

# Tara Estates Community

## *“Guidelines for Living”*



*Tara Estates is a 55+ Adult Active Community*

Tara Estates  
716 Salmon Falls Road  
Rochester, NH 03868  
(603) 332-4030

TARA ESTATES  
JANUARY 1, 2021

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.*

## TARA ESTATES "GUIDELINES FOR LIVING"

The Rental Agreement (hereinafter called "Agreement") and the Manufactured Home Community Guidelines for Living (hereinafter called "Rules") contained herein are designed to protect and benefit the residents of Tara Estates (hereinafter called "Community") by enhancing and preserving the value and desirability of the community and its manufactured homes and by providing a clean, attractive environment. These provisions are not intended to unduly interfere with, restrict or burden the residents of the community in their enjoyment of the community.

### ADULT COMMUNITY

1.1 Tara Estates is a fifty-five (55) and older community. One Occupant must be at least fifty-five (55) years old and every other Occupant must be at least forty (40) years old.

1.2 The maximum number of bedrooms allowed per home is two (2), and the maximum number of Occupants is four (4). The sewer system and pump station designs were based on the volume of sewerage allowed by the Sewer Discharge Permit approved by the State of New Hampshire and the City of Rochester, for two (2) bedroom homes.

1.3 Your residency is based on occupancy by those accepted at entry that are listed in the Rental Agreement. For any changes in occupancy thereafter, written permission from Management is required. Management, at its sole discretion, may deny any additional occupancy.

### RENT

2.1 The monthly rent is stated on your Rental Agreement. Rental rates may change at Management discretion. Sixty (60) days written notice of changes to rental rates will be provided. (Revised 1/4/21).

2.2 The monthly rent is due and payable on or before the first (1<sup>st</sup>) day of each and every month, payable to Tara Estates, 716 Salmon Falls Road, Rochester, New Hampshire 03868.

2.3 A service charge of fifteen (\$15.00) dollars shall be assessed for any monthly rent not received by the Management by the tenth (10<sup>th</sup>) day after it is due. The service charge shall be considered the same as rent.

2.4 Any check issued for payment of the monthly rent that is returned to the park due to insufficient funds will be charged a service fee of twenty-five (\$25.00) dollars to reflect bank charges and other costs to Management.

2.5 Any Occupant whose check is returned for insufficient funds shall be required to pay

all future monthly rental payments in the form of either a cashier check or money order for the duration of their residency. **There will be NO EXCEPTIONS to this Rule.**

2.6 The monthly rent is for the number of Occupants listed in the Rental Agreement. Any additional Occupant not listed in the Rental Agreement must pay an additional ten (\$10.00) dollars per month.

2.7 All guests visiting the community in excess of thirty (30) days during anyone (1) year period must register with Management and will be charged rent as referred to above.

2.8 Any service charge and any other expense incurred by Management due to the failure of any Occupant to comply with any of these park rules, including any costs incurred, shall be considered rent.

2.9 Non-payment of the monthly rent, service charges, costs, and other expenses and lawful charges when due and payable shall be a sufficient basis for eviction.

2.10 Management will decline monthly rental payment by a person other than an Occupant unless prior arrangements have been made in writing with Management.

2.11 Acceptance of the monthly rent paid by a person who is not listed as an Occupant in the Rental Agreement does not in any way establish a tenancy in the community for the non-Occupant making the payment.

2.12 Occupants are advised not to mail cash as payment for their monthly rent. Tara Estates does not accept cash for payment.

## HOME SITES' GENERAL STANDARDS

3.1 It is important for the general welfare of all our residents that the Management be concerned about the safety and aesthetic appearance of our community.

3.2 All sites are to be kept clean, orderly, and clear of any debris or unsightly materials, lawns mowed, shrubs trimmed, and all visible items of personal property must be kept in a clean and orderly manner.

3.3 The exterior finish of your home shall be kept clean, and unsightly streaks should be washed at least every six (6) months.

3.4 Snow plowing and care of individual drives and sites, including drives, walks, and lawns are the Occupants' responsibility. Occupants are prohibited from pushing or throwing snow onto the road. Plowing of the roads is the responsibility of Management.

3.5 The lamppost located on each individual site must remain lighted during the hours of darkness. Management will replace bulbs when necessary. Management is responsible for the underground wiring that operates the light fixture. Any neglect or action by the Occupant in the lamppost not being lit at night will be cause for a notice of violation. A service charge of twenty (\$20.00) dollars may be assessed to the Occupant for every notice of violation that is not corrected, and the service charge will be collected as rent.

3.6 Maintenance of the landscaping of individual sites is the responsibility of the Occupant. Flowers, plants, and shrubs that will add to the beauty of individual sites are encouraged but these will be the property of the community when you move. Occupants are not allowed to cut or remove trees without prior Management approval. Management may limit watering of lawns. A periodic inspection of your site will be made, and if any deficiencies are noted, the Occupant will be notified by written notice to correct the violation.

3.7 Heat tapes must be used in winter and they must be turned on no later than October 15<sup>th</sup>. It is the responsibility of the Occupant to ensure that the heat tapes are in good working order. Serious damage may result from the Occupants' failure to observe this requirement. Occupants will be responsible for any and all damage caused to the water system or other community property resulting from their failure to comply with this rule. All repair costs will be collected as rent and its non-payment will result in the Occupant's eviction from the community.

3.8 Woodstoves are NOT allowed. Firewood is permitted for fireplaces only, provided it is cut and split before bringing onto your site. The resident also agrees to keep wood neatly piled at the rear of the home. Failure to do so will result in the removal of wood from the site by Management.

3.9 Clotheslines are permitted only at the rear of the home, and the only kind allowed will be the umbrella type. Under no circumstances will clotheslines be tied to trees, shrubs, or the home.

3.10 No fences may be erected without the written prior approval of Management. All fences approved will remain in the community when the Occupants sell their home.

3.11 No swimming pools, basketball hoops, jungle gyms, or other recreational items are allowed on any individual site. Recreation areas are provided for these activities. No skateboards, rollerblades or other similar devices are allowed to be used anywhere in the community.

3.12 Our community has a designated garbage area with dumpsters and recycling containers. Ordinary trash removal is the responsibility of the Park. All Occupants should deposit rubbish in the proper receptacles. It must be adequately wrapped in plastic bags. NO lawn rakings or automotive parts are to be put in dumpsters. All boxes will be cut up to save space in container. Abandoned, unused or rusting material, junk, piles of lumber or similar items, shall not be permitted on any site. Those items must be disposed of by the Occupant directly at the city landfill. All garbage containers MUST be stored in a storage building. No containers are allowed to be stored outside. No material of any kind shall be kept under your home or left on your site. 'This we do not tolerate! Storage buildings are used for this purpose.

3.13 All oil tanks that are buried must be removed by the appropriate authorities at the time of any home resale. Above ground oil tanks are the property of the Occupant. No such tanks shall be permitted to rest directly on the ground. Occupants shall be solely responsible for all damage and other liability caused by oil leaks. Management reserves the right to require the Occupant to replace his/her above ground oil tank if it is determined, at the sole discretion of Management, that it is leaking and/or poses a health or safety hazard.

All oil tanks shall be an approved type, no larger than two hundred seventy-five (275) gallons and located at the rear of the home and screened from view.

3.14 No Occupant shall construct or add porches, decks, entranceway, awnings, cabanas, additions, buildings, roofs, sheds, and any other similar exterior improvement to their site without the prior written permission of the Management.

3.15 Any Occupant desiring to construct or add one or more of the aforementioned improvements must submit written plans to Management when applying for permission. The written plans must include blueprints or professional drawings describing size, materials, and location. The improvement must be constructed in accordance with the final plans approved by Management along with any other reasonable condition required by Management. Permits from the City of Rochester, when required, must be provided to Management before any work is commenced. All improvements must be professionally performed and be aesthetically appealing when completed. All room additions are to be professionally built and must match the home in all respects when completed. All steps, porches and decks must be professionally built using only pressure treated lumber. All sheds must be manufacturer built, have a shingled roof, and be vinyl sided with the same material and finish as the home. The maximum size allowed for sheds is 10' x 12' (Revised 1/4/21). Management reserves the right to give conditional approval for the improvement before work is commenced and to give final approval only upon completion of the improvement to ensure full compliance with this rule and the conditions of the conditional approval.

3.16 All homes will have vinyl skirting specifically designed for manufactured homes. The vinyl skirting must totally enclose the home, be properly ventilated and have no holes or gaps so that animals, leaves or debris may enter.

3.17 All homes will have a pitched shingle style roof. No sheet metal roofs will be allowed.

3.18 The exterior, roofs and storage buildings of all homes shall be maintained so as not to become deteriorated or damaged. A deteriorated or damaged exterior and roof will consist of, but not limited to, damaged, or faded paint/stain, buckled or damaged exterior walls, damaged or broken door and windows, rotting, damaged or missing wood and broken or damaged skirting. All homes and storage buildings shall be maintained so that its appearance is in keeping with the aesthetic appearance of the average home in the community.

3.19 All entranceways to homes shall be a minimum of 4' x 4', have proper handrails, must be in good condition with no rotting, damaged or missing wood and must meet the City of Rochester codes.

3.20 Occupants will not trim or cut limbs from any trees or shrubbery on their lot without obtaining prior written approval of Management.

3.21 All sites and manufactured homes shall comply with all laws and rules of the federal, state, and local government, including building codes, health, and sanitary regulations and Department of Housing and Urban Development (HUD) regulations applicable to manufactured housing.

3.22 Propane tanks shall be located in the rear of the manufactured home. All propane tanks and appliances must be installed by a licensed Propane Gas Company.

3.23 All site numbers are to be displayed on the lamppost located on each site.

3.24 Management reserves the right of access to the site at reasonable times for the purpose of inspecting the site to ensure that it is safe, sanitary, meets the aesthetic standards of the community and is otherwise in compliance with the rules.

3.25 In the event of a violation of this section, Management reserves the right to perform work on any site that has not been performed as required by the Occupant after prior written notification has been provided. A service charge for all costs incurred by the Management will be charged to the Occupant and the service charge will be collected as rent.

## HOMESITE DAMAGE

4.1 Any home damaged by fire in a manner whereby it becomes uninhabitable or whereby its exterior walls are burned, paint peeled, windows broken, and smoke damaged so that it appears unsightly or is unsafe, shall be removed from the community within thirty (30) days at the Occupant's expense after receiving written notice from the Management regardless of when the insurance company promises settlement. Management may give conditional permission to allow the home to remain in the community if it can be repaired on site in a timely manner and proper precautions are taken to ensure that there is no danger to children or other Occupants. Final permission to allow the home to remain in the park shall be given only upon completion of the repairs.

4.2 Any home damaged by a vehicle, wind, fallen tree, or by any other means shall be removed at the Occupant's expense if it cannot be repaired within thirty (30) days. Management may give conditional permission to allow the home to remain in the community if it can be repaired on site in a timely manner and proper precautions are taken to ensure that there is no danger to children or other Occupants. Final permission to allow the home to remain in the park shall be given only upon completion of the repairs.

4.3 Management may refuse to give final permission as referred to above if, in its opinion, it determines that the home continues to be unsafe, hazardous, and unsightly or fails to comply with the rules of the community. Upon such a determination, Management may require that the home be removed from the community within thirty (30) days at the Occupant's expense.

## MOTOR VEHICLES

5.1 There is a **maximum speed limit of fifteen (15) miles per hour** for all vehicles on all community roads unless otherwise posted.

5.2 Unauthorized, unregistered or junk vehicles are not permitted in the community including the storage area. All such vehicles shall be towed away at the owner's expense

without notice. Management does not waive any of its rights to evict the Occupant for violation of this rule if it removes a vehicle.

5.3 All vehicles operated within the confines of the community shall be insured and registered according to New Hampshire law. All persons operating any vehicle in the community must have a valid operator's license

5.4 All Occupants must register their motor vehicles with Management in order to maintain safety and security within our community.

5.5 No major automobile repairs are permitted anywhere in the community. Minor repairs are permitted. Minor repairs are defined as changing a tire, a tune-up, or other similar periodic repairs. However, no changing of oil will be allowed at any time.

5.6 Damage to paved roadways or parking areas caused by leaking gas, lubricants or oil from any cause shall be the responsibility of the Occupant and shall be repaired by Management at the Occupants' expense. The expense incurred by Management shall be collected as rent.

5.7 No commercial vehicle is permitted to be parked overnight at a residential site without prior approval from Management. Personal motor vehicles including passenger cars, pick-up trucks and vans are only permitted if registered with the Management.

5.8 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 community for recreational purposes at any time. This is in compliance with New Hampshire law. A homeowner may operate such vehicles for the sole and limited purpose of entering and exiting the community on a direct route to their manufactured home.

5.9 There will be NO snowmobiling anywhere in the community. All snowmobiles must be on trailers when entering or leaving the community's property.

5.10 No unlicensed motorized recreational vehicle shall be operated anywhere in the community.

5.11 All guests operating any motorized vehicle within the community shall comply with all rules. No guests shall operate any motorized recreational vehicles in the community. All Occupants shall be responsible for any violation of the rules by their guests.

5.12 Parking of two (2) automobiles for each manufactured home on site is permitted. Any additional vehicles may only be parked at a site with the Managements written consent and only if the homeowner, at his expense, provides a paved parking area for the vehicle. Such consent shall be at the sole discretion of Management.

5.13 There shall be no driving or parking of any motorized vehicles on any part of the site that is not paved.

5.14 There shall be NO on-street parking at any time. Violators will be towed without notice at the Occupant's expense.



5.15 No boats, trailers, campers, snowmobiles, motorcycles, and any other vehicle will be allowed to be parked on the site. Occupants will be provided an off-site parking location for these vehicles for a small monthly service charge provided space is available.

5.16 Any vehicle that is parked in violation of the rules may be towed away at the owner's expense without notice.

## ANIMALS

6.1 Occupants are permitted to have no more than one (1) dog and/or one (1) cat. No dog larger than twenty-five (25) pounds shall be permitted, but an exception may be made for medical purposes. All dogs and cats require the prior approval of Management before they are permitted within the community.

6.2 Occupants are permitted to have up to a total of three (3) birds, gerbils, guinea pigs or similar small pets that remain entirely within the home. All such pets require the prior approval of Management before they are permitted within the community.

6.3 All pets must have all vaccinations, immunization shots and licenses required by law. All pets must be spayed or neutered.

6.4 No fowl, horses, sheep, goats, pigs, reptiles, vermin, or any other pet except those specifically permitted or approved by Management will be allowed within the community.

6.5 No outside pens, cages, barns, "houses", runs, or any type of permanent or temporary installation or shelter for the maintenance or care of pets is allowed.

6.6 All pets are either restricted to the confines of the Occupant's site or must be on a leash and under the Occupant's control when off the site.

6.7 No pet shall disturb the peace and tranquility of other Occupants. No pet shall make unnecessary noise, create unnecessary disturbances, destroy any property, or threaten the safety of other Occupants and their guests.

6.8 Pets shall relieve themselves only on their owner's site. All animal waste shall be immediately picked-up by the pet owner.

6.9 Occupants agree that pets will not spend the nights outside the manufactured home and no pet shall be permitted outside the home at any time that the Occupants are not at home. Pets shall not be tied up outside the home at any time.

6.10 Occupants shall be financially responsible for all damage done by their pets and the pets of their guests.

6.11 Occupants shall be responsible for the pets of their guests.

## UTILITY SYSTEMS

7.1 Occupants are prohibited from disposing of table waste, garbage, grease, coffee grounds and similar material in the toilet and sinks. DO NOT flush sanitary napkins or wipes down the toilet. The disposal of this material could cause a blockage of the sewage disposal system, which could endanger the health and welfare of other Occupants.

7.2 Occupants will be charged the cost of all repairs if the sewage system is blocked and or damaged due to their failure to follow this rule. The costs charged will be considered rent and the failure to pay said costs shall constitute grounds for eviction in the same manner as non-payment of rent.

7.3 Occupants are prohibited from making any changes to the plumbing or electrical systems within their manufactured home without prior written consent of the Management.

7.4 Occupants are charged for water and sewer by the City of Rochester on a quarterly basis.

## HOME RESALE

8.1 No Occupant shall move from the community or offer to sell their manufactured home unless and until the Management receives written notice from the Occupant of intent to sell or intent to move a home prior to the date of listing of the home, sale of the home or removal of the home.

8.2 No manufactured home will be removed from the community until a paid property tax receipt is provided to Management and the mover provides sufficient evidence that it has liability insurance acceptable to Management.

8.3 Management shall approve in writing every purchaser, assignee or equivalent and every member of their household as an Occupant before any transfer of ownership of a manufactured home that will stay in the community occurs. Approval is conditional on the new Occupants meeting the rules of the community and passing Management's credit and background checks.

8.4 Occupants shall NOT convey any interests in their manufactured homes without first submitting to Management in writing an application for residence. All new prospective Occupants or an existing Occupant must submit these application documents, completely and accurately filled, to Management along with the payment of the fifty (\$50.00) dollar non-refundable administrative fee. Management will respond within twenty (20) days after the application has been submitted, approving, or disapproving the proposed Occupant. (Revised 4/1/11)

8.5 The application for residence form will state the names and addresses of all prospective Occupants, and require three (3) credit references, social security numbers, and other requested information. All prospective Occupants must have adequate income, good credit, good background references and provide a completed recent Criminal Background check for each person residing in the community from the state in which they currently reside.

8.6 In addition to the application for residence, Management will require a personal interview with all prospective Occupants prior to final approval or disapproval being rendered.

8.7 All real estate agents should have prior written approval from Management before closing a sale with a prospective Occupant. No prospective Occupants, not any belongings, will be permitted to reside in the community unless the rules pertaining to transfer of title to a manufactured home are followed exactly.

8.8 “For Sale” signs shall be placed in a visible window inside the residence. **No outside signs will be allowed unless prior approval is granted by Management.** No more than two (2) “For Sale” signs larger than 576 square inches or 24x24 in area shall be displayed. The signs shall contain no more than the words “For Sale”, along with the name, address and telephone number of the seller, or the name, address, and telephone number of the seller’s agent or representative. Open houses are not permitted.

8.9 Any Occupant who wants to sell their manufactured home in the community must ensure that their home and site comply with all the rules of our community. Upon receiving notification as required by Rule 8.1, Management may conduct an inspection of the site and manufactured home. The existing Occupant will be notified of any rule violations. No approval of the transfer of ownership will be given by Management until all violations have been corrected or the prospective Occupant has agreed in a writing acceptable to Management to correct the violations within a specified date. Failure of the prospective Occupant to correct the violations as agreed will be a violation of the rules and cause for eviction from the community.

8.10 Residents may not sublease their manufactured home under any circumstances.

## PERSONAL CONDUCT AND CRIMINAL ACTIVITY

9.1 Occupants and their guests shall fully comply with the laws, rules, regulations, and ordinances of the federal, state, and local governments including, but not limited to, the Building Department, Health Department, Police Department and Fire Department.

9.2 The conviction by any Occupant, or any member of the Occupant’s household, of any felony, any offense involving the presence within the community of narcotic or controlled drugs possessed unlawfully, of any offense against another resident or member of a resident’s household, or against a community employee shall constitute grounds for eviction.

9.3 Drinking in the privacy of one’s home or yard is a personal matter, but drunken behavior, drinking in the streets, noise or shouting, fights or similar activity occasioned by the excessive use of alcohol shall be grounds for eviction.

9.4 Threats of violence against other Occupants or Management and damage to the rented premises/property shall constitute grounds for eviction. The Tenant will be responsible for the cost of all repairs if damage is done.

9.5 Occupants are prohibited from firing and visibly carrying any type of firearms, including

BB guns, inside community property. The violation of any gun law by an Occupant and their guests and the commission of any criminal or civil disturbance involving a firearm by an Occupant and their guests shall be cause for eviction.

9.6 There shall be no loud or unreasonable noise after 10:00 p.m. in the community. All Occupants are expected to respect the peace and quiet of their neighbors.

9.7 No soliciting will be allowed without prior Management approval. The distribution of leaflets, posters and other advertisements that would litter our community is not permitted without prior Management approval.

9.8 No type of private enterprise will be carried on by any Occupant without the prior written consent of Management. This includes, but is not limited to, baby sitting, taking in laundry, real estate office, etc. No garage, yard or auction sales are allowed on any lot at any time.

9.9 The Occupant has the obligation to carry the necessary insurance protecting his or her own premises and property. Management will not be responsible for damage to your home, site and property caused by your acts and the acts of other Occupants and guests.

9.10 Occupants shall be held responsible for damage to property of others caused by them, their household members, and their guests.

9.11 All Occupants are responsible for the actions of their guest and they will be held accountable for all violations of these rules committed by their guests.

9.12 Occupants are forbidden from placing any commercial or political signs on their sites without first obtaining prior written approval from Management. Management shall have the authority to remove any non-approved signs.

9.13 Occupants shall have no open fires on their site. No liquid petroleum gas tanks will be stored inside a home. Any other materials that could prove a fire hazard (kerosene, gas cans and other flammables) must not be stored under or in the home.

9.14 The trees along the streets of the community shade the street surface. Sun and shade conditions often contribute to slippery road surfaces. The Management will plow, salt, and sand in the most thorough manner possible, but Management cannot and will not accept liability because of "Acts of Gods" (sun and cold) that contribute to slippery and or dangerous road, path, walkway surfaces, or other community common areas, Occupants and their guests should avoid walking in the streets and other community common areas when they are snow-covered and/or liable to be slippery.

9.15 Occupants shall comply with all reasonable notices issued by Management pertaining to their behavior, conduct, and use of their home and site or any other area within the community

## **GENERAL REQUIREMENTS**

10.1 The site is rented solely to the Occupants named in the Rental Agreement and may not be rented, leased or in any way assigned to a third party. Every site must be occupied by the

Occupants named in the Rental Agreement.

10.2 If an Occupant intends to be absent from their site for thirty (30) days or longer, they must notify Management as to either where they may be reached or provide the name, address, and telephone number of the person(s) responsible for caring for their home and site.

10.3 Occasional or weekend visitors are welcome, but visitors staying longer than thirty (30) days must be registered with Management as part of your household. They must meet all eligibility requirements for Tara residency. A list of all Occupants shall be furnished to Tara Management at the beginning of the residency, and no new Occupants shall be permitted without the written consent of Management, which consent shall be at the sole discretion of Management. Visitor and vehicle registration forms can be picked up and filled out at the community office.

10.4 Property taxes assessed by the City on manufactured homes are the financial responsibility of the Occupant.

10.5 Management is responsible for maintaining and repairing underground pipes and in-ground electrical wiring and Occupants are prohibited from performing any repair or maintenance work on them. Occupants are responsible for maintaining and repairing all aboveground pipes and electrical wiring.

10.6 Management shall not be responsible for losses of any kind due to fire, storm, or theft or for accidental injury to any person or persons.

10.7 In order to keep our occupancy records accurate, an Annual Census is required of all Occupants of the Community in order to provide information to the appropriate "911" participants. When you review the Annual Census, please follow directions, and complete the form. Your participation is a requirement of the Community.

10.8 Management reserves the right to assess a service charge of up to fifty (\$50.00) dollars per infraction for any violation of these rules and regulations, unless otherwise specified by law. For the purpose of this rule an infraction is hereby defined as an act or omission, or every thirty (30) day period that an act or omission continues. Rules 2.1 through 2.6 are exempt from this rule. By adopting this rule and/or by assessing any service charges for any rule infraction, Management does not waive any of its rights to pursue any other legal remedy at its disposal to enforce these rules and regulations.

10.9 Notices of violations of rules and the assessment of service charges shall be delivered to Occupants either in person or mailed, left at their site, or mailed to them at the last mailing address provided to Management by the Occupant.

10.10 In the event that the Occupant feels that the notice of violation did not specify a violation or is factually incorrect, notice of protest must be made in writing within five (5) days after the receipt of such notice or violation. Otherwise, all rights of protest to Management shall be waived.

10.11 Management hereby reserves the right to evict any Occupant for his/her failure to

comply with these rules and regulations and for any other cause permitted under New Hampshire Revised Statutes Annotated 205-A as it may be amended time to time.

10.12 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, subsection, or provision of these rules and regulations shall not invalidate any other section or provision hereof which shall remain in full force and effect.

10.13 Management 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 Occupants. Waiver of any rule or right shall not be deemed a waiver for any unnamed Occupant.

10.14 Amendments to these rules may be made at any time by the Management with proper notice to the Occupants. All amendments shall become enforceable on the date specified in the notice provided to the Occupant.

10.15 If any of the rules are determined to be invalid or unenforceable by a competent court of law, such a determination shall not invalidate or render unenforceable all the remaining rules in this document.

**All routine complaints pertaining to the community, Occupants, Management, or others must be submitted in writing, signed, and addressed to Tara Estates, 716 Salmon Falls Road, Rochester, New Hampshire 03868. Then, and only then, will Management acknowledge and reply. When necessary, the office can be contacted during working hours Monday through Friday, 8 AM to 4 PM by calling (603) 332-4030. For emergencies on weekends and after office hours, contact the emergency number listed in the Tara Estates newsletter.**

## **SENATE BILL 30 –Relative to Notice of Rights Under the Manufactured Housing Law.**

### AMENDED ANALYSIS

This bill requires manufactured housing park owners to provide prospective Tenants with a copy of the rules of the housing park and to inform prospective Tenants that a copy of RSA 205-A, relative to the regulation of manufactured housing parks, is available on the state website.

### STATE OF NEW HAMPSHIRE

195:1 Manufactured Housing Parks. Amend RSA 205-A:2, XI to read as follows:

XI. Fail to provide each [~~Tenant who resides in his~~] ***person who applies to be a Tenant of the park*** with a written copy of the rules of said manufactured housing park. Said rules shall set forth the terms and conditions of the tenancy and shall contain the following notice at the top of the first page printed in capital typewritten letters or in 10-point bold face print:

## 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, [~~STATE HOUSE ANNEX~~] ***33 CAPITOL STREET***, CONCORD, NEW HAMPSHIRE 03301 ***OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.***

195:2 Effective Date. This act shall take effect January 1, 2010.