

RULES & REGULATIONS

IMPORTANT NOTICE AS REQUIRED BY LAW:

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR LOT FEE AGREEMENT WITH THIS MANUFACTURED HOUSING CO-OPERATIVE. THE LAWS REQUIRE ALL RULES TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THE CO-OPERATIVE GIVES NINETY (90) DAYS ADVANCE WRITTEN NOTICE OF THE CHANGE.

SUBJECT TO TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS CO-OPERATIVE AS LONG AS YOU PAY YOUR LOT FEE AND ANY UNLAWFUL CHARGES, FOLLOW THE RULES OF THE CO-OPERATIVE AND APPLICABLE LOCAL, STATE AND FEDERAL LAW: DO NOT DAMAGE CO-OPERATIVE PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER RESIDENTS. YOU MAY BE EVICTED FOR NON-PAYMENT OF LOT FEE, BUT ONLY IF YOU FAIL TO PAY ALL LOT FEES DUE WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR LOT FEE.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THE CO-OPERATIVE, 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 RESIDENT ORGANIZATION.

IF THE CO-OPERATIVE WISHES TO EVICT YOU, IT MUST GIVE YOU SIXTY (60) DAY ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN LOT FEE, IN WHICH CASE ONLY THIRTY (30) DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU A REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME, ON ITS LOT, ONCE THE BOARD OF DIRECTORS HAS BEEN NOTIFIED THAT YOU WOULD LIKE TO SELL YOUR HOME. ANY BUYER OF YOUR HOME MUST FIRST BE APPROVED BY THE MEMBERSHIP COMMITTEE AND THE BOARD OF DIRECTORS, PURSUANT TO THE TERMS OF THESE RULES AND REGULATIONS. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE CO-OPERATIVE. THE BUYER WILL STILL BE REQUIRED TO PAY THE MONTHLY LOT FEE.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301 RSA 205-A:2 XI.

I. MAINTENANCE OF LOTS AND HOMES

All homes and utility buildings shall be maintained in a safe and sanitary condition, free of insects, rodents, vermin, pests, mold, algae and the like. All homes shall be kept in good repair and comply with all applicable local, state and federal zoning, building, safety and sanitary codes, laws and requisitions.

A. Residents are responsible for lot maintenance including mowing lawns, trimming and pruning shrubs and leaf raking. Yard waste removal is the responsibility of each home owner. Trees are maintained by the Co-operative as per the Tree Policy.

B. Household appliances, auto parts, chemicals, tires, drums, building supplies, old yard furniture and any other kind of discarded items MAY NOT be stored behind sheds (utility buildings) or in a Resident's yard.

C. The Co-operative reserves the right to require maintenance of any lot and, upon written notice, to enter a Resident's lot for non-emergency repair work if a Resident refuses or neglects to maintain their home and/or lot as described in these Rules & Regulations. The Resident will be billed for the cost of any such maintenance or repairs, payable with the next month's lot fee. Failure to do so will result in loss of membership until payment is made.

D. Changes in the exterior color of a home, utility building, landings, decks, steps, fences and skirting shall be a color that blends, or is similar to, others in the neighborhood and the community at large (white, gray, beige, cream or other pastels that remain within the aesthetics and criteria of the Co-operative.)

E. Fuel tanks must meet Federal DES 2014 requirements. When a house turns over at sale, the oil tank must be upgraded to Federal, Fire Marshall and SAFETANK standards. It is up to the Co-operative to withhold signature on the transfer deed until the upgrade has been completed, unless monies for the upgrade are held in escrow. It is NOT up to the Co-operative to determine who should pay for the upgrade; that is between the seller and the buyer.

F. Antennas of all types (i.e. radio, CB, HAM, etc.) are prohibited. Satellite TV dishes are permitted on lots where they can be accommodated, as long as they are not excessively obvious when possible.

G. Umbrella or retractable clothes-lines are permitted and may be attached to the home or shed and must be placed in back of the home or the furthest point possible but NOT to trees or electrical poles. The line itself must be at least 5-1/2 feet from the ground.

H. Each home may have one (1) stationary Utility Building which may be constructed of wood, metal or vinyl. It must be painted or stained appropriately. Maximum size shall be no larger than 18'x20'x 12', as measured to the highest peak of the roof, only if the land can accommodate it. One (1) (rumbermaid type) portable storage unit is allowed in the rear of the property, if the land can accommodate. The maximum size shall be no larger than 7'x7'x8'. Both shed and storage unit must be approved by the board.

I. Homes that are damaged by fire, storm or any other cause shall be repaired by the Resident within a reasonable period of time. All loose and damaged material and debris must be removed and disposed of by the Resident and/or contractor, if one is involved. Reasonable timeline is three (3) months. Ultimate determination of a reasonable period of time will be the discretion of the Board of Directors. The Board of Directors may order that a home that is damaged by fire, storm, or any other cause that is not being repaired in a reasonable period of time shall be removed from the site. This shall be the reason for the eviction of the unit.

J. All mailboxes and homes must be appropriately marked with a large and visible home number. Identifying numbers should be luminescent and at least 4" in height, as required by the Merrimack Fire Department Code.

K. All skirting shall be factory constructed. It shall be “buttoned up” at all times and panels kept tight together without spaces in order to discourage rodents and other animals from nesting under homes.

L. Two story manufactured homes are not allowed.

M. A Co-operative member is allowed to purchase any available home for the specific purpose of replacing, refurbishing for the purpose of either resale or occupancy.

As per the following stipulations:

- The unoccupied home is not to be rented at ANY TIME
- Non-Membership lot fees apply until the unoccupied home is sold and must be paid and current at all times.

II. ADDITIONS & MODIFICATIONS

A. All modifications or changes to the outside of homes such as additions, decks, enclosures, patio covers, landings, carports, awnings, etc. are not permitted without first making a written request with drawings and plans to the Board of Directors and their subsequent approval it. Once approved by the Board of Directors, the home owner must obtain a building permit from the Town of Merrimack.

B. Installation of fences is not allowed except by written approval of the Board of Directors. Neither the Co-operative nor any plowing contractor is liable for any damage to fences within three (3) feet from the road.

C. Oil stoves are not allowed in the Co-operative. Select types of wood, pellet, gas log stoves and fireplaces are permitted but only when the Resident(s) has (have) obtained written approval from the Merrimack Fire Department, a copy of which has been provided to the Board of Directors.

D. Category I and Category II fires are not allowed. (Examples: any size cook fire, camp fire, fire pits, chimaneas, store purchased outdoor furniture with fire pits, brush fires, outdoor fireplaces, etc.)

III. RUBBISH & SNOW REMOVAL

A. Trash barrels are provided for each lot by the trash removal vendor. The barrels must be used for trash pickup and remains the property of the lot. All trash must be placed in the barrel with wheels away from the street. Trash barrels must not be placed in front of mailboxes and should be removed from the street within 24 hours. During winter months be mindful of snow removal and the placement of your trash barrel.

B. Any snow removal from a driveway or walkway must not overflow into the street, hydrant, drain, or any mailbox. Each resident is responsible for communicating the co-op rules to their snow removal person.

C. During the winter members are responsible for the clearing of snow and ice from sidewalks and driveways. Homeowners shall clear cars of snow and ice in their own driveway and not in the street.

D. The Co-op is not responsible for damages caused by private snow removal.

IV. RECREATIONAL, OTHER VEHICLES & PARKING REGULATIONS

A. Only registered and inspected vehicles in operating condition may be kept in the Co-operative upon Board approval.

- B. All Resident parking MUST BE in their own driveways and vehicles MAY NOT BE parked on lawns.
- C. 1. Visitor Parking Lots are for GUESTS ONLY and parking tags must be visible. Without a tag the car is subject to towing at the owners expense.
2. Parking for Visitors and Guests is provided on Briarwood Drive, Nottingwood Lane and Sherwood Lane. Visitor Parking Lots are NOT TO BE USED for regular Resident parking or for Resident storage areas.
3. The Clubhouse Parking Lot is to be used for Office and Clubhouse functions only.
4. NO STREET PARKING NOVEMBER 15th – APRIL 15th
5. No parking in front of mail boxes.
6. OVERNIGHT PARKING ON THE STREET IS NOT ALLOWED AT ANY TIME.
7. Any Resident or guest utilizing the Visitor Lots during the winter months will be responsible for shoveling the area when their vehicle has interfered with removal of snow from the lot.
8. The Board reserves the right to authorize towing, at the Resident's expense, if any of the above transpires.
- D. Major repairs to motor vehicles shall not be performed or carried out any time in the Co-operative. Minor repairs are limited to labor that can be completed within 2 consecutive hours and must be accomplished within a driveway.
- E. No vehicles can be left on jacks unattended.
- F. Recreational vehicles and boats including, but not limited to, utility and recreational trailers, snowmobiles, motorized go-carts, motorized bikes and/or scooters, dual wheeled vehicles and motor homes shall not be kept, used, parked or stored in any location other than the Resident's driveway unless, during the winter months, there is space available behind the Clubhouse. One (1) camper, RV or boat per home is allowed to be stored behind the clubhouse, room permitting, September 15th thru May 1st, and it MUST BE PLAINLY IDENTIFIED with a tag as to the owner and address and phone number of the owner. Permission of the Board of Directors is needed.
- G. No motorized riding toys, bicycles, or scooters for children are allowed in the Co-operative. Co-operative insurance does not cover this liability. All Residents must ensure that the speed limit is observed at all times.
- H. Each member home is being issued two (2) parking tags which must be prominently displayed in any vehicle of either you or your guests when it is found to be necessary to use the Guest Parking Lots for any temporary period of time (not to exceed three (3) days). This is your notification of intent to tow (at member's expense) any vehicle unregistered, tagged or not tagged, and/or exceeding the 3-day limit. As a convenience for your guests, if you'd like them to park in your driveway but it doesn't accommodate all vehicles, members may use the Guest Lots temporarily for their own vehicles as long as they prominently display the permit and do not abuse or overstay the three (3) day limit.

V. CONDUCT

- A. Basketball rims, nets, hoops and backboards ARE NOT ALLOWED within the limits of the Co-operative.

B. Bike riding is permitted in the Co-operative. All riders must be alert for motor vehicles and keep to the side of all roadways. Cutting through lots and/or riding on property of others is not permitted.

C. Wading pools are allowed provided they are not higher than two (2) feet. As a safety precaution, pools must be covered and/or emptied when not supervised or in use.

D. All Residents, their children and guests (visitors) are expected to conduct themselves in a reasonably quiet manner in order to avoid annoying neighbors or other Residents. Repeated conduct of the Resident which disturbs the peace and quiet of other Residents may result in eviction. RSA 205-A: 4(4)

E. No loud parties, music, musical instruments or commotion is permitted before 8 AM or after 11 PM. In the event this should transpire the Grievance Committee and/or the Board of Directors will promptly, and in writing, notify the Resident of the infringement and, if violation reoccurs, the Board reserves the right to proceed with eviction. RSA 205-A: 4 (4)

F. Guests are permitted to stay in a home for more than 30 days however the homeowner must notify the Board of Directors in writing. If notification is not made, the Board reserves the right to ask the person(s) to leave. It is the responsibility of the homeowner and member to make sure that the guest vacates the home upon the request of the Board of Directors. A failure to comply will be considered a violation of the Co-operative rules & regulations. Guests are subject to comply with all Co-operative rules & regulations and By-Laws and the homeowner and member is responsible to see that their guest comply with all Co-operative rules & regulations and By-Laws.

G. Discharge of firearms in the Co-operative is NOT permitted. RSA 205-A: 4 (2) In the Town of Merrimack, the discharge of fireworks is illegal. RSA 205-A

H. The posted speed limit in the Co-operative is 10 MPH and must be observed for the safety of all residents. Failure to do so is in violation of Co-operative Rules. RSA 204-A: 4 (5)

I. Individual yard sales are not permitted at any time. A scheduled Co-operative-wide yard sale will be held provided an adequate number of residents are interested. This will be done under the auspices of the Social Committee.

J. Home based businesses which may cause increased liability, higher traffic volume or infringe upon the security and well-being of other residents is not allowed; including but not limited to; daycare, hairdresser, gunshop and small engine repair shop.

K. All Residents, and particularly their guest children, must keep away from any machinery and/or construction that is taking place in the Co-operative.

VI. PETS

Small household birds and fish are permitted to be kept as pets in the Co-operative. All other animals, including reptiles, are prohibited, except as provided herein.

Dogs and cats are NOT permitted without notifying the Board of Directors.

Permission will be based on the following:

A. All members of the Co-operative must provide the Board with a photograph of each dog and/or cat in their home as well as all pertinent information such as breed, color(s), name, etc.

B. Cats must remain entirely in your home and ARE NOT permitted to roam freely through the Co-operative. You may forfeit the right to keep your pet if you fail to comply.

C. The Board of Directors reserves the right to decline approval of the following pure or mixed breeds of dogs: Mastiff, American Staffordshire Terriers (a.k.a. pitbulls), Rottweilers, Japanese Tosca and Wolf Hybrids. The Board also reserves the right to request permanent removal from the Co-operative of any dog, even though previously approved, found to be a menace, vicious or dangerous, per the following State Statute on Dogs: Under this Statute, a dog is a nuisance, menace or vicious if, when not engaged in legal hunting or herding, it is running at large and not under the control of any person; the dog barks for continuous period of more than 30 minutes during the night-time hours; the dog digs, scratches, excrete or scatters waste or garbage on someone else's property; the dog is female and permitted to run at large while in heat; the dog growls, snaps at, runs after or chases a person; the dog runs after or chases bicycles, cars, motorcycles or other vehicles on public roadways; or, whether alone or in a pack with other dogs, bites, attacks or preys on game animals, domestic animals, fowl or people.

D. Dogs and Cats must be inoculated in accordance with applicable state and local laws and regulations. All dogs must be licensed in the Town of Merrimack.

E. Two (2) dogs per household are permitted. Dogs and cats must be leashed AT ALL TIMES when out in the Co-operative. They are not to be tied outside without proper supervision and are not allowed on other people's property. Failure to do so will mean the loss of a Resident's privilege to have dog(s) or cat(s).

Pet waste must be picked up daily from yards and IMMEDIATELY FROM COMMUNITY AREAS. Failure to do so is in violation of the Co-operative Rules and you may forfeit your right to keep your pet.

F. Guest pets are allowed on Co-operative property as long as they remain leashed at all times. Guest pets are subject to the same rules & regulations as member's pets.

G. Leaving food outside for animals, with the exception of birds, is forbidden because it encourages animals that are predatory and/or destructive (Fisher Cats, Skunks, etc.) as well as other felines not owned by Residents.

VII. SEVERABILITY

Should any part of these Rules & Regulations be deemed to be illegal, it does not mean that these entire Rules & Regulations are illegal. All remaining Rules & Regulations not deemed to be illegal, shall remain in full force and effect.

Original Document on file and Signed by

Roni McCall, President

Stephen King, Vice-President

Pauline Batista, Secretary

Ann Tanguay, Treasurer

Jane Worthy, Representative

Pauline Brown, Representative

and Jeffrey Berrigan, Representative