

## **PURCHASE AND SALE AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **The City of Rochester**, a New Hampshire municipality with an address of 31 Wakefield Street, Rochester, County of Strafford and State of New Hampshire (hereinafter referred to as "Seller") and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as "Buyer")

### *WITNESSETH:*

WHEREAS, Seller is the owner in fee simple of a certain tract of land located in the City of Rochester, County of Strafford and State of New Hampshire more fully described in deed from \_\_\_\_\_ to Seller dated \_\_\_\_\_ recorded in the Strafford County Registry of Deeds at Book \_\_\_\_, Page \_\_\_\_\_.

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon and subject to the terms and conditions set forth below,

NOW THEREFORE, in consideration of the mutual covenants, agreements and other consideration of the parties described herein, Seller and Buyer covenant and agree as follows:

1. Sale and Purchase of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Premises, inclusive of all building and any personal property thereon, for the consideration and upon the terms and conditions hereinafter stated, subject to the conditions precedent to Buyer's obligation for perform as set forth in detail in this Agreement.

2. Premises to Be Conveyed. The Premises shall include all rights and easements appurtenant thereto, and any and all right, title and interest of Seller, in and to any award made or to be made in lieu thereof for any taking or condemnation subsequent to the date hereof, either paid or unpaid and all personal property remaining on the Premises.

3. Purchase Price. Subject to the terms and conditions of this Agreement, Buyer shall buy the Premises and pay Seller therefore the sum of \_\_\_\_\_) (the "Purchase Price"), payable as follows:

(a) Deposit. The Buyer shall deliver to James R. St. Jean Auctioneers, LLC, as escrow agent ("Escrow Agent"), on the execution of this Agreement the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (said amount being referred as the "Deposit").

The Escrow Agent shall hold the Deposit in a non-interest bearing account. If Seller fails or refuses to perform its obligations under this Agreement, or if this Agreement is terminated by the Buyer in accordance with the provisions relating to termination set forth herein, then the Deposit shall be returned by the Escrow Agent to the Buyer. If Buyer fails or refuses to perform its obligations under this Agreement, then the

Buyer's initials \_\_\_\_\_

Seller's initials \_\_\_\_\_

Deposit shall be disbursed by the Escrow Agent to Seller. Upon a closing of this transaction, the Deposit shall be disbursed by the Escrow Agent to Seller and applied against the Purchase Price.

(b) Closing Payment. Buyer shall pay the balance of the Purchase Price, namely \_\_\_\_\_, to Seller at Closing (as defined below) by bank check or wire transfer in accordance with wire instructions to be provided by Seller to Buyer in writing prior to Closing and subject to all adjustments made pursuant to this Agreement.

(c) Buyer's Premium Due. The Purchase Price does not include the Buyer's Premium of ten percent (10 %) of the Purchase Price, due to the Auctioneer at closing.

Purchase Price \$ \_\_\_\_\_ at \_\_\_\_\_% equals Buyer's Premium \$ \_\_\_\_\_.

Payment of such an amount by the Buyer in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the City's obligation to convey title. This Buyer's Premium is in addition to the Purchase Price and is payable directly to the Auctioneer.

4. Due Diligence Period/Property Inspections.

(a) Title. The property is being sold in "As Is" condition. The City makes NO WARRANTY of any information contained herein. The parcel is being sold without warranty as to suitability for building, the ability to gain any desired regulatory approval from the City (i.e. zoning compliance), or the absence of any environmental hazard. The property is being sold as a property without any warranties or guarantees regarding chain of title or condition of the real estate. Bidders are responsible for performing their own due diligence appropriate to the purchase of any real estate. The City makes no representation that any title search whatsoever has been conducted and makes no representation regarding the quality of the title held by the City or to be transferred by the City.

5. General Conditions Precedent to Buyer's Obligation to Perform. The obligation of Buyer to purchase the Premises is subject to the fulfillment, prior to closing or at closing, of all of the following conditions, any one or more of which at Buyer's option, may be waived;

(a) All the representations and warranties made by Seller herein shall be true and correct as of the date of closing.

(b) All of Seller's obligations hereunder shall be fully performed.

If any of the foregoing General Conditions are not satisfied at the closing, Buyer at its election may waive such conditions to complete this purchase or may cancel this Agreement. If Buyer shall elect to cancel this Agreement due to the failure of a general condition precedent, there shall be no further recourse to either party hereunder except that if Buyer's cancellation shall be due to a willful breach or a breach resulting from gross negligence of a specific obligation, warranty or representation of Seller, Buyer shall have all its remedies at law and equity, and shall not be required to turn over any plans, engineering studies or the like as herein provided; provided, however, there shall be no consequential damages permitted.

6. Date of Closing and Possession. The closing shall take place no later than \_\_\_\_\_, provided that all specific contingencies have been satisfied, at the Office of the City Attorney, 31 Wakefield Street, Rochester, NH or such other location as the parties may mutually agree. Possession of the Premises shall be delivered to Buyer on the date of closing, free and clear of all tenants.

10. Liquidated Damages. In the event that Buyer fails to close this transaction after fulfillment of all conditions, and title is good and marketable, Seller shall, as his sole remedy at law, in equity or otherwise, retain the amount of the Deposit plus interest earned, if any, paid as liquidated damages, in which event this Agreement shall thereupon be cancelled and Buyer shall be released of all further liability thereunder. It is hereby agreed that Seller's damages, without sale, will be difficult of ascertainment and that the Deposit constitutes a reasonable liquidation thereof and not a penalty.

11. Specific Performance. As an alternative to a remedy at law for contractual damages in the event of Seller's breach, Buyer, at Buyer's election, shall have the right of specific performance in accordance with the general principles of equity.

12. Deed. At closing Seller shall convey to Buyer title to the Premises by duly executed Quitclaim Deed, (hereinafter referred to as "Deed").

13. Seller's Specific Contingencies. The following contingencies must be satisfied prior to Seller's performance hereunder:

(a) In accordance with Rochester City Ordinance 4.4, the auction sale of any tax deeded property must be confirmed by majority vote of the City Council.

14. Notices. Whenever it shall be necessary or appropriate under the provisions of this Agreement that notice be given by one party to another, such notice shall be given in writing at the address as above given. Such notice shall be deemed effective one day after it is mailed and placed for delivery by United States Postal Service.

15. Default. In the event of Buyer's failure or refusal to perform hereunder, Seller may retain the Deposit as complete liquidated damages as its sole remedy. If

the transaction contemplated hereunder shall not be consummated as the result of Seller's default or its inability to perform or fulfill any obligation hereunder, Buyer shall receive a refund of the Deposit, and Seller shall have no further liability or obligations hereunder, unless Seller's failure to close is willful or attributable to Seller's bad faith, in which case Buyer may, at its election, seek specific performance of this Agreement. The parties shall not be entitled to seek or receive any remedies at law or in equity, except as provided in this Section.

16. Brokers. Each party shall indemnify and hold harmless the other for any claims made by any broker claiming to represent that party in regard to this transaction. Each party represents that they have engaged no broker in this transaction. The aforesaid obligation to hold harmless and indemnify shall include all costs, expenses, reasonable attorney's fees, and any settlement or payment of judgment.

17. Miscellaneous.

(a) This Agreement and the rights of the parties hereunder will be governed by New Hampshire law.

(b) This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter thereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, except as contained herein except as may be needed to carry out the terms of this Agreement.

(c) This Agreement cannot be changed orally, but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, amendment or discharge is sought.

(d) The provisions of this Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns.

(e) Any terms, conditions, warranties, representations, covenants and indemnities herein which are or may be performed in whole or in part subsequent to the closing, shall survive such closing and shall not be rendered ineffectual by the passage of title.

(f) The parties acknowledge that they were represented by counsel and this Agreement shall be construed fairly as to all parties and not in favor of or against any party regardless of which party prepared this Agreement or the relative bargaining strength of the parties.

18. Subsequent Events. From and after the date hereof Seller shall give prompt written notice of any notice or information received by Seller of the occurrence of any event which would or with the passage of time would, prevent Seller from



performing its obligations hereunder and constitute a breach of warranty or representation.

19. Execution in Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same instrument.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this on the date first above written in their capacities listed below.

Seller – City of Rochester

\_\_\_\_\_  
Witness  
Dated: May 12, 2018

By: \_\_\_\_\_

Buyer – \_\_\_\_\_

\_\_\_\_\_  
Witness  
Dated: May 12, 2018

By: \_\_\_\_\_

Its \_\_\_\_\_, duly authorized



**IN PROCESS APPRAISAL SUMMARY**

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
903	19,100	400	0.000	19,500	19,500		33472
Total Card	19,100	400	0.000	19,500	19,500	Entered Lot Size	GIS Ref
Total Parcel	19,100	400	0.000	19,500	19,500	Total Land: 0	GIS Ref
Source: Market Adj Cost	Total Value per SO unit /Card: 21.10		/Parcel: 21.10		Land Unit Type: AC		

Parcel ID 0204-0080-0048

**PREVIOUS ASSESSMENT**

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2017	106	FV	19,100	400	400	19,500	19,500	19,500	Year End Roll	9/7/2017
2016	106	FV	18,700	400	400	19,100	19,100	19,100	Year End Roll	9/8/2016
2015	106	FV	18,700	400	400	19,100	19,100	19,100	Year-end	10/1/2015
2014	106	FV	18,700	400	400	19,100	19,100	19,100	Year End Roll	9/29/2014
2013	106	FV	23,500	400	400	23,900	23,900	23,900	Year End Roll	9/4/2013
2012	106	FV	23,500	400	400	23,900	23,900	23,900	Year End Roll	9/20/2012
2011	106	FV	28,300	400	400	28,700	28,700	28,700	Year End Roll	9/27/2011
2010	106	FV	34,500	400	400	34,900	34,900	34,900	roll	8/26/2010

**SALES INFORMATION**

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
GAUDET WILLIAM	4532-7	11	12/4/2017	Government		No	No	4		
RIVERSIDE MO HO	1885-476	2	9/3/1996	Foreclosure	4,500	No	No	4		
PWH SALES	1869-60		6/4/1996	Foreclosure		No	No	4		
NUMERICA SAVING	1559-676		6/20/1991			No	No			
MOUDY CHESTER W	1531-117	6	10/30/1990			No	No			
GROVER FRANKLIN	1335-530	4	8/21/1987			No	No	4		
BROGDEN A. MIRI	1307-10	4	4/28/1987			No	No			

**TAX DISTRICT**

**PAT ACCT.**

ASR Map:	Fact Dist:	Reval Dist:	Year:	Land Reason:	Bld Reason:

**BUILDING PERMITS**

Date	Number	Descr	Amount	C/O	Last Visit	Fed Code	F. Descr	Comment

**ACTIVITY INFORMATION**

Date	Result	By	Name
12/4/2017	DEED CHANGE	DM	DARCY
8/30/2012	MEAS+INSPCTD	TG	THERESA
6/30/2004	CORRECTION	VW	VIRGINIA
7/21/2003	PROP LOC CHG	VW	VIRGINIA

Sign: \_\_\_\_\_

VERIFICATION OF VISIT NOT DATA

**PROPERTY LOCATION**

No	Alt No	Direction/Street/City
124		DAFFODIL HILL LN, ROCHESTER

**OWNERSHIP**

Owner 1:	CITY OF ROCHESTER
Owner 2:	
Owner 3:	
Street 1:	31 WAKEFIELD ST
Street 2:	

**PREVIOUS OWNER**

Twn/City:	ROCHESTER
Sr/Prov:	NH
Postal:	03867-1916
Own Occ:	N
Type:	

**NARRATIVE DESCRIPTION**

This Parcel contains .AC of land mainly classified as CITY OF ROCHE with a(n) MANUFACTURED Building Built about 1984, Having Primarily VINYL Exterior and ASPH SHINGLE Roof Cover, with 1 Units, 0 Baths, 1 3/4 Baths, 5 Rooms Total, and 3 Bdrms.

**OTHER ASSESSMENTS**

Code	Descr/No	Amount	Com. Int

**PROPERTY FACTORS**

Item Code	Descr	%	Item Code	Descr
Z			U	0 SEPTIC
o			t	3 CTY WTR PB
n			l	4 NONE
Census:			Exmpt	
Flood Haz:				
D RO	ROCHESTER		Topo	1 LEVEL
s			Street	1 PAVED
t			Traffic	2 LIGHT

**LAND SECTION (First 7 lines only)**

Use Code	Description	LUC Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Inf1 %	Inf2 %	Inf3 %	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
903	CITY OF ROC		0		PRIMARY A SITE		1.0	0	0	0.000	5012												

Total AC/HA:	0.00000	Total SF/SM:	0.00	Parcel LUC:	903	CITY OF ROCH	Prime NB Desc:	VILL @ RIVER	Total:	Spl Credit	Total:
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**EXTERIOR INFORMATION**

Type:	11 - MANUFACTURED
Sly Ht:	1 - 1
(Liv) Units:	1 - Total: 1
Foundation:	12 - PIER/SLAB
Frame:	01 - WOOD
Prime Wall:	4 - VINYL
Sec Wall:	%
Roof Struct:	1 - GABLE
Roof Cover:	1 - ASPH SHINGLE
Color:	GRAY
View / Desir:	A - AVERAGE

**GENERAL INFORMATION**

Grade:	D+ - FAIR (+)
Year Blt:	1984
Alt LUC:	
Jurisdct:	
Const Mod:	
Lump Sum Adj:	

**INTERIOR INFORMATION**

Avg Ht/FL:	STD
Prim Int Wall:	8 - PANELING
Sec Int Wall:	
Partition:	T - TYPICAL
Prim Floors:	8 - AVERAGE
Sec Floors:	%
Bsmnt Fir:	
Bsmnt Gar:	
Electric:	3 - TYPICAL
Insulation:	2 - TYPICAL
Int vs Ext:	SAME
Heat Fuel:	1 - OIL
Heat Type:	1 - FORCED W/A
# Heat Sys:	1
% Heated:	100
Solar HW:	NO
% Com Wall:	
% Sprinkled:	

**DEPRECIATION**

Phys Cond:	AV - Average	61.0%
Functional:	SW - SINGLEWI	10.0%
Economic:		%
Special:		%
Override:		%
Total:		64.9%

**CALC SUMMARY**

Basic \$ / SQ:	55.42
Size Adj:	1.02272725
Const Adj:	0.95999998
Adj \$ / SQ:	54.412
Other Features:	13500
Grade Factor:	0.92
Neighborhood Inf:	0.92000002
LUC Factor:	1.00
Adj Total:	54479
Depreciation:	35357
Depreciated Total:	19122

**BATH FEATURES**

Full Bath:	Rating:
A Bath:	Rating:
3/4 Bath:	1
A 3QBth:	Rating: SAME
1/2 Bath:	1
A HBth:	Rating: SAME
OlthrFix:	Rating:

**OTHER FEATURES**

Kils:	1
A Kils:	Rating: SAME
Frpl:	Rating:
WSFlue:	Rating:

**CONDO INFORMATION**

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

**COMMENTS**

COMMODORE NOVA 80480-1 SER#C18015-A  
FNA 48 VILL AT RIVERSIDE.

**RESIDENTIAL GRID**

1st Res Grid	Desc: Line 1	# Units	1
Level	FY LR DR D K FR RR BR FB HB L O		
Other			
Upper			
LVI 2			
LVI 1	1	3	1
Lower			
Totals	RMs: 5 BRs: 3 Baths: HB 1		

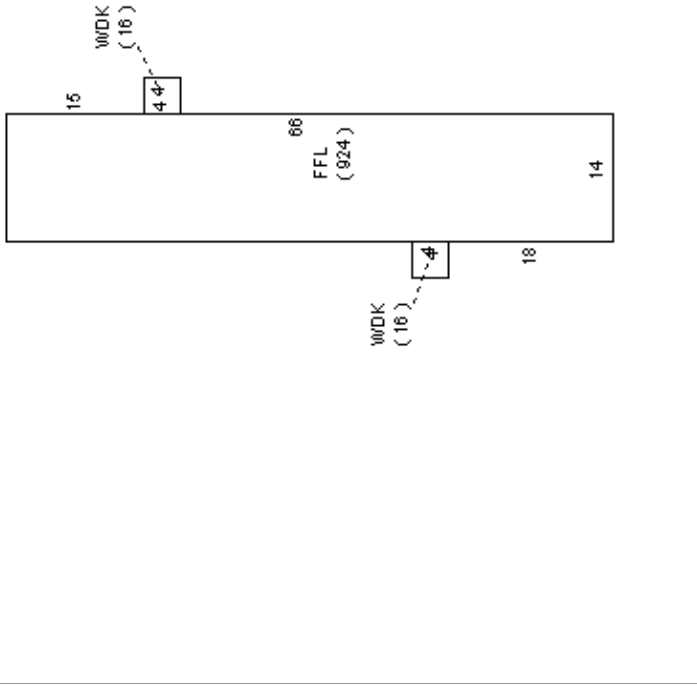
**REMODELING**

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals	1 5 3

**RES BREAKDOWN**

No Unit	RMS	BRS	FL
1	5	3	M
Totals			
1	5	3	

**SKETCH**



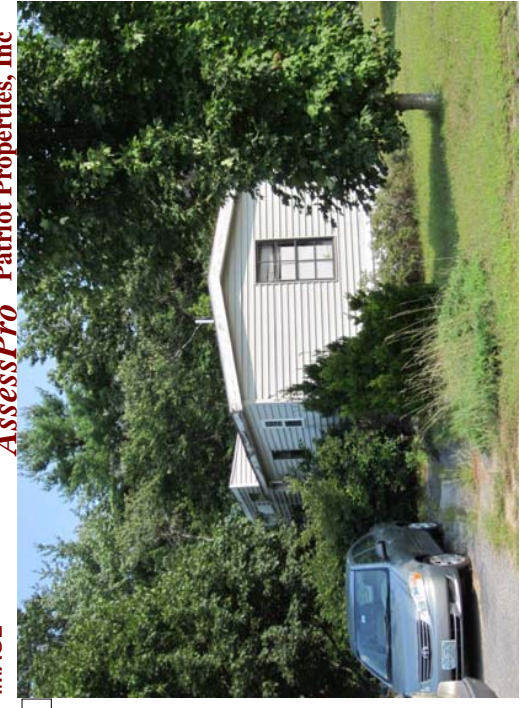
**SUB AREA**

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	% Descrip	% Type	#	Qu	Ten
FFL	1ST FLOOR	924	54.410	50,277							
WDK	WOOD DECK	32	18.400	589							
Net Sketched Area:		956	Total:	50,866							
Size Ad	924	Gross Are	956	FinArea	924						

**SUB AREA DETAIL**

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	% Descrip	% Type	#	Qu	Ten
FFL	1ST FLOOR	924	54.410	50,277							
WDK	WOOD DECK	32	18.400	589							
Net Sketched Area:		956	Total:	50,866							
Size Ad	924	Gross Are	956	FinArea	924						

**IMAGE**



**AssessPro** Patriot Properties, Inc

**PARCEL ID**

0204-0080-0048	JCod	JFact	Juris. Value	400				
Rate	Parcel ID	Typ	Date	Sale Price				
WtAv\$/SQ:	AvRate:	Ind.Val						
Juris: Factor:	Before Depr:	46.05						
Special Features:	0	Val/Su Net:	19.98					
Final Total:	19100	Val/Su SzAd:	20.67					
Unit Price	D/S	Dep	LUC	Fact	NB	Fa	Appr Value	400
6.67	T	40	903				400	
Total Yard Items:	400	Total Special Features:	400	Total:	400			

RETURN TO:  
City Attorney  
City of Rochester  
19 Wakefield Street  
Rochester, NH 03867

This conveyance is exempt from the NH Real Estate Transfer Tax pursuant to RSA 78-B:2 I. This transfer is also exempt from the LCHIP surcharge pursuant to RSA 478:17-g II (a).

Doc # 0018028 Dec 5, 2017 1:47 PM  
Book 4532 Page 0007 Page 1 of 2  
Register of Deeds, Strafford County

### TAX DEED

KNOW ALL MEN BY THESE PRESENTS that I, **DOREEN JONES**, collector of taxes for the City of Rochester, in the County of Strafford and State of New Hampshire, for the year 2017, by the authority vested in me by the laws of the state, for valuable consideration, do hereby convey forever to **THE CITY OF ROCHESTER**, a New Hampshire municipal corporation with a place of business at 31 Wakefield Street, Rochester, New Hampshire, the following described premises:

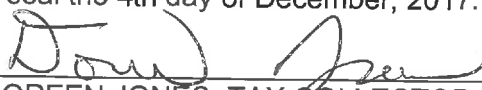
A certain "Manufactured Housing" (RSA 674:31) and appurtenances thereto:

One 1984 Commodore 14 x 70, Nova Mobile Home, Model No. 80480-1, Serial No. CI8015-A, which said manufactured housing unit is situated at Lot 48, The Village at Riverside, Rochester, County of Strafford and State of New Hampshire.

Meaning and intending to convey the same mobile home as described in the Manufactured Housing Quitclaim Deed (RSA 477:44) to William J. Gaudet and Sharon L. Gaudet by Riverside Mobile Home Park, LLP, dated September 3, 1996 and recorded on September 5, 1996 at the Strafford County Registry of Deeds at Book 1885, Page 0476.

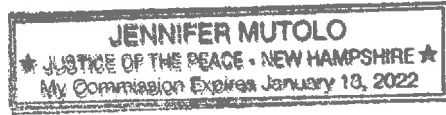
And I, **DOREEN JONES**, collector of taxes for the City of Rochester, do hereby covenant with the said **CITY OF ROCHESTER**, that in making this conveyance I have in all things complied with the law and that I have good right, so far as the right may depend upon the regularity of my own proceedings, so sell and convey in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal the 4th day of December, 2017.

  
DOREEN JONES, TAX COLLECTOR  
CITY OF ROCHESTER

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this 4th day of December, 2017, before me personally appeared the above named Doreen Jones, Tax Collector, City of Rochester, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged the same to be her free act and deed for the purposes contained therein.



Jennifer Mutolo  
Notary Public / Justice of the Peace  
My Commission Expires:

**ACCEPTANCE**

The undersigned City of Rochester hereby accepts this Tax Deed.

CITY OF ROCHESTER

By:

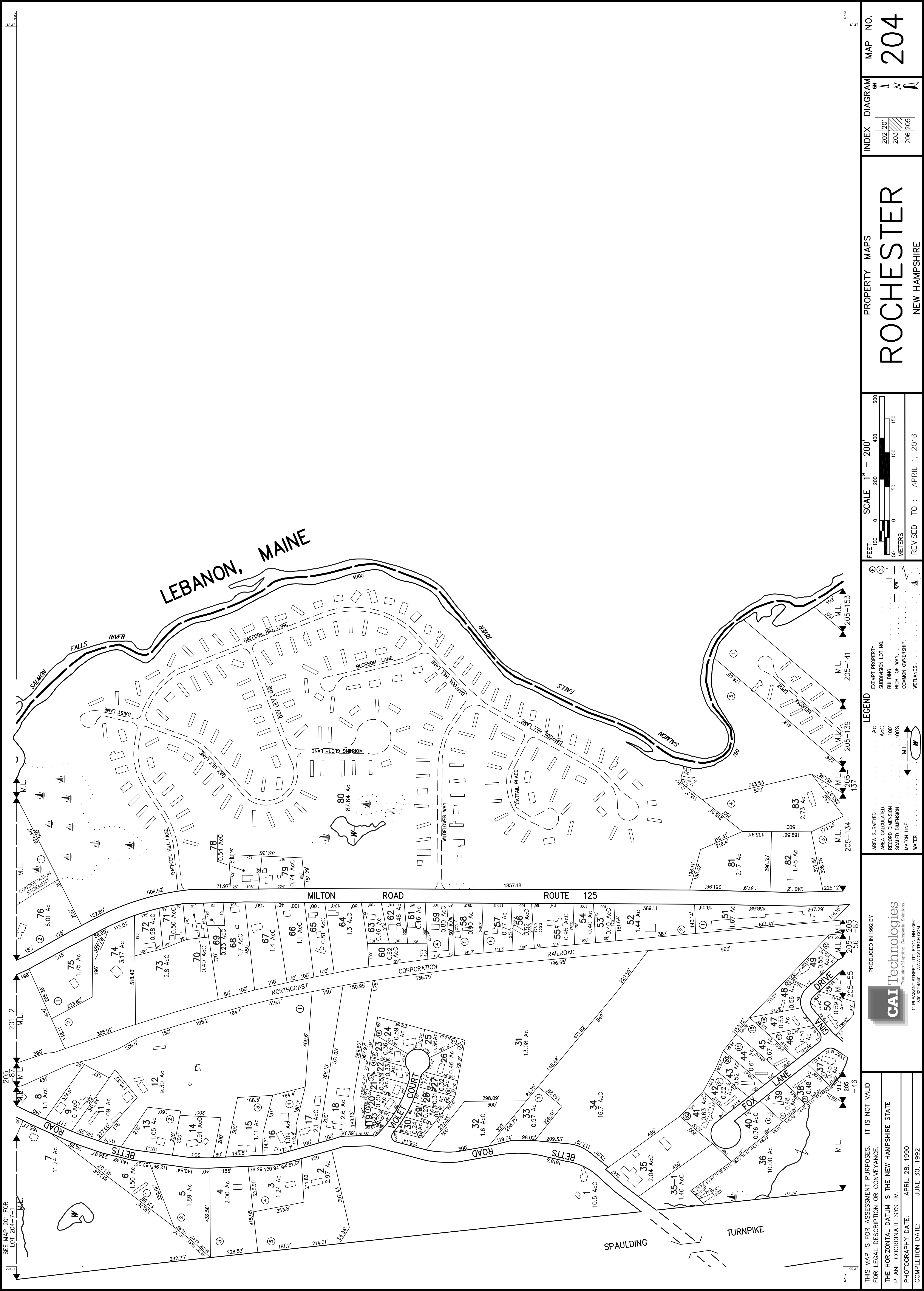
Daniel W. Fitzpatrick  
Daniel W. Fitzpatrick, City Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

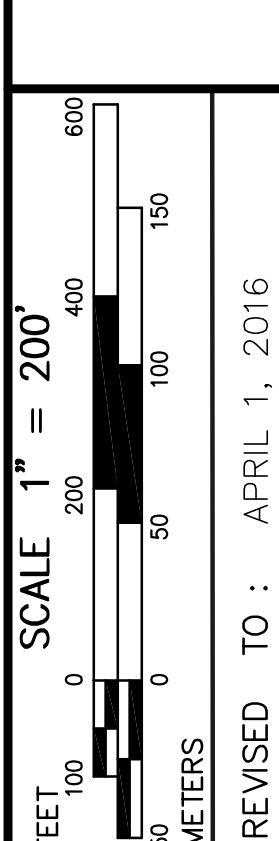
On this 4th day of December, 2017, before me personally appeared the above named Daniel W. Fitzpatrick, duly authorized, City Manager of the City of Rochester, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged the same to be his free act and deed for the purposes contained therein on behalf of the City of Rochester.

[Signature]  
Notary Public / Justice of the Peace  
My Commission Expires: 3/26/19





# LEBANON, MAINE



- REVISIED TO : APRIL 1, 2016
- LEGEND**
- AREA SURVEYED
  - AREA CALCULATED
  - RECORD DIMENSION
  - SCALED DIMENSION
  - MATCH LINE
  - WATER
  - WETLANDS
  - EXEMPT PROPERTY
  - SUBDIVISION LOT NO.
  - BUILDING
  - RIGHT OF WAY
  - COMMON OWNERSHIP

PRODUCED IN 1992 BY  
**CAI Technologies**  
 Precision Mapping, Geospatial Solutions  
 11 PLEASANT STREET, LITTLETON, NH 03061  
 800.232.4640 - WWW.CAI-TECH.COM

THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.  
 THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM.  
 PHOTOGRAPHY DATE: APRIL 28, 1990  
 COMPLETION DATE: JUNE 30, 1992

SEE MAP 201 FOR LOT 204-7-1

9913



# Park Rules

## Windswept Acres Cooperative

A Resident-Owned Manufactured Housing Park

Owned and operated by: Windswept Acres Cooperative, Inc.



*Introduction*

**Windswept Acres 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:

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 OWNERS 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 AN OWNERS 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.



## I. GENERAL RESPONSIBILITIES

1. **Annual and special meetings:** Attendance to annual meeting is mandatory for all voting members of the WAC Co-op. Acceptable exceptions to this Bylaw are as follows. You are a shut in, work related on call situations. All exceptions except family emergencies must be in writing and received by the board of directors five (5) days prior to the meeting. A fifty (50) dollar fine will be charged for missed attendance of meeting unless prior authorization has been made.

The cooperative is responsible for:

- a) All underground utilities
- b) Snowplowing of the roads
- c) Maintenance of roads and common areas
- d) Trees

The owner is responsible for:

- a) Hooking up to utilities and maintaining connections
  - b) Upkeep of their lot
  - c) Obeying rules and regulations
  - d) Payment of lot rent on time
  - e) Prominently displaying the street number on the front of the home for emergency location (911)
  - f) 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.
2. All owners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance
  3. Discharge of firearms, BB guns, paintball guns, archery equipment and any other dangerous weapon is strictly not allowed. No fireworks may be set off, with the exception of sparklers used under adult supervision.
  4. Lamp posts are the Cooperatives responsibility except for the bulbs. Light bulbs are the owner's responsibility

## II. OCCUPANCY

1. All housing units are to be owner occupied. No rentals or sub-leases are allowed. Four (4) is the maximum number of adults (children excluded) allowed per house, due to septic capacity.
2. All park rents are due on the first (1<sup>st</sup>) day of the month. There is a **(\$40.00) dollar late payment fee for rent received after the fifth (5<sup>th</sup>) of each month.** Make check or money order (**cash will not be accepted**) payable to Windswept Acres Co-Op. There will be a thirty-five (\$35.00) dollar service charge for any check that is returned. We will not re-deposit. Owners, who have two (2) returned checks in a calendar year, will be required to pay all fees by certified check or money order. Non-payment of rent charges, water or lawful fees shall be sufficient grounds for eviction.

3. Any owner wishing to sell or remove their home is required to give a sixty (60) day written notice of intent to the Board of Directors.

Real Estate and or Home for Sale signs by owner are allowed only in front of the property for sale. Entrance and common areas are off limits of all signage. One day signage will be allowed (yard sales/open house) with prior approval from operations

In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the cooperative and the approval process for tenancy.

For sales of homes:

- a) The letter will contain the agent's name, telephone number, and address;
- b) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.

For removal of homes:

- a) All taxes assessed against the home are to be paid in full. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
- b) The lot is to be cleaned of any trash, debris, and Hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.

For homes to be moved in:

- a) The Board of Directors reserves the right to inspect and view any home before moving into the park.
- b) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.

4. One (1) political sign will be allowed as long as the sign is not more than 2'x2'. Signs MUST be removed the day after the election. If not removed the board reserves the right to remove it from your property without issue
5. Only those in-home businesses that do not create additional traffic, noise, or odor to the park are allowed. All in home daycare businesses must be properly licensed by the city and state.
6. Septic systems are not to be used for disposal of grease, condoms, feminine napkins (including Tampax) children's toys, and non-bathroom tissue. Garbage disposals are not allowed. As a cooperative 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 may be responsible for the entire repair.
7. It is the responsibility of the owner 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. Failure to do this and damages occur, repair costs and labor will be at the cost of the homeowner, and this includes digging up the water cover in the winter to shut water off. The cooperative reserves the right to shut off the water at any home where there is a leak until a



repair is made.

8. Notify the Board of Directors if there is a change in the occupancy in your home. The Board of Directors will require an Occupancy Agreement to be signed by an additional occupant.
9. All owners are responsible for the actions of their guests and their children and pets. Rules apply to all guests as well as the tenant.
10. Adults, children and pets are not to be on the property of others uninvited
11. Owners will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This includes vulgar language. 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.
12. 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 Sunday Through Thursday and 11 PM to 8 AM Friday and Saturday. Should a holiday fall on a Monday then the quiet hours for Friday and Saturday may be extended to include Sunday.

### **III. BUILDINGS AND STRUCTURES**

- 1) All homes need to be maintained in good condition, skirting, clean, and neat and properly painted in a manner in keeping with the general appearance of the park.
- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 3) Steps to homes must meet or exceed local Building Codes.
- 4) Only one utility building is allowed. Metal sheds are not allowed. Any new structure is to comply with the following standards:
  - a) Site must be approved by Operations Manager.
  - b) May not exceed 12' X 14' with a maximum wall height of 10 feet per City of Rochester Chapter 43 Mobile Home Park Ordinance 43.4(e)(6).
  - c) Roof is pitched
  - d) Doors and windows stay in good repair and are able to be closed
- 5) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior approval by the Board of Directors and are to comply with the town building codes, and federal and state regulations. Owners 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 to be placed in the owner's file.

- 6) Commercial signs are not allowed.
- 7) Pools are only allowed with prior permission from the Board of Directors, and with site approval from the Operations Manager. The homeowner will also supply a copy of their homeowner's insurance and all future renewals showing liability in the minimum amount of \$300,000.00. Pools and Hot Tubs will conform to the City of Rochester Code; Chapter 41. No pool will run its filter system off of an extension cord. All pools are to be fenced in or have removable stairs per city code.

#### IV. SITES

- 1) Clotheslines are only permitted behind the house.
- 2) It is the homeowner's responsibility to insure their Heating oil barrels are to be kept level, painted, and will conform to Safe Tank Standards. Screening from view is suggested where possible.
- 3) Only home owners rubbish is to be placed out for pick up, if any trash is brought into the park from other sources, the homeowner will be subject to a (\$20.00) twenty dollar fine per incident. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible. Weekly rubbish removal from the house to the street is the tenant's responsibility. Rubbish will only be put out in front of home 24 hrs before trash day. When emptied, homeowner will promptly put containers back. Currently our trash pick-up day is Friday. A written notice will follow the first offense and a \$10.00 fee will be enforced after the second offense.
- 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. Shrubbery is to be neatly trimmed and kept within the owner's lot. If a lot is neglected the cooperative reserves the right to have the lot mowed, paid for at the owner's expense at a fee of \$35.00 per mowing. The person mowing the lawn will receive the \$35.00 after the initial warning has been issued.
- 5) 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. Homeowner is responsible for removal of these items. The homeowner is also responsible for any damage to the asphalt, including but not limited to damage caused by oil or gas spillage or leakage. No old furniture of any kind, except for presentable lawn furniture, may be left around the home.
- 6) Outside burning of leaves, rubbish, etc. is not permitted. Portable gas and charcoal grills are permitted but permanent fireplaces or barbecue pits are not permitted. Chimaeeras and above ground fire places can be no larger than 2 ft, you need to call the Rochester Fire Department for an inspection and permit. They are "above ground portable units only". No fireplaces built on the ground.



- 7) Well-maintained post and rail fences are permitted five feet from the road. Chain link and well-maintained stockade fences are only to be use to fence off pools or the river. Privacy fences are allowed as long as they do not extend past the front of the home. The Board of Directors has final approval on fences. All fencing will need permits from the City of Rochester (Per Code).
- 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! No trees shall be removed unless assessed by the operations department. If it is dead, we will bring in a tree service and have it removed. If it is a live tree, you will have to appeal to the board of directors for removal. If approved, the cost of removal of a live tree by a professional tree service will be the responsibility of the homeowner. Trees within a 250' area of the river is a D.E.S. issue and requires a permit from them.
- 9) Basketball hoops are allowed providing they are kept and used in the owner's yards. Playing on the streets is not allowed.
- 10) There will be no parking on the leach fields. If found doing this you will be subject to a fee of \$150.00 per day
- 11) A periodic inspection of the lot will be made by the Board of Directors or the Operations Manager. If any deficiencies are noted, you will be notified by written letter to correct the situation. The Cooperative reserves the right to perform work on any lot which has been neglected by the homeowner. This will be done at the homeowners expense, after a 30 day notice.

## V. VEHICLES

- 1) Un-registered and/or un-inspected motor vehicles are not allowed to reside in the park. Unregistered and/or uninspected vehicles will be given 1 written warning to register or inspect vehicles within (10) ten days. After the (10) ten days a \$10.00 fee per day will be issued until resolved
- 2) The number of vehicles is limited to the size of the homeowner's driveway. Any variance to this rule will require written Board approval. There is no parking on lawns or on leach fields; this is to allow for snow emergencies. Parking is not allowed on the streets from October fifteenth (15th) to April thirtieth (30th)
- 3) No repairs to vehicles are to be performed in the park lasting more than 24 hours. No vehicles will be allowed to remain on ramps/blocks unattended. Only vehicles owned by home owner in the park may be repaired in the park.
- 4) Boats, campers and other recreational vehicles may not be kept at the homeowner's lot, without the Board's written approval. These may be parked, with the Board permission and conditions, in the long-term lot. The Board reserves the right to inspect all items being stored for leaks or other hazardous materials. No motorized vehicles may be parked in the long-term lot.

- 5) Motorized trail bikes, skimobiles, 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 is 15 MPH. Warnings will be issued for excessive speeding. After 3 warnings a fee of \$100.00 will be assessed to the homeowner. Homeowner's are responsible for all guests also.
- 8) All co-operative owned vehicles are to be used for co-operative business only.

#### **VI. PETS**

- 1) No owner of a dog, cat or any other pet shall allow it to run at large or to commit a nuisance within the limits of the park
- 2) All solid waste from pets are to be picked up by the owner immediately and disposed of properly.
- 3) For insurance purposes, the following breeds are prohibited from Windswept Acres Cooperative. AKITAS, ROTTWEILER, DOBERMAN PINCER, PIT BULL, OR CHOW. If any of these breeds are acquired while you are a resident of Windswept Acres Cooperative. This will be grounds for eviction
- 4) The Board of Directors reserves the right to have any pet known to have attacked a person or another pet removed from the Cooperative. Such situations will be reviewed on a case by case basis.

#### **VII. Cooperative Equipment**

Any equipment owned by the cooperative no longer in use shall be put up for sale by sealed bid to all cooperative members before being sold to the public. Equipment will be posted for thirty (30) days at the mail boxes.

#### **VIII. ATTORNEY'S FEES AND COSTS**

The homeowner must pay all costs of collection and reasonable attorney's fees resulting from eviction proceedings, as provided for in the Occupancy Agreement.

#### **IX. SEVERABILITY**

Should any part of these rules to 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 claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. 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. Not 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, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify 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.

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. Also, the cooperative is not responsible for claims or damages that may be caused by the re-entering and taking of possession by cooperative under conditions of these rules and regulations or the laws of the State of New Hampshire.

-Park rules approved by the Board of Directors-

Windswept Acres Cooperative, Inc. Park Rules

Total 10 Pages, Approved 6/21/14

Signed Sondra Boyd  
Secretary of the Cooperative

Print Sondra Boyd



## Application for Membership in Windswept Acres Cooperative, Inc.

**All information must be filled out. If a question does not apply, place "n/a" in the space provided. Please print all information legibly.**

Applying for: Street Address \_\_\_\_\_ Current owner: \_\_\_\_\_

Applicant: \_\_\_\_\_ SS #: \_\_\_\_\_ DOB: \_\_\_\_\_

Co-applicant: \_\_\_\_\_ SS #: \_\_\_\_\_ DOB: \_\_\_\_\_

Current address: \_\_\_\_\_ (street)  
\_\_\_\_\_ (city, state, zip)

Home phone: \_\_\_\_\_ work phone: \_\_\_\_\_

Length of time at this address: \_\_\_\_\_ If less than three (3) years, list previous addresses:

Address (street, city, state, zip): \_\_\_\_\_

Landlord: \_\_\_\_\_ phone: \_\_\_\_\_

Address (street, city, state, zip): \_\_\_\_\_

Landlord: \_\_\_\_\_ phone: \_\_\_\_\_

Applicant employer: \_\_\_\_\_ phone: \_\_\_\_\_

Address: \_\_\_\_\_

Co-applicant employer: \_\_\_\_\_ phone: \_\_\_\_\_

Address: \_\_\_\_\_

Vehicle make/model: \_\_\_\_\_ year: \_\_\_\_\_ color: \_\_\_\_\_

Vehicle make/model: \_\_\_\_\_ year: \_\_\_\_\_ color: \_\_\_\_\_

Savings account #: \_\_\_\_\_ bank: \_\_\_\_\_

Checking account #: \_\_\_\_\_ bank: \_\_\_\_\_

Existing loans and credit cards (debt)

1. \_\_\_\_\_ Account #: \_\_\_\_\_, Balance: \_\_\_\_\_
2. \_\_\_\_\_ Account #: \_\_\_\_\_, Balance: \_\_\_\_\_
3. \_\_\_\_\_ Account #: \_\_\_\_\_, Balance: \_\_\_\_\_

List any and all additional loans/credit cards/debt on separate piece of paper if not enough room above.

Level of total household income: (circle)

\$0 - \$10,000

\$20,001 - \$30,000

\$10,001 - \$20,000

\$30,001 - plus

# of persons who plan to occupy home \_\_\_\_\_

# of bedrooms \_\_\_\_\_

Personal references (no relatives)

1. Name: \_\_\_\_\_ phone: \_\_\_\_\_
2. Name: \_\_\_\_\_ phone: \_\_\_\_\_
3. Name: \_\_\_\_\_ phone: \_\_\_\_\_

**Please read the following information before signing this application:**

To join Windswept Acres Cooperative, Inc., I/we are aware that a membership fee of \$500 must be paid when I/we receive park approval. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out. I/we understand that this application in no way guarantees my/our acceptance into the cooperative/park. I/we authorize the cooperative to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the cooperative and its employees and/or tenants, from any action arising from these inquiries.

**The cooperative does not discriminate based on age, sex, race, creed, color, marital status, familial status, physical or mental disability or national origin or on account of that person's sexual orientation in the approval of its members.**

Applicant signature: \_\_\_\_\_ date: \_\_\_\_\_

Co-applicant signature: \_\_\_\_\_ date: \_\_\_\_\_

## Authorization to Obtain Credit Report

Please complete separate form for each applicant prior to interview.

Date: \_\_\_\_\_

To: Credit Bureau Associates Northeast, Inc.

From: Windswept Acres Cooperative, Inc.

Contact Person: Diana Manuel

Telephone: 603-332-0891 Fax: 603-948-2887

**Reason for Request:** Process new member application for Street Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security # \_\_\_\_\_ (Important: cannot pull credit report without SS#) Date of Birth: \_\_\_\_\_

**For Applicant to read and sign:**

“I authorize Windswept Acres Cooperative, Inc. to use my name and social security number to pull a credit check from the Credit Bureau Associates Northeast, Inc. This will be used for the sole purpose of considering my application for membership to the Cooperative.” **I also give my permission to pull an out of State Criminal Record Check, if applicable**

Signature of Applicant: \_\_\_\_\_

Please print name here: \_\_\_\_\_

**For the Cooperative to read and sign:**

Fair Credit Reporting Act: Cooperative agrees that reports are furnished in compliance with the provisions of Public Law 91-508 AKA Fair Credit Reporting Act.

Information is requested for the purpose of evaluation credit risk for a new membership application to Windswept Acres Cooperative, Inc. and for no other reason. Information is for the exclusive use of the Cooperative and is to be held in strict confidence. The Cooperative agrees to dispose of the credit report in an appropriate manner (i.e. – shredding the document) after a minimum of one full year.

**Cooperative Contact Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(This application expires in 30 days)

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer-reporting agency" (CRA). Most CRA's are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

**You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

**You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

**You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRA's -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

**Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it.

**However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

**You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

**Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies. This limitation no longer applies to criminal background checks or information related to criminal convictions.

**Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

**Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

**You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

**You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court. The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING	PLEASE CONTACT
CRA's, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552* 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 * 202-720-7051



BYLAWS of  
**Windswept Acres Cooperative, Inc.**

- 1.1 The name of this Corporation shall be Windswept Acres Cooperative, Inc., herein after referred to as the "Cooperative," located in Rochester, County of Strafford, State of New Hampshire.

PURPOSE

- 2.1 The purpose for which this Corporation is formed is to own and operate a manufactured housing park as a cooperative (RSA 301-A) and be involved in other cooperative activities, on a nonprofit basis for the benefit of the residents.
- 2.2 The broad purpose is to gain control of the rental costs, preserve the park for the current residents, and to keep it affordable long term for low and moderate-income individuals and families.

MEMBERSHIP

- 3.1 Membership is open to adult residents who own and occupy a manufactured housing unit ("unit") in the park and remain in good standing with the Cooperative. A member in good standing is a member whose carrying charges (lot rent) and membership fees are current or has signed an agreement satisfactory to the Finance Committee to bring these charges and fees current. Only one membership will be assigned to a manufactured housing unit, and only one full vote may be exercised under a membership. A person is seen as owning or co-owning a unit if he or she owns the unit directly or through his or her "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as: (1) appoint him or herself as the trustee during his or her lifetime (and or competency); (2) is revocable by him or her; and (3) designates him or herself as the beneficiary for his, her or their lifetime.
- 3.2 Buyers or owners of units seeking to reside in a housing unit and lease a lot in the Park must become members of the Cooperative. Buyers and owners seeking membership shall: (1) apply for membership on a form prescribed by the (1.) Membership Committee (2) be approved for membership by a majority vote of the Membership Committee. (3) pay in full the membership fee; (4) execute an Occupancy Agreement; (5) have a contract to buy and intent to occupy a manufactured housing unit in the park; and (6) commit to the purposes and policies of the Cooperative including the Park Rules, Management Plan and these Bylaws. A person is considered a buyer or owner if he or she seeks to or does own or co-own a manufactured housing unit directly or through his/her/their "living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased member's estate, or any other event. If an existing member transfers title to a manufactured housing unit to his or her "living" or "Grantor" trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their ownership into a permissible "living" or "grantor" trust must furnish the Cooperative with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the member(s) is



(are) the Trustee(s) during his/her/their lifetime, or competency, and with said member(s) as the sole beneficiary during his/her/their lifetime.

- 3.3 The membership fee shall be Five Hundred Dollars (\$ 500.00) this is the par value. There is no book value.
- 3.4 A Certificate of Membership shall be issued to any member, or to trustee of any member's "living" or "Grantor" trust, who has fully paid their membership fee. This certificate, or a fully executed and accepted Subscription Agreement, shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of their lot in accordance with the Occupancy Agreement, provided that the holder also abides by the rules and regulations of the Cooperative and does not interfere with the effective operation of the Cooperative. The certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for membership. A membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the park nor shall a "living" or "Grantor" trust continue to hold a membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means, and occupancy during such periods shall not extend to any other party not previously permitted membership and occupancy.
- 3.5 The Board of Directors reserves the right to use all or part of a member's fee to pay any debt due to the Cooperative, or expenses incurred as a result of a member's action or misactions, in regards to the Cooperative; such debts and expenses being legally the responsibility of the member.
- 3.6 All members and non-members are required to pay their carrying charge (monthly "rent"). This carrying charge ("rent"), initially established by the membership of the Cooperative, may be increased by a majority vote of the membership, or in an emergency, if a quorum of the membership can not be met and subject to membership ratification, the Cooperative Board of Directors consistent with Article 5 of these Bylaws, with a sixty (60) day written notice to all members and non-members.
- 3.7 Any member whose activity in the Cooperative is contrary to basic cooperation principles or who endangers the effective operation of the Cooperative may be expelled from membership in the Cooperative by the Board of Directors. Loss of membership carries with it loss of privilege to lower carrying charges (rent). Written notice of the charges against each member, and reasonable opportunity for a hearing before the Board of Directors, shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) days. The member's certificate or subscription shall be repurchased at par value, less any debts owed and expenses incurred by the Cooperative on behalf of the member, and if and when there are sufficient reserve funds.

The member shall have the right to appeal to the next membership meeting and will be given an opportunity to be heard in defense, either in person or by counsel. The appealing member may call a Special Meeting for this purpose in accordance with the Bylaws, article 7.3. A member need not be expelled before being evicted. Re-application for membership will require Board review and membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the member.



3.8 Any member who wishes to be represented by legal counsel as the result of a Cooperative action **must** notify the Board of this fact ten (10) days in advance of the meeting.

#### HOME SALES AND RENTALS OF UNITS

- 4.1 Any member or non-member who plans to move their manufactured housing unit out of the park shall give written notice sixty (60) days in advance of that happening to the Board of Directors. Failure to give notice can result in up to sixty (60) days additional carrying charges.
- 4.2 Notice to the Board of Directors stating the intention to sell a housing unit in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become members of the Cooperative. The seller shall supply the Cooperative with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.2, which applies here as well.
- 4.3 If the Cooperative is owed money by the resident or the resident is in breach of any other obligation to the Cooperative, the Board of Directors may sign a deed, as requested by that resident for the sale of his/her/their unit to a new buyer, but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's unit for those amounts due and owing the Cooperative. See RSA 477:44 and 205-A: 4-a.
- 4.4 The Board of Directors shall purchase the membership share from said member household by paying them the share's par sum, equal to the member's total payment toward their membership fee, without interest, less any debt owed by the member to the Cooperative, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Cooperative.
- 4.5 Rental or leasing of manufactured housing units in the park shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. The vote of the Board of Directors shall be maintained in the official records of the Cooperative.

#### VOTING

- 5.1 Twenty-five percent (25%) of the current membership shall constitute a quorum at a membership meeting. There shall be no voting by proxy; nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned. If a quorum has been achieved, any motions for consideration shall be approved by a majority vote of members present except for motions affecting the Bylaws and park rules.
- 5.2 A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the slate of nominees and be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the membership meeting. The Board of Directors may allow for an absentee ballot for the following reasons: Hospitalization, shift work, infirmity, out of state. A request for an absentee ballot must be



made in writing five (5) days before a meeting. Absentee ballots may not be counted towards a quorum.

- 5.3 Any business required or permitted to be taken at a membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Cooperative's membership meeting minutes.
- 5.4 Park rules shall be approved or amended by a majority vote of the entire membership, and must be obeyed by all residents.
- 5.5 The Bylaws of the Cooperative shall be adopted by a majority vote of the entire membership.
- 5.6 The Bylaws may be amended or repealed by a majority vote of the members present at any regular or special meeting, provided that notice of the proposed amendment shall be given in writing to all members ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- 5.7 Any decision that may commit an expenditure of Two thousand dollars (\$2,000) or more of Cooperative resources, that does not appear in the approved annual budget, shall be made by the membership at an Annual, special, or regular meeting of the members. Capital Improvement and Replacement Reserve expenditures that exceed Three thousand dollars (\$3,000) require the approval of the membership except in cases of emergency repairs. The Board shall notify the membership of such an action at the next regular or special meeting of the membership.

## ELECTIONS

- 6.1 Elections will be held for Board of Director positions every year at the Cooperatives Annual Meeting. The even numbered years will signify the election for the Vice President, Secretary, and Treasurer. The odd number years will signify the election for the President, Assistant Secretary, and Assistant Treasurer.
- 6.2 Notice of positions up for election shall be posted and maintained at a common area not less than fourteen (14) days prior to the deadline for submission of name for said positions.
- 6.3 When positions of Treasurer and/or Assistant Treasurer are up for election, applicants must be interviewed 30 days prior to election by the Board of Directors. Applicants are required to have a bookkeeping and/or financial background.
- 6.4 Ballots will only reflect the names of the candidates that submitted/accepted prior to the nomination deadline.
  - (a) No write-ins will be accepted
  - (b) No nominations will be accepted from the floor at the annual meeting
- 6.5 Ballots will be distributed at the annual meeting in accordance with the Annual Meeting Agenda included in the yearly packet.
  - (a) In the event that the ballot has only one candidate listed for any position



or the incumbents are the only listed candidates, a Co Op member may propose a motion that the secretary be instructed to cast one ballot representing the vote of the Co-Op for position or positions.

6.6 Ballots will be counted/tallied by two Co Op member (non-Board member) volunteers chosen at the annual meeting.

6.7 Results of election will be announced prior to Annual Meeting adjourning.

#### ANNUAL AND SPECIAL MEETINGS

7.1 The annual meeting of the members shall be held in the month of June each year in Rochester, NH or a place designated by the Board of Directors. An annual meeting of members is to be held at least once a year. RSA 301-A: 21.

7.2 Notice of the time and place of the annual meeting and the agenda items or subject matter to come before it, shall be given in writing to each member at his/her address, and posted and maintained at a common area not less than ten (10) days prior to the date of the meeting. RSA 301-A: 23. The Annual Report to the Secretary of State, the report of the audit or review of the prior year's finances, and the proposed annual budget of the Cooperative shall be made available to each member no later than ten (10) days before the annual meeting for approval by the membership at the annual meeting. The proposed budget shall be in line format.

7.3 Special meetings of the Membership may be called by the Board of Directors or by petition of at least one tenth (1/10) of the members. Such member petition may be delivered to any Board member. The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such demand. The Secretary of the cooperative shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each member and post the notice in a common area not less than 10 days in advance of the meeting date. Source: RSA 301-A: 22.

7.4 In case of any question not covered in these Bylaws, RSA 301-A or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Park Cooperatives" as published by the NHCLF in the Management Guide, or the foundation document, *The Standard Code of Parliamentary Procedure*, Fourth Edition, by Alice Sturgis, 2001, shall prevail.

#### BOARD OF DIRECTORS

8.1 The Board of Directors shall consist of six (6) members or subscribers who are residents and owners of a manufactured housing unit in the park and are in good standing with the Cooperative. The Board of Directors shall be elected by the membership at the annual meeting of the Cooperative, or at a special meeting held in place there of. Only one household member may be on the board of directors. All newly elected directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first. (In good standing means: All lot rent, water bills, and property taxes are up to date.)

8.2 At each election for Directors, every member entitled to vote shall have the right to vote for as many persons as there are Directors to be elected.

8.3 All Directors shall serve for a term of two years, No Director may serve for more than three consecutive two-year terms, or until their successors are duly chosen.



- 8.4 Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular meeting of the Board of Directors. The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 8.3 of these Bylaws.
- 8.5 Two signatures are required on checks and legal documents. No more than one (1) individual from each member household may have signing authority.
- 8.6 The Board of Directors shall be responsible for the day-to-day management and control of the Cooperative operations. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.
- 8.7 Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the park at least 14 days prior to said meeting". In the event a meeting needs to be changed or cancelled (ex. in climate weather or an emergency situation with Host home or attendees) a notice will be posted immediately upon the decision of the change/cancellation in a public place as well as at the host home of the meeting.
- 8.8 Special meetings of the Directors may be held at the call of any two Directors. Written notice stating the place, day, and hour of any special meeting shall be posted in a common area and communicated personally to each Board member not less than three days before the date of the meeting.
- 8.9 Regular and Special Meetings of the Board of Directors shall be open to the membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel. Any decision based on an Executive Session must be made in the form of a motion at a public meeting.
- 8.10 At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established.
- 8.11 Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.
- 8.12 Directors positions shall be compensated in the form of rent reduction as follows, President- \$100.00, Vice President- \$50.00, Treasurer-full lot rent, Asst. Treasurer-Full lot rent, Secretary-\$100.00, Asst. Secretary-\$50.00 and shall be entitled to reasonable compensation for expenses paid while conducting legitimate Cooperative business. Any expenses incurred must have prior approval by the Board of Directors. All requests for reimbursement must be accompanied by receipts. Directors may receive compensation for their freely executed contracts approved by the Board or membership as the case may require, so long as the contract does not create a conflict of interest.



8.13 Any Director whose actions are determined to negatively affect the operation of the Cooperative may be removed by a majority vote of the members present at any regularly scheduled or special meeting of the Membership where a quorum is present, provided that a 10 day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after a majority vote of the entire Board of Directors or after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership. Said resolution shall clearly state that a majority vote of the Membership will be needed to remove the Director. The notice shall state the date, time and place of the meeting where said vote will be taken. Vacancies on the Board of Directors, which result from a removal vote of the Membership, shall be filled in accordance with Article 8.4 of these Bylaws. This section does not restrict any Directors' voluntary resignation from the Board of Directors or from office.

8.14 All Compensation in excess of (six hundred) \$600.00 shall be reported on form 1099.

#### OFFICERS/PARK POSITIONS

9.1 The officers of the Cooperative shall consist of a President, Vice-President, Secretary, Treasurer, Assistant Treasurer, and Assistant Secretary, and any other designated position as decided by the Membership. All officers are Directors of the Cooperative and must meet the requirements for being a Director.

9.2 Officers shall be elected by the Membership.

9.3 The President shall preside at all meetings of the Directors and Membership. He or she shall be responsible for general administration according to the guidelines established by the Board and the membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the objectives of the Cooperative.

9.4 The Vice-President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him/her by either the Board or the President. He/she shall report on the activities of the President to the Board in the absence of the President.

9.5 The Secretary shall keep the records of the Cooperative and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and members. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

9.6 The Treasurer shall have charge of all the funds of the Cooperative and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Cooperative including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Cooperative accounts shall bear the signature of at least two of these three officers: President, Treasurer, or Assistant Treasurer. Each month the Treasurer will oversee the reconciliation of the Cooperative accounts. The Treasurer shall be responsible for having the books prepared for the audit. The Treasurer may delegate any tasks to any member of the Finance Committee or a contracted bookkeeping service.



- 9.7 The Assist Secretary shall work alongside the Secretary to aid in his/her list of record keeping tasks. In the absence of the Secretary he/she shall perform such duties delegated to him/her by either the Board or the Secretary. Such duties may include, but not limited to recording minutes for Board and Member meetings as well as creating letters that may be needed by the Board to be sent to Co Op Member and/or Non Members.
- 9.8 The Assistant Treasurer shall work alongside the Treasurer to aid in his/her responsibilities of disbursements and collections. In the absence of the Treasurer he/she shall perform such duties delegated to him/her by either the Board or the Treasurer. Such duties may include, but not limited to aiding in maintaining statements returned, checks invoices as well as see that all checks drawn on the Cooperative accounts shall bear the signature of at least two officers.
- 9.9 The Office Manager shall work alongside the Board of Directors attending monthly Board meetings bringing forth information that maybe required or needed. The Office Manger is responsible for, but not limited to the integration of all new members into the Cooperative; working directly with Realty Groups to ensure proper documentation is gathered and is filed in accordance with Windswept Acres policies and procedures, performing and managing the water meter reading/billing cycle on a monthly basis as well as maintains the septic pumping schedule and the Cooperative website.
- 9.10 The Operations Manager sits on the Maintenance Committee and is responsible for the effective upkeep of grounds and systems; developing services, standards, emergency and general repair procedures; maintaining a list of qualified trades people; obtaining bids, maximizing volunteer contributions, submitting a capital improvements plan and annual projected maintenance budgets.
- 9.11 All officers of the Cooperative shall, subject to these Bylaws and to any vote of the Directors, have such powers and duties as the Directors shall from time to time designate, in addition to the specific powers and duties set forth above.
- 9.12 Each Officer, Director, employee, and agent handling funds or securities amounting to \$1,000 or more in any one year shall be covered by adequate bond in accordance with RSA 301-A:29.

#### INDEMNITY

- 10.1 The Directors, Officers and members shall not be personally liable for the debts, liabilities or other obligations of the Cooperative.
- 10.2 Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, officer, or employee of the Cooperative, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Cooperative, indemnity for his or her reasonable expenses, including attorneys fees incurred in the defense of the proceeding, may be assessed against the Cooperative, its receiver, or its trustee, by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such



indemnity shall be so much of the attorneys fees incurred and other expenses as the court finds to be reasonable.

- 10.3 Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, officer, or employee of the Cooperative, in any proceedings other than an action by the Cooperative, indemnity for his or her reasonable expenses including attorney fees incurred in the defense of the proceeding may be paid by the Cooperative if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed, to the best interest of the Cooperative; any such indemnity shall be made as authorized by majority vote of the membership.

## RECORDS

- 11.1 The records of the Cooperative shall be kept by the Directors then in office and transferred to newly elected Directors upon change over. Records of the Corporation shall be kept for the periods indicated by the following schedule:

- A. Articles of Incorporation, Bylaws (originals and changes), Board lists and Minutes (membership and board); as long as the corporation exists plus seven (7) years.
- B. Financial Records (Accounts Receivable, Accounts Payable, and Checkbooks); as long as the statute of limitations plus (3) three years, more if there is a recent law suit.
- C. Membership records (3) three years.

- 11.2 Records of the Cooperative shall be open to the inspection of any member at a reasonable time and place within 48 hours of a member's request, limited to those items not protected for reasonable privacy concerns of members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.

- 11.3 The fiscal year of the Cooperative shall be the twelve (12) month period ending the last day of June, of each year. The Cooperative shall cause its books to be audited or reviewed within a reasonable time after the end of each fiscal year in accordance with the requirements of RSA 301-A:30.

## DISSOLUTION

- 12.1 Dissolution of the Cooperative shall be as outlined in RSA 301-A:33. In the event of dissolution of the Cooperative, the assets, after payment of the Cooperative's debts and expenses, shall be distributed in the following manner:

I. (a) The par value of the membership certificates or shares shall be returned to the members. Amounts paid on subscriptions shall be returned to subscribers. The amounts allocated in distribution of net savings under RSA 301-A:28 shall be returned to those members entitled to them.

(b) If, after paying all debts and expenses, there are not adequate assets remaining to return the par value to all members, then the remaining assets shall be

distributed to the members and subscribers in proportion to the amounts paid in by each member on their membership fee.

II. Any surplus remaining after the distribution in Paragraph I (a) (b) may be distributed as a contribution to any cooperative association or other non-profit association to which contributions are deductible from income tax under current Internal Revenue Service regulations, selected by a majority vote of the membership.

- END -

RSA's available on request.

Windswept Acres Cooperative, Inc. Bylaws

Total 10 Pages, Approved 6/21/14

Signed Sandra Boyd  
Secretary of the Cooperative  
Print Sandra Boyd





New Hampshire Department of Safety  
**DIVISION OF STATE POLICE**  
Central Repository for Criminal Records  
33 Hazen Drive, Concord, NH 03305

# CRIMINAL RECORD RELEASE AUTHORIZATION FORM

## SECTION I

PLEASE TYPE OR PRINT CLEARLY, ALL INFORMATION IN THIS SECTION **MUST BE COMPLETED**

**NAME** \_\_\_\_\_  
LAST (MAIDEN/ALIAS) FIRST MI

**ADDRESS** \_\_\_\_\_  
STREET CITY STATE ZIP CODE

**DATE OF BIRTH** \_\_\_\_\_ **HAIR COLOR** \_\_\_\_\_ **EYE COLOR** \_\_\_\_\_ **SEX** \_\_\_\_\_

**DRIVER LICENSE NUMBER** \_\_\_\_\_ **STATE** \_\_\_\_\_

**PURPOSE FOR RECORD:**  Housing  Employment  Annulment/Expungement  Other \_\_\_\_\_

My below signature certifies I am the individual listed above and that the information provided is true.

**YOUR SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

Signed under penalty of unsworn falsification pursuant to NH RSA 641:3

## SECTION II

IF RECORD IS TO BE MAILED TO YOU, OR RECEIVED BY SOMEONE OTHER THAN YOURSELF,

### ALL OF SECTION II MUST BE COMPLETED

I hereby authorize the release of my criminal record conviction(s), if any, to the following individual:

NAME OF PERSON / FIRM TO RECEIVE RECORD \_\_\_\_\_

ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP CODE

YOUR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NOTARY'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Affix Seal) (Comm. Exp.)

\_\_\_\_\_  
SIGNATURE OF PERSON / FIRM TO RECEIVE RECORD DATE \_\_\_\_\_

**NOTE: A \$25.00 fee is required for each request- make checks payable to: State of NH – Criminal Records.**