

REGULAR TRASH PICKUP – WEDNESDAY RECYCLING – ALTERNATE THURSDAYS

**TANGLEWOOD
MOBILE HOME PARK, L.P.**

PARK RULES

&

LEASE AGREEMENTS

**TANGLEWOOD MOBILE HOME PARK, L.P.
10 SPARROW STREET
KEENE, NEW HAMPSHIRE 03431**

PHONE – 603-352-4068 / FAX – 603-352-8397

(updated January 1, 2015)

TANGLEWOOD ESTATES

#10 SPARROW ST ♦ KEENE, NH 03431

(603) 352-4068

COMMUNITY FEE SCHEDULE

Effective Jan. 1, 2017

<u>Item:</u>	<u>Charge:</u>
Application Fee	\$ 40.00
Criminal Background Check Fee	\$ 25.00 per person over the age of 18
Monthly Lot Rent:	\$ 523.00/mo.
Late Fee – on balances of \$100 or greater (If not paid by the 5 th day of the month)	\$ 25.00
Dog Charge (per dog)	\$ 5.00
Eviction/Default Service Administration Fee	\$ 15.00
NSF (returned check) Fee	\$ 25.00
Maintenance Service Fee (1 hour minimum charge)	\$ 45.00/hr. per man
Water / sewer chg. – Base fee per month	\$ 8.00-upper park, \$9.41-lower park
Water & sewer usage charge	\$.0970/cu. ft.
Extra garbage fee	\$ 9.00 / bag
Garbage can back fee	\$ 5.00
Yard sale sign removal fee	\$ 5.00

All payments should be delivered to the Community's on-site representative or mailed to:

Tanglewood Estates MH Park
10 Sparrow Street
Keene, NH 03431

NOTE: Management reserves the right to change fees upon 60 days notice in accordance with RSA.205-A:6.

IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MOBILE HOME PARK. THE LAW REQUIRES ALL RULES AND REGULATIONS OF THIS PARK TO BE REASONABLE. NO RULES OR REGULATION MAY BE CHANGED WITHOUT 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 AND REGULATIONS 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 NON PAYMENT 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 AND REGULATIONS OF THIS PARK BUT ONLY IF THE RULES AND REGULATIONS ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND THEN YOU 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. ANY TENANT THAT RECEIVES THREE EVICTION NOTICES, FOR WHATEVER REASON, THE THIRD EVICTION NOTICE WILL BE THE FINAL EVICTION NOTICE AND WILL CONSTITUTE AUTOMATIC EVICTION FROM THE PARK.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS/HER HOUSEHOLD MEET THE RULES OF THE 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 REMOVE THE HOME FROM THE PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NH 03301.

INITIAL WHEN REVIEWED	
_____ / _____	
Applicant	Manager

PARK RULES AND LEASE AGREEMENT

RATE

The monthly lot rent will be **\$523.00** PLUS WATER AND SEWER.

Monthly lot rent and utility payments are due on the first of the month. A \$25.00 late charge will be assessed if the statement is not paid on or before the 5th of the month. When paying the Statement after the 5th, add \$25.00 to your payment. Repeated failure to pay rent on time shall be deemed a violation of these Park rules for which you may be evicted after we have given you a written notice of your failure to comply with the rules, and a reasonable opportunity thereafter to comply. Pursuant to RSA -205-A:4(I), liquidated damages in the amount of \$15.00 will be added to any arrearage of rent and utilities upon service of Demand for Rent and or Utilities. In addition, you will be required to pay legal fees and expenses incurred in eviction proceedings.

Should any checks be returned to the Park due to non-sufficient funds, that residents account will be charged \$25.00 per check. All NSF checks must be replaced by a money order. CASH payments may not be made when paying your monthly statement. City property taxes on mobile homes are due and payable on or before July 1st and December 1st of each year. All residents whose taxes are delinquent by December 10th are subject to eviction within 60 days. In addition, the park has the right to place a lien upon any mobile home for tax arrears, as all property tax arrears are paid by the Park under State law.

MOBILE HOME SPACES

1. Each lot is rented to you as an individual for the mobile home originally located there by you. Sub-leasing of your lot or renting of your mobile home is strictly forbidden. Residents should notify the office should they experience a name change or an addition or deletion to their homes occupancy.
2. All potential residents must submit credit references to the management and be approved prior to taking occupancy. Upon approval, the first month's rent must be paid. Property taxes to the City of Keene must also be paid, including any previous years arrearages. All current semi-annual tax bills due at the time of mobile home sale must be paid at closing. Any previous balances due to the Park or unpaid property taxes by the previous owner not paid at time of sale will become the responsibility of the new owner. Total number of persons allowed to occupy each mobile home will be two persons per bedroom, or a maximum of six persons per 3 bedroom unit. Those residents who have added persons to their homes occupancy should notify the office. Should we not be notified or should your occupancy be more than six persons (or two persons per bedroom), you are subject to eviction for violation of park regulations.

EXAMPLE - 2 bedroom home = not more than 4 persons may occupy home

3 bedroom home = not more than 6 persons may occupy home

3. Prior to taking occupancy, all persons wishing to enter the park must come into the office and fill out all necessary entrance forms. At this time residents must pay one month's park rent.
4. House-sitting or renting of your mobile home is not allowed at anytime, for any period of time. All homes in the park **MUST BE OWNER OCCUPIED**. Residents violating this regulation will be subject to eviction.

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5. Each resident will be supplied with a garbage container which will be compatible with our trash removal truck system. These will be supplied one to each resident at no charge. Should container become lost, stolen or defaced by resident it will be the responsibility of each resident to purchase the replacement at their cost.
 All trash and garbage must be in refuse containers supplied to you by park office. Only bagged trash should be placed in the TW refuse containers. NO LOOSE ITEMS. Cans must be set at the edge of the road for pick up, but not so as to obstruct the mail deliveries, and garbage can must be returned to the rear of your home as soon as possible after pick up. If cans are still at the side of the road the following morning, the servicemen will be instructed to return these for you, and a \$5.00 service charge will be made. Recycling is picked up on alternate Thursdays. Please place your covered container at the end of your driveway for our pickup. Your container should be filled with co-mingled items – glass, plastic and aluminum. Please place items in your co-mingle container LOOSE – no bags please. Any rubbish dumped on the Park property constitutes grounds for eviction. No burning of rubbish is allowed on Park property. No trees, brush, leaves, or limbs may be left indefinitely anywhere on the Park property. If you have such refuse to dispose of, you should call the office to make arrangements for pick up. Garbage containers should be returned to the office when a resident leaves Tanglewood Estates. Should same not be returned, the cost of same (\$50) will be billed.
6. Fences: No fences of any type (which include temporary lawn or garden fencing) will be allowed. Those residents who currently have a management approved “grandfathered” fence at their location that met previous park standards, will only be allowed until said fencing requires either repair or replacement (either partial or total) due to deterioration or otherwise. At that time, the fencing will have to be removed in its entirety and no approval for a new installation will be granted.
7. Mailbox posts should not be set into concrete.
8. Carports: Free standing carports in driveways are not accepted. Pre-existing carports in driveways prior to Jan 1, 2013 will be grandfathered as long as they remain in good condition. Should they become in disrepair, they will be required to be removed in their entirety and approval for a new installation will not be granted. The addition of lattice work or other materials used to enclose the carport; will not be approved on existing carports. They must remain as a free standing carport with open sides.
9. Landscaping on each mobile home space may be arranged by the resident, however, masonry work, trellis, awnings, etc., must first be approved by the management. No structure of any kind may be added to the mobile home or erected on the lot without approval from the management. Permission will not be given for more than 1 utility building per lot unless arranged by management. Utility buildings should be not more than 8 feet high, 12 feet in width or length and not greater than 120 square feet in total. No metal sheds will be allowed. New sheds or replacement sheds must be of wood construction, with a pitched shingle roof or other roofing material approved by management and sided with clapboard, vinyl or hardie board material to match the color of the home. Awnings, canopies or porches may be constructed with approval of management and must conform to the building codes of the City. No trees or branches may be cut without permission of the management. Any resident wishing to remove trees from their lot must first have the trees inspected and approved for removal by the management. A permission form for tree removal must be obtained from the office, which will be valid for 30 days from the date issued. Residents are required to do the following when removing trees: all parts of said tree, including branches, trunk and stump must be cleared from the lot within 7 days from the date the tree was cut down. Failure to abide by these set rules for tree removal is a violation of the rules, which constitutes grounds for eviction.

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10. Please notify management should you plan to vacate and/or leave your premises for more than 30 days.
11. In case of emergency during your absence from your mobile home, the manager will enter to protect your interests only if there is a written permission card at the office.
12. Outside clotheslines are permitted if located to the rear of the mobile home (behind the patio). Laundry must be removed as soon as it is dry.
13. TV antennas are not permitted in Park. Residents wishing to install other antennas must speak to the management. Small satellite dishes are permitted. Please inform Park Management re: installation/placement of same prior to installation.
14. Residents who burn wood should neatly stack their wood behind the rear of their mobile home.
15. Mobile home spaces must be kept clean and grass and shrubbery must be kept trimmed. In the event of a careless resident who does not keep their space a place of beauty, we reserve the right to instruct our maintenance man to clean this space at their current hourly rate per man. Mobile homes themselves must be kept clean, painted and attractive.
16. Items on the lot which are not considered lawn ornaments, lawn furniture or grills should be stored in the resident's home or shed. Carports, awnings and screen rooms should not be used as storage facility. Exception to this regulation would be that of management approved large toys such as swing sets or sand boxes.
17. All toys, bicycles etc., must be picked up and put away each night. The installation of swingsets, sandboxes or other permanently set up toys must be approved by the Park management. Waiver of insurance liability must be on file with park office relative to swing sets, and play pools. This is to be presented to office prior to installation of same.
18. Basketball hoops, free standing, mounted or otherwise will not be permitted on park property.
19. Trampolines will not be permitted on park property.
20. Residents may not operate businesses from their homes.

AUTOMOBILES

1. No unlicensed person will be permitted to drive an automobile on Park property.
2. A speed limit of 15 miles per hour must be observed at all times. Should speed bumps be installed, Park management will not be held responsible for damage of any kind to persons or vehicles caused by speed bumps. Should a resident or guests of residents continually violate the speed limit, that resident will be held responsible for the actions of their guests and may be subject to eviction.
3. Cars must be parked in spaces provided in front of each mobile home. All utility trailers, boats, etc., must be parked in the area specified by management. Campers, RVs and utility trailers must be parked in the driveway only. Parking of these vehicles on the lot is not permitted at anytime. Residents will be responsible for the proper parking of guest's cars. Please do not permit guests to park in front of other residents areas **OVER NIGHT PARKING ON STREETS IS PROHIBITED AND VEHICLES WILL BE TOWED AWAY AT THE VEHICLE OWNERS EXPENSE.**
4. All vehicles parked in an area other than your allotted driveway will be subject to a window sticker which will be applied to your vehicles side window describing the violation. There will be a series of stickers that may be applied should you continue to park illegally – with the third and final sticker being a notice that the vehicle will be towed at the resident's expense. This will pertain to all vehicles, anytime of the year.
5. Ski-machines, all terrain vehicles, and trail bikes shall not be driven within Park Property.

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- 6. As per City ordinance, no unregistered vehicle may be parked in any manner on any lot. If done so, resident shall be subject to eviction.

No resident will be allowed to keep any vehicle at their lot that is unsightly, including various parts being different colors, excessive rust, flat tires, etc. No resident is to use their lot as a garage for extended mechanical repairs. Should a resident want to rotate their tires or change their oil, that would be acceptable but only short jobs are allowed.

PARK BUILDINGS AND PROPERTY

- 1. Junior high school children's access to Keene Middle School will be at access road near 61 Oriole Ave. only. School children should understand that they do not have to walk to the entrance of the Park, and down Maple Avenue, as this direct access is available. Under no circumstances should children pass between mobile homes going to and from school, the access road should be used.
- 2. No vehicles of any kind are permitted to use the access road to the school.
- 3. Parents will be held responsible for any damages done by their children. Children must not trespass on other resident's lots or vacant areas. Children are not permitted to play on construction equipment. Children should not play in the park streets and should confine their playing to their lot or pavilion area with parental supervision or accompanied by a person over the age of 18.
- 4. The management will not be held responsible for damages, injury, or loss due to accident or theft to either the property or person of residents or their guests. This will be considered full notification that you are using property and/or equipment at your own risk. Residents will be held liable for any and all damages caused by themselves, their guests, servants, or others and the resident assumes all such responsibility. Use of BB guns, paintball guns or other such weapons on park property is strictly prohibited.
- 5. Open fires are not permitted at any time.
- 6. Street lighting which is out should be reported to Eversource. Please report directly to the Eversource Company using the number stamped on the light pole. Eversource telephone number is: 1-800-662-7764.
- 7. Due to insurance liability, as well as possible destruction to resident or park property, there should be no sliding anywhere on park property. Please inform your children and their guests of this regulation.
- 8. Tampering with electric service is forbidden. Necessary electrical connections must be made by the management. All exterior-conductors must be rubber covered, or plastic covered weatherproof approved.
- 9. All residents must carry homeowners insurance with Personal Liability. Residents must advise the office when changing insurance carriers, or renewing their policy. Insurance information must be updated on a yearly basis in order to keep our files up to date, RE: expiration dates on policy.

ANIMALS

- 1. All residents must first contact the park office prior to obtaining a dog or cat. Please do not bring this pet into your home without first contacting us. New dogs will be accepted into the Park with the sole determining factor relative to dogs being the management. There will be an additional \$5.00 monthly charge per dog. All dogs are on probation. All permitted dogs within the Park must be restrained at all times. The number of cats per household with management permission will be dictated by the cats actions, on an individual basis – ie. destructive behavior, etc. Other pets are not restricted as long as reasonable consideration is taken. A pet exercising area is available in the Park and

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maintained by the maintenance men. These areas are designed for pets and their owners ONLY. Young children under the age of 10 will not be allowed to exercise their pets without parental guidance. Under no circumstances should these areas be used by children as a playground. Please do not leave your pet unattended in the pet exercise areas.

- 2. Noisy or unruly pets or those that generate complaints will not be allowed to remain in the Park. As well, any resident concealing pets may be subject to eviction. Any dog with a history of aggressive behavior and/or prior or current dog bite history will be prohibited from the park – regardless of the situation. There will be no exceptions to this regulation.
 - 3. All pets must be immunized, licensed and registered with the Park office. Rabies vaccination information will be required for both dogs and cats, and should be updated with Park office upon expiration. Dogs must be licensed on a yearly basis no later than May 31 of current year. This information must be kept current with the Park office.
 - 4. Residents with pets must keep their yard free from debris, and waste should be cleaned up on a regular weekly basis. Pets must not be allowed to use neighbor's yard as a pet run.
 - 5. The management reserves the right to make all final decisions in the event of any misunderstanding regarding pets not covered in these governing standards.
- Aggressive breed dogs, including but not limited to: Pitbulls, Rottweillers, Dobermans, Chow Chows, Wolf/Wolf hybrids or a mixed breed that includes any of these breeds will be prohibited from park entrance. Further, park management permission MUST BE obtained prior to entrance of any new dogs in Tanglewood Estates. THERE WILL BE NO EXCEPTIONS! Complaints in reference to cats and/or dogs should be WRITTEN to the office in order that we may attempt to solve the problem. We must know where this cat/dog lives with a description of the cat/dog in order for us to follow up on your complaint.

GENERAL PARK POLICIES

- 1. Immoral conduct resulting in conviction or conviction of a criminal offense will automatically terminate lease.
- 2. No peddling or soliciting will be allowed in the Park. Yard sale signs must not be posted on park signs or trees. Residents should display signs advertising yard sales on stakes/signs provided by the resident. Yard sales will be permitted, one sale per lot per year. Yard sale signs posted must be removed by the end of the day. Residents that do not remove their yard sale signs will be charged a \$5.00 fee should park employees remove same. Signs on Park property will not be permitted for business purposes. Residents selling their mobile home will be permitted to display FOR SALE signs up to 2 feet in size and should be placed on an inside window.
- 3. No person is permitted to enter the space or mobile home of another during the owner's absence without written permission from the owner being accepted in the office.
- 4. A charge will be assessed should our service be required to set-up, take down or transfer a mobile home. Park employees must disconnect utilities, at the Parks current hourly rate for this service.
- 5. All service requests are chargeable unless request is cancelled prior to serviceman's action.
- 6. Park employees have full time duties to perform. Should you require assistance from them, you will be expected to pay current rate per hour for their time. No payments shall be made by the resident directly to a Park employee. All payments must be made to the office.
- 7. All sewer, water, gas, electric, television and satellite connections must meet with standards of the local government.

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- 8. Radios, televisions, music systems, etc., must be kept to a volume that will not annoy others. No loud parties or other excessive noise will be tolerated, and should be reported to local police after hours, with a follow up to Park office the next business day.
- 9. All cases of communicable disease, including that of pets, must be reported to health authorities and Park office.
- 10. All mobile homes must be skirted with skirts of a type acceptable to the management. New or used units must be skirted within 60 days after set up in the Park. Skirting must be maintained, kept clean and in good condition and repairs or replacement is required to be done by the residents when needed. No exceptions to this rule unless with managements approval.
- 11. All residents should notify the management as far in advance as possible, a minimum of 30 days is required, when planning to vacate the premises. Tenants must check out at the office for clearance before vacating with paid current City property tax receipt. All outstanding debts with the Park, as well as city property taxes must be paid before the mobile home can be removed from the Park.
- 12. The management reserves the right to bring eviction proceedings to any person or persons who create a disturbance, or exhibit repeated conduct which disturbs the peace and quiet of other tenants in the park. The management shall be the sole judge of such conditions and the need for such action.
- 13. The management reserves the right to impose rules and regulations it deems necessary or advisable.
- 14. The management will not be responsible for any interruption of services or damage caused by conditions beyond their control.
- 15. Any and all complaints must be submitted in writing, signed by the complainant and delivered to the management. Any verbal complaints or unsigned written complaints will be dismissed.

All rules and regulations before mentioned are provided for the convenience of tenants. We realize that some of these rules cause inconvenience at times, however if you desire to live in a clean and well kept Park, these rules and regulations are necessary, so please do your part in cooperating with us so that we can all feel proud of our little community.

MOBILE HOME - ENTRANCE AND SET UP

- 1. All mobile homes being delivered to the park must immediately report to the office before proceeding to the lot. Park employees will accompany the home to the lot to direct and approve the location of the home on the lot.
- 2. No new or used mobile home will be permitted to enter the Park or be sold and remain in the Park unless it meets U.L. or B.O.C.A. standards. Unless agreed to in advance by management, no home that is more than 5 years old, or less than 720 square feet in area, will be allowed to remain in the Park, if it is sold or otherwise disposed of by a Park resident or owner. Management reserves the right to refuse to allow any home, no matter what size or age, to enter the Park, or remain after is sold, based on managements assessment of its condition and appearance.
- 3. Residents selling their mobile home must have any property taxes to the City of Keene paid, including any previous year's taxes, interest, costs and penalties. All current and semi annual tax bills, whichever is due, at the time of sale should be paid prior to transfer of property. Deeds will not be signed by the Park unless all property taxes and any amounts due to the Park are paid in full.

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