggressive behavior or biting.

Approved by _____

Scheduled on _____

- b) Any animal that is on a list of prohibited pets, as provided by the co-op insurance company.
- 3) Permitted dogs will either be restricted to their lot, or walked on a leash. A barking dog may not be left outside for longer than ten minutes.
- 4) Cats are allowed to roam free provided they are not damaging any property of another homeowner. Should this occur, the homeowner will remove the pet or confine it to the inside of the home.
- 5) All solid wastes from pets are to be picked up by the pet owner immediately and disposed of in the proper manner.
- 6) 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. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.

VIII. ATTORNEY'S FEES AND COSTS

In the event any legal action is commenced by the cooperative to collect past due operations share, 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 operations share for the unit in question, and this additional operation shares 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

Approved by _____

Approved by _____

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

X. LIABILITY AND INDEMNITY

The cooperative shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the cooperative from gross negligence.

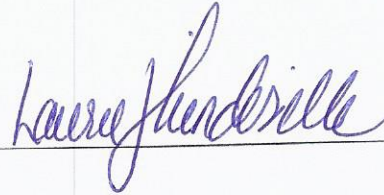
Except for gross negligence of cooperative, homeowners hereby release cooperative from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of New Hampshire.

Windy Acres Cooperative Community Rules

Total 11 Pages – Approved on 6/1/13

by the Membership

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



Approved on _____

Amended on _____

This page intentionally left blank.

Contract No. _____
Project No. _____