

**FOXCROFT ESTATES 56 BRIANT DRIVE SUDBURY, MA 01776**

**Application for tenancy**

HOMESITE ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

Name of each occupant, date of birth & ss#:

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

PETS: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PRESENT LANDLORD: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_ YEARS: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ POSITION: \_\_\_\_\_ YEARS: \_\_\_\_\_

CO-AP EMPLOYER: \_\_\_\_\_ POSITION: \_\_\_\_\_ YEARS: \_\_\_\_\_

CURRENT OWNER OF HOME YOU INTEND TO BUY: \_\_\_\_\_

MAKE OF HOME: \_\_\_\_\_ YEAR: \_\_\_\_\_ SIZE: \_\_\_\_\_

PURCHASE PRICE: \_\_\_\_\_ ANTICIPATED CLOSING DATE: \_\_\_\_\_

WHAT BANK WILL BE FINANCING THE HOME: \_\_\_\_\_ MO. PYMNT: \_\_\_\_\_

REALTY AGENT: \_\_\_\_\_

APPLICANT NET MONTHLY INCOME: \_\_\_\_\_ CO-AP NET MONTHLY INCOME: \_\_\_\_\_

LIST LOANS ON BACK SIDE OF THIS APPLICATION ( car, charge accounts, payment amounts and balances due)

**WRITTEN VERIFICATION OF INCOME MUST BE SUBMITTED.**

**APPLICATION FEE OF \$100 REQUIRED.**

I / we acknowledge receipt of Lease Terms and Rules & Regulations effective 10/1/2016.

I / we agree to uphold and maintain all Lease Terms and Rules & Regulations.

I / we agree to allow management to check our credit & references.

**SIGNED:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_

To be completed by Lessor: Application fee paid: \_\_\_\_\_

Work to be completed to home or yard: \_\_\_\_\_

**Please note when applying for approval**

A completed application must be submitted.

You will receive a lease agreement and rules & regulations; read them and keep for future reference.

After application, you can contact us regarding approval.

Lessor will make an inspection of the home you are buying to see if the home and/or lot need any repairs (painting, skirting, decks, storage buildings, etc.)

If repairs are necessary, the seller or buyer must complete them, BEFORE the sale can be completed.

Lessor requires the lessee have insurance coverage as outlined in lease term #14.1. We must see your insurance binder.

**After closing on your home**

Lease payment is due the first of the month and must be mailed to:

FOXCROFT ESTATES  
56 BRIANT DRIVE  
SUDBURY, MA 01776

**All other written correspondence is also mailed to Foxcroft Estates 56 Briant Drive Sudbury, MA 01776.**

Notify the Concord Post Office that you are a new homeowner. You must obtain the mailbox keys from the seller.

Rubbish must be left at curbside the day of pick-up.

There is absolutely no storage allowed outside in your yard!

Please do not drive any vehicles on your yard when moving into your new home, as there are underground utilities that could be damaged.

**FOXCROFT ESTATES  
CONCORD NEW HAMPSHIRE  
LEASE TERMS AND RULES & REGULATIONS**

**IMPORTANT NOTICE REQUIRED BY LAW**

**THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES AND REGULATIONS OF THIS COMMUNITY TO BE REASONABLE. NO RULES OR REGULATION MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY 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 COMMUNITY AS LONG AS YOU PAY YOUR RENT AND OTHER LAWFUL CHARGES, FOLLOW THE RULES AND REGULATIONS OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NON-PAYMENT 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 RENT.**

**YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES AND REGULATIONS OF THIS COMMUNITY BUT ONLY IF THE RULES AND REGULATIONS 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 COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN 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 OR HER HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE COMMUNITY 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 COMMUNITY.**

**COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTI-TRUST DIVISION OF THE ATTORNEY GENERAL'S OFFICE, 33 CAPITOL STREET, CONCORD, NEW HAMPSHIRE 03301 OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.**

**FOXCROFT ESTATES LEASE TERMS & RULES & REGULATIONS - EFFECTIVE 10/1/2016**

Written correspondence and lease payments should be mailed to Foxcroft Estates, 40 Newbridge Rd Sudbury, MA 01776.

Our Email address is [americadproperties@gmail.com](mailto:americadproperties@gmail.com)

On site office: 603-225-7415

**1.00 LEASE PAYMENT**

1.01 The land lease payment is due and payable on the first day of each month, payable in advance and shall be mailed to:

**FOXCROFT ESTATES  
56 BRIANT DRIVE  
SUDBURY, MA 01776**

Lessee will receive a separate Lease notice concerning the amount of rent required.

1.02 A late fee of \$25 is charged for payments received after the 7<sup>th</sup> of the month.

1.03 Checks with insufficient funds will be subject to a \$25.00 fee. If more than one insufficient funds check is received Lessor will require all future payments to be made with bank check or money order.

**2.00 OCCUPANCY / REALE / SUBLEASES**

2.01 At least one occupant must be 55 years old. Occupancy is restricted to a maximum of four persons living in a home. This does not preclude the Lessee from allowing visitors.

2.02 Lessor must be notified of any changes in the occupancy of a home. (Births, marriages, divorce, roommates, etc.)

2.03 A home may not be leased, sublet or occupied by anyone other than the owner and immediate family without prior written permission from management.

2.04 Lessee must give written notice when offering their home for sale.

2.05 At the request of the seller, Lessor will act as an agent, and will attempt to sell the home at a price set by the seller. A commission to be agreed upon, but not to exceed 10% shall be paid by the seller.

2.06 A prospective buyer must complete our standard application form for tenancy. A non-refundable \$100 application fee is required. Buyer shall not be allowed until application has been made to Lessor and written approval has been given. Lessor will process the application within two weeks. Approval shall not be unreasonably withheld as long as the applicant meets the rules and has sufficient financial resources and acceptable references. The buyer must also complete the waiver of homestead form prepared by management prior to entry. Once approved, a Manufactured Housing Deed must be submitted to Lessor for landowners consent signature.

2.07 Lessor will make an outside inspection of the home you are selling/buying/subleasing, to determine if the home and/or lot need any repairs (painting, skirting, decks, storage shed, etc.) The home must meet all Lessor's rules & regulations. The home must conform to local health & building codes as determined by the building or health inspector. If repairs are required, the homeowner will be notified, and the repair(s) must be completed before occupancy of the home changes, weather permitting.

2.08 A for sale sign may not exceed 12” x 18” or 216 sq inches. Signs may only be placed in the window or on a home. Two signs are permitted.

**3.00 PETS**

3.01 Lessee must apply to management and obtain written approval before acquiring a pet.

3.02 Only one dog not to exceed 35 lbs. is permitted.

3.03 Only one house cat that must remain inside at all times is permitted.

3.04 No pets other than dogs or cats will be allowed unless the pet remains entirely inside the home ie. (bird, fish, etc.).

3.05 Dogs must remain PRIMARILY indoors, and be restricted to Lessee’s yard when outside. Dogs cannot be walked throughout the Community. Dogs must be leashed and accompanied by a person when outside. Dogs may not be tied up and left outside unattended. Lessees must clean up all messes made by their dog. Dogs may not disturb residents by barking either inside or outside of the home. Dogs must not cause yard or property damage. If a dog shows dangerous behavior it must be removed. Lessee must have liability insurance coverage for their dog, and must provide Management with a copy of their policy. Visitors’ dogs are not permitted. Dogs must be licensed by the City, and be spayed or neutered.

3.06 If any violations of the pet regulations 3.01-3.05 occur, Lessee must remove the pet immediately or tenancy will be terminated.

**4.00 UTILITIES**

4.01 Water, sewer, & electric lines are installed underground to each lot. It is the Lessee’s responsibility to connect and maintain these utilities from ground level to the home.

4.02 Lessee should install a check-valve in their water line to prevent drainage of the hot water tank when the water is shut off. Lessor will not be responsible for hot water tank damage.

4.03 All water lines, from where they come out of the ground, to the home must be insulated with a properly installed heat tape. Heat tapes must be plugged in from October - April to prevent freezing of the water line.

4.04 Lessee shall not deliberately run water. Conservation is necessary.

4.05 Water is only to be used for normal household use. Lessees who wish to install sprinkler systems must obtain Lessors approval.

4.06 Lessee should use extreme care not to clog sewer lines with heavy matter. Under no circumstances should disposable diapers, sanitary napkins, tampons, condoms, coffee grounds, grease, and other similar items be discharged down toilets or drains.

4.07 Lessee shall be assessed for cost of repairs resulting from negligence or violations of these utility provisions.

4.08 If water & sewer usage is individually metered, Lessee will be directly responsible for payment of usage.

**5.00 OIL & GAS TANKS**

5.01 As homeowner, you are responsible for maintenance of your oil tank, and liable for oil spill damage to Lessor’s property.

5.02 Tanks must be periodically inspected to check their integrity. Tanks must be replaced before their life expectancy expires.

5.03 Tanks must have either a poured cement foundation or a cement pad consisting of several “patio style” pads approximately 2 inches thick by 24 inches square.

- 5.04 The oil line from the tank to the furnace must be installed into the top of the tank and not the bottom. The drain hole at the bottom of the tank must be plugged with a screw type plug. The tubing & fittings can easily break or leak when installed at the bottom of a tank.
- 5.05 Oil & bottled gas tanks must be kept painted & rust free.
- 5.06 Oil tanks must be State approved 275 gal. Tanks.
- 5.07 Any new oil tanks & replacements, must be the “flat type” as they are more stable.
- 5.08 The location of gas and oil tanks must be approved by Lessor before installation. Underground tanks or tanks located under homes are not permitted.
- 5.09 A home being sold with oil heat, must install a new tank under the guidelines of 5.3 - 5.8, or convert to gas heat; unless a tank inspection company can certify that the present tank is acceptable.

#### **6.00 NEW HOMES / REPLACEMENTS**

- 6.01 All new homes and replacements of existing homes must be approved by Lessor. The home must be built to the H.U.D. construction code and have horizontal siding and a pitched shingled roof.
- 6.02 A charge will be assessed for preparing a lot for a new home. This charge will include cost of related materials and reasonable labor and equipment time to perform the necessary work.

#### **7.00 REMOVAL OF A HOME**

- 7.01 Thirty days notice must be given to Lessor before your home is removed.
- 7.02 Any home which is damaged beyond repair must be removed within a reasonable period of time. After a home is removed, the Lessee must continue to pay lot rent to reserve the lot for a replacement home.

#### **8.00 HOME CARE**

- 8.01 The exterior of a home must be kept clean, painted, and free from rust. Homes, which have faded in color, must be painted or re-sided. Windows, doors, roofs, siding, & skirting must be in good condition.
- 8.02 Homes, decks, skirting, steps, additions, storage sheds, etc. must be maintained in accordance with local building codes, and be kept clean and painted. Any construction that is in poor condition must be repaired. If Lessee cannot repair the structure due to deterioration beyond repair, then the structure must be removed.
- 8.03 Ployfilm plastic covering of windows or screen porches is not allowed.
- 8.04 Solid vinyl or aluminum skirting is required on homes & additions, providing access panels for utility connections. The skirting must be the type that is DESIGNED for manufactured homes with a top and bottom rail. The skirting must be installed in a professional manner. The color must complement the home as best as possible. Decks must be skirted with vinyl skirting or vinyl lattice.
- 8.05 Any Lessee, whose home is in violation of local health & building codes as determined by the building or health inspector, must correct the violation(s).

#### **9.00 LOT/YARD CARE**

- 9.01 Items such as, lawn mowers, toys, junk & miscellaneous items are not to be stored outside or left outside at the homesite. Snowplows may be stored at the homesite, but only during winter months.

- 9.02 During the growing season, lawns shall be mowed three times monthly, and fertilized periodically. Shrubs and trees shall be pruned periodically. The grass, newly planted seed, and other plantings must be watered when necessary. Leaves on lawn areas must be raked & bagged in the special paper bags.
- 9.03 Driveways & walks must be kept free of snow.
- 9.04 Landscaping and plantings are encouraged. Prior to the work a landscaping plan must be submitted to Lessor and be approved.
- 9.05 Boats, trailers, campers, snowmobiles, etc.. are not to be stored at Lessee's lot. They can be brought to the lot for loading, unloading and minor maintenance, although they can not remain at the lot for more than one day per week. When at the lot they must be parked in the driveway. Lessee must provide their own storage outside of the Community for the items listed above.
- 9.06 Firewood can only be brought to your lot AFTER it has been cut to stove length. The cutting of firewood with chain saws is not allowed as the noise disturbs residents and the larger size of logs is unsightly.
- 9.07 Only a maximum of ONE cord of firewood may be stored in a yard at any one time.
- 9.08 Firewood must be stacked neatly at the rear of the yard or in the least visible area. Lessor must approve the location.
- 9.09 Lean tos to cover firewood or similar structures are not allowed without written permission.
- 9.10 The Town/City mandates that your trash be placed in special bags which you must purchase from the Town/City. All recycling items including cardboard. Must be placed in the recycling container which the Town/City provides. The Town/City will instruct you as to what items may be recycled.

Trash & recycling items may not be placed curbside until 12 hours before the scheduled removal. At all other times trash must be placed in the special bags, and stored along with recycling items in an enclosed secure location at Lessee's homesite, such as a storage shed. Trash and recycling containers may not be left in a yard or on a deck, as they are unsightly, and animals will disturb the trash.

- 9.11 If a yard is not being maintained as required in rules #9.1, 9.2 & 9.3, Lessor will notify Lessee in writing as to what work must be done; Such work must be completed within 5 days. Lessee must complete the work within the specific time period or Lessor will perform what work is necessary at Lessee's expense. Lessee will be charged the cost of materials & an hourly rate of \$20.00.

## **10.00 NEW CONSTRUCTION & ACCESSORIES**

- 10.01 An application form (provided by Lessor) must be submitted before construction of a deck, steps, addition, awning, storage shed, clothesline, antenna, etc. may be constructed, and written approval by Lessor must be granted. Such approval shall not be unreasonably withheld.
- 10.02 Depending on the lot, (its size, topography & location of utilities) it may not be possible for Lessor to approve the construction.
- 10.03 Many types of construction require a Town building permit.
- 10.04 Any construction performed must have a neat and attractive appearance, and be constructed in a professional manner.
- 10.05 Storage sheds must be PRE-BUILT or PANELIZED wooden framed buildings with wood or vinyl horizontal clapboard siding and a shingled pitched roof. Maximum size is 8x 10 ft., and 8 ft. in height at peak. The shed must be painted or stained to match the home as best as possible. Only one shed per home is allowed.

- 10.06 Wooden decks must be constructed from pressure treated wood.
- 10.07 Additions must be PRE-BUILT or PANELIZED and have vinyl siding to match the existing home.
- 10.08 Fences or plantings, which could enclose the lot, are prohibited unless written permission is granted.
- 10.09 Tents, wading pools & trampolines, are not permitted without written permission.
- 10.10 Clotheslines must be the folding umbrella type or retractable reel type. They must be located behind the home or in the least conspicuous location.
- 10.11 Only standard residential radio & TV antennas are permitted. Written permission must be granted for other types of special antennas.
- 10.12 Basketball goals (whether permanent or portable) are not permitted. In some instances, depending on the particular homesite, they may be permitted if located behind the home. Lessee must obtain written permission for this exception.

**11.00 CONDUCT**

- 11.01 Lessee shall not disturb the peace and quiet of other tenants. Excessive sound levels from voice, stereo, parties, vehicles, etc. are not permitted.
- 11.02 Lessee, and their family & guests, shall comply with the laws of the State and ordinances of the Town including but not limited to all rules & regulations of the Health Department, Police Department, & Fire dept.
- 11.03 Public drinking is not permitted.
- 11.04 Commercial day care of children is not allowed.
- 11.05 Lessee shall not conduct any peddling, soliciting, or commercial enterprises of any nature without written consent from Lessor.
- 11.06 Lessee & their family, shall not damage Community property or other residents property or litter the grounds. Lessee shall be assessed for any damage to Community property. Violation of this lease term may also result in termination of tenancy.

**12.00 RECREATION FACILITIES (if applicable)**

- 12.01 Lessor has no obligation to provide supervision personnel at recreation facilities. Lessee is responsible for the supervision of their children & guests.

**13.00 AUTOMOBILE & TRAFFIC SAFETY**

- 13.01 A maximum of TWO vehicles are allowed per lot unless the driveway will accommodate more. Vehicles must be parked in the driveway, and not on the grass or in the street.
- 13.02 Visitors may park on the street if necessary, but only for short periods of time and not during snowstorms.
- 13.03 Vehicles larger than ¾ ton pick-ups are not to be parked at homesites without written permission.
- 13.04 Minibikes, snowmobiles or any other such recreational equipment are not to be operated on Community property.
- 13.05 The speed limit is 15 mph. All posted signs must be observed. Vehicles must be operated in a safe manner.
- 13.06. Only minor repairing of vehicles is allowed (tune-ups, tire changing, etc.). Oil & antifreeze changing is not



permitted, as spills can occur.

- 13.07 Vehicles interfering with snow removal will be towed at owner's expense.
- 13.08 Any vehicle that leaks fluids must be repaired immediately. This leaking will cause contamination and pavement damage. If damage occurs, the Lessee will be liable for the cost of pavement repairs.
- 13.09 Vehicles must be in running condition, and be state registered & inspected. Junk, damaged or unsightly vehicles are not permitted.
- 13.10 A warning will be given for any of the above violations. If the warning is ignored and violation continues or is repeated, the vehicle will be towed at owner's expense.

#### **14.00 MISCELLANEOUS**

- 14.01 Lessor requires the Lessee have insurance coverage for bodily injury and property damage. Insurance must include coverage for storm and debris removal. If the home has oil heat there must be coverage in the advent of oil leakage to the community grounds.
- 14.02 Lessor shall have the right of entry upon the Lessee's lot for inspection & maintenance purposes, installation or removal of a home, or to discuss rent and other issues relative to the tenancy.
- 14.03 Lessor considers lot boundaries to be approximately halfway between homes. There are no surveyed concrete boundaries. Lots are of many different sizes.
- 14.04 Landscaping by the Lessee must remain upon sale or removal of the home.
- 14.05 Lessor requires a Certificate of Liability Insurance coverage for any outside contractor or individual prior to any service performed in the community. This includes, but is not limited to snowplowing, carpentry, and other miscellaneous repairs. Foxcroft Estates must be named as Certificate holder.

#### **15.0 LEGAL**

- 15.01 Lessee is responsible for any substantial violation of Rules by their family or guests.
- 15.02 After service of a notice, commencement of a suit, or after final judgment for possession of a lot, Lessor may receive and collect any rent or other charges due. Payment of rent or other charges by Lessee shall not waive or affect such notice, suit, or judgment, except as provided in the "Important Notice Required by Law", attached hereto.
- 15.03 In connection with the enforcement of these Rules; the Lessee must reimburse the Lessor for reasonable attorney fees, sheriff service fees, and related court fees, unless the Lessee prevails by seeking a court finding against the Lessor.
- 15.04 After Lessor receives court approval for possession of a lot, if Lessee does not remove the home, Lessor will remove the home at Lessee's expense.
- 15.05 If any of the provisions of these Rules & Regulations shall contravene or be invalid under the ordinance of the Town, the laws of the State, or the laws of the United States of America, such contravention or invalidity shall not invalidate the entire Rules & Regulations, but they shall be construed as if not containing the particular word, phrase, provision or performance held to be invalid, & all other rights and obligations of the parties hereto shall be enforced accordingly.
- 15.06 Lessor may amend these Rules & Regulations, as described in the "Important Notice Required by Law", attached to these Rules.