HEARINGS, MEETINGS, LICENSES

11-16-15

A hearing will be held in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on Monday, August 24, 2015 at 7:50 PM, for the purpose of discussing an application filed by Outback Engineering, Inc. on behalf of Brian Williams for an Earth Removal Permit for property located at Pentwyn Farm, Sonia Drive, Middleborough, Assessors Map 052, Lots 2926 & 3183 and Map 53, lots 1767 & 2549. Anyone desiring to be heard on this matter should appear at the time and place designated.

Allin Frawley
Leilani Dalpe
John M. Knowlton
Diane C. Stewart
Stephen J. McKinnon
BOARD OF SELECTMEN

Publish: 8/6/15

■ **Private party responsible for payment**

☐ **Town responsible for payment**

Please provide Selectmen's office with amount due.

Advertiser #300074

Continued to 9.28.15 @ 7:30PM
Continued to 10.26.15 @ 7:30PM
Continued to 11.16.15 @ 7:30pm

ROBERT J. MATHER, ESQ.

ATTORNEY AT LAW

ONE LAKEVILLE BUSINESS PARK, SUITE 1A
LAKEVILLE, MASSACHUSETTS 02347

November 13, 2015

The Town of Middleborough
Board of Selectmen
Town Hall
Middleborough, MA 02346
Attn: Allin Frawley, Chairman

RE: Pentwyn Farm, Sonia Drive - Earth Removal Application

Dear Chairman Frawley:

I am writing in regard to the above captioned Earth Removal Application. On behalf of my client I would like to withdraw the application. My client has decided to pursue other avenues in regard to the development of this property. I would like to thank the Board for its consideration and apologize for any inconveniences that this withdrawal may cause.

If you have any questions, please feel free to contact me.

Very truly yours,

Robert J. Mather
RJM/slf

TEL: 508.946.0066
FAX: 508.946.4474
EMAIL: RJMATHER@RJMATHERLAW.COM

NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, November 16, 2015 at 8:00 PM** in the Selectmen's Meeting Room at the Middleborough Town Hall in Middleborough, MA. The hearing will be conducted pursuant to the authority under the Rent Board's "Rules and Regulations For Mobile Home Park Accommodations, Rents And Evictions" and Chapter 703 of the Acts of 1985 to consider a petition filed by Hillcrest Mobile Home Tenants Association, Inc. for a Certificate of Eviction of **Peter Sparrow** re eviction from Hillcrest Mobile Home Park (the "Park"). Hearing procedures will be governed by the Informal/Fair Hearing Rules pursuant to 801 CMR 1.02. The Park Owner and the tenant shall each have the right to participate in the hearing and have the right to be represented at the hearing by an authorized representative or attorney. They, or their representative/attorneys, shall have the right to prepare and present relevant evidence and argument at the hearing.

The issues involved in the hearing include:

- Whether the tenant has failed to pay required rent.
- Whether a Certificate of Eviction will be issued by the Rent Board.

TOWN OF MIDDLEBOROUGH RENT BOARD
Allin Frawley
Leilani Dalpe
John M. Knowlton
Diane C. Stewart
Stephen J. McKinnon

LAW OFFICE OF ADAM M. BOND

1 N. MAIN STREET
MIDDLEBOROUGH, MA 02346
(T)508-946-1165
(F)508-946-1057

September 29, 2015

Middleborough Rent Control Board
10 Nickerson Ave.
Middleborough, MA 02346

Re: Hillcrest Mobile Home Tenants' Association v. Peter Sparrow

Honorable Board:

Enclosed for your consideration regarding our request for a Certificate of Eviction concerning Peter Sparrow, are the following documents:

1. A check in the amount of $50.00 for filing this request;
2. An Application for Certificate of Eviction with attachments (2 copies);
3. A copy of the 30 day Notice to Quit with a Return of Service;
4. A breakdown of the current arrears sought, exclusive of attorney fees; and
5. A copy of the Rules and Regulations of Hillcrest Mobile Home Park.

We note that there is no signed lease between Mr. Sparrow and Hillcrest and that he is a tenant at will. We respectfully request that this matter be heard by the Board in due course, and if there are any questions which we can answer in the meantime, please feel free to contact me at the above-referenced number.

Respectfully submitted,

Adam M. Bond

Middleborough Rent Board
10 Nickerson Ave.
Middleborough, MA 02346

APPLICATION FOR CERTIFICATE OF EVICTION

Pursuant to Section 10 of the Middleborough Rent Board Regulations for Mobile Home Accommodations, Rents and Evictions:

Owner: Hillcrest Mobile Home Tenants Association, Inc.

Tenants: Peter Sparrow

Bases for eviction:

As demonstrated by the documents attached hereto, pursuant to a Member Occupancy Agreement, dated No Lease, Tenant Peter Sparrow is obligated to pay lot rent, but has failed to pay lot rent. Robert Sparrow has failed to abide by the Member Occupancy Agreement, and is currently in arrears in the amount of $$616.00, as of August 7, 2015.

On August 7, 2015, Peter Sparrow sent a 30 day Notice to Quit for non-payment by Certified Mail, Return Receipt Requested. The green card was returned as "unclaimed."

Accordingly, we respectfully request that the Rent Board issue to Owner a Certificate of Eviction for Peter Sparrow, and any and all others occupying the premises of 13 Gladys Drive, Middleborough, MA 02346.

Under the pains and penalties of perjury,

Walter A. Zeronsky Jr.
Hillcrest Mobile Home Tenants Association, Inc.
By: Walter A. Zeronsky Jr., President 9.28.2015

Attorney for Owner
Adam Bond, Esq. (BBO#652906)
11 N. Main Street
Middleborough, MA 02346
T: 508-946-1165
F: 508-946-1057

Dated: September 28, 2015

Hillcrest-MMC-LLC
c/o FIRST CHOICE PROPERTY MANAGEMENT, INC.
48 Hamlet Avenue • Woonsocket, RI 02895
Phone (401) 765-7300 • Fax (401) 762-0142

By Certified Mail Return Receipt Requested and regular mail August 7, 2015

Peter Sparrow
13 Gladys Drive
Middleboro, MA 02346

Your rent being in arrears, you are hereby notified to quit and deliver up in thirty (30) days from receipt of this notice the premises now held by you as my tenant, namely:

13 Gladys Drive
Middleboro, MA 02346

You have a right to prevent termination of your tenancy by paying or tendering to your landlord, your landlord's attorney or the person to whom you customarily pay your rent the full amount of the **rent due within fifteen (15) days after your receipt of this notice**.

In the event you pay only part of the arrears within the time prescribed you are hereby notified that acceptance of any such funds by the landlord or on the landlord's behalf shall not be received as rent, but for use and occupancy only without the landlord waiving his rights to evict you.

Amount due as of this notice: $616.00 (rent due through August 31, 2015,)

HEREOF FAIL NOT, or I shall take due course of law to eject you from the same.

By: Silvia Iannetta
First Choice Property Management

For the Board of Directors
Hillcrest MMC

Statement

Hillcrest Mobile Home Tenants Association Inc.
C/O First Choice Property Management
48 Hamlet Avenue
Woonsocket, RI 02895

Date
9/10/2015

To:
Peter Sparrow 13 Gladys Drive Middleboro, MA 02346

Amount Due	Amount Enc.
$934.00	

Date	Transaction	Amount	Balance
04/30/2015	Balance forward		0.00
05/01/2015	INV #1944. --- Lot Fee $298.00	298.00	298.00
05/14/2015	PMT #7890.	-298.00	0.00
06/01/2015	INV #2044. --- Lot Fee $298.00	298.00	298.00
06/10/2015	PMT #0926.	-298.00	0.00
07/01/2015	INV #2145. --- Lot Fee $298.00	298.00	298.00
08/01/2015	INV #2242. --- Lot Fee $298.00	298.00	596.00
08/04/2015	INV #2258. --- Late Fee $20.00	20.00	616.00
09/01/2015	INV #2339. --- Lot Fee $298.00	298.00	914.00
09/04/2015	INV #2358. --- Late Fee $20.00	20.00	934.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
20.00	318.00	298.00	298.00	0.00	$934.00

CERTIFIED MAIL

7014 1200 0001 4742 8061

UNCLAIMED

Hillcrest Mobile Home Tenants A
C/O First Choice Property Manage
48 Hamlet Avenue
Woonsocket, RI 02895

UNITED STATES POSTA
02 1P
000050631
MAILED FROM

0/10

NIXIE 015 SE 1009 0009/04/15

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 02895442348 *0922-20375-07-42

Peter Sparrow
13 Gladys Drive
Middleboro, MA 02346

267 02346 01652 02895 04423

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

P. Sparrow
13 Gladys Dr
Middleboro, MA
02346

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7014 1200 0001 4742 8061

PS Form 3811, July 2013 Domestic Return Receipt

BYLAWS of
Hillcrest Mobile Home Tenants Association, Inc

ARTICLE I

The name of this Corporation shall be Hillcrest Mobile Home Tenants Association, herein after referred to as the "Corporation," Shall have its permanent office at 20 Lisa Drive, Middleborough, the Commonwealth of Massachusetts.

ARTICLE II
Purpose

2.1 The Corporation shall be a Public Interest Not-for-Profit Corporation.

This shall be a corporation with members. No Member not in good standing (as defined in these bylaws) shall be eligible to vote upon any matter.

2.2 Purposes

The Corporation is formed and shall be operated exclusively for the following purposes:

A. To promote the mutual interests and needs of the manufactured home park residents of Hillcrest Mobile Home Park for a safe, stable, and secure environment in which to live as residents; and,

B. To acquire, own and operate Hillcrest Mobile Home Park in Middleborough, the Commonwealth of Massachusetts (the "Community") to provide decent, affordable manufactured home sites for residential use as well as to provide and maintain appropriate common services, facilities, and improvements for the benefit of its current and future resident-homeowners.

The public or quasi-public objective is to control rental costs, and preserve the affordability of the Community for low- and moderate- income individuals and families within the purposes allowed under Massachusetts General Laws Chapter 180. This will promote the social welfare and lessen the burdens of government to develop and finance low and moderate income housing.

ARTICLE III
Members

3.1 Eligibility

A "Member" is defined as an individual(s) adult, age 18 or older without regard to their race, color, religious creed, national origin, sex, sexual orientation, age, children, ancestry, marital status, veteran history, public assistance recipiency, or mental or physical handicap who:

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A. Own(s) and reside(s) in a manufactured housing unit (herein after referred to as the "Home") in the Community and any spouse entitled to a homestead interest and the other adult members of the household who has signed an Occupancy Agreement. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through his or her "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as: (1) appoint him or herself as the trustee during his or her lifetime (and or competency); (2) is revocable by him or her; and (3) designates him or herself as the beneficiary for his, her or their lifetime.

   "Ownership" of a home shall include, where appropriate, persons purchasing a home under a lease purchase or contract of sale, which is current and in good standing, are brought into good standing by agreement acceptable to the Board of Directors, where the home buyer has some established equity in the home.

   "Ownership" shall, at the formation of this Corporation, be assumed of all that appear upon the rent roll as owners, until such time as proven else wise. The Corporation's assumptions as to ownership are for its purposes only and have no legal standing.

B. Is/are in good standing with the Corporation. A "Member in good standing" is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current.

C. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the community.

3.2 Membership Rights

A. A Member will have a perpetual right to occupy a lot within the community as long as he or she continues payment of the lot rent and compliance with the other terms of the Member Occupancy agreement, the Bylaws of the Corporation and the Community Rules established by the Members, all as they may be amended from time to time. However, if a Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot.

B. Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.

3.3 Membership Obligations

A. All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Corporation, may be increased by a majority vote of the Corporation Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a sixty (60) day written notice to all Members and non-Members.

B. A Member will participate cooperatively in the operation of the Corporation.

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3.4 Enrollment of Members

A. Owners of homes seeking to reside in a Home and lease a lot in the Community must become Members of the Corporation. Owners seeking Membership shall:

1. Apply for Membership on a form prescribed by the Membership Committee;

2. Be approved for Membership by a majority vote of the Board of Directors;

3. Pay in full the Membership fee;

4. Execute an Occupancy Agreement;

5. Have an intent to occupy a Home in the Community; and

6. Commit to the purposes and policies of the Corporation including the Community Rules and these Bylaws.

B. Owners of homes in place at the time the corporation purchases the community have the right to become members without Board approval as per (2) above; but, must fulfill all other membership enrollment conditions (1), (3), (4), (5), (6) above.

C. Buyers of homes may be approved for membership conditional upon purchase and occupancy of the home.

D. A person is considered a buyer or owner if he or she seeks to or does own or co-own a Home directly or through his/her/their "living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a Home to his or her "living" or "Grantor" trust, the trust will not be considered a new owner or buyer under this paragraph. Members transferring their Membership into a permissible "living" or "grantor" trust must furnish the Corporation with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

3.5 Membership Fee

A. The Membership Fee shall be One hundred dollars ($100).

B. Membership Fees accumulate no interest.

C. A Certificate of Membership shall be issued to any Member, or to trustee of any Member's "living" or "Grantor" trust, who has fully paid their Membership Fee. This certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of a lot in accordance with the Member Occupancy

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Agreement, provided that the holder also abides by the Community Rules of the Corporation and does not interfere with the effective operation of the Corporation. The certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a "living" or "Grantor" trust continue to hold a Membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.

D. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Corporation, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Corporation; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in "good standing."

3.6 Termination and Expulsion

A. Any Member whose activity in the Corporation is contrary to basic cooperation principles (see copy of International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation may be expelled from Membership in the Corporation by the Board of Directors. Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any Member incentives. Written notice of the charges against each Member, and a hearing before the Membership, as outlined in section 3.6(B), shall be provided before any such expulsion. A reasonable opportunity is defined as fifteen (15) day notice. The Member's certificate shall be repurchased for the amount of the Membership Fee paid, less any debts owed and expenses due and owing the Corporation on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. A member who has been expelled from Membership but who has not been evicted is required to sign a new Occupancy Agreement designated for Non-Members. An eviction of the Member shall automatically terminate his or her Membership.

The Board of Directors will hold a hearing to determine if there is reason to call a Special Meeting of the Membership to vote on expulsion of the Member. If the Board determines that a vote on expulsion of the Member should occur, the Board will call a special meeting for the purpose of determining whether this Member should be expelled.

In order to expel a Member, three-quarters of the Members present at the Special Meeting must vote for expulsion. The number of Members voting for expulsion must also be at least a majority of the Members in the community.

B. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member. A failure to terminate Membership shall NOT deny the Board's right to bring about eviction in a competent court of law

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and the denial of a Membership termination shall have no presumptive impact on grounds for eviction.

C. If the Member chooses to be represented by an attorney, the Member shall solely be responsible for the cost of his or her attorney. In no case should the Corporation be responsible for the legal fees of the Member.

3.7 Member Refunds

Members shall have a right to determine whether excess fees collected in any given fiscal year shall be returned to Members as a refund of overpayment, or retained as additional funding for reserves or for the needs of the following year operations. The decision may be made at the time that they approve the budget for the coming fiscal year. The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year; but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan terms, as applicable from time to time. Such refunds are limited to a pro rata return of fees paid by Members in excess of the corporations needs and are not from earned income from other sources.

ARTICLE IV
Sale and Rental of Homes

4.1 Use of Homes

A. In order to unify the Members and make the Corporation stronger, all homes within the Community must be owner-occupied, unless an exemption is granted by the Board of Directors according to the procedures outlined in 4.1 B. Failure to comply with this article, shall result in an eviction from the Community.

B. Excepting those homes rented at the time of community purchase, Rental 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. No rental contract exceeding one year may be approved, and each modification or renewal of a rental contract shall need Board approval. The vote of the Board of Directors shall be maintained in the official records of the Corporation.

4.2 All Home Sales

A. Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in 30 days additional lot rent.

B. Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with

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information regarding the requirement that all buyers become Members of the Corporation. The seller shall supply the Corporation with the names and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.3, which applies here as well.

C. If the Corporation is owed money by the resident or the resident is in breach of any other obligation to the Corporation, the Board of Directors will not consent to the transfer nor will a new lease be granted until all obligations to the Corporation have been satisfied in full or suitable arrangements for payment have been made as determined by the Corporation.

4.3 Sale of Member Homes

A. For a period of thirty (30) days following the delivery of the notice to the Board, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the Member shall accept the offer from the lower-income family or individual. Provided, that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.

B. A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

C. The Board of Directors shall purchase the Membership interest from said Member household by paying them the an amount equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Corporation, within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Corporation.

4.4 Vacant Lots

Any lot in the Community that becomes vacant (other than a temporary vacancy when a Member of the Corporation replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a lower-income household approved for Corporation Membership; provided, however, that if after advertising the lot for thirty (30) days, the Board does not receive an offer to lease from a lower-income household reasonably capable of affording the Home and living in the Community, the Board of Directors may lease the lot to any suitable household. The Board will keep a waiting list for these purposes.

4.5 Owned Housing Units

Housing units that become the property of the Hillcrest Mobile Home Tenants Association may be sold by the Board of Directors to non-occupant owners who wish to rehabilitate or replace the home, and resell it to a resident occupant, under the following rules:

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A. The purchaser is purchasing the home in order to rehabilitate it or replace it, and expects to have the unit completed and habitable, or completely replaced within 90 days.

B. The purchaser proves, to the satisfaction of the board, his or her ability to successfully rehabilitate the home themselves or through other licensed professionals.

C. The purchaser must purchase the unit from the Corporation in advance of rehabilitation or replacement.

D. The purchaser must pay rent and any other common costs and assessments, at a minimum of member rate, for the period that they own the unit. The Board of Directors may require prepayment of rent, deposits or other surety to ensure compliance by the purchaser, at their own discretion.

E. The purchaser shows proof of insurance for themselves and all contractors and acquires or carries all permits and licenses necessary per local code.

F. The purchaser must enter into a written agreement with the Corporation, including a time plan for construction, utilities hook-up, storage and disposal of waste, all of which is at their own expense.

G. The unit cannot be occupied until sold to an owner-occupant who is approved to join the Corporation.

H. The Board of Directors may set up fines for non-compliance with rules or other restrictions in accordance with schedules as determined by the Board from time to time. The Board of Directors may enforce this by taking a lien on the unit or any other contractual or legal action they deem necessary.

I. Owners of units in rehabilitation under this clause are not Members of the Corporation, as herein defined.

ARTICLE V
Membership Meetings

5.1 How the Membership Can Legally Act

A. The Membership may act only at a properly called meeting of the Membership where a quorum is present. One third of the current Membership shall constitute a quorum at a Membership meeting.

B. There shall be no voting by proxy (except as noted in section 8.7), nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned.

C. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a *majority* vote of Members present except for motions affecting the Bylaws and Community Rules.

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D. The Bylaws of the Corporation and the Community Rules shall be adopted or repealed by at least a majority vote of the total Membership of the corporation.

E. The Bylaws and the Community Rules may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.

F. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Corporation's Membership meeting minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted or otherwise published to the members within 3 days.

5.2 Annual Meeting

A. The Annual Meeting of the Members shall be held in the month of August each year in Middleborough, MA, or a place designated by the Board of Directors within five miles of the Community. An Annual Meeting of Members is to be held at least once a year.

B. The Board shall give written notice of the Annual Membership Meeting not less than 10 calendar days nor more than 60 calendar days before the date that such a meeting is to be held. Such written notice shall be given in writing to each Member at his/her address, and posted and maintained at a common area, and shall state the place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.

C. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Corporation shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.

D. The budget shall show all income and expenses, the amounts budgeted by accounts and expenses classification, including, but not limited to, reserve accounts for capital expenditures, mortgage payment and interest, deferred maintenance and repair, taxes, rubbish removal, snow plowing, insurance costs, fees payable to the Internal Revenue Service, Middleborough and/or the Commonwealth of Massachusetts and include proposed future rents.

The budget adopted by the Board of Directors shall be presented to the Membership for ratification at the Annual Meeting for a vote of the Membership. At said Annual Meeting the Membership may, by majority vote, revise the budget.

If Membership, after meeting held or ballot conducted for said purposes, shall fail to approve a budget that meets all contractual obligations, the Board of Directors may approve such a budget without further vote of the members.

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5.3 Special Meetings of the Membership

A. Special meetings of the Membership may be called by (i) the President on his or her own initiative; (ii) the Board of Directors on its own initiative; or (iii) by the Secretary of the Corporation upon petition of at least one tenth (1/10) of the Members which would constitute a quorum of a meeting of Members. Such Member petition may be delivered to the Secretary (or in the event the Secretary is unable or unwilling to call such a meeting, then by any other officer upon receipt of such petition which officer shall call a special meeting). The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after it initiates such meeting or within 30 days of receipt of such demand, as the case may be.

B. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date. Business at a Special Meeting of the Membership is limited to the Scope of the Notice Provided. Absentee Ballots, witnessed by a director, are allowed as provided under 6.3 (D) only if a specific question is being asked of members at a special meeting, and if it is included in the Scope of Notice.

ARTICLE VI
Board of Directors

6.1 Number and Term of Directors

A. The Board of Directors shall consist of a 9 (nine) Members who are in good standing with the Corporation.

B. Directorships will not be denied to any person on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, children, ancestry, marital status, veteran history, public assistance recipiency, or mental or physical handicap. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Corporation.

C. All Directors shall serve for a term of two years, except that at the first election, the President and Vice President (but not the President and Treasurer in same year] will be elected for one-year terms, or until their successors are duly chosen. No Director may serve for more than three consecutive two-year terms.

D. No more than one individual from each Member household may serve on the Board of Directors at any given time.

6.2 Election of Directors

A. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Corporation, or at a special meeting held in place thereof. All newly

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elected Directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first.

B. Members shall elect Directors to each officer position as well as those Directors serving at large.

C. A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the Director and Officer position to be filled and those nominees known in advance of the meeting. It shall also clearly state that other nominees may come from the floor. Ballots must be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting.

D. The Board of Directors may allow for an absentee ballot for the following reasons: vacation, hospitalization, shift work, travel, or infirmity. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.

6.3 Powers

A. The Board of Directors shall be responsible for the day-to-day management and control of the Corporation operations.

B. No Director may act on behalf of the corporation unless duly authorized by the Board of Directors.

C. Any matters outside of the ordinary course of business or that involve the sale or encumbrance of assets shall require Member approval.

D. The Board of Directors may from time to time set up committees and/or ad-hoc groups to work on specific responsibilities, with the committee Members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board. Further explanation of these committees may be found in the policies of the Board of Directors.

6.4 Resignation

Any Director may resign at any time by delivering written notice to the Secretary or President of the Board of Directors. Such resignation will take effect upon the letter of receipt or the time specified in the notice.

6.5 Removal

A. Any Director whose actions are determined to negatively affect the operation of the Corporation may be removed by a majority vote of the Members present at any regularly scheduled or special meeting of the Membership where a quorum is present, provided that a 10- day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after:

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1. If initiated by the Board of Directors: a majority vote of the Board of Directors, or

2. If initiated by a Membership Petition: after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership.

B. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.

C. The notice shall state the date, time and place of the meeting where said vote will be taken.

D. If the members' petition for removal of a Director does not state that the vote to remove is requested for the next Regularly Scheduled Meeting, or if the Board of Director lacks time to give the required Notice to the Director to be removed before the next Regular meeting, then the Board of Directors shall take said Petition for Removal to also be a request for a Special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding Special Meetings, and shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such Petition. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date.

6.6 Vacancies

Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular or special meeting of the Board of Directors. The Director so appointed shall fulfill the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 6.1 of these Bylaws.

6.7 Compensation

Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses paid while conducting legitimate Corporation business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may receive compensation for their freely-executed contracts approved by the Board or Membership as the case may require, so long as the contract does not create a conflict of interest.

ARTICLE VII
Officers

7.1 Roster of Officers

The Officers of the Corporation shall consist of a President, Vice President, Secretary, Treasurer, and any other designated position as decided by the Membership. All Officers are Directors of the Corporation and must meet the requirements for being a Director set forth in Article 6.1.

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7.2 Election and Removal of Officers

See process for Election and Removal of Directors in Article 6.

7.3 President

The President shall serve as chair and preside at all meetings of the Directors and Membership. He or she shall be responsible for general day-to-day administration according to the authority granted by the Board and the Membership. The President shall perform such duties prescribed by the Board or as necessary to accomplish the directives of the Board of Directors.

7.4 Vice President

The Vice President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him/her by either the Board or the President. He/she shall report on the activities of the President to the Board in the absence of the President.

7.5 Secretary

The Secretary shall keep the records of the Corporation and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Directors and Members. If the Secretary is absent from any such meetings, the chair may request that some person act as a recording secretary to take the minutes. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating Membership and resident lists. The signature of the Secretary, or acting secretary, on minutes and actions of the Board shall serve as evidence of their authenticity.

7.6 Treasurer

The Treasurer shall have charge of all the funds of the Corporation and shall be responsible for all disbursements and collections. The Treasurer shall be responsible for maintaining all financial records of the Corporation including previous fiscal years; financial reports, bank statements and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Corporation accounts shall bear the signature of at least two of these three Officers: President, Treasurer, or Secretary. As a standard fiscal control, a Member of the Corporation other than the Treasurer shall reconcile the Corporation accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.

7.7 Maintenance Committee Chair

The Maintenance Committee Chair sits on the Maintenance Committee and is responsible for the effective upkeep of grounds and systems; developing services, standards, emergency and general repair procedures; maintaining a list of qualified trades people; obtaining bids, maximizing volunteer contributions, submitting a capital improvements plan and annual projected maintenance budgets. Eliminated Sentence Here.

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7.8 Powers

All Officers of the Corporation shall, subject to these Bylaws and to any vote of the Directors, have such powers and duties as the Directors shall from time to time designate, in addition to the specific powers and duties set forth above.

ARTICLE VIII
Board Meetings

8.1 Regular Meetings

Regular meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Community no less than 5 days before the meeting. The Board shall have the sole discretion to establish the agenda for all regular meetings.

8.2 Special Meetings

Special meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, hour, and agenda of any special meeting shall be posted in a common area and communicated personally to each Board Member not less than three days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

8.3 Open Meetings

Regular and Special Meetings of the Board of Directors shall be open to the Membership except when the Board moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality, or to receive or discuss advice from legal counsel. A decision may not be made in Executive Session, where minutes are not kept. Decisions must be made in the form of a motion at a public meeting.

8.4 Notice

Written notice stating the place, day, hour and agenda of all Board meetings, regular and special, should be posted in a common area no less than 5 days before any meeting.

8.5 Quorum

At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass a motion, once a quorum has been established. A Director may attend by telephone and such Director is included in a quorum count.

8.6 Action without a Meeting

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A. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.

B. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted within 5 days.

8.7 Proxy Voting Prohibited

Proxy voting is prohibited.

ARTICLE IX
Indemnification and Bond

9.1 Indemnification

A. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Corporation.

B. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Corporation, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Corporation, indemnity for his or her reasonable expenses, including attorneys fees incurred in the defense of the proceeding, may be assessed against the Corporation, its receiver, or its trustee, by the court in the same or a separate proceeding if (1) the person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court; and (2) the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorneys fees incurred and other expenses as the court finds to be reasonable.

C. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director, Officer, or employee of the Corporation, in any proceedings other than an action by the Corporation, indemnity for his or her reasonable expenses including attorney fees incurred in the defense of the proceeding may be paid by the Corporation if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed, to the best interest of the Corporation; any such indemnity shall be made as authorized by majority vote of the Membership.

9.2 Bond

Each Officer, Director, employee, and agent handling funds or securities amounting to $1,000 or more in any one year shall be covered by adequate bond in accordance with state law.

ARTICLE X
Operations

10.1 Signing of Documents

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Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation will be signed and executed by the President and one other Director. The Board will authorize by written resolution all final documents to be so executed. No more than one individual from each Member household may have signing authority.

10.2 Disbursement of Funds

A. All checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two of these three officers: President, Treasurer, Secretary. No more than one individual from each Member household may have signing authority.

B. Any decisions that may commit expenditures of two thousand dollars ($2,000), or more of Corporation resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual or special meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed three thousand dollars ($3,000) per Fiscal year require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

10.3 Ethics, Procurement and Conflict Of Interest

The Corporation shall adopt, and all Director-Officers shall abide by, a Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy.

10.4 Records

The records of the Corporation shall be kept by the Directors then in office and transferred to newly elected Directors upon changeover.

10.5 Inspection of Books and Records

A. Records of the Corporation shall be open to the inspection of any Member at a reasonable time and place within 72 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.

B. The Treasurer will make the Annual Financial Statements available to the Board within three months after the end of the fiscal year.

10.6 Fiscal Year

The fiscal year of the Corporation shall be the twelve (12) month period ending the last day of September of each year. The Corporation shall cause its books to be examined within a reasonable time after the end of each fiscal year in accordance with the audit/review requirements of state law.

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10.7 Sale, lease, or exchange of corporate property and assets; grant of security interest; public charities under 180:8A

A. A vote of two-thirds of members entitled to vote thereon at a meeting duly called for the purpose, with notice given as provided in section six B, shall be REQUIRED for the sale, lease, exchange or other disposition of all or substantially all of its property and assets, No such vote shall be required if such transaction does not involve or will not result in a material change in the nature of the activities conducted by the Corporation.

B. As a corporation constituting a non-profit organization, the Board shall give a written notice to the attorney general not less than thirty (30) days before making any sale, lease, exchange, or other disposition of all or substantially all of its property and assets if that sale, lease, exchange or other disposition involves or will result in a material change in the nature of the activities conducted by the Corporation, except that no such notice shall be required if a written waiver of such notice is executed by the attorney general before or after such sale, lease, exchange or other disposition. A certificate signed by an officer of the Corporation which states that notice was not required, that notice was given, or that notice was waived by the attorney general, with respect to any sale, lease, exchange or other disposition of property by the Corporation shall be conclusive in favor of any purchaser, lessee, transferee or other person relying thereon for purposes of determining compliance with the provisions of this subsection.

10.8 Dissolution

A petition for dissolution in accordance with Massachusetts General Laws (Chapter 180 section 11A) shall constitute the sole method for the voluntary dissolution of a non-profit corporation and shall be authorized by vote of a 2/3rds majority of the corporation's members entitled to vote thereon.

If the corporation has no remaining assets, the petition for dissolution shall be submitted to the division of public charities of the office of the attorney general. If the corporation has remaining assets, the petition for its dissolution shall be filed in the supreme judicial court setting forth in substance the grounds for the application for dissolution and requesting the court to authorize the following dissolution of the Corporation, all the remaining assets, after payment of the Corporation's debts and expenses, shall be distributed in the following manner:

A. The face value, or the amount equal to the Membership Fee paid minus any outstanding obligation to the corporation, whichever is lower, shall be returned to the Members.

B. Any surplus remaining after the distributions in paragraph I shall be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code of 1984, as amended, or to another organization to be used in such manner as will best accomplish the general purposes for which this Corporation was formed.

ARTICLE XI
Rules of Procedure

In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Community Corporations" as published by the Management Guide © 2003, 2007 ROC USA, LLC or the foundation document, The

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Standard Code of Parliamentary Procedure, Fourth Edition, by Alice Sturgis, 2001, or Robert's Rules of Order, Newly Revised) shall prevail.

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of Hillcrest Mobile Home Tenants Association) at its meeting held on Apr 24 13 (DATE)

Name: [illegible]

(Signature) Secretary of the Corporation

International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

2nd Principle: Democratic Member Control

Cooperatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their cooperative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence

Cooperatives are autonomous, self-help organizations controlled by their members. If they enter to agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their cooperative autonomy.

5th Principle: Education, Training and Information

Cooperatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their cooperatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of cooperation.

6th Principle: Cooperation among Cooperatives

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Cooperatives serve their members most effectively and strengthen the cooperative movement by working together through local, national, regional and international structures.

7th Principle: Concern for Community
Cooperatives work for the sustainable development of their communities through policies approved by their members.

These principles can be found on the International Cooperative Alliance website at http://ica.coop/en/what-co-op/co-operative-identity-values-principles .

RULES OF
HILLCREST
Manufactured Home Community

These rules govern the homeowners/residents' occupancy and use of the home site and common areas in the community. They are intended to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of both residents and the community owner/operator; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner. **These rules will become effective January 5, 2006.**

1. Community Manager's Name, Address and Phone Number: Emergency Phone Number:

Community Owner(s)' Name(s), Address and Phone Number:

MORGAN MHP MASS LLC
6390 PLASTER MILL ROAD
PO BOX 780
VICTOR, NY 14564
Phone: 866-376-4432

Community Manager's Name, Address and Phone Number:

BETTY ANN WADSWORTH
11 GLADYS DRIVE
MIDDLEBORO, MA 02346
508-947-1571

Emergency Phone Number: **508-947-1571**

These rules use the term "owner/operator" to refer to either the owner(s), the operator(s), and/or the manager of the community.

1. Retirement Community

OCCUPANCY AT HILLCREST MHC IS SUBJECT TO AGE RESTRICTIONS AS DESIGNATED BY THE LOCAL BY-LAWS, CODES AND ORDINANCES OF THE TOWN OF MIDDLEBOROUGH.

2. Application for Tenancy

Any person intending to establish tenancy in this community (the "applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable

evidence of financial ability to pay the rent and other charges associated with the tenancy in question. The owner/operator shall have ten calendar days to consider each 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.

3. Registration

Upon approval of the application for tenancy in the community, all residents in the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remain less than ninety days in any calendar year.

4. Residents' Rights and Responsibilities under the Law

a. All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including without limitation any existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.

b. These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law," along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed term(s) of occupancy, including the option of a lease for a term of five years; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known defects; and (f) a description of all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection a copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), either at the manager's office or in the area where the Community Rules are posted.

c. Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

5. Rent

a. The due date for payment of rent is on the 1st day of the month, and if not received by the fifth day following, will be recorded as received after the due date.

b. **A 5% late fee will be charged for any rents 30 days overdue. A $30.00 fee will be charged for any checks returned for insufficient funds.**

c. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

d. **In any legal action brought by the community owner/operator, the tenant shall be responsible for the attorney fees of the community owner/operator, if and only if, the community owner/operator is successful in the legal action. If the tenant is successful in defending themselves in the legal action brought by the community owner/operator, the community owner/operator shall reimburse the tenant their legal fees associated with defending the tenant in the legal action brought by the community owner/operator.**

6. The Home Site

A rented site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; two personal motor vehicles; and ancillary structures or areas, such as patio areas, decks, porches, sheds, carports, or garages. **Swimming pools, (excluding wading and kiddie pools which must be drained nightly), broken swing sets, basketball hoops within five feet of the Community roadways, and trampolines are prohibited, as they do not conform to the exterior aesthetic standards of the majority of the homes in the community.**

7. Occupancy

In every home, there shall be no more than two occupants per bedroom, unless a higher or lower number is permissible according to the standards of the United States Department of Housing and Urban Development ("HUD") or other applicable local, state, or federal law.

8. Common Areas

The common areas of the community include the roadways and every area in the community except the homes sites and those areas restricted from residents' use, as disclosed in the Written Disclosures.

9. Utilities

a. ***Owner/Operator's responsibility:*** The owner/operator shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home, in accordance with applicable laws;

b. ***Tenants' Responsibility:*** Tenants are responsible for paying for the maintenance and repair of utilities from the point of connection to the manufactured home to the inside of the home.

c. ***Cable TV and Telephone Service:*** Each homeowner shall pay for all cable TV, telephone, and internet service actually provided to the manufactured home.

d. ***Metered Utilities:*** Each homeowner is required to pay for his or her own use **of utilities such as:** gas, oil, electricity, **etc.,** as long as (1) there is individual metering by a utility or utilities, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.

e. ***Changes in Gas and Electrical Service:*** Any homeowner wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the owner/operator that he or she has obtained proper permits and complied with all applicable electrical or other safety codes.

f. ***Tampering With Utilities:*** Tampering with meter boxes and utility services is not permitted.

g. ***Disposal of Wastes:*** The community's utilities and septic systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains — such as toilets, showers, bathtubs, and sinks — which serve the home, clubhouse, or other common area in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law. **Any homeowner, resident, or their guest violating this rule shall be subject to the fees disclosed in the Written Disclosures.**

10. Satellite Dishes

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the owner/operator, which approval shall not be unreasonably withheld or delayed. **All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager.** All satellite dishes, regardless of size, shall be installed with respect for the safety and view of neighbors.

11. Maintenance of Community Roadways, and Other Common Areas

The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the owner/operator shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish.

12. Snow Removal

The community owner is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas. Residents are responsible for clearing snow and removing ice, where necessary, on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in community roadways.

13. Water Use

a. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping, and **water shall not be left running to protect against freezing.**

b. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be applied in a reasonable and non-discriminatory manner.

c. Watering of lawns is permitted by means of hand-held watering devices in accordance with schedules that reflect local ordinances and water bans and is changeable form time to time. Such schedules shall be posted in common areas.

14. Garbage and Rubbish Collection and Disposal

a. The owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. **Residents' are responsible for placing their garbage AT THE CURB FOR PICK UP on the scheduled pick up date. Such schedule shall be posted in common areas.**

b. All residents shall store garbage and trash inside the home or shed until the day(s) designated for trash removal, and shall pack such garbage and trash in bags or containers that are leak-proof and securely fastened.

c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters.

d. If the municipality or trash Collection Company imposes recycling rules, the owner/operator may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.

e. Yard waste and dead brush may be disposed of only in areas designated by the community owner/operator.

f. Residents may not dump trash on common areas.

15. Aesthetic Standards for Exterior of the Home and Site

a. ***Maintenance of Structures:*** All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, fences, and/or other outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, **excessive fading over ten percent of the entire surface of the home,** or flaking paint **or stain; free of mold and mildew;** free of broken windows, where applicable; and in compliance with all applicable governmental requirements. **Sheds in need of painting shall be painted to match the color and trim of the home.**

b. ***Maintenance of Site:*** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. **Lawns shall be kept mowed at a height not to exceed five inches. Shrubs shall be trimmed to prevent them from appearing overgrown. Weeds shall not be allowed to exceed five inches in height.**

c. ***Repairs to the Home or Site by Community Owner/Operator:*** If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that: specific work is required to bring the home or site into compliance with such rule, and the owner/operator will perform the work at the resident's expense if the resident does not do the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within ten days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 4.

d. ***Structural Modifications to Home or Site:*** With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design and siting, of the majority of homes in the community. For purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself or patio areas, or the erection or alteration of any additions, decks, porches, skirtings, awnings, sheds, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. **All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager.** For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

e. ***Exterior Aesthetic Standards for Community:*** A list of exterior aesthetic standards for our community includes: **All homes must be skirted, hitches must be covered or removed, and lawn ornamentation shall conform to the majority of the lawn ornamentation within the community. Clear plastic must be used for temporary winter enclosures.**

16. Interior Appearance and Improvements

Tenants shall be responsible for the interiors' compliance with applicable governmental health, safety, and other regulations, and shall only be subject to enforcement by the appropriate governmental authorities.

17. Landscaping

a. ***Landscaping by Owner/Operator:*** With regard to landscaping — such as plants, trees, or shrubs — that the owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the owner/operator shall be trimmed without the permission of the owner/operator. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

b. ***Landscaping by Residents:*** Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 18 below) and obtaining owner/operator's prior written approval, which shall not be unreasonably withheld or delayed. **All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager.** This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

18. Digging

Before a resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with state "Dig-Safe" law. **The current number for Dig-Safe is 1-888-344-7233 but is subject to change.** The owner/operator must be given notice of the appropriate Dig-Safe clearance numbers and clearance dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

19. Goods and Services

The resident may hire any vendor, supplier, or contractor of his or her choice to provide goods and services for the home and home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods or services may pose risks to the health, safety, welfare or property of other residents, the owner/operator, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the owner/operator.

20. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or the owner-operator, other commercial vendors are prohibited from soliciting and peddling within the community.

21. Storage

Residents shall not use patios, decks, porches, or lawn areas for long-term storage of items such as bottles, paint cans, trunks, boxes, snow blowers, lawn mowers or other equipment, furniture, bicycles, lawn and garden tools, gas bottles, wood, metal, and other materials. Such items must be stored inside or under the home, or in a shed or garage (if any). The resident may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are not in use, provided that they are placed on a deck, patio, or porch, and do not interfere with lawn maintenance.

22. Fire Safety

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks — such as fireplaces, wood stoves, and other equipment involving open fires — they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.

23. Owner/Operator's Right of Entry

The owner/operator may enter onto a tenant's site in case of emergency that threatens the safety or property of the tenant or others. The owner/operator may also enter the site either to inspect the pad, utility connections, and the general condition of the site, or to show the site to individuals interested in renting the site or purchasing the home; however, in such cases, the owner/operator must provide reasonable advance notice **(at least seventy-two hours)** before entering onto the site. The owner/operator will not enter a manufactured home unless the tenant has provided prior consent in writing on a separate

document addressing only the issue of consent. **The community owner/operator shall not conduct more than two comprehensive, non-emergency site inspections annually.**

24. Residents' Conduct

a. ***Compliance with Applicable Laws and Community Rules:*** All residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. Residents shall make sure that their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.

b. ***Privacy, Use and Quiet Enjoyment:*** Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or home sites at any time.

c. ***Noise and Disturbances:*** Residents shall not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 7:00 A.M., or during the time period specified in any applicable local by-law or ordinance.

d. ***Interference with TV and Radio Reception:*** The community does not permit any short wave or CB equipment or similar device that interferes with other residents' privacy or their ability to receive television, radio, or other transmissions.

e. ***Use of Firearms and Fireworks:*** Discharging of firearms, paint guns, or air guns are prohibited within the community area. The use of fireworks in the community is prohibited.

25. Non-Residential Activities

Non-residential activities are permissible in the home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule. Yard sales are permitted. Residents must request the owner/operator's approval to hold yard sales; and such permission shall not be unreasonably withheld or delayed.

26. Pets

All pets must be properly licensed and immunized, if so required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. **(A pet registration form is available from your Community manager.)** All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their

guests. **Pets shall not be allowed outside the home unless they are on a leash or similar restraint. Pets shall not be left outside of the home unattended for more than two hours.** The pet owner is responsible for cleaning up after his pet. If the pet owner violates this rule, the owner/operator may take whatever steps are permitted by law to have the pet removed from the community. **The Center for Disease Control (CDC) publishes the list of dogs involved in the most dog bite fatalities, resulting in death to humans. The following dogs are on that list: Pit Bulls, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chows, Great Danes, St. Bernards and Akitas. For the health, safety, and welfare of our residents, these dogs must be carefully and strictly controlled and monitored at all times.**

27. Vehicles and Parking

a. ***Two Personal Motor Vehicles Per Site:*** Residents may park up to two personal motor vehicles at their site. A personal motor vehicle, **as defined in 940 CMR 10.01 shall mean any automobile, van, truck, motorcycle, or motor bicycle as defined under M.G.L. c. 90, Section 1, that is for personal use by a resident, whether or not it is also used to conduct a trade or business, except for vehicles with two or more axles with a gross weight exceeding 8,600 pounds.**

b. ***Guest Parking:*** In addition to parking in designated parking spaces on the home site, guests may park their vehicles **IN THE GUEST PARKING AREAS**, as long as they do not interfere with the safe passage of emergency vehicles and other residents' rights to use and quiet enjoyment of their homes and home sites.

c. ***Unregistered Vehicles:*** No permanently unregistered vehicles that are unsightly, in obvious disrepair, or in violation of local ordinances shall be permitted in the community. **Residents must request the owner/operator's written approval before storing a vehicle that is unregistered and/or uninspected. Such permission shall not be unreasonably withheld or delayed. All requests for written approval must be made in triplicate on Variance forms available from your Community Manager. Rule Variances are for a period of one year, and must be annually renewed and are non-transferable.**

d. ***Other Vehicle:*** Boats, trailers, motor homes, recreational vehicles, **as well as** commercial vehicles over 8,600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes. **Residents must request the owner/operator's written approval before keeping any of these "other vehicles" in the community if a storage area is not provided. All requests for written approval must be made in triplicate on Variance forms available from your Community Manager. Rule Variances are for a period of one year, and must be annually renewed and are non-transferable. Such approval shall not be unreasonably withheld or delayed.**

e. ***Violations and Towing:*** Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle. **For the purposes of this rule, reasonable notice means a minimum of thirty days unless for emergency situations and snow removal.**

28. Use of Community Roadways

a. ***Speed Limit:*** All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 15 miles per hour.

b. ***Interference With Residents' Right to Use and Quiet Enjoyment:*** Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver or in a manner that interferes with other residents' quiet enjoyment of their homes.

c. ***Prohibited Motorized Vehicles:*** **Any vehicle not licensed, insured, registered, and "street legal" is prohibited from operating in the community or on community roadways. Vehicles caught operating in violation of this rule shall be removed after seventy-two hours notice as permitted by law.**

29. Repair of Vehicles

a. ***Major Repairs:*** Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community if such work may involve a risk of leakage of petroleum products. Residents are permitted to do minor repairs of their vehicles within the community as long as there is not such risk of a petroleum product leak.

b. ***Oil or Gas Leaks:*** Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the owner/operator may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the driveway may be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

30. Clubhouse and Recreational Facilities [where applicable]

COMMUNITY CENTER

a. ***Health and Safety Regulations:*** Anyone using the clubhouse, pool, recreational facilities, or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such clubhouse, pool, recreational facility, or other common area. **Where applicable, all rules for the use of the clubhouse and pool shall be conspicuously posted AT THE COMMUNITY BULLETIN BOARD.**

b. ***Resident Meetings:*** Residents may hold meetings at the clubhouse or other common area facility at no charge, subject to the availability of the facility.

31. Subleasing of Sites and Renting of Homes

All proposed subtenants must submit applications for residency, described in Rule 2 above. All proposed subtenants will be approved as long as they provide the owner/operator with reasonable evidence that they have the financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement in Rule 3. Even after the owner/operator approves a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.

32. Sale, Lease, or Transfer of Manufactured Home Sale

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 owner/operator at least thirty (30) days before the intended sale, lease, or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by rule 2 above. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized. The owner/operator has ten calendar days to consider applications, which are deemed to be approved if, after ten calendar days, the owner/operator has not rejected the application and given the reasons for that rejection, in compliance with Rule 2 above.

33. Broker for Sales of Homes

Homeowners who sell their homes may sell their homes directly, or use any broker of their choosing. In addition, homeowners may, if they wish, contract to have the community owner/operator act as their broker. Under those circumstances, homeowners should enter into and sign a separate written agreement naming the owner/operator as their broker and charging a broker's fee of no more than 10% of the sale price of the home.

34. For Sale Signs

Homeowners may place signs in their homes or on their sites that advertise their home as "for sale" or "for lease." Homeowners using outdoor signs must comply with Rule 18 on digging. In addition, the signs used must be of a type available commercially, and consistent with Rule 15 on aesthetic standards for the exterior of the home and site.

35. Liens

For any overdue rent or other permissible tax, fee, or other properly disclosed charge; a community owner/operator may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The owner may enforce such a lien by bringing a civil action under General Law's chapter 255, section 25A to have the property sold to satisfy the debt.

36. Replacement of Manufactured Home

If a tenant intends to replace his home with one of like dimensions, he or she shall obtain the approval of the owner/operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements.

37. Approval of Owner/Operator and Enforcement of Community Rules

In any matter that requires the approval of the owner/operator, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the owner/operator, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The owner/operator shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement. In addition, such approval shall not be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than ten days, unless another time period is provided in an enforceable rule or applicable law.

38. Complaints

All complaints should be addressed to the community manager. **All complaints received by the community managers are reviewed by the regional manager, and the owners agents. It is a violation of M.G.L c. 140, Section 32N for any action to be taken against any resident or group of residents for reporting violations or suspected violations of any applicable codes. All complaints shall be in writing on the complaint forms available from the Community manager** and signed; however, if you have an emergency, you can contact the owner/operator at the number provided in Rule 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

39. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. At least 75 days before the effective date of any new rules or changes to existing rules, the owner/operator will both conspicuously post **AT THE COMMUNITY BULLETIN BOARD**, and provide the tenant's association with a copy of all the Community Rules and any changes to the Community Rules. The owner/operator will attach to these copies of the rules or changes to the rules the attached notice entitled "Important Notice Regarding Community Rules." All rules and any change to the rules will be submitted for approval to the Attorney General's Office and Department of Housing and Community Development, at least 60 days before their effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date.

40. 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.

Appendix D: M.G.L. c. 140, § 32P

CHAPTER 140: SECTION 32P TERMS AND CONDITIONS OF OCCUPANCY; DISCLOSURE IN WRITING; REQUIRED NOTICE

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner that will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

Appendix D: M.G.L. c. 140, § 32P

CHAPTER 140: SECTION 32P TERMS AND CONDITIONS OF OCCUPANCY; DISCLOSURE IN WRITING; REQUIRED NOTICE;

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as **HILLCREST** and located at , **MIDDLEBORO, MA 02346** desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on

_____(date)

_____

(Tenant - Name)

_____

Address

Tenant Complaint Form

(To Be Completed By Tenant Making Complaint)

Community: _____ Date of Complaint: _____

Complaint Made by: _____ Lot No: _____

Complaint Against: _____ Lot No: _____

Complaint (please describe in detail):

_____

_____

_____

_____

_____

Action Requested:

_____

_____

****

(This Section To Be Completed By Community Manager and Tenant)

Action Taken:

_____

_____

_____

Matter Resolved: _____ Matter Not Resolved: _____

Further Action Request:

_____

_____

_____

_____

_____

Tenant Signature: _____ Date: _____

Community Manager Signature: _____ Date: _____

(If matter has not been resolved, manager must forward this form to the main office for further action, along with a rule violation form and any previous violations sent.)

****

Disposition By Main Office

Further Action Taken:

_____

_____

Signature: _____ Date: _____

WHITE: RESIDENT CANARY: MANAGER'S FILE PINK: MAIN OFFICE

Morgan MANAGEMENT

Work Order

Community: _____ Date: _____

Location: _____

_____

Preparer's Name: _____

Trees/Shrubs
___ Trimming
___ Dead
___ On Home
___ Down

Sewer
___ Up-to-date
___ Plugged
___ Move
___ Broken
___ Cap Open
___ Sewer Building

Water
___ Leaking
___ Low Pressure
___ Upgrade H_2O Stand
___ Broke
___ Water Building

Electric
___ New
___ Update
___ Move
___ Half Power
___ Paint Panels

Street Lights
___ No Power
___ Bad Eye
___ Pole Broke
___ Wire Cut

Drainage
___ Catch Basin
___ Cleaning Out
___ Plugged
___ One Put In

Landscape
___ Dirt
___ Topsoil
___ Seed
___ Straw

Sidewalk
___ Remove
___ Replace
___ L x W x H

Mail Boxes
___ Repair
___ Paint
___ No Light
___ No Power

Equipment Needed
___ Bobcat
___ Dump Truck
___ Blacktop Saw
___ Jackhammer
___ Tamper
___ Generator

Street
___ Potholes
___ Signs
___ Seal
___ Paint Fire Hydrant
___ Grass Growing on the road

DIAGRAM BOX

Job Description: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

MASS – Revised 04/2005

Morgan MANAGEMENT

Variance Approval

Community: _____

Community Manager: _____

Tenant Name: _____

Tenant Address: _____

State _____ Zip _____

A variance has been granted for a period of one year, and must be annually renewed and is non-transferable. Violation of any part of the Community Guidelines pertaining to this variance will result in this approval being withdrawn immediately.

The following variance(s) are approved for the above referenced tenant only.

☐ Pets ☐ Other Vehicles

☐ Other _____

Conditions: _____

Approval Granted By: _____ Date: _____

Tenant Signature: _____ Date: _____

6390 Plaster Mill Road • P.O. Box 780 • Victor, New York • 14564
(585) 924-7050 • Toll Free: (866) 376-4432 • Fax: (585) 924-7166

MASS – Revised 04/2005

Morgan MANAGEMENT

Pet Registration Form

Community: _____

Tenant Name: _____

Tenant Address: _____

State _____ Zip _____

Kind: _____

Type Breed: _____

Color: _____

Name: _____

Age: _____ Weight: _____

Kind: _____

Type Breed: _____

Color: _____

Name: _____

Age: _____ Weight: _____

Kind: _____

Type Breed: _____

Color: _____

Name: _____

Age: _____ Weight: _____

Owner/Management Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

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MASS – Revised 04/2005

Morgan MANAGEMENT

Written Authorization

Community: _____

Community Manager: _____

Tenant Name: _____

Tenant Address: _____

State _____ Zip _____

Violation of the conditions of this Written Authorization will result in this approval being withdrawn.

Approval is granted to the above tenant only for the following:

☐ Satellite Dishes ☐ Structural Modification to Home or Site ☐ Landscaping

☐ Other _____

Conditions: _____

Approval Granted By: _____ Date: _____

Tenant Signature: _____ Date: _____

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