

# **RULES, REGULATIONS AND CONDITIONS OF TENANCY OF MEADOWSTONE, SEABROOK, NH**

## **WELCOME MESSAGE**

Welcome to MEADOWSTONE, a seasonal resort community in Seabrook, NH. All reasonable means have been taken to insure that your residency here is safe, pleasant and enjoyable. This property is privately owned by Meadowstone Trust, hereinafter referred to as "Owner". These rules and regulations have been created to protect life, property and privacy, and to assure the comfort, security and tranquility of all Meadowstone residents. The individual unit owners shall be referred to herein as "Resident".

The consideration and courtesy to others plus your cooperation in maintaining an attractive home will help to maintain the high standards of Meadowstone.

Owner reserves the right to terminate the tenancy of any Resident for the disregard of any of these rules and regulations. Owner's rights hereunder may be delegated to and carried out by the Manager of Meadowstone.

## **SEASONAL LEASE**

1. Season Rent (May 1 to the Monday of the Columbus Day weekend in October) is payable in three (3) installments due March 1, April 1, and May 1 preceding the season.
2. This lease shall be for a specific lot at Meadowstone and shall apply only to units specifically approved by the owner of Meadowstone.
3. The term of tenancy and payment of the rent for each lot shall be for the season from May 1, to the Monday of the Columbus Day weekend in October of the same calendar year. Meadowstone is not open for occupancy or access to the unit by anyone from the closing day in October to April 30. Units are to be owner occupied only, and shall not be rented under any circumstance.
4. Resident shall be responsible for and obligated to pay rent for the entire season for which the Resident's unit is in Meadowstone as of May 1 of the season. There shall be no prorations or refunds for a removal of the unit during a season. Resident hereby agrees to be responsible for and to pay all costs, expenses and reasonable attorney fees, incurred or expended by the Owner to collect the rent and other charges due.
5. If the Resident fails to pay the rent when due, the Owner may terminate the residency of the Resident hereunder, at which time the Resident shall vacate the premises forthwith. The Resident shall nevertheless be responsible for and obligated to pay the rent for the entire season if his unit is at Meadowstone on or after May 1 of the season.
6. If the Resident fails to voluntarily vacate the premises after termination, the Owner may bring an Action for Possession in the appropriate court and Resident agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred and/or expended by the Owner, in addition to the rent due.
7. Each Resident is responsible for winterizing and opening his or her unit. Meadowstone shall not be responsible for these services, and shall not assume any responsibility or liability for any contractor providing these services.

## **THE OWNERS' UNITS**

1. The units shall be attractively maintained by the Residents, and shall comply with all applicable laws, ordinances and regulations of the Town of Seabrook and the State of New Hampshire.
2. The siting, location, setback and final home position on the site shall be determined by the Owner.
3. Skirting must provide for ready access to under home utilities for repair and inspection.
4. Porches, decks, awnings and steps shall be of a material and color specifically approved in writing by the Owner.

5. All units must be adequately insured for liability and property damage by the Resident.
6. Only central air conditioners shall be installed in said units, and must be approved in writing by Owner.

## **THE SITE**

1. The Resident is responsible for the overall appearance of the site. It shall be kept orderly, neat, clean and free of litter. Trimming, watering, weeding and care of shrubs are the responsibility of the Resident. Additional landscaping and shrubs may be planted with Owner approval of type and location. Once planted, all landscaping shall be the property of Meadowstone. Any lot not maintained by June 15 of each season will be cleaned by Meadowstone at the Resident's expense at a charge of \$200 or the actual cost of cleaning the lot, whichever is greater.
2. No storage is permitted under the units, except for the unit's tires, wheels and hitch.
3. Sites are not transferable, and may not be sublet
4. Utility buildings and storage structures are allowed only with the Owner's written approval, and shall be removed upon the sale of the Resident's unit.
5. The Resident shall not construct or erect any addition, awning, porch, screened room, deck, building, or patio without the written consent of the Owner, and proper Town building permits. Screened rooms shall not be used as bedrooms.
6. Clothes lines shall not be installed or erected up on any part of the premises.
7. Wading pools or hot tubs are not permitted.
8. Only furniture specifically designed for outdoor use is permitted on site.
9. TV Cable has been installed with connections at each site. Exterior antennas, satellite dishes, etc. are not allowed.
10. The Owner reserves the right of access to all sites at reasonable times for the purpose of inspection, cleaning, utility, maintenance and for the administrative operation of Meadowstone.
11. The Resident agrees to permit, in an emergency situation, entry upon the premises into Resident's unit by use of a master key or forcibly, if necessary, without the Owner or his agent being liable therefore, provided that during such entry the Owner or his agent shall afford reasonable care to the Resident's property.
12. The Owner shall furnish water and sewer to each site. Resident is responsible for assuring that only toilet paper is put in the toilets - specifically, no sanitary napkins, diapers, paper towels, facial tissues, etc. are to be put in the toilet. The Resident will exercise prudence in using water, and shall report all leaks to Owner. Absolutely no car washing allowed.
13. Electric, telephone and television cable lines are installed at each site. The Resident will make his own application for service and will pay all bills rendered by the utility companies.
14. Outside propane fuel tanks are not permitted, except for domestic gas grilles.

## **GUESTS & VISITORS**

1. Residents assume full responsibility for their guests. Visiting children must be accompanied by adults at all times when outside of Resident's site.

2. Visitor/guest parking shall be restricted to the Resident's guest site. Parking in the "Visitor" parking area shall be only with management approval. Absolutely no street parking.

## **PETS**

Animals or pets of any kind are not permitted, which shall include visitor's/guest's pets.

## **VEHICLES, TRAFFIC & TRAILERS**

1. The speed Limit in Meadowstone is five miles per hour (5 mph). Please advise your guests and visitors.
2. Pedestrians and bicycles have the right of way.
3. Motorcycles, minibikes, golf carts, motor scooters and snowmobiles are not allowed in Meadowstone. Please advise your guests and visitors, who must walk their units into and out of Meadowstone.
4. Commercial vehicles are not allowed at Meadowstone. Please check with management if your vehicle is in question.
5. Off street parking for two (2) cars is provided for each site.
6. Street parking is not permitted.
7. Boats, utility vehicles, additional RV's, campers, trailers, etc. shall not be parked at Meadowstone.
8. Unlicensed and/or inoperative vehicles shall not be allowed at Meadowstone.
9. All vehicles shall be removed from Meadowstone at the end of the season, unless the resident has received written approval from owner to leave a vehicle at his site, in which case the Owner shall be held harmless from any damage to said vehicle regardless of the cause of the damage. Unapproved vehicles shall be towed at the Owner's expense for towing and storage.
10. Washing, repairing and/or maintaining of vehicles shall not be allowed at Meadowstone.

## **LAUNDRY**

1. The Laundromat is located in the main office building, and is open daily for Resident use. Hours are 8:00a.m.to 9:00 p.m., except for scheduled special events, like Card Night, when the machines should not be used after 6:30 p.m.
2. Do not overload or abuse machines. Washers and dryers should be cleaned after each use, and any refuse put in the trash container.
3. Clothes dyeing is not permitted in the machines.
4. Children in the Laundromat must be accompanied by a resident adult.

## **MAINTENANCE**

1. Each owner is responsible for maintaining his own residence, inside and outside-appliances, electric, heat/air-conditioning, water/sewer from the park connection to inside the unit. Special caution is urged so as to avoid putting grease or any object (diapers, sanitary articles, etc.) into the plumbing/sewer system. This will create blockage, and will be corrected at the Resident's expense.

2. Every Resident has a responsibility to keep the community clean and neat. Proper disposal of garbage and trash is important for the general health of all.
3. Garbage must be enclosed in a plastic garbage bag and placed in a covered trash barrel. Trash/garbage is picked up by the park management two times a week. Seabrook requires a recycling program – please clean and separate cans, bottles and plastic items, and put them in a separate bag for pickup.
4. Burning of trash, leaves or other material is not permitted.
5. Please do not place hot coals within containers without first completely extinguishing the coals with water.
6. Outdoor chimneys or fireplaces are not permitted.

## **MAIL**

Mail shall be delivered to an assigned post office box in the Laundry Room.

## **SELLING & SOLICITING**

1. Selling, soliciting, peddling of commercial enterprises are not allowed.
2. “For Sale” or Rent signs are not permitted on the units or the lots. Advertisements may be placed on a bulletin board located where designated by the management. The Meadowstone address shall not be used for advertising sales of vehicles, units, goods or any property without the written approval from the Owner.
3. Residents selling units cannot guarantee a prospective buyer a site at Meadowstone. The prospective buyer must apply to Meadowstone for approval. Such approval will be given after the prospective tenant has provided the Owner with sufficient references and has agreed in writing to abide by the Rules and Regulations of Meadowstone, that he will occupy the unit only during the season, and that he is aware of the rental fees and other charges including taxes that will apply after transfer. Seller shall also confirm to the buyer and to Meadowstone that all rents to Meadowstone and state/local taxes have been paid prior to approval of the sale. Notification of the acceptability of the buyer as a Resident will be provided in twenty (20) days from the receipt of the above information. If buyer does not qualify, the unit must be moved from the premises at the time of the sale.
4. Prior to final written approval of the sale, Owner must have been provided the opportunity to inspect the unit and attached deck for structural soundness and sanitary conditions. Should a unit be found by the Owner to be unsafe, unsound, unsanitary or in an unsightly condition, the unit must be removed within five (5) days from Meadowstone by the unit’s owner. If not so removed by the Resident, then the Owner shall have the unit removed and stored at the Resident’s expense.
5. After final written approval from the Owner, the prospective Resident must agree to abide by the Meadowstone Rules & Regulations by signing the final page hereof. Any adjustments for prorated rent are between the Seller and Buyer. Rents are not refundable from the Owner. The closing shall occur within thirty (30) day from the owner’s written approval of the sale. The sale transfer documents ,including the Manufactured Housing Deed, shall be approved by the Owner.
6. The removal of a unit from Meadowstone shall occur only after a forty (40) day written notice of removal to the Owner by certified mail, return receipt requested, and satisfactory proof that all town and state taxes on the unit, and Meadowstone rents have been paid in full.

## **FIRE, EMERGENCIES AND SAFETY**

1. Each unit shall be numbered and equipped with a fire extinguisher as recommended local fire authorities.

2. In the event of an emergency, notify the proper authorities and the manager immediately thereafter.

3. For your protection and peace of mind, the management reserves the right to make fire and safety inspections of the units and home lots at convenient hours.

4. Telephone numbers for emergencies are listed below. Please keep them near your telephone:

FIRE/AMBULANCE & POLICE	911
MANAGER	603- 474-3049
McGARRY MANAGEMENT, LLC	978-686-1111

## **RESPONSIBILITIES**

The management and Owner of Meadowstone assume no liability or responsibility for personal injury to anyone within Meadowstone and shall not be responsible for loss or damage caused by accident, fire, theft or "Act of God" to any unit or personal property left by the Resident or their guests on the premises.

## **MISCELLANEOUS**

1. Loud and annoying parties or language or other nuisances are not allowed at any time.

2. Special care regarding the use of television, radio/stereo, etc. between 10:00 p.m. and 8:00 a.m. is required. During the period of 10:00 p.m. and 8:00 a.m. no person shall cause or participate in any activity which would cause or create an annoyance to any other Resident at Meadowstone.

3. Respect other Residents' property and privacy by not walking across or on their lots.

4. The illegal use of drugs, or excessive use of alcohol is prohibited at Meadowstone. Intoxication and/or the creation of any annoyance or disorderly conduct including abusive or offensive language or behavior will be the cause for termination of any residency.

5. Vandalism of private or community property should be promptly reported to the Management.

6. All issues, questions and concerns should be directed to the main office.

7. Fireworks or other annoying noise products are prohibited.

8. Rules and Regulations will be revised as necessary to comply with changing conditions in order to maintain high community standards. Residents will be notified by mail or email, and by posting on the community bulletin board of any changes to the Rules and Regulations.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, indicating that they have read and agree to abide by these eight (8) pages of Rules and Regulations, as amended, for the duration of their residency at Meadowstone.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

Lot No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Telephone Nos: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

MEADOWSTONE  
308 State Road 286  
Seabrook, NH 03874  
603-474-3049

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

John F. McGarry, Trustee