

# FREEDOM HILL COOPERATIVE

a Resident-Owned  
Manufactured Housing Park  
*dba Pine Ridge Estates*

**Amended September 23, 2015**

*All amended rules appear with a red asterisk \**

Effective Date January 1, 2016

**Owned and Operated By:**

Freedom Hill Cooperative, Inc.  
11 Redwood Road  
Loudon, NH 03307

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## INTRODUCTION SECTION 1

### ❖ Freedom Hill Cooperative

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 and regulations of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe tranquil environment to live in. The future value of your manufactured home rests, to a great degree, on our community appearance and its reputation in the community at large.

*The Board of Directors*

***IMPORTANT NOTICE REQUIRED BY LAW: SECTION 2***

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 may be obtained from the consumer protection and antitrust bureau of the attorney general's office, state house annex, Concord, New Hampshire 03301.

## GENERAL RESPONSIBILITIES:

## SECTION 3

### *The cooperative is responsible for:*

1. All underground utilities
2. Snowplowing of park roads and common areas
3. Maintenance of roads and common areas
4. Trees

### *The tenant is responsible for:*

1. Hooking up to utilities and maintaining connections
2. Upkeep of their lot
3. Obeying rules and regulations
4. Payment of lot rent on time
5. Prominently displaying the street number on the front of the home for emergency location (911). Numbers must be reflective.
6. 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.
7. All tenants are liable for damages, injury, or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.

### **Speed Limit**

#### Rule #

1. The speed limit in the park is 15 MPH.

## ***Discharge of Firearms***

Rule #

2. No firearms, (including BB guns, archery equipment, or fireworks) may be discharged or carried on Community property. No firearms may be carried on Community property except when leaving the Community to use them elsewhere or returning home. All firearms shall remain unloaded at all times while on Community property, except those required by law-enforcement employees who are Residents of Freedom Hill Cooperative. Any violations of state or local firearms laws by a tenant or guest, or police action or complaint against a tenant related to firearms is grounds for eviction.

## **OCCUPANCY:**

## **SECTION 4**

### ***General Guidelines***

Rule #

1. All housing units are to be owner occupied. No rentals or sub-leases are allowed. Two (2) adults per bedroom are allowed per home, provided all local, state, and federal health codes are observed. Any person age 18 or older moving into or returning to the park as a resident shall be required to pass a criminal background check at their expense \*
3. Notify the Board of Directors if there is a change in the occupancy in your home. The Board of Directors may require an amendment to the Occupancy Agreement be signed by an additional occupant who is not a family member.
4. All tenants are responsible for the actions of their guests and their children, and pets. Rules apply to all guests as well as the tenant.
5. Adults, children and pets are not to be on the lot of others uninvited.
6. Tenants will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free park. Use, sale, or giving of illegal drugs to others in this park is prohibited and is cause for immediate eviction.
7. Residents agree that they will not cause or allow any loud parties, loud musical instruments, music, noises, or other commotion on their lots or in their homes, and they will abide by any request of the Board of Directors or another resident to abate any such noise.

## SECTION 4 OCCUPANCY (Continued)

8. Quiet hours are from 10 PM to 7 AM on weekdays and 11 PM to 9AM on weekends.
9. Only those in-home businesses that constitute a permitted use under the Loudon Zoning Ordinance, and do not create additional traffic, noise, or odor to the park are allowed.
10. It is the responsibility of the tenant 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. Don't forget 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 a repair is made.

### **Rent**

#### Rule #

1. All park rents are due on the first (1<sup>st</sup>) day of the month. There is a twenty-five (\$25.00) late fee for rent not received/postmarked by 6:00 PM on the fifth day of each month. Cash is not acceptable for payment of rent. A returned check fee will be assessed at twenty-five (\$25.00) dollars per check. No re-deposits will be made.

### **Sale of Homes**

#### Rule #

1. Any tenant wishing to make an on-site sale of their home shall give immediate written notice to the Board of Directors stating the intention to sell, the asking price, the estimated date of sale, and the name, address, and phone number of the selling agent.
2. It is the responsibility of the seller to notify all potential buyers of the requirement that they become members of the Cooperative and the approval process for tenancy
3. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement.
4. For Sale signs may be placed inside the window of the home or on the house itself. No yard signs are permitted. Only two (2) "For Sale"

signs may be installed in or on each house. Signs may not exceed 4 square feet in size.

## SECTION 4 OCCUPANCY (continued)

### ***Removal of Homes***

#### Rule #

1. Any tenant who plans to move their manufactured housing unit out of the park shall give written notice thirty days (30) in advance of that happening, to the Board of Directors.
2. All park rental fees and taxes assessed against the home are to be paid in full, and all local and state requirements fulfilled.
3. A copy of the permit to remove the home shall be given to the Board of Directors prior to removal.
4. The Board of Directors may require a bond for any owner/contractor removing a home from the park, to cover any damage to the property of Freedom Hill Cooperative including but not limited to roads, septic systems, water systems, electrical systems, etc.
5. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, or broken glass.

#### **For homes to be moved in:**

1. The Board of Directors reserves the right to inspect and view any home before moving into the park.
2. If required by local, state or federal regulations, the regulating authority must first approve the age and condition of the home.

### ***Septic Systems***

1. Septic systems are not to be used for disposal of grease, condoms, feminine napkins (including Tampax), children's toys, and non-bathroom tissue. As a co-op member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the tenant's failure to follow this rule, the tenant shall be responsible for the entire repair. Septic tanks are pumped on a regular basis, scheduled by the Board of Directors.



## **BUILDINGS AND STRUCTURES:**

## **SECTION 5**

### Rule #

1. All homes need to be maintained in good condition, completely skirted, clean, neat, and properly painted.
2. Accessory buildings, porches, decks, and skirting are to be kept painted and in good repair.
3. Steps to homes are to be wood, pre-cast concrete, or bricks. Concrete blocks are not acceptable as stairs. Residents shall keep stairs and railings in good repair and condition.
4. Utility buildings are allowed, and any new structure is to comply to the following standards:
  - a) The roof is pitched,
  - b) Doors and windows stay in good repair and are able to be closed,
  - c) The color of the structure must match the color of the house, and
  - d) Metal utility buildings are not allowed.
5. All structures including but not limited to buildings, additions, porches, sheds, towers, children's play facilities, dog kennels, decks, and fences, are to have prior approval by the Board of Directors and are to comply with the town building codes, and federal and state regulations. Tenants are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. Any improvement requiring a building permit from the Town of Loudon shall not be started until that permit is issued. A copy of the Town's building permit, if required, is to be given to the Board of Directors to be placed in the tenant's file.
6. No pools, trampolines or hot tubs of any size are allowed.
7. Commercial signs are not allowed.
8. The Board of Directors shall be the sole judge of what constitutes attractive appearance, and that judgment shall be exercised reasonably.
9. Any porch, deck, railing, skirting, shed or other accessory structure that is in poor repair, inadequately painted, or in need of replacement will be replaced, repaired, or painted by the resident upon written notice by the Board of Directors that a part of the property is in disrepair or unsightly.

## SECTION 5 BUILDINGS & STRUCTURES (Continued)

10. This repair or replacement must be done to Community standards (above) and begun no later than 10 days after a notice to repair is given to the tenant. All work shall be completed no later than 35 days after first begun; or, in any case completed no later than 45 days after notice to repair is given to the tenant. If the required improvements are not completed within the above time limits, that will constitute a violation of Community Rules. The Board of Directors will have the necessary work performed at the owner's expense. All costs and expenses incurred thereby shall be added to the rental amount due at the next rental period following performance of work done. Nonpayment of this extra charge shall be considered a nonpayment of rent due and appropriate action will be taken.

## SITES:

## SECTION 6

### Rule #

1. Freestanding clotheslines are permitted. Stringing lines between trees and/or the home is not permitted.
2. Heating oil barrels are to be kept level, painted, and will conform to codes. Screening from view is suggested where possible.
3. The park provides rubbish removal, and residents may put their trash out no earlier than the evening before the scheduled pick-up. Rubbish is to be kept in covered trash containers designed for that purpose and out of sight if possible.
4. The yards and lawns are to be kept trimmed and mowed, the grass no higher than 6". Yards are to be kept neat and free of debris. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.
5. Household appliances, motors, auto body parts, tools, building supplies, chemicals, drums, tires, trash and other discarded items may not be left on lawns or around homes. All metal material including bicycles, toys, windows, window frames, doors and door frames are not to be left on lawns around homes. No old furniture of any kind except for lawn furniture in good condition may be left around the home.
6. Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted. Permanent fireplaces, barbecue pits, and campfires are not permitted. Fire rings and chimineras are permitted with a town & FHC permit and approval by the Board of Directors.

## SECTION 6 SITES (Continued)

7. No lot perimeter fences are allowed. Fences may not be higher than 4 ½ feet, and must be non-metal. Approval by the Board of Directors is required for all fences prior to installation. Fences that are unsightly and in disrepair will be removed at the owner's expense.
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 park infrastructure. Ask before you plant large shrubs and trees!
9. Homeowners shall not plant, relocate, cut, or remove trees on their lots without the prior approval of the Board of Directors.
10. The water system for this community has been designed for domestic use according to the standards of both quality and quantity set by the State of New Hampshire. This system is not designed to supply enough water to meet the demands of lawn sprinklers. Therefore, any lawn sprinkling must be done with hand-held sprinklers only. No soaker hoses or sprinkler systems (underground or aboveground) are allowed. The Board of Directors reserves the right to prohibit any lawn or garden watering if the water supply for domestic use is in short supply.
11. Firewood is to be kept neatly stacked behind the resident's house or shed. If there is a lack of back yard area, the rear portion of a side yard may be used providing the wood pile is screened from view of the community road area and covered with suitable material approved by the Board of Directors.

## **VEHICLES: 7**

## **SECTION**

### Rule #

1. Unregistered or uninspected motor vehicles are not allowed in the community.
2. No major vehicle repair is to be performed in the park. Used vehicle fluids are to be disposed of properly.
3. No vehicles shall be left on jacks, jack stands or blocks for more than 48 hours.
4. Parking spaces will be allocated to each home. There is no parking on lawns or common grassy areas. Parking is allowed on the streets as

long as it does not block snowplowing or emergency vehicles.  
Driveways may be extended with permission from the board. The

## SECTION 7 VEHICLES (Continued)

extended driveway must be maintained level and with appropriate board approved materials.

5. Motor scooters, motorized trail bikes, snowmobiles, go-carts, and all-terrain vehicles are not to be used in the park.
6. There is to be no racing or inappropriate use of vehicles in the park.
7. The speed limit in the park is 15 MPH.
8. The washing of vehicles is not allowed.
9. Residents shall not park any utility trailers, travel trailers, campers, recreational vehicles, boats (excluding canoes), all-terrain vehicles, golf carts, go-carts, snowmobiles, or similar contrivances on their lot for more than (4) consecutive days.
10. The exception to Rule #9: Recreational vehicles and boats may be parked only in a resident's driveway, Memorial Day through Columbus Day. Recreational vehicles and boats may not be parked on lawns, grassy areas or streets.
11. A storage area is available on a limited basis for specific requests. Anything to be stored must be registered with the Board of Directors before leaving it in the storage area. All items stored shall be in working order. This storage area is not plowed in the winter and is not secured; therefore any vehicle stored there is the responsibility of its owner who should secure such vehicles and check on them from time to time. The Freedom Hill Cooperative assumes no responsibility for the safety or security of such vehicles. Storage is at the owner's full risk and responsibility
12. Overnight parking of vehicles with a gross vehicle weight (GVW) of over 20,000 pounds in the park requires prior approval of the Board of Directors.

## **PETS:**

## **SECTION 8**

***While the members of this park understand that pets 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 park with restrictions. Proper immunization is an important responsibility of the homeowner. Evidence of updated licenses and immunizations must be provided if

## SECTION 8 PETS (Continued)

requested. Placement of farm and wild animals on any cooperative property is not allowed.

2. All dogs will be restricted to their lot either by a leash, by a run, or confined by a fence approved by the Board of Directors. Owners must accompany and control all dogs when off their lots.
3. Dogs that are aggressive or have bitten someone are to be removed from the park. Violation of this rule is cause for eviction.
4. All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
5. Owners must not leave their dogs outside to bark and disturb other residents in the community.

## **DISCLAIMER**

## **SECTION 9**

1. The homeowner must pay all costs of collection and reasonable attorney's fees resulting from eviction proceedings. Should any part of these rules be deemed illegal it does not mean that these entire rules are illegal.

## **LIABILITY**

## **SECTION 10**

1. The cooperative shall not be held liable for claims of personal injury or damage to property, by homeowners or their guests, which result from, or are in any way related to, homeowner's occupancy of a lot.
2. 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, leading or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or park premises.
3. The cooperative shall not be liable for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home

park, or of any homeowners, residents, occupants, or owners of adjacent or contiguous lots and property.

4. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and for any and

## SECTION 10 LIABILITY (Continued)

all damages not occasioned by reasonable wear and tear, and caused by their improper use thereof.

5. Homeowners hereby covenant and agree to indemnify the 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.
6. 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.
7. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative pursuant to these rules, regulations, and applicable law.
8. The Board of Directors shall review any violation of these rules and refer the matter to the Cooperative's grievance committee for mediation.
9. Any home damaged by fire to the extent that it becomes uninhabitable, or if the exterior walls are burned, paint has peeled, windows are broken, or so smoke-damaged that it appears unsightly, shall be removed at the owner's expense from the community within 45 days after written notice from the Cooperative. If the home can be repaired on-site, then the homeowner shall do so within 45 days to the satisfaction of the Board of Directors of the Cooperative. \*
10. Homeowners shall indemnify and save and hold harmless the Cooperative from any fires or homeowner property damage claims which result to the residents, their guests, or visitors while in or on homeowner property. Each homeowner shall carry sufficient property and liability insurance to cover these contingencies. \*