

# **CONNECTICUT DISCLOSURE STATEMENT**

This statement is provided to you as a prospective resident and is a general summary of your rights and obligations under Connecticut's Mobile Manufactured Home laws. Refer to Chapter 412 of the Connecticut General Statutes for details of these laws. This disclosure statement does not add to or subtract from your rights and obligations under the Mobile Manufactured Home laws. The Community owner must keep a signed copy of this disclosure statement on file for four years after you vacate the Community.

## 1. Monthly Rental Fee and All Other Fees Payable by You, to the Community Owner.

The rental fee payable during the initial term of the Rental Agreement is \$ \_\_\_\_\_ per month.

## 2. Length of Lease Term

The Rental Agreement shall be for a term of one year.

## 3. The Amount of Land Which You are Renting.

The amount of land granted to you by the Rental Agreement is based upon a reasonable delineation of the lot upon which your home is situated in relation to the adjoining lots occupied by neighboring homes in the mobile home park. If not otherwise specified by us, your site extends half the distance between your home and your neighbor's home. In the event of any dispute between you and any of your neighbors pertaining to the land that you occupy, the Park Owner will determine the boundaries and delineate them on the ground.

## 4. Obligations of Community Owner.

The Community Owner must: (a) maintain the common grounds of the Community; (b) mark your area of responsibility for your lot; (c) exterminate insects, rodents, or other pets in the common areas of the Community and, in certain cases, your lot and home; (d) maintain the structural soundness of the home if the home is owned by the Community Owner; (e) maintain all utilities provided by the Community Owner; (f) provide adequate parking space; and (g) maintain the roads in the Community.

## 5. Your Responsibilities.

You must: (a) pay the rent and all legitimate charges on time; (b) keep the home, lot and any supplied facilities in a clean and sanitary condition; and (c) comply with the Rules; and Regulations of the Community

## 6. Your Rights Regarding Eviction.

You may be evicted only for one or more of the following reasons: (a) nonpayment of rent or other proper charge; (b) a substantial violation of a law concerning the safety of other residents or the physical condition of the Community; (c) a substantial violation of the Rental Agreement or Rules and Regulations of the Community; (d) failure to agree to a rent increase at the end of your lease; or (e) a change in the use of the land on which your home is located. In connection with reasons (b), (c) and (d) above, you must be given written notice of the violation and 21 days in which to correct it. You must be given 60 days written notice, called a Notice to Quit, before your Rental Agreement may be terminated, except only 30 days written notice need be given if the reason for termination is nonpayment of rent or other proper charge. If you are being evicted for nonpayment of rent or other proper charge, you may stop the eviction if you pay the arrearage within the 30-day notice period. However, you may only use this procedure once in any 12-month period.

## 7. Your Rights and Obligations if you sell your Home

You may sell your home on its present lot if: (a) your home is safe, sanitary and meets all the aesthetic standards of the Community; and (b) the purchaser meets the entry requirements of the Community. These requirements are limited by law. The Community Owner carries the burden of proving that your home is unsafe, unsanitary or

fails to meet aesthetic standards. Before you sell your home on its present lot, you must ask for the Owner's approval of your home's condition for resale. If the Community owner disapproves your home for resale, and if you disagree with this decision, you may ask the Department of Consumer Protection for a ruling on the condition of your home. If the Rental Agreement requires any conditions to be complied with by you or the Community Owner at the time you sell your home, including aesthetic standards for resale, those conditions are attached to this disclosure statement.

8. Your Rights Regarding Changes in the Community Rules.

The Community Owner may make a change to the Community rules only if the purpose of the rule is to promote the convenience, safety or welfare of the Community residents, prevent abuse of the Community Owner's property, or distribute Community services and facilities to Community residents in a fair manner. The rule must be reasonably related to its purpose, must apply to all residents in a fair manner except reasonable exemptions may be made, must clearly inform you what you must do or cannot do, and must be provided to you in writing.

If a rule change substantially modifies your Rental Agreement, this rule will not apply to you unless you consent in writing to the change or sign a new Rental Agreement which contains the rule change.

9. Property Taxes & Other Liens

There may be outstanding property taxes, liens, and/or other encumbrances on the mobile manufactured home. You are responsible to check with the town clerk, tax assessor and tax collector to determine whether any taxes are due on the home and any liens or encumbrances on the home exist.

10. Protection of your Rights.

The Rental Agreement that you sign cannot take away any of the rights or protections given to you by the mobile manufactured home laws.

11. Written Rent Agreement.

Neither you nor the Community Owner may rent a mobile manufactured home or lot until a written rental agreement has been signed by you and the Community Owner. You should not purchase a mobile manufactured home without first contacting the Community Owner.

12. Department of Consumer Protection.

The Department of Consumer Protection enforces the laws concerning mobile manufactured home parks. If you have any questions concerning these laws, write to: Department of Consumer Protection. State Office Building 165 Capital Avenue, Hartford, Connecticut 06106.

13. Termination of the Community.

The Community Owner does not plan to terminate the operation of this Community during the term of this Rental Agreement.

I/We acknowledge receipt of a copy of the above disclosure statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Community:\_\_\_\_\_

Site#:\_\_\_\_\_

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