

**EMERSON'S MOBILE HOME PARK**  
**CONTACT INFORMATION:**  
**NE/SAN, Inc. (The Emerson's) Owners/Operators**  
**Contact: Jamie Emerson**  
**24 Amy Lane**  
**Hampstead, NH 03841**  
**Phone: 603-329-6938**  
**Email: Ne-San@comcast.net**

**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 MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.**

## **EMERSON MOBILE HOME PARK RULES AND REGULATIONS**

The following rules and regulations are set up so that we may maintain a clean, neat area that you as a tenant will be proud to live in. Any violation of the following rules may result in eviction and/or penalties, as permitted by law:

1. This is strictly an adult park. Persons must be at least 55 years old to be accepted into the park. **DEFINITELY NO CHILDREN ALLOWED.**
2. Mobile Homes are limited to two (2) bedrooms. Not more than two (2) occupants shall be allowed.
3. Rents are payable in advance on the first day of the month. There will be a \$25 service charge for each returned check. There is a receptacle for rent checks or any other payments in the upper foyer of the Community Hall or they can be mailed directly to NE-SAN, INC., 24 Amy Lane, Hampstead, NH 03841. **Rents received after the 5<sup>th</sup> of the month will be subject to a \$10 late fee. After 30 days, any unpaid rent or other charges shall be subject to a continuing service charge of 1.5% per month on the unpaid balance, plus all collection costs, including attorney's fees.**
4. Pool is for tenant use **ONLY**. Community Hall is for tenant use **ONLY** unless prior approval is received.
5. Management reserves the right to enter upon, and have access to, all lots for the purpose of inspecting, maintaining and making repairs.
6. Subletting of mobile homes is **NOT** allowed.
7. Commercial enterprises are **NOT** allowed. Dog or pet sitting for any type of compensation is considered a commercial enterprise for purposes of these rules.
8. Only those persons approved on the original application are permitted to reside in the Mobile Home Park. Any guest visiting or living in a home for a period of more than thirty (30) days **MUST** notify the Park Management and secure written approval.
  - a. Temporary guests are permitted as houseguests, for no more than thirty (30) days in a one year period. Management restricts the number of overnight guests at any one time.
9. Management shall be notified in writing of any name changes and residents will need to supply an updated driver's license.
10. Emerson Mobile Home Park requires all homeowners obtain and hold an active homeowners insurance policy. Emerson Mobile Home Park will not be held responsible for damages caused by an "act of nature".
11. Residents, their families and guests shall (at all times) comply with the laws and ordinances of the State and Town including, but not limited to, the Police & Fire departments, Health Department and other local or state enforcement agencies. Residents shall not engage in any criminal activity.
12. **No dogs allowed.** Only two (2) house cats allowed per household. A form must be filled out and returned to Park Management before any person shall have a house cat(s). If Park Management does not have a form on file and they find out there is a cat on the premises, the resident will be in violation and Park Management will take appropriate action. Under no circumstances will a cat be allowed to run loose outside. If any cats are found running loose outside, eviction proceedings will start immediately.

- a. Visitors must keep their pets inside and quiet while visiting the premises and while entering or exiting the Mobile Home, dogs must be on a leash and the visiting owner shall properly pick up and properly dispose of any waste. If a visiting dog appears to be staying more frequently than not, the dog will no longer be permitted in the park. The Mobile Home owner shall be responsible for visiting pets and for conformance to this regulation. There will be a penalty of \$25.00 per month for each and any violation of this Regulation.
13. Hampstead Area Water Company owns the water system. Each home is individually metered. If you have a problem with the water you are to call Hampstead Area Water Company at 362-4299. Give them your name, street number and be sure to tell them you live in Emerson Village. They are on call 24 hours a day, 7 days a week. You will be billed directly from this company.
14. Cable television is available in the park. Contact local cable company, Comcast for service (1-800-COMCAST). **NO CABLE LINES CAN BE CONNECTED TO THE HOME. ALL MUST BE BURIED UNDERGROUND unless otherwise approved by the management.**
15. Any of the following changes made on the premises must have the approval of the management.
  - a. Placement of television antennas, radio antennas, satellite dishes or similar attachment (limit of one attachment per roof)
  - b. The trees and shrubbery must not be touched unless approved by the management.
  - c. Placing of holes for clotheslines, shrubs, flag poles etc.
  - d. Umbrella type or removable clotheslines will be permitted in a location approved by Park Management. Long ropes across a lot are dangerous and prohibited. Management reserves the right to remove clotheslines that are not park approved.
  - e. No change in the exterior color (of a home) or other building in the park (including sheds, decks, doors & shutters) shall be made without the prior consent of the Park Management. No construction or placing of any Mobile Home or other buildings or of any exterior addition to the home (or any such other building), in the park shall take place without such consent. Anyone seeking such consent shall submit a description of the proposed specifications where applicable, and the Park Management shall review such description with regard to harmony or exterior relation to surrounding structures and topography and conformity with these rules, and shall respond to the tenant seeking such consent within 14 days of its receipt of such description. All homes or other buildings shall be kept in good repair and comply with all federal, state or local building code, as the case may be.
  - f. Add-a-room, porches, decks, screen rooms, steps, etc., must be commercially built
16. Skirting must be aluminum or vinyl, commercially manufactured and installed within 60 days after home arrives (weather permitting). This skirting must be kept up and in good condition. Any skirting in disrepair shall be repaired or replaced within 30 days of receiving notice.
17. The outside of homes shall be cleaned periodically to prevent the buildup of dirt, mold, and mildew. Homes and yards must be kept in good condition and meet Park Management expectations. Windows, doors, awnings, siding, skirting and sheds must be maintained and repaired when necessary. An owner who fails to comply

with this condition after first receiving a thirty day written notice, shall be subject to a penalty of \$25.00 per month for each month the request is not met.

18. Shed MAXIMUM SIZE is 100 square feet, 6'6" to plate with double pitch roof or gambrel roof with total height to peak not to exceed 9' without prior approval of management. After March 1, 2008 any new or replaced sheds shall be commercially manufactured with either fiber cement or vinyl siding and kept in good condition and repair. An owner who fails to comply with this condition after first receiving a thirty day written notice, shall be subject to a penalty of \$25.00 per month for each month there is failure to comply with the notice.
19. Lawn mowers, etc. must be kept in the shed when not in use. An owner who fails to comply with this condition after first receiving a thirty day written notice, shall be subject to a penalty of \$25.00 per month for each month there is failure to comply with the notice.
20. Any replacement of an oil tank must have at least a 165 gallon capacity and must be a doubled walled oil tank (such as a roth or granby tank) approved for outdoor use. The location of these tanks must be approved by the management. All oil tanks must be kept painted and remain rust free. Gas cylinders must be bulk type and placement of tanks approved by the management. Both must have a screen vinyl lattice fence around them.
21. Effective March 1, 2008 any new homes brought into the park must have a propane fueled furnace.
22. If an oil fired furnace has to be replaced, the existing oil tank must be changed to a double walled oil tank (such as a roth or granby tank), or a propane furnace may be installed.
23. Residents are responsible for the maintenance of their oil and/or gas tank and will be liable for oil spill damage and clean-up costs to the property. Tanks should be inspected periodically and shall be replaced by the homeowner.
24. Any single wall oil tanks older than 20 years needs to be replaced with a double walled oil tank (such as a roth or granby tank) by December 31, 2021.
25. No Mobile Home shall be heated by pellet or wood stoves, except for Mobile Homes that already have such devices; Park Management reserves the right to inspect any existing pellet and wood stove for code compliance. In the event any such device fails to meet currently applicable codes or regulations relating to fire or health safety, such devices shall be removed or rendered inoperable. Non-complying devices may be replaced provided that the replacement devices meet or exceed any applicable fire or health safety code and are inspected and approved after they are installed.
  - a. Where wood or wood pellets are used as fuel, no such wood or pellets shall be stored out of doors or in such a manner as to interfere with the use of property that is not exclusively reserved to the Mobile Home Owner. Any enclosure for such fuel shall be approved as to design and quality by Park Management in accordance with Rule 18 of these regulations; provided, however, that if the lot already contains a shed, then the fuel must be stored in existing shed and no other structure shall be permitted to be built for such purposes.
26. All Mobile Homes shall contain operable and operating CO and smoke detectors. Batteries shall be replaced at least annually and Mobile Home Owners shall certify compliance with this regulation on or before October 1 in each calendar year. A form must be filled out and returned to Park Management. If Park Management

does not have a form on file each year you will be in violation and we will take appropriate action.

27. Emergency generators may be installed provided that they comply with all currently applicable fire and health safety codes, are inspected and are placed on plastic, stone or concrete pads at such suitable distance from the Mobile Home Unit as may be required by local Code Enforcement authorities. The installation and any inspections shall be at the Mobile Home Owner's expense. The location of generators must have Park Management approval and any components of said generator can not be attached to telephone poles. Generators may be started for test purposes only between the hours of 9:00 a.m. and 3:00 p.m. Tuesday through Friday.
28. No parking on lawns or patios. No parking on the street from November 1 to April 1, during or after snowstorms until plowing has been completed. No brushing snow off cars onto street.
29. Watering lawns is encouraged but automatic sprinkler systems are not permitted.
30. Lawns must be mowed and raked to present a neat appearance. If the tenant does not comply with this regulation and the grass attains six inches (or more) in height, the Park Management shall maintain the lawn at the tenant's expense.
31. Lots must be kept free of rubbish, litter, wood or pellet storage, etc. Any items that don't fit in shed shall be removed from the premises. An owner who fails to comply with this condition after first receiving a thirty day written notice, shall be subject to a penalty of \$25.00 per month for each month there is failure to comply with the notice.
32. Grass, leaves, brush, etc. can be left out in front of your residence week days for pick up. (Do not put any of this in a common area.) No grass, leaves, brush, home materials, etc. are to be left on the sides of the roads on weekends. Nothing is to be left out after 4PM on Friday or Thursday if Friday happens to be a holiday. We will commence pick up on Monday unless that too is a holiday. All grass clippings and leaves are to be placed in barrels or brown biodegradable lawn leaf bags. ABSOLUTLEY no plastic. Nothing other than these items is to be put into the barrel. Any other materials other than leaves, grass, small twigs must not be put in barrels and must be put in regular rubbish (if anything is put in barrels that does not belong, you will be notified and could be subject to a \$10 fine). We will not pick up heavy barrels.
  - a. Home materials will be picked up Monday through Friday and could be subject to an extra fee. Please contact the office to discuss this option.
33. Reasonable quiet must be maintained between the hours of 10PM and 7AM. No loud radios, televisions, or parties. An owner, occupant or guest shall not cause or allow any excessive noise, foul odors, or any other nuisances or acts which may disturb the quiet enjoyment of any other residents, invitees, or guests in the park.
34. Water inlet to home must be copper tubing or plastic pipe. Water inlet pipe must have a working heat tape. Underground water shut off can only be turned off and on by the Hampstead Area Water Company. Water softeners are not permitted.
35. No garbage disposals permitted.
36. Septic drain pipe from Mobile Home to ground outlet must be air and water tight, always on a grade or pitched for total emptying.

- a. Under no circumstance shall the following (or such items) be allowed in drains: grease, coffee grounds, paper towels, trash, sanitary napkins, wipes, cigarette butts, plastic bags etc. The resident will be charged for the costs of repairs and labor resulting from negligence or violation of these rules. The resident is responsible for any clog or backup due to disposal of unapproved septic items.
37. There is a car wash area located by the community building for use by any Mobile Home owner; provided, however, that the Park Management may curtail or eliminate usage in terms of water shortage or draught or to provide for equitable use by all Mobile Home owners.
38. No unregistered or uninspected vehicles can be kept on the premises (including in the overflow lot). Motor homes, trailers, boats etc. must have approval to be kept in driveway.
39. There shall be a limit of two (2) cars per lot. Additional cars must be parked in the overflow lot provided. Anyone using this lot must first provide the management with a license plate number of the vehicle to be stored on the lot. Management holds no responsibility for vehicles parked on this lot.
40. No commercial vehicles allowed without approval.
41. Vehicles of any type shall not be repaired in the park.
42. Damage to paved parking areas caused from motor vehicles shall be the responsibility of the tenant.
43. Rubbish barrels must be kept in proper places. Barrels must be on the street early on Wednesday morning for collection. Rubbish should not be put out before 5PM Tuesday.
44. Outside gas grills must be kept in a non-conspicuous place and covered when not in use.
45. Due to close proximity of the homes, no outdoor wood burning fires are allowed.
46. Mail boxes are furnished by the park and there is no option for a larger size box. Two (2) Keys are available from the park office. Additional keys are \$10. If there is a problem with the lock, you are required to contact the park office.
47. Your mailing address will be: Your name, your street and street number, Hampstead, NH 03841. Even though you are assigned a box number, do not use it in your address. It is your responsibility to notify the Hampstead Post Office of your address. Any deliveries to your home (UPS, FEDEX, etc.) must be your street number (not your post office box number).
48. Street numbers must be placed on all homes and be visible from the street.
49. No signs allowed on lots without prior approval of management. No political signs or political flags shall be allowed on lots; however, with prior approval of management, one political sign for each candidate may be placed in the area designated by management for political signs. All signs shall be removed within five days of the date of the election for which the sign was requested. After five days they will be removed of by management.
50. The tenant shall have the right to sell their Mobile Home subject to the following conditions and procedures;
  - a. The tenant shall immediately notify the Park Management of their intention to sell the mobile home.

- b. The tenant may place a maximum of two (2) “for sale” signs on his mobile home. The cumulative area of signage shall not exceed 216 square inches in size. Such signs shall be approved in advance by the Park Management.
  - e. The tenant shall have any potential purchaser who wishes to have the mobile home remain in the park after resale complete an application furnished by the Park Management. The applicant must agree to abide by park rules and regulations. The applicant must be approved by the Park Management before the sale is considered final.
  - d. There shall be a \$100.00 non-refundable application fee due at the time of interview. Interviews are by appointment only and will include a credit, criminal and background check.
  - e. There is a \$25.00 fee for the execution of a deed to be paid (by the seller) prior to the park owner’s signature. The \$25.00 fee stands true for existing deeds that need changes.
  - f. No refunds will be returned for partial month occupancy. When the sale occurs, the seller and buyer must settle the difference at closing.
51. Mobile Home owners of Mobile Homes and associated improvements and all authorized occupants, invitees, and guests shall comply with all laws, statutes, ordinances, bylaws, regulations, and rules of all municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Premises. In the event of a violation by the Mobile Home owner of a Mobile Home of any of these rules, then the Park Management may elect to: (a) continue the rental of the Lot and enforce all Mobile Home owners rights and remedies hereunder, including, but not limited to, the right to recover the rent as it becomes due, or (b) at any time, terminate all of the Mobile Home owner’s rights hereunder and recover from the Mobile Home owner all damages the Park Management may incur by reason of the breach of these rules, including reasonable attorney’s fees.
52. Enforcement of these rules is a major part of the Park Management role, duty and obligation to all residents. Ignorance of the guidelines herein is not acceptable as an excuse for violations. Each time a violation occurs, the resident shall be notified by telephone or in writing and will be entitled to correct violations or infractions. Failure to comply may result in a monthly fee until the rule is met. Repetition of the violation will result in eviction/legal proceedings at the homeowner’s expense.
53. Should any or part of these guidelines or provisions of these guidelines be invalid under an ordinance of the Town, State Law or Federal Law, such invalidity shall not invalidate the entire guidelines, but shall be construed as if not containing the particular work, phrase, provisions or performance held to be invalid, and all other rights and obligations of the parties hereto shall be enforced accordingly.

We want to be proud of our Mobile Home Park. We want you to be proud of the area in which you live. If you do not take pride in your home and its surroundings, you should look elsewhere for a space for your mobile home.

The Management



In keeping with an adult park, we list the following facilities, services, and referrals.

FIRE AND RESCUE	Hampstead, NH	911
Hampstead Town Hall	Hampstead, NH	603-329-4100
Hampstead Area Water Co.	Atkinson, NH	603-362-4299
Eversource		1-800-662-7764
Comcast		1-800-COMCAST
Community Building	38 Parklane Road	603-329-6979
	<i>Swimming Pool &amp; Boccie Court (pool &amp; Community building are for tenant use only)</i>	
Derry Boys & Girls Club	40 East Derry Rd	603-434-6695
	Derry, NH	
	<i>Bingo every Sunday 3-8pm</i>	
Rockingham VNA and Hospice	Exeter, NH	603-772-2981
Vic Geary Center	Plaistow, NH	603-382-9276
Meals on Wheels	Salem, NH	603-893-2137
Senior Group	Hampstead Library	603-329-6411
	<i>Every Thursday 9-12</i>	
Lamprey Health Care	Raymond, NH	603-895-3351
	<i>(van available)</i>	
CART Bus Service	Derry, NH	603-434-3569
Action Mobile Home Care	Lee, NH	603- 659-5367
	<i>(repairs, etc.)</i>	



Atkinson Electric	Atkinson, NH	603-362-2080
Mike's Appliance Parts & Service	Newton, NH	603-382-9682
Fitzpatrick and Son <i>(plumbing)</i>	Danville, NH	603-382-4280
Southern NH Plumbing & Heating	Londonderry, NH	603-289-1421
Richard Ducette <i>(repairs, home improvements etc.)</i>	Derry, NH	603-432-9846
Nathan Fox LLC <i>(repairs, home improvements, decks etc.)</i>	Sandown, NH	603-303-0603
Paul Powers <i>(repairs, home improvements, snow removal, etc.)</i>	Hampstead, NH	603-608-8684
Terry's Mobile Home Service <i>(handyman services)</i>	Newmarket, NH	603- 659-5841
Seacoast B&M Landscaping <i>(lawn care)</i>	Hampstead, NH	978-912-1858
Auger Property Maintenance <i>(lawn care, snow removal, etc.)</i>	Hampstead, NH	603-329-4254
Evergreen Homes <i>(mobile home supplies; skirting)</i>	Fremont, NH	603-571-0406

\*\*For additional services offered please check bulletin boards in the Community Building.  
These are RECOMMENDED vendors; you are not obligated to use these companies.



## CONSENT

The undersigned, being the duly authorized Park Manager, having received a request to keep house cat(s) in the mobile home located at \_\_\_\_\_ (address) by \_\_\_\_\_ (your name), hereby consents to the same upon the following conditions:

1. That this is a house pet only.
  - A. Cat 1 can be identified as a \_\_\_\_\_ (color, breed and age of animal).
  - B. Cat 2 can be identified as a \_\_\_\_\_ (color, breed and age of animal).

2. That the cat(s) has/ve been vaccinated to date and spayed, the Certificate of the cat's Veterinarian to this effect must be provided before any consent will be given and must be **updated annually**.

3. That the cat(s) will not be allowed to roam the grounds, must be kitty-litter trained for inside use and must not, by reason of noise or odor, cause inconvenience to any other person or resident of the Park.

Any violation of any of the above conditions will result in a revocation of this Consent. The unit owner agrees to immediately remove the pet from the Park in the event this Consent is revoked and understands that there is no appeal from a decision to this effect from the Park owner. The unit owner further understands that this Consent does not create a property right or interest, nor does it create a right in tenancy, but is merely a conditional consent given on the understanding that the conditions above will be strictly adhered to.

EMERSON'S MOBILE HOME PARK

By, \_\_\_\_\_  
Manager

TENANT SIGNATURE & DATE:

\_\_\_\_\_



## Carbon Monoxide & Smoke Detector Agreement

As outlined in the Emerson Village Rules and Regulations, all manufactured units **MUST** contain operable and operating CO & smoke detectors. Batteries **MUST** be replaced annually (at a minimum). Due to the proximity of the homes this form is required YEARLY.

I certify that my CO & smoke detectors are in operating condition. I understand that in order to keep them operational, from time to time I must maintain my CO & smoke detectors by replacing the batteries on an as needed basis (unless they are wired into the electrical circuitry). All replacement batteries are my responsibility.

This form is due to Emerson Village Management on, or before, October 1<sup>st</sup> of **each year**.

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Printed NAME

Date

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Signed NAME

Date

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Address