

# **Community Rules**

Pepperidge Woods

A Resident-Owned  
Community

Owned and operated by: Pepperidge Woods Cooperative, Inc.

Welcome to Pepperidge Woods. You have joined an exceptional community; one conceived and built to deliver long-term benefits to homeowners. The goals of the community include energy-efficient homes, environmentally sensitive community design, conventional home financing, and long-term control through resident ownership.

It is our desire to provide a pleasant, attractive, and affordable place for you to live. All communities need some form of regulations. The rules and regulations of this community are not intended to be unnecessarily restrictive but are meant to provide a safe and tranquil environment to live in. The future value of your manufactured home rests, to a great degree, on your community appearance and its reputation in the community at large.

We sincerely hope you enjoy living in Pepperidge Woods.

***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 CAPITOL STREET, CONCORD, NEW HAMPSHIRE 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.**

## **GENERAL RESPONSIBILITIES**

- 1) The Cooperative is responsible for:
  - a) Enforcement of the community rules
  - b) All underground utilities
  - c) Utility Poles
  - d) Snowplowing of roads
  - e) Maintenance of roads and common areas
  - f) All trees, whether in common areas or on individual lots
  - g) Curbside pickup of household trash
  - h) Lawn mowing (Only if enough community volunteers are available)
  
- 2) The resident is responsible for:
  - a) Obeying community rules and regulations
  - b) Hooking up to utilities and maintaining connections above ground
  - c) Any damage to below-ground utilities caused by resident negligence
  - d) Upkeep of the home's lot
  - e) Disposal of garbage other than household trash, including hazardous waste, furniture, appliances, and construction garbage
  - f) The care, maintenance and snow removal of their own walk-ways and driveways.
  - g) Payment of lot rent (carrying charges) on time
  - h) Prominently displaying the street number on the street side of the home( 911)
  - i) All state or local taxes on the home are the responsibility of the resident. 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.
  
- 3) All residents are liable for damages, injury or loss incurred in their homes and on their lot or as a result of activity conducted on their lot and for the actions of their household members, guest and/or invitees. Residents are strongly urged to carry homeowner's insurance.
  
- 4) The speed limit in the community is Fifteen (15) MPH!
  
- 5) Discharge of firearms, BB guns, archery equipment, paint ball guns, and any other dangerous weapon is strictly prohibited. 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. In order to promote the safety of the residents and make a fair distribution of services, the maximum number of individuals allowed per home is six (6).
  
- 2) All lot rents are due on the fifteenth (15th) day of the month. There is a fifteen (\$15) dollar late charge for rent received after the twentieth 20<sup>th</sup> day of each month. Cash is not acceptable for payment of rent; payment must be made by check or money order. A returned check fee will be assessed five (\$5) over the current bank fees per check. No re-deposits will be made. Non-members will pay (\$50) fifty dollars above the prevailing member lot rent.

3) Any resident wishing to sell or remove home is required to inform any potential buyers of the requirement to join the cooperative as a condition of allowing the home to remain in the community.

a) If the Cooperative is owed money by the resident, the Board of Directors will sign a 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-a) on the resident's 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 lien and the Cooperative may collect it against the home despite the transfer.

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

i. Notwithstanding any other Bylaw provision, 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:4-a), or directly from the holder of an Eligible Loan, shall be exempt from any "low income" requirement.

ii. 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 foreclose 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 Cooperative's lien rights, as to amounts owing to it by the 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 only 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.

**c) For sales of homes:**

i. When a Purchase and Sale agreement has been executed, the seller or the seller's real-estate agent has three (3) business days to inform the Board of Directors with a letter that contains:

2. Agent name and contact information
  3. The asking price
  4. The contact information including email and telephone of the party having signed the purchase and sale agreement
- Confirmation that the buyer is aware of the need to gain membership for purchase.

ii. If the resident desires an inspection of the home as a contingency of The sale, it must be done in compliance with RSA 205: A-2:f.

- iii. In advance of signing a Purchase and Sales Agreement, the resident is responsible for advising any potential buyers of the requirement to join the Cooperative. All purchasers of homes in the Community must apply and receive approval from the Board of Directors.

**d) For removal of homes:**

The homes in Pepperidge Woods are built and set with the intent that they be permanently sited and not removed from the community. However, extenuating circumstances may apply in some instances. In such cases:

- i. The resident must give thirty (30) days written notice to the Board of Directors.
- ii. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
- iii. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
- iv. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- v. The resident is responsible for capping either the basement or the crawlspace depending on the foundation of the home.
- vi. The resident is responsible for any damage to the lot or to any party of Pepperidge Woods resulting from the removal of the home.

**e) For replacement of homes:**

In cases where the home is destroyed by fire or other catastrophe:

- i. The Board of Directors requires written approval of all new and used homes prior to delivery.
- ii. The replacement home must be visually compatible with the other homes in the community in the sole discretion of the Board of Directors, and it must meet or exceed the energy-efficiency standards that were incorporated in the specifications of the original house (i.e. insulation, thermal efficiency of windows, furnace efficiency, etc.).
- iii. All work must meet the minimum standards set by the State of NH Manufactured Housing Installation Standards Board, RSA 205 D:20, part 603.
- iv. The resident is responsible for any damage to the lot or to any party of Pepperidge Woods resulting from the replacement of the home.

- 4) Only those in-home businesses that do not adversely impact Pepperidge Woods are allowed. Negative impacts include noise, odor, environmental damage, or additional traffic. Any in-home business must comply with all local, state, and federal laws and regulations and must not result in increased load on the water and/or septic systems beyond what would reasonably be expected from the solely residential use of that home. All in-home businesses require prior written approval from the Board of Directors.
  - a. Discharge of chemicals or other hazardous waste from a hobby or business (such as photo developing, ceramic painting, or operating a hair salon) is

prohibited. Such waste must be disposed of in a safe manner approved by the Town of Barrington.

- 5) Notify the Board of Directors if there are any additions of occupants in your home that exceeds 30 (thirty) days. In all cases, the total number of occupants shall *not* exceed the Cooperative's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult Occupant must meet the co-op's Criminal Background Criteria.
- 6) All residents are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the resident household.
- 7) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 8) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Disorderly conduct, as described in New Hampshire RSA 644:2, 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, with prosecution to the fullest extent of the law.
- 9) Persons listed as convicted sexual offenders according to Megan's Law List will not be allowed to purchase homes at Pepperidge Woods and such a conviction is grounds for eviction.
- 10) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from 11 PM to 8 AM. Lawn-mowers will not be used between the hours of 8 PM and 8 AM.

## **BUILDINGS AND STRUCTURES**

- 1) All homes need to be maintained in good condition, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) Accessory buildings, porches and decks are to be kept painted and in good repair so 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 opening side and in accordance with the Town of Barrington's building code.
- 4) All buildings, additions, porches, sheds, steps, towers, children's play facilities, 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 of Barrington's building code, as well as federal and state regulations. Residents are required to present a plan for

any of the aforementioned 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, and will be placed in the resident's file.

- 5) Only one utility building is allowed. Metal buildings are NOT permitted. Any new structure is to comply to the following standards:
  - a. Building must be aesthetically compatible with the house as well as the overall appearance of Pepperidge Woods.
  - b. May not exceed fourteen (14') feet by twelve (12') feet.
  - c. Roof must be pitched.
  - d. Doors and windows stay in good repair and are able to be closed.
  - e. All utility buildings must be set on or behind a line projected across the lot parallel to the road, and no part of the building may be in front of that line.
- 6) No structure or planting can be placed over a septic tank, leach field, propane tank, or other underground utility, and no structure can be placed so as to impede access to that utility.
- 7) No structure of any kind can interfere with the line of vision between a propane tank fill valve and a delivery truck.
- 8) Temporary garages, such as those covered by tarpaulins or plastic, are NOT allowed.
- 9) Permanent garages are allowed, with the following conditions:
  - a. The design must be compatible with the house as well as with the overall appearance of Pepperidge Woods in the sole discretion of the Board of Directors.
  - b. The structure must be built within the footprint indicated for that lot on the Pepperidge Woods site design plans. The Board of Directors must approve any exception to this site restriction in writing.
  - c. The design must comply with all local, state, and federal regulations.
  - d. A copy of the Town of Barrington's building permit is to be given to the Board of Directors prior to commencement of construction.
- 10) Any interior remodeling which creates a potential impact on the septic system – such as a change in number of bathrooms or bedrooms - must be approved in writing by the Board of Directors and must comply with all local, state, and federal regulations. Prior to approval, residents must present a plan for the project, showing design details, to the Board of Directors. A copy of the Town of Barrington's building permit is to be given to the Board of Directors prior to commencement of construction.
- 11) If any project requires a Certificate of Occupancy, a copy of the certificate must be filed with the Board of Directors.
- 12) Trampolines will be allowed as long as the resident has up to date Homeowner's insurance stating the Insurance Company covers trampolines, and signs are posted stating "no Trespassing without Permission."



- 13) Outdoor hot tubs and Jacuzzis are allowed, provided they are located on or behind a line projected across the lot parallel to the road, and not crossing that line. Outdoor hot tubs and Jacuzzis must be covered, with a locking cover, when not in use.
- 14) Swimming pools are prohibited, with the exception of 'kiddie pools', which are defined as being no larger than 12 inches in height and 4 feet in diameter. Kiddie pools must not be left unattended, and water must be removed when not in use.
- 15) Commercial signs are not allowed on any lot in Pepperidge Woods, with the exception of Real Estate "FOR SALE" signs.

## SITES

1. **Septic Systems:** Only human waste may be flushed down the toilets. Grease, oil, paint, condoms, feminine sanitary products, children's toys, diaper wipes, food and non-bathroom tissue are examples of items that may not be flushed into the septic system. They put a strain on the septic system and could cause serious damage to the system and/or to the environment. As a Pepperidge Woods resident, 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 resident's failure to follow this rule, the resident may be responsible for the entire cost of the repair.
2. **Water:** Residents are requested to help conserve water by fixing leaking faucets and toilets, and keeping hoses and faucets from running longer than necessary. Water sprinklers are acceptable, on a schedule determined by the board of directors.
3. **Oil Heat:** Because of the danger of oil spills, the potential damage to the environment, and the extraordinary costs of cleaning up a spill, oil and kerosene heat is not allowed in Pepperidge Woods, with the exception of long-term power outages. This includes central heat, space heaters, and direct-vent heaters such as Monitor Heaters.
4. **Propane:** All homes in Pepperidge Woods are equipped with propane furnaces and hot water heaters and are connected to an underground propane tank. The propane supplier owns the tanks. The Cooperative has made every effort to secure the best available propane price and service for residents of Pepperidge Woods; however, each resident has the option of choosing another supplier. This option is protected by law and cannot be infringed upon.
  - a. The Cooperative encourages the use of clotheslines. Clotheslines must be set behind the home.
  - b. The Cooperative will provide curbside trash pickup.
  - c. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible.

- d. Trash pickup only includes household trash as identified in the trash collection pamphlet. The disposal of items such as car batteries, motor oil, caustic chemicals, tires, and paint cans (empty or full) is not allowed.
  - i. If separation of trash such as glass, plastic, paper, etc., is available and included in the contract with the pickup service, residents are expected to comply with the guidelines.
  - ii. Trash cans can be set out the night before, and are to be retrieved the same day as trash pick-up.
- e. Lawns are mowed regularly by community volunteers using community owned equipment. It is the resident's responsibility to keep their yard neat and free of debris so as not to impede the mowing. Any damages caused by mowing that are not covered by the community's liability insurance will be the responsibility of the homeowner. Other lawn care and landscaping is the responsibility of the resident.
  - i. Lawns are mowed by volunteers within the community; if there are not enough volunteers to mow required lawns the Board of Directors will give the membership a minimum of 10 days notice before responsibility shifts to the homeowner. Community owned equipment will be available for use by the membership after a brief training session is held with the homeowner if responsibility shifts.
- f. Snow removal for streets is managed by the community and home owners maintain their responsibility to keep their property out of or near the street during the winter time. Any damages caused by snow removal that are not covered by the community's liability insurance will be the responsibility of the homeowner.
- g. Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- h. Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted. Permanent fireplaces and barbecue pits are permitted, providing that the member seeks prior written approval by the Board of Directors and permit from the Town of Barrington. This rule does not supersede any and all applicable Town of Barrington fire codes. A copy of the permit from the Town of Barrington will be kept in the residents' file, by the Board of Directors.
- i. Fences other than dog pens may be used for decorative purposes only and no higher than four (4) feet. No lot perimeter fences are allowed. No chain link fences are allowed. All fences must not be in front of the parallel line of the front of the house. The Board of Directors has approval on all fences.
- j. The use of the lot by the resident 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.
- k. Prior written approval by the Board of Directors for planting, trimming and replacement of all trees and shrubs is required. Once planted, all trees and shrubs become the property of the Cooperative.

- I. The Community Room utilities (electric, water) are not for personal use. Exceptions to this rule will be made at the sole discretion of the Board of Directors.

## **VEHICLES**

- 1) Unregistered and/or un-inspected motor vehicles not allowed in the community, except when kept in a permanent garage.
- 2) Minor repairs and tire changes are permitted. Oil, gasoline, radiator fluid, etc. must never be dumped on Pepperidge Woods property or into the septic system. They all pose serious hazards to the environment and could contaminate the Cooperative's water supply.
- 3) There is no parking on lawns or in yard. Parking is allowed on the streets as long as it does not block emergency vehicles or snow plowing vehicles. Overnight parking is not allowed between December 1<sup>st</sup> and April 1<sup>st</sup>. Overnight parking on the street is limited to two (2) consecutive nights, must not block the flow of traffic, and is not permitted between December 1<sup>st</sup> and April 1<sup>st</sup>. The Community Center can be used for parking, by visitors/guests only; it is not intended for residential overflow parking.
- 4) Off-road vehicles such as; motorized trail bikes, snowmobiles, go-carts, and all-terrain vehicles are not to be used in Pepperidge Woods. They can be stored on the property of the resident, but only in a garage, shed or approved trailer.
- 5) There is to be no racing or inappropriate use of any vehicles in Pepperidge Woods.
- 6) The SPEED LIMIT IS FIFTEEN (15) MPH!
- 7) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over twenty thousand (20,000) pounds in the community requires prior written consent of the Board of Directors, and should be displayed in the dashboard. Exceptions to this rule include moving vans when residents are moving in and out of Pepperidge Woods.

## **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 Pepperidge Woods, with restrictions. Placement of farm and wild animals on any Pepperidge Woods property is not allowed.
- 2) Two (2) dog per household are allowed, with the following restrictions. Dogs are prohibited if:
  - a. The dog has a history of aggressive behavior or biting incidents.

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- b. The breed is on a list of prohibited pets, as provided by the Cooperative's insurance company.
- 3) Dogs will be restricted to a pen, leash, runner, or electric fence, when left unattended. At all other times dogs must remain under your control. A continuous barking dog may not be left outside for longer than ten (10) minutes.
- 4) Cats are allowed to roam free provided they are not damaging any property of another resident. Should this occur, the resident will remove the pet or confine it to the inside of the resident's home.
- 5) All solid wastes from pets are to be picked up by the owner in a timely fashion and disposed of in the proper manner.
- 6) If a dog becomes a public nuisance, whether by barking, running free, biting, or by menacing behavior in the Board of Directors sole discretion, the resident may be required to further restrain the animal or remove it from Pepperidge Woods. The Board of Directors reserves the right to have the animal removed if necessary, at the expense of the pet owner in the case when a pet owner has failed to comply with a written removal request in a reasonable time set by the Board of Directors.

**REQUESTS FOR REASONABLE ACCOMODATIONS**

- 1) Where 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 of Directors
- 2) Residents may apply for an exception to the "Animal" section of the Community Rules by submitting a Request for A Reasonable Accommodation.

**SEVERABILITY**

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

**Pepperidge Woods Community Rules**

Total Twelve (12) Pages – Approved on 1/23/2016

by the Membership

The foregoing is a true and accurate account, attested by, \_\_\_\_\_  
Secretary

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Approved on 11/16/09 Amended on 1/23/2016