

**COMMUNITY RULES**  
**View Point Cooperative, Inc.**

**A Resident-Owned  
Community**

**Owned and operated by View Point Cooperative, Inc.**

**Community Rules revised November 16, 2017**

## **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 CAPITAL 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
- ☒ Utility Poles
- ☒ Enforcement of the community rules of the co-op
- ☒ Trash Removal
- ☒ Septic Fees from the Town of Swanzey

1) The owner is responsible for:

- ☒ Hooking up to the utilities and maintain connections
- ☒ Upkeep of their lot
- ☒ 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 their 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 the removal of the home is given to the co-op.

2) All home owners are liable for damages, injury or loss incurred in their homes and on their lot. Home owners must carry homeowner's insurance and provide a certificate of insurance to the Board of Directors each year.

2) The speed limit in the community is Fifteen (15) MPH

3) Discharge of firearms, BB guns archery equipment, paintball guns, fireworks and any other dangerous weapon is 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.

2) All lot rents are due on the first (1<sup>st</sup>) day of the month. There is a \$25.00 (twenty-five) dollar late fee for rent postmarked after 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 a seven (\$7.00) dollar over the current bank fee per check. No re-deposits will be made. Non-members will pay one hundred (\$100.00) dollars above the prevailing member lot rent.

3) Any homeowner wishing to sell or remove their homes 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 home owner is responsible for advising potential buyers of the requirement of joining the cooperative as a condition of allowing the home to remain in the community.

For a period of 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 the said offers is from a lower-income or individual the resident shall accept the offer from the lower-income family or household. 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 propose 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 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 the 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-4:4-a) on the residence 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 meeting and the Cooperative may collect it against the home despite the transfer.

The following shall apply in all situations where Fannie Mae holds an "Eligible Loan" on a home in this cooperative:

⌘ Notwithstanding any other By Law prohibition, 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 in:4-a), order 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 foreclosure 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 Cooperatives lien rights, as to amounts owing to it by them 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 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 agency name, telephone number, and address
  - ii. the asking price and the names, telephone number and address of any party having signed eight Purchase and Sales Agreement.



- iii. If the homeowner desires an inspection of the home as a contingency of this 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, Paul Locke grants, fees and assessments are to be paid in full.
  - ii. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
  - iii. The lot is to be cleaned up any trash, debris, and hazard, i.e. stairs falling apart, out buildings 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, 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 NAH Manufactured Housing installation standards Board, RSA of 205 D: 20, part 603.
- 4) Only those in-home businesses that do not create additional traffic, noise, or order to the community are allowed.
- 5) Sewer 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. As a co-op member, you are an owner of our systems and care should be taken to protect said systems. If damages to the waste-water systems are found to be due to the homeowners failure to follow this rule the home owner may be responsible for the entire cost of the repair.
- 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. 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.
- 7) Notified the Board of Directors if there are any additions of occupant(s) in your home that exceeds 30 (thirty) days. The Board of Directors requires an Occupancy Agreement to be modified to list the new resident(s) as an occupant, but not to sign as a party. Each additional adult occupant must meet the co-ops Criminal Background Criteria.
- 8) All homeowners are responsible for the actions of their guests, members of the household and their pets. Community Rules apply to all guest and invitees, as well as the homeowner household adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 9) 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.
- 10) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 10 PM to 7 AM.
- III. Homeowner owns and is responsible for all repairs and maintenance of any above ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "SAFETANK" Sanders 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 that Cooperative Board of Directors maybe were placed by the Cooperative at the expense of the homeowner and such expense 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 the rules set forth in Section I I I: Buildings and Structures, Number 5.

IV. All homes purchased in the park must have insurance prior to closing and provide View Point Board of Directors a copy of their insurance certificate at the time of closing.

## V. 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 painted or stained and in good repair so that 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 the opening side and in accordance with **town** building codes.
- 4) Two utility buildings are allowed. Metal buildings are not permitted. Any new structure is to comply with the following standards:
  - a) may not exceed 10' x 14' in size
  - b) doors and windows stay in good repair and are able to be closed
  - c) portable garages are allowed, not to exceed 10' x 20' in size
- 5) All buildings, additions, porches, sheds, towers, children's play facilities, fences 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 homeowners file.
- 6) Trampolines are strictly prohibited!!
- 7) Pools are not allowed with the exception of wading pools not to exceed 12 inches in height and 4 feet in diameter.
- 8) Commercial signs are not allowed.

## IV. SITES

- 1) Freestanding and retractable clotheslines are permitted in the backyard of the lot.
- 2) Rubbish is to be kept in closed containers designated 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 clean 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 the lawns or around homes. No furniture of any kind except for lawn furniture may be outside the home or at the dumpster area.
- 5) Outside burning of leaves, rubbish, etc. is not permitted.
- 6) Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. Temporary fire pits are allowed with the written permission form signed by a Board Member

and a Fire Permit from the Town. This rule does not supersede any and all applicable fire codes.

7) Fences may be used for decorative purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. Yard enclosures are allowed and need to be maintained in good condition, manner and in keeping with the general appearance of the community. The Board of Directors has final approval on fences.

8) 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.

9) Prior written approval by the Board of Directors for planting, trimming and replacement of all large trees and shrubs is required. All permanent landscaping improvements such as walkways/stepping stones to the lot become the property of the Cooperative unless requested and approved otherwise.

10) View Point reserves the right for visual inspections of property with proper notice.

## V. VEHICLES

1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. Tire changes and minor actions such as adding windshield fluid are permitted. Vehicle repairs must be completed within 24 hours or less. No changing of vehicle fluids, oil, transmission or anti-freeze is permitted.

2) All current residents must park in their own driveways. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snowplowing or emergency vehicles. Overflow parking will go to the guest parking lot. There is **no** overnight parking on the streets by residents or any guests at any time. Overnight guests that cannot fit in driveway must park in overflow parking area.

3) All current residents must park in their own driveways. There is no parking on lawns. Parking is allowed on the streets as long as it does not block snowplowing or emergency vehicles. Overflow parking will go to the guest parking lot. There is **NO** overnight parking on the streets by residents or guests at any time.

4) We are a motorized recreational vehicle friendly cooperative. Motorized recreational vehicles are welcome to be on cooperative roads but must follow the posted speed limit of 15 M.P.H. and adhere to all safety standards. All motorized recreational vehicles must be registered.

5) There is to be no racing or inappropriate use of any vehicles in the community.

6) The speed limit is the fifteen (15) MPH.

7) Homeowners are responsible for the proper parking of guest's cars. The visitor's cars may be parked on the street, but only for short periods, and not overnight or during snowstorms. Utility or travel trailers and boats may be parked at the sole discretion of the Board of Directors.

8) Campers, tents and all other types of recreational equipment are welcome to be parked in lots or driveways. **LIVING** in any camper, tent or recreational equipment is strictly prohibited on View Point property.

## 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) Domestic pets are allowed in this community with restrictions. Proper immunization is an important responsibility of the homeowner. Placement of foreign 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

b) any animal that is on a list of prohibited pets, as provided by the co-op insurance company.

3) Two permitted dogs are allowed per household. Dogs shall be kept on a leash, under control at all times and shall not be permitted to make unnecessary noise or create disturbances. A barking dog may not be left outside for longer than 10 min. Dogs are not allowed to stay outside during quiet hours.

4) Two cats are allowed per household. 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) Pets will not be left outside the home if the residents are not home. Pets will not be noisy, disruptive or cause undue stress or inconvenience to other residents. The pet owner shall be responsible for all damage done by pets or the pets of their guests.

6) All solid wastes from pets are to be picked up by the owner and immediately disposed of in the proper manner.

7) 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**

When 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. ATTORNEYS 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 canceled 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 homeowners 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 part of these rules 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 claim for injury to persons, including

homeowners and their guests or for property damage from any cause related to homeowner's occupancy of their lots or pets, guest's, family members or invitees of the homeowner. The cooperative shall not be liable for any damages due or caused by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any type, tank, wash stand, 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 caused by the stopping of waste pipes or overflow of water, and from any and all damages not caused by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify the Cooperative and save it harmless from all costs and expenses including attorney's fees, liable loss or other claims or losses. Nothing herein shall be deemed to release the Cooperative from gross negligence.

Except for gross negligence of the Cooperative, homeowners hereby release the Cooperative from any responsibility for any injuries or damage occurring upon or in any way connected with, the premises of 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 the Cooperative under conditions of these rules and regulations or the laws of the State of New Hampshire.

Viewpoint Cooperative, Inc. Community Rules



**VIEW POINT COOPERATIVE, INC.**

**COMMUNITY RULES VIOLATION PROCESS**

In the event that a member violates a Community Rule and a proper written complaint is received by the Board, the Board will follow the below process:

1. A member of the View Point Board of Directors will either make a phone call or a house visit to the violating household to discuss the complaint/violation and to allow the Member to resolve the violation within 10 days (if reasonable).
2. If the household in violation does not resolve the complaint/violation, the Board will instruct Hodges (our property management company) to send out their letter of violation.
3. Hodges will continue with their process until violation is resolved or eviction/non-member process is complete.

*Jayne Hutchinson* 11/26/17