

**Community Rules**  
**North Avenue Co-op**  
**A Resident Owned Community**

**Cooperative's Contact Information:**

North Avenue Co-op  
c/o First Choice Property Management  
48 Hamlet Avenue  
Woonsocket, RI 02895

Property Manager: Silvia Iannetta  
Phone: 401-765-7300 ext 116  
Fax: 401-762-0142  
Email: Silvia@firstchoiceri.com

**For Maintenance Issues:**

For a non-emergency issue, contact: Maintenance  
Manager: Jay Leclair  
Hours: Mon-Thurs 8am to 4pm  
Phone: 802-864-4525

For an emergency (a loss of power or water or sewer service, or a downed limb or tree that requires immediate attention) Maintenance Manager: Jay Leclair  
Phone: 802-864-4525

North Avenue Co-op, formerly known as Farrington's Mobile Home Park, is a mobile home park (hereinafter referred to as "The Park") located in the neighborhood known as the "New North End" in Burlington, Vermont. The Park is owned by the members of the North Avenue Co-op, Inc. (hereinafter referred to as "NAC"), which is organized and governed as a cooperative housing corporation as set forth in the Vermont Cooperative Housing Ownership Act (11 V.S.A. §1581 et seq.).

NAC's elected Board of Directors (hereinafter referred to as "Board") is charged with the task of overseeing operations of the park, including the enforcement of these Rules. The Board will enforce these rules by working in conjunction with a management company and/or employee (hereinafter collectively referred to as "Management") that the Board shall hire and oversee.

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Approved by the Cooperative members on 10/03/2015, Amended to include Section 14 on Home Installation Standards on 6/22/2017. Amended to include 7E, 8C, 9G and 9H on 5/31/2018. Amended to include Section 14B on Accessory Structure Standards on 10/23/2018

All Residents of Farrington's Mobile Home Park agree to abide by these Park Rules in addition to following their Proprietary Leases. Failure to comply with these rules may result in sanctions including, but not limited to, letters of warning, fines and eviction from the Park in accordance with the terms spelled out in the tenants' Proprietary Leases.

## 1. APPLICATION FOR TENANCY

- A. Any person intending to establish tenancy in this community (the “applicant”) must first fill out an application with Management in advance and pay an application as set by NAC Board from time to time. The approval process must be completed after the initial sales agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved or denied by the Board, and the Board shall consent to entrance by the applicant and members of the applicant’s household, if the applicant and the members of his or her household meet the currently enforceable rules of the community, the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question and meets the Board of Directors approved Applicant Screening Policies and Procedures. The Board shall have 10 business days to consider each completed application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each prospective applicant.
- B. All applicants must join North Avenue Coop and intend to reside in the community.

## 2. SUBLETTING

- A. In order to unify the Members, make the Corporation stronger, and to comply with Vermont Cooperative Housing Law, all homes sold within the Community after closing on the purchase of the park by the Corporation must be owner-occupied. Failure to comply with this article shall result in an eviction from the Community. This stipulation does not apply to homes that were rented prior to this Corporation’s purchase of the Farrington’s Mobile Home Park described in 2C.
- B. With the exception of homes that were rented prior to the Corporation’s purchase of Farrington’s Mobile Home Park described in 2C, renting or leasing of homes in the Community 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 Corporation.

Furthermore, if approval is granted, then

1. The Board of Directors must approve the sublease, and approval shall not be unreasonably withheld.
  2. No amendment or modification to the sublease shall occur without prior written consent of the Board of Directors, which shall not be unreasonably withheld.
  3. No sublease shall be in excess of one year
  4. No sublease of a unit shall provide for monthly payments by the sublessee in excess of 110 percent of total monthly payments for the unit paid by the sublessor; total monthly payments paid by the sublessor shall include charges for lot rent, homeowner's insurance, mobile home taxes, mobile home utilities and any homeowner financing. Sublessor shall provide NAC Board proof of total monthly payments for the unit prior to approval of the sublease.
  5. Sublessor shall provide NAC Board proof of compliance with City rental registration requirements.
- C. The following homes, which were rented prior to this Corporation's purchase of Farrington's Mobile Home Park, are exempted from the requirements of 2B above: 16A, 2B, 14B, 32B, 41B, 43B, 54B, 56B, 58B, 2C South, 16C, 25C, 27C, 29C, 31C, 32C, 33C, 34C, 35C, 39C, 40C, 55C, 61C. This exemption from the requirements 2B shall expire upon a transfer of ownership or sale of mobile home.

For all rental or leasing situations described in this section,

1. The Board of Directors must approve the sublease, and approval shall not be unreasonably withheld.
2. No amendment or modification to the sublease shall occur without prior written consent of the Board of Directors, which shall not be unreasonably withheld.
3. No sublease shall be in excess of one year
4. Monthly payments for the unit provided for in the sublease shall not increase more than two percent per year, or the amount of a lot rent increase in the community, whichever is greater.
5. Sublessor shall provide NAC Board proof of compliance with City rental registration requirements.

### 3. NONDISCRIMINATION

NAC Board shall not discriminate against any resident or prospective resident on the basis of a person's race, sex, sexual orientation, age, marital status, religion, color, national origin, disability, because a person intends to occupy their home with minor children, a person is a recipient of public assistance, or any other reason prohibited by law.

### 4. USE OF HOME

- A. The mobile home shall be primarily used for private residential purposes. However, the Resident may use a minor portion of the home for an occupation which is customary in residential areas, which use is clearly secondary to the use of the home for living purposes, and which does not change the character thereof or affect the operation of the park for health, safety or aesthetic reasons. The use must be in compliance with law, including all appropriate ordinances, rules and regulations of any appropriate governmental authority.
- B. Any owner operating a business under these guidelines must carry adequate liability insurance and provide a copy of the policy to the NAC Board.

### 5. MAINTENANCE OF HOME AND LOT AND ADDITIONS TO HOMESITE

- A. All homes must be skirted with a skirting material of vinyl, plywood, or of a comparable quality and appearance. The skirting must be weather-tight, kept in good repair, and painted as necessary.
- B. The resident shall keep the premises neat, clean, in good repair, and use them in such a manner as not to be detrimental to any other Resident or to the operation of The Park for health, safety, or aesthetic reasons. Resident must keep the lot clean, lawns cut and high grass trimmed around the home, as well as removal of small brush. The resident shall be responsible for the removal of all such waste.
- C. With prior written approval from NAC Board, which shall not be unreasonably withheld, sheds, porches, decks or fences may be placed on the Resident's lot. Any such improvement or additions must be in compliance with the local zoning, building and related ordinances. No additional living space may be added to a mobile home.
- D. Residents shall not dig on the lot without the prior written consent of NAC Board or verification by authorities of the location of underground infrastructure systems (electrical, sewer, water, telephone, cable.) Any damage done to any underground utility by the resident shall be repaired at the Resident's expense.

## 6. RESPONSIBILITIES OF THE RESIDENT

- A. The Resident is required to respect the privacy and lot lines of other residents' lots. Residents, resident's household members, and guests shall not conduct themselves in a way that unreasonably disturbs other residents, and shall refrain from illegal activities. Resident shall be responsible for the activities and behavior of all persons residing with the resident as well as that of guests visiting the resident.
- B. The Resident shall not use or occupy his/her mobile home in such a way as to cause any lot to fail to comply with the terms of the Proprietary Lease, NAC's Bylaws, NAC Policies, or any State or local laws and ordinances. The Resident, members of the household, guests and invitees shall not deliberately or negligently destroy, deface, damage, alter, or remove any fixture, mechanical or utility system or furnishing.
- C. The Resident shall be responsible for the expense of maintaining the water, sewer, electrical and other utility service within his/her home, and from the point at which the service surfaces under the mobile home or connects to the home from a service point. Resident is responsible for ensuring proper connection of the electrical service to the home. Resident is responsible for ensuring that the mobile home is properly connected to the park's water and sewer systems.
- D. The Resident is responsible for the maintenance of the lot, including, but not limited, to the maintenance of the lawn, shrubs, brush and driveway, including snow removal from the driveway and parking areas.
- E. Household waste that is placed outside the mobile home shall be stored in watertight, and, to the extent possible, animal-proof receptacles of metal or other durable materials with tight-fitting covers. No household waste shall be stored or accumulated under or around the mobile home or in any structure. Each lot is assigned one trash can by a contracted trash remover, and that shall be the only can used for pick-up. Any other can will not be picked up and the Resident will be responsible to dispose of said can and its contents. All trash cans shall be stored on the Resident's lot in a neat fashion until pick-up day.
- F. All Residents shall abide by the recycling laws of the City of Burlington and the State of Vermont.
- G. All residents and guests shall comply with the posted speed limits in the park.
- H. Residents and guests shall provide "quiet time" between the hours of 10 pm and 7 am in accordance with City of Burlington ordinances.

## 7. VEHICLES

- A. All residents shall provide NAC BOARD with the make, model and license plate number of all motor vehicles including, but not limited to, cars, trucks, boats, motorcycles.
- B. All vehicles operated through and parked in The Park must be registered, movable, and cannot obstruct roadways.
- C. No major automotive repairs may be performed within The Park. Basic maintenance, such as oil changes, may be performed provided the Resident uses appropriate ramps and catch basins, and disposes of the oil and filters appropriately.
- D. When residents and their guests park in the community, roadways shall be kept clear at all times to ensure emergency vehicles have a clear access into and out of the community.
- E. All vehicles left on lots must belong to current, approved residents, and be registered and inspected. Unregistered vehicles that are not removed within 15 calendar days of the notice will be given a second notice. If not the vehicle is not removed within 48 hours of the second notice, such vehicles will be towed at the resident's expense.

## 8. ACCESS

- A. Management may enter your mobile home lot with your consent. Management may enter your lot between 7:00 am and 7:00 pm, having provided no less than 12-hours' notice, with the Resident's consent, which shall not be unreasonably withheld, under the following conditions:
  - 1. When necessary to inspect the Lot;
  - 2. To make necessary or agreed-to repairs, alterations or improvements;
  - 3. To supply agreed-upon services; or
  - 4. To exhibit the lot to prospective or actual purchasers, mortgagees, tenants, workers or contractors.
- B. Management may enter the rented lot without notice or permission, if, in the course of performing repairs, Management discovers that it is necessary to enter the Lot to complete the repairs, provided that Management could not have reasonably foreseen the need to enter the Lot at the time the repairs began. However, Management must first attempt to reach the Resident by telephone or in person at the mobile home before entering the lot.
- C. Lot Inspections: All lots will be inspected by the maintenance manager and/or a board member on a biannual basis. Inspection dates will be scheduled in May and October. Residents will be given notice 14 calendar days before each inspection date. The inspections will cover vehicles, trash, general lot upkeep, skirting and heat tape.

## 9. PETS

- A. Dogs must be leashed at all times when they are outside of their homes. Voice-Command is not acceptable. Owners of nuisance animals will be referred to the City Animal Control department.
- B. All owners must clean up their pets' excrement and dispose of it in their own waste cans.
- C. Owners must make a concerted effort to prevent their pets from relieving themselves on other's lots.
- D. All pets are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents. No resident shall keep a pet whose conduct has endangered the health, safety or property of other residents or their guests. If the pet owner violates any part of this rule, BOARD or Management may take whatever steps are permitted by law to have the pet removed from the community.
- E. Only two domesticated pets are allowed per household. For residents who have owned more than two domesticated pets prior to the Cooperative's purchase of Farrington's Mobile Home Park, these additional pets shall be exempted from this rule, provided that the residents comply with rules 9A-D above. This exemption shall not apply to new pets beyond the limit of two per household acquired after the Cooperative's purchase of the Park.
- F. All pets must be vaccinated and registered with NAC BOARD.
- G. Dogs and cats must be spayed and neutered before they reach breeding age.
- H. Chickens are prohibited in the community.

## 10. SALE OR TRANSFER OF MANUFACTURED HOME

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the Board or Management at least 30 days before the intended sale, lease or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by Rule 1. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized.

- A. For Sales of Homes:
  - 1. The letter will contain the broker's name, telephone number, and address;
  - 2. The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement;

3. Management will conduct an inspection of the lot to assess any damage to the home site. The seller and buyer will be informed of any damage for which the homeowner is responsible.

**B. For Removal of Homes:**

1. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
2. A copy of the local permit to remove, if required by local ordinances, must be given to the Board or Management prior to removal of the home.
3. After removal, the lot is to be cleaned of any trash, debris, and hazards (e.g., stairs falling apart, outbuildings in disrepair, broken glass). Any damage done to landscaping, utilities or driveways must be promptly repaired and any holes in the ground must be filled in so that the site is rendered in a clean and safe condition.
4. The homeowner must provide Board or Management with a copy of proof of insurance and license for all contractors and sub-contractors prior to the commencement of any removal.

**C. For Homes to be Moved In:**

1. Board requires written approval of all new and used homes prior to delivery, such approval not to be unreasonably withheld;
2. The Board or Management reserves the right to inspect and view any used home before moving into the community to confirm that it meets aesthetic, size standards and applicable code requirements of the community.
3. If required by local, state or federal regulations, the home must first be approved by the regulating authority for compliance with state and local code requirements;
4. The home and all associated installation work must meet all state and local building and health code requirements;
5. The homeowner must provide the Board or Management with a copy of the applicable local permits for installation of the home, the license of each contractor installing the home and connecting it to utility services, and proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.

## 11. UTILITIES

### **A. Water**

1. NAC is responsible for all in-ground water lines as well as the service line from the curb stop in each lot to the point where it surfaces under the mobile home, provided these lines are not damaged due to the neglect of the home owner, as listed below.



2. It is the responsibility of the home owner to have a working hand valve for the purpose of shutting off water service to their home if necessary.
3. It is the responsibility of the home owner to have properly installed, working heat tape to prevent pipes from freezing in cold weather. Heat tapes must be installed at the point where the home owner's pipes connect from the park's service line to the mobile home's water inlet.
4. All exterior lines shall be properly wrapped and insulated to prevent them from being exposed to any weather conditions.
5. If damage to water lines is caused due to a home owner, or someone working on behalf of the home owner, failing to provide proper insulation and/or heating tape to water lines under their mobile home, said damage will be repaired by NAC and the cost of these repairs will be charged to the home owner.
6. Running water shall not be used to prevent pipes from freezing.
7. In addition to the daily normal usage, Residents shall use water conservatively and may only use additional water for the following:
  - i. Water plants and gardens
  - ii. Wash their home to preserve the appearance.
  - iii. Clean Vehicles
  - iv. No above ground pools will be allowed with the exception of a Kiddie pool that does not exceed 5' in diameter and shall require approval of the Board of Directors, and be covered when not in use. The Home owner shall be responsible and hold the NAC free of any liability in the event of an accidental death or injury.
  - v. No extensive use of water usage will be permitted and all exterior hose connections shall be free of leakage. Yard sprinklers shall not be used.

## **B. Sewer**

1. NAC is responsible for all in-ground sewer lines and sewer drops.
2. The home owner is to ensure their sewer lines connect to the provided connection point with an appropriate connector (hub coupling), and that the connection is properly pitched from the outlet of the home to the park's service.
3. Home owners should not put anything down the sewer lines other than water from bathing, dishwashing, flushing toilets and other normal daily activities. (E.g. no grease, food, or feminine products.)

4. It is the responsibility of the home owner to maintain and repair the sewer lines under their home.
5. If any blockage of the sewer system occurs due to a home owner's abuse or neglect, NAC will clear the blockage and provide necessary clean-up. The home owner responsible for the blockage will be charged for these services.
6. All sewer connections to The Park septic lines must be secure and maintained to prevent spillage.

### **C. Electricity**

1. NAC is responsible for all primary and secondary electrical lines underground and to each lot, up to the point the lines enter the disconnect site on the lot.
2. The home owner is responsible to provide 100 amp service to the home from the disconnect site to the breaker panel in the home, including the 100 amp exterior breaker and #2 4 wire.
3. Burlington Electric Department is responsible for primary lines into The Park's transformers and for the maintenance of streetlights in The Park.

### **D. Cable and Telephone Service**

1. All cable and telephone lines in the ground are the responsibility of the utility companies providing those services, (e.g. Comcast and Fairpoint) including the lines to each lot. All installation or repairs to said lines from the pedestals to the home shall be done only by the providing utility service.

## 12. OIL/KEROSENE TANKS.

Only above-ground oil/kerosene tanks may be installed to provide fuel to heating systems and shall meet all local and state codes. All tanks shall be maintained by the home owner in a responsible manner. Home owner will be responsible for all cost associated with the maintenance of the tank and the clean-up of any fuel oil spills.

## 13. NOTICE OF PARK RULES

- A. These Park Rules and any future amendments thereto are expressly made a part of the Lease Agreement.
- B. These Rules are subject to addition, amendment, alteration, or deletion from time to time, within the guidelines of NAC's Bylaws.

## 14. HOME INSTALLATION STANDARDS

- A. General Standards** – All homes installed (including HUD homes and non-HUD modular or stick built homes) must meet these standards.
  - 1. All homes shall NOT exceed a maximum height of 14'. This includes the foundation when the home is set on the foundation. (a typical HUD set home is 13'6" to 13'8" from grade to peak of roof)
  - 2. A minimum crawl space of 24" under the home is required for proper access to all utilities and for maintenance purposes.
  - 3. Proper skirting materials are to be used to prevent the effects of weather and damage to utilities under the home, and proper venting to be ensure in warmer weather.
  - 4. Siding, roofing materials, windows and doors may differ but should not be constructed in a way that does not meet traditional building standards that would be considered out of compliance with local, state or federal codes.
  - 5. All HUD home installations must obtain the proper required permits from the city of Burlington and comply with federal installation standards. A non-HUD homes shall comply with local building code standards and are not subject to the federal installation standards as the local Building Inspector has jurisdiction.
  - 6. Floor plans and site plans shall be submitted and reviewed by the Board of Directors and Maintenance Manager of North Avenue Co-op for approval prior to applying for permits.
  - 7. All installations shall be completed and in compliance with the approved permission request form provided to the applicant by North Avenue Co-op.

<sup>11</sup> Approved by the Cooperative members on 10/03/2015, Amended to include Section 14 on Home Installation Standards on 6/22/2017. Amended to include 7E, 8C, 9G and 9H on 5/31/2018. Amended to include Section 14B on Accessory Structure Standards on 10/23/2018

**B. Accessory Structure Standards** – Accessory structures, including sheds, decks, porches, and fences, must meet the following standards:

1. Sheds: Are permitted and not to exceed 100 square feet. The maximum height allowed is 10' from ground to the peak or roof line.  
(most sheds are approx.8' in height and metal shed kits average 6' in height) The maximum 10' will allow for upper storage if desired. 4x4s & half blocks may be used for lift, not to exceed 1 layer or 4". Base materials may be used rather than lift materials, but are limited to crushed stone or surpak.
2. Fences: Maximum height 4'. Wood or vinyl are preferred for consistency purposes. The board may approve other proposed materials if the installation complies with # 8 of the accessory structure standards.
3. Decks: All newly constructed, non-existing decks shall be built at a width no greater than 5' & no longer than 20' in length due to the lot widths, setback requirements and lot coverage contributions. This will allow for decks to be equal in width and lengths for all residents and provide for maximum lot coverage of 100 sqft. Lengths will be determined by existing lot configuration and utility locations and building code requirements that may not provide for the maximum allowance of 20', to avoid issues with setbacks and utility damage. In such cases the board shall determine the length to be allowed in order to accommodate the applicant's request.
4. Porches: All newly constructed, non-existing open or closed porches shall be built at a width no greater than 5' & no longer than 20' in length due to the lot widths and setback requirements and lot coverage contributions. This will allow for porches to be equal in width and length for all residents and provide for a maximum lot coverage of 100sqft. Lengths will be determined by existing lot configuration and utility locations and Building code requirements that may not allow for the maximum allowance of 20' to avoid issues with setbacks and utility damage . In such cases the board shall determine the length to be allowed in order to accommodate the applicant's request
5. Pre- Existing: Shall mean any sheds, decks, porches or fences that existed prior to the purchase and on the property as of the date rule 14B was implemented (October 23<sup>rd</sup>, 2018) are considered grandfathered therefore allowing for the ability to replace with the same existing foot print and size that exist as this is already factored into current lot coverage calculation.
6. Conversion of preexisting structures: Preexisting decks shall be allowed to be converted to porches as long as the existing size does not increase and new permits are obtained and Board approval is granted. The structure shall not be used as part

of the liveable area of the home, nor will the new construction interfere with utilities due to building code, footing requirements that may not currently exist.

7. Conversion of preexisting Fences: Existing fences greater in height than 4' will be permitted to be reduced in size per request to further improve the community's appearance and coincide with the max height allowed under new installations standards regarding accessory structures. The new construction will also not interfere with utilities due to building code, footing requirements that may not currently exist.
8. Exemptions: The Board has the ability to consider on a case by case basis to allow for 6' fence panels providing the installation will not interfere with utility above or below ground nor will it create a barrier that would obstruct views or create a safety issue in emergency situations. The installation must provide a minimum 5' continuous clearance both sides of fence and from all occupied structures as required by the city's Zoning and Building departments to meet the life safety code and setbacks.

#### 15. SEVERABILITY

If any provision of these rules is held to be invalid, either on its face or as applied to residents, such a determination shall not affect the remaining rules.

The foregoing is a true and accurate account, attested by,

  
Secretary