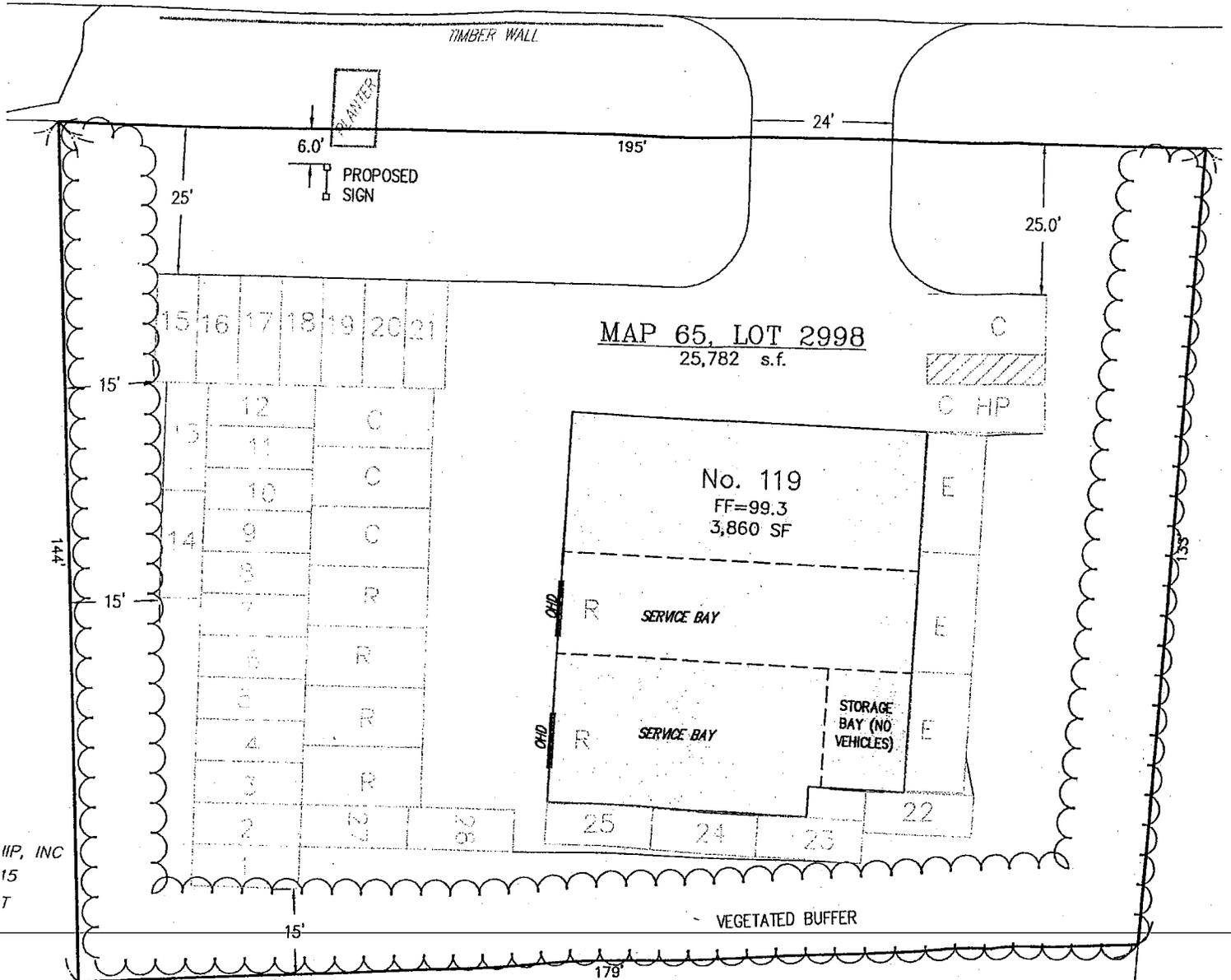


HEARINGS, MEETINGS, LICENSES

12-8-14

EAST GROVE (1930 COUNTY LAYOUT 70' WIDE) ROUTE 28 STREET



IIP, INC
15
T

MAP 65, LOT 3772
N/F
JERICHO CHRISTIAN FELLOWSHIP, INC
DEED Bk. 16160 Pg. 133
0 EAST GROVE STREET
3.5 ACRES

"PARKING LAYOUT"

Jacqueline Shanley

From: Robert Whalen
Sent: Friday, December 05, 2014 3:20 PM
To: Jacqueline Shanley; rjmather@matherlaw.com
Attachments: 20141205150917980.pdf

Please find attached letter for Hylan auto.

Thanks

Bob Whalen



Town of Middleborough
20 Centre Street, Second Floor
Middleborough, Massachusetts 02346

Robert J. Whalen
Building Commissioner
Tel. 508-946-2426
Fax 508-946-2305

December 5, 2014

Middleborough Board of Selectmen
Middleborough Town Offices
10 Nickerson Ave
Middleborough, MA 02346

RE: Class II License for Hylan Auto Sales located at 119 East Grove Street, Assessors
Map: 065 Lot: 2998.

Dear Honorable Board,

I have reviewed the new layout plan Revised 12/3/14 by Attorney Robert Mather
for a Class II License for Hylan Auto Sales for the property listed above.

1. The applicant has not yet applied to the Zoning Board of Appeals for use of the front
25' buffer.
Middleborough Zoning By-law Section 5.6 requires this to be a landscaped buffer.
This has not been shown on the revised plan.
2. I would support granting a license for 27 cars.

Respectfully submitted,

Robert J. Whalen
Building Commissioner
Zoning Enforcement Officer

RJW/d

Jacqueline Shanley

From: Nyles Zager <nzager@outback-eng.com>
Sent: Tuesday, December 02, 2014 9:06 AM
To: Jacqueline Shanley
Cc: sbt92@comcast.net
Subject: RE: 182 Plympton Street - Gravel Removal Application

Good Morning Jackie,

I am requesting to continue the hearing scheduled for Monday December 8th until the December 15th hearing. This will give us and Atlantic Design sufficient time to address and review all outstanding issues that still remain.

Please let me know if you have any questions or require any additional information.

Thanks and have a great day,



CIVIL ENGINEERS
LAND SURVEYORS
WETLAND SCIENTISTS
SOILS LABORATORY

Nyles C. Zager, P.E.
Project Manager/Engineer
165 East Grove Street
Middleborough MA 02346
tel: 508-946-9231 ext: 211
fax: 508-947-8873
email:
nzager@outback-eng.com
www.outback-eng.com



NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, December 8, 2014 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 **Edgeway Homeowner's Association, Inc.** for a **Certificate of Eviction of Robert Malcolm** from **Edgeway 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 the tenant is in breach of the Community Rules #15 and #27.
- 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 Stewart

Stephen J. McKinnon

LAW OFFICE OF ADAM M. BOND

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

October 28, 2014

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

Re: Edgeway Home Owners Assoc., Inc. v Robert Malcolm

Honorable Board:

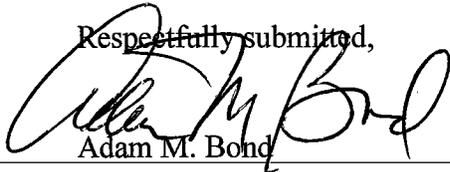
Enclosed for your consideration regarding our request for a Certificate of Eviction as to Robert Malcolm, are the following documents (2 copies):

1. A check in the amount of \$50.00 for filing this request;
2. An Application for Certificate of Eviction;
3. A copy of the Rules and Regulations of Edgeway Park;
4. A copy of the two Notices to Quit with a Returns of Service; and
5. A breakdown of the current arrears sought, exclusive of attorney fees.

We note that there is no written lease available for this and most other tenants, as the previous owner and the receiver have taken those documents from the premises, and they are not available to the new owners. Mr. Malcolm has refused to sign any new documents, but does continue to occupy the premises and to exert dominion and control over the lot for which the rent is due.

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**

October 28, 2014

APPLICATION FOR CERTIFICATE OF EVICTION

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

Owner: Edgeway Home Owners Association, Inc.

Tenant: Robert Malcolm, 52 Lyn Lane

Proposed bases for eviction:

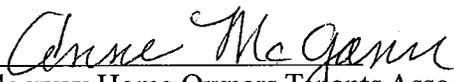
Tenant, Robert Malcolm is a tenant dating back to the days of a previous owner, Wayne Williams. When the receiver was appointed, the receiver removed all leases relating to the Edgeway Park, and thus, the current owners of the park, Edgeway Home Owners Association, Inc., do not have a written lease with the Tenant. Based on the Tenant's continuing occupation of the premises, he is obligated to pay the lot rent, but has failed to pay his lot rent in the amount of \$1569.00.

Tenant also is in substantial breach of the Community Rules as to both Rule 15 and Rule 27. The parks a recreational vehicle and trailer(s) in the common area of the park, and that vehicle is in total disrepair, and poses a health and safety risk to the occupants of the park.

On September 12, 2014, Robert Malcolm was served with a 30 day Notice to Quit for non-payment, as well as a notice of violation of the Community Rules, and such service was performed by a Constable, as set forth in the attached returns of service.

Accordingly, we respectfully request that the Rent Board issue to Owner a Certificate of Eviction for Robert Malcolm and any and all others occupying the premises of 52 Lyn Lane, Middleborough, MA 02346, for failure to pay rent and/or substantial violation of the Rules and Regulations of the Park.

Under the pains and penalties of perjury,


Edgeway Home Owners Tenants Association, Inc.,
Anne McGann, President

Attorney for Owner

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

Edgeway Realty Trust

Rules & Regulations

Revised September 2005



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

August 31, 2011

Gerard S. Marsan
Marsan & Marsan
45 Bristol Drive
Easton, MA 02375

Re: Community Rules for Edgeway Mobile Home Park

Dear Attorney Marsan:

I am writing in follow-up to the proposed community rules for Edgeway Mobile Home Park that you submitted on August 23, 2011. At this time, the this office has no further objections to the community rules for Edgeway Mobile Home Park as written. Be advised any amendments, revisions, modifications or deletions to the above referenced rules require the approval of this office and the Department of Housing and Community Development (DHCD). M.G.L. c. 140, § 32L(5). Thank you for your cooperation with regard to this matter. A copy of this letter, along with a copy of the currently enforceable community rules for Edgeway Mobile Home Park, has been issued to the local board of health. You may not renew your park's license without submitting with your application for renewal a copy of the park rules in effect, along with evidence that they have been reviewed and not disapproved by this office and DHCD. M.G.L. c. 140, § 32B; 940 C.M.R. 10.11(2). If you have questions or need further assistance, please contact me by telephone at (617) 963-2460.

Sincerely,

A handwritten signature in black ink, appearing to read "James Maloney", written over a horizontal line.

James Maloney
Paralegal
Consumer Protection Division

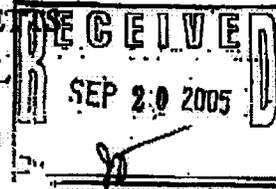
cc: Town of Middleboro Health Department





THOMAS F. REILLY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108-1598



(617) 727-2200
www.ago.state.ma.us

September 19, 2005

Ms. Cheryl Anusewicz, Secretary
Edgeway Realty Trust
Twin Coach Mobile Home Park
228 Wareham Street
Middleboro, MA 02346

Re: Rules Review, Twin Coach Mobile Home Park and Edgeway Mobile Home Park

Dear Ms. Anusewicz:

Thank you for your submission of the newly revised Rules and Regulations for Twin Coach Mobile Home Park, dated August 19, 2005 and Edgeway Mobile Home Park, both mailed to the Office of the Attorney General on September 12, 2005.

With respect to Rule 1a, as I have previously indicated,

Over 55 community: Pursuant to the terms of G.L. c.151B, §§4(6) & (7), it is unlawful to discriminate on the basis of age in the sale or rental of housing accommodations. The state includes an exception for "communities consisting of either a structure or structures constructed expressly for use as housing for persons fifty-five or sixty-two or over, on one parcel or on contiguous parcels of land, totaling at least five acres in size." The Massachusetts Commission Against Discrimination has held that if a manufactured home community was not originally constructed expressly for use as a retirement community, it does not fall within the exemption in the statute. Jackson and Lamarine v. Royal Crest, Inc., 13 MDLR 2017 (1991).

Therefore, as previously indicated, this office cannot allow or disallow this rule.

In my final reading of both sets of rules, I note two typographical errors for your review— in rule 9E, you have used the word "altercation," where I think you wish to use the word "alteration," and in rule 15C, you have used the word "sight," where I think you mean to use the word "site."

Again, thank you for taking the time to re-submit the rules, and we have no further comment at this time. If you have any questions, please contact me at (617) 727-2200, ext. 2982

Sincerely,



Diane L. Lawton

Managing Attorney

Consumer Protection and Antitrust Division

cc: Tim Solomon, Counsel, DHCD

**30 DAY NOTICE TO QUIT
TO TERMINATE TENANCY**

HAND DELIVERED BY CONSTABLE

Date 09/11/2014

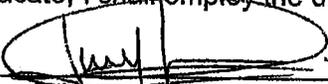
Tenant(s) Robert Malcolm
Unit # 52
Street Lyn LN
City, State, Zip Middleborough, MA 02346

It being my intention to terminate your tenancy, you are hereby notified to quit and deliver up at the end of the next rental period beginning after your receipt of this notice, the above described premises now held by you as my tenant.

The reason for eviction is:

Non-payment of rent.

If you fail to vacate, I shall employ the due course of law to evict you.

Signature 
Landlord Edgeway Home Owners Association Inc.
Street 17 Wesley Circle
City, State, Zip Middleborough, MA 02346
Phone (401) 453-4100

Reservation of Landlord's Rights

All monies paid to the landlord after your receipt of this notice will be accepted as use and occupancy and not as rent, without waiving any right to possession of the premises, and without any intention of reinstating your tenancy or establishing a new tenancy.

You are hereby notified to bring this Notice at any trial for possession of the premises.

Place the Officer's Return on the back of this notice



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Mitt Romney, Governor ♦ Kerry Healey, Lt. Governor ♦ Jane Wallis Gumble, Director

September 15, 2005

Ms. Cheryl Anusewicz, Secretary
Twin Coach Mobile Home Park
228 Wareham Street
Middleborough, MA 02346

Re: Edgeway Realty Trust - Rules Review

Dear Ms. Anusewicz:

I have reviewed your August 19, 2005 revisions to the rules of the manufactured housing community referenced above.

These revised rules satisfactorily address the concerns I had regarding Rule 13 "Water Use" and Rule 1a, Retirement Community".

I have no further objections to these rules. They are approved pursuant to G.L. c. 140 section 32L(5).

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Solomon", with a long horizontal line extending to the right.

Timothy Solomon, Counsel

Edgeway Realty Trust Written Disclosures

Rent: The rental fee for Edgeway is _____ per month. Due on the 1st day of the month. If after 5 days the rent has not been paid a late fee of \$25.00 will be charged. If a payment check is returned insufficient funds a \$25.00 fee will be charged and any applicable bank fees will also be added.

Additional Fees: Use of water for irrigation, a fee of \$100.00 annually will be applied to all residents with an irrigation system. It can be paid in one payment or in any payment plan you would like set up with owner/operator.

Work performed: If you request work to be performed by owner/operator a fee will be charged due upon completion of requested work, or payments can be discussed. A \$25.00 an hour charge for labor plus the cost of materials. An estimate can be requested.

Snow removal on walkways and driveways will performed upon request for a fee of \$25.00.

Landscaping, mowing, trimming of trees and shrubs can be done upon request for a fee predetermined according to work needed or requested.

Common Areas: The parks owner/operator is open to use of common area's by tenants as long as owner/operator is notified of such intentions. There is an area designated for recreational vehicle's contact office for information.

Waste Removal: Any resident wishing to have owner/operator remove any trash that is not considered ordinary household trash such as appliances, furniture, rugs, construction waste, old computers, televisions, ect. A fee will be assessed according to the items removed.

Selling your home: Please have any realtor you contract check in with the management office to insure all the proper information can be given to any prospective tenant. In addition we would like to inform the realtor of all processes of applying for tenancy.

Utility obligations: All home owners are responsible for their own utility bills.

Subtenants: If a tenant shows reasonable *circumstance* for subleasing their home it must be understood you are still solely responsible for the rent payment . Any damages caused by the subtenant will also be your full responsibility. The subtenant must go through the application process just as any prospective tenant would.

Edgeway Realty Trust Rules and Regulations

These rules govern the homeowners/residents' occupancy and use of the home site and common areas in the community. They intend 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.

1. Community Owner(s)' Manager and Emergency Phone Number

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

Edgeway Realty Trust
17 Wesley Circle, Middleboro, Ma. 02346
(508) 946-9550

Community Manager's Name, Address and Phone Number:

Corey W. Fareas 17 Wesley Circle, Middleboro, Ma. 02346
(508) 946-9550

Emergency Phone Number(s)

(508) 265-1221

911 Emergency

508-947-4422 Police non-emergency

508-947-4121 Fire non-emergency

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 the 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 a 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 the 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 common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for the resident inspection a copy of the Attorney General's manufactured housings 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 an 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

The due date for the 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. Any fees which may be imposed either for late payments (thirty days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

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 as the primary residence; two personal motor vehicles; and ancillary structures or areas, such as patio areas, decks, porches, sheds, carports, or garages.

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 home sites and those areas restricted from the 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 home owner 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 gas, oil, and electricity, as long as (1) there is individual metering by the 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 Services: 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 have 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, club house, or other common area in the community. Examples of substances and wastes covered by the 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.

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 reasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with the respect for the safety and view of neighbors.

11. Maintenance of the 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 the roadways are responsibly 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 the 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 reasonable and non-discriminatory manner.

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. Ordinary household garbage and rubbish should be placed in *Town of Lakeville trash bags set on the curb on Friday's for pick up and removal by park authorized personal.*

B. All residents shall store garbage and trash inside 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. (See line A. for details).

D. If 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. (call office for details).

F. Residents may not dump trash in common areas.

15. Aesthetic Standards for Exterior of the Home Site

A. **Maintenance of Structure:** All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, fences, and/or outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.

B. **Maintenance of Site:** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawn and shrubs should be kept mowed and trimmed to prevent them from appearing over grown.

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 site into compliance with such rule, and the owner/operator will perform 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 the 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 the 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 the patio areas, or the erection or alteration of any additions, decks, porches, skirting, awnings, sheds, fences, enclosures, or 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. 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 the 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 include: *Our community does not have any specific standards please refer to Rule D. before any changes, additions, or modifications are made.*

16. Interior Appearance and Improvements

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

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 "DIG SAFE" law. The number for "DIG SAFE" is 1-888-344-7233 or visit www.digsafe.com. The owner/operator must be given notice of the appropriate "DIG SAFE" clearance numbers and 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 or services for the home and the 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 upon request.

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 should 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 government 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 before entering onto the site. The owner/operator will not enter the manufactured home unless the tenant has provided prior consent in writing on a separate document addressing only the issue of consent.

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 and local standards that are applicable to the community and/or the home. Residents will make sure 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 may 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 the other residents' ability to receive television, radio, or other transmissions.

E. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the community. 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, of non-residential activities lead to long-term excessive utilities, they may fall under this rule.

Yard sales are permitted *between the hours of 8:00 A.M. and 5:00 P.M.* 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 by and immunized, if so required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. 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. Whenever a pet is outside your home, it must be restrained at all times, by leash or other reasonable restraint. The owner is responsible for cleaning up after his or her pet. If the pet owner violates this rule, the owner/operator may take

what ever steps are permitted by law to have the pet removed from the community.

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 is any registered vehicle that does not exceed the gross weight of 8600 pounds, with two or more axels.

B. Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles *on the street*, as long as they don't interfere with the safe passage of emergency vehicles and other residents' rights to use of 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.

D. Other Vehicles: Boats, trailers, motor homes, recreational vehicles, and commercial vehicles over 8600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes.

E. Violations and Towing: Any vehicles parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the proper local authorities, be towed at the expense of the owner of that vehicle.

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.

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 the 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 the costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

30. N/A no community center

31. Subleasing of Sites and Renting of Homes

Any proposed subtenants must submit applications for residency, described in Rule 2 above. Any proposed subtenants will be approved as long as they provide the owner/operator with reasonable evidence that they have 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

Homeowners have the right to sell their homes on their home site. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the owner/operator at least (30) days before the intended sale, lease, or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by Rule 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 home 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 which advertise their home as "for sale". Homeowners using outdoor signs must comply with Rule 18 in digging. In addition, the signs used must be a type available commercially, and consistent with Rule 15 on aesthetic standards for the exterior of the home 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 Laws chapter 255, section 25 A to have the property sold to satisfy the debt.

36. Replacement of Manufactured Home

If a tenant intends to replace his or her home with one of like dimensions, he or she shall obtain the approval of owner/operator before placing the order for the new home, and such approval shall not be reasonably withheld or delayed. The new home and its installation and placement on the site must comply with community's reasonable rules and any applicable federal, state, or local government 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 which 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 the 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 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 of applicable law.

38. Complaints

All complaints should be addressed to the community management. It is preferred that complaints be in writing and signed; however, if you have an emergency or have concerns about placing a complaint in writing, 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 on the community bulletin board at the entrance of the park, and provide the tenants association with a copy of all the Community Rules and any

changes in 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 the 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.

1.a Retirement Community

Twin Coach Mobile Home Park is a retirement community aged 55 years of age or older. In order to qualify as a resident of this community, at least one resident must be 55 years or older.

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 receipt 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 there of 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 the 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 which 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 the sale or lease.

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

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as _____ and located at _____, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Law. 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) _____

Tenant Ledger

Robert Malcolm
52 Lyn LN
Edgeway Homeowners Association Inc., #52LYN
Middleboro, MA

Date: 09/11/14
 Tenant Code: 1036
 Property: 158
 Unit: 52LYN
 Status: Current
 Rent: 393.00
 Deposit: 0.00
 Move In Date: 06/01/14
 Move Out Date:
 Due Day: 1
 Tel# (O)
 Tel# (H)

Date	Description	Charges	Payments	Balance
06/01/14	Balance Forward			0.00
06/30/14	Rent for 30 Days	290.00		290.00
07/01/14	Late Fee	25.00		315.00
07/30/14	Rent (07/2014)	393.00		708.00
07/30/14	Late Fee	25.00		733.00
08/01/14	Late Fee	25.00		758.00
08/30/14	Rent (08/2014)	393.00		1,151.00
08/30/14	Late Fee	25.00		1,176.00
09/01/14	Rent (09/2014)	393.00		1,569.00

Current	30 Days	60 Days	90 Days	Amount Due
418.00	443.00	418.00	290.00	1,569.00



Community Policies Violation
WARNING TO RESIDENTS

To: Robert malcolm
Address: LYN LN Unit #: 52
City: Middleborough State: MA Zip: 02346

You, and each of you hereby notified, are informed that the following act committed by you (or your guests) is contrary to our Rules and Regulations:

You are in Substantial
violation of Rule (15)(A)(B)

Please see Attached

Dated this 12 day of September, 2014

This is a warning that the repetition of the above named violation will not be tolerated. Please be advised, the Rules and Regulations as set forth for this Community are for the benefit of all residents and your adhering to the same rules will be greatly appreciated.

1st warning

Thank you for your cooperation.

2nd warning

The Management

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. (call office for details).

F. Residents may not dump trash in common areas.

15. Aesthetic Standards for Exterior of the Home Site

A. **Maintenance of Structure:** All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, fences, and/or outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.

B. **Maintenance of Site:** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawn and shrubs should be kept mowed and trimmed to prevent them from appearing over grown.

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 site into compliance with such rule, and the owner/operator will perform 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 the 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 the 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 the patio areas, or the erection or alteration of any additions, decks, porches, skirting, awnings, sheds, fences, enclosures, or 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. 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 the 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.

what ever steps are permitted by law to have the pet removed from the community.

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 is any registered vehicle that does not exceed the gross weight of 8600 pounds, with two or more axels.

B. Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles *on the street*, as long as they don't interfere with the safe passage of emergency vehicles and other residents' rights to use of 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.

D. Other Vehicles: Boats, trailers, motor homes, recreational vehicles, and commercial vehicles over 8600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes.

E. Violations and Towing: Any vehicles parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the proper local authorities, be towed at the expense of the owner of that vehicle.

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.

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 the 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

OFFICER'S RETURN

Date 9.12.2014

I, this day, served the within Community Policies Violation To Robert Malcolm
 as within directed, by giving to _____
 in hand (Leaving at last and usual place of abode) 52 Lyn Lane Middleboro MA 02346
 a true attest copy of this Community Policies Violation Warning to Residents
 Said service was made at 52 Lyn Lane Middleboro MA 02346 10:00 AM
 Afterwards on the following day I mailed 1st class a copy of said Violation to the within address
 Service _____
 Copy / Fax _____
 Travel _____
 Car Use _____
 Witness _____
 Witness Travel _____
 Issg. and Notary _____

20 Scholl Avenue
 W. Yarmouth, MA 02673

Daren A Blair
 508-269-7700 Constable

OFFICER'S RETURN

Date 9.12.2014

I, this day, served the within 30 DAY Notice to Quit To Robert Malcolm
 as within directed, by giving to _____
 in hand (Leaving at last and usual place of abode) 52 LYN LANE Middleboro MA 02346
 a true attest copy of this _____
 Said service was made at 52 LYN LANE Middleboro, MA 02346 10:00 AM
 Afterwards on the following day I mailed 1st class a copy of said Notice to the within address
 Service _____
 Copy / Fax _____
 Travel _____
 Car Use _____
 Witness _____
 Witness Travel _____
 Issg. and Notary _____

20 Scholl Avenue
 W. Yarmouth, MA 02673

Daren A Blair
 508-269-7700 Constable

**TOWN OF MIDDLEBOROUGH RULES AND REGULATIONS FOR MOBILE HOME
PARK
ACCOMMODATIONS, RENTS, AND EVICTIONS**

In accordance with Chapter 703 of the Acts of 1985, after hearing in accordance with Mass. Gen. Laws, Chapter 30A, Sec. 2, the Rent Board hereby adopts the following rules and regulations for the purpose of regulating rents, minimum standards for the use or occupancy of mobile home park accommodations, and evictions with respect to mobile home park accommodations in mobile home parks within the Town of Middleborough.

Section 1 – Definitions:

A. Board: The Rent Board is the Town of Middleborough Board of Selectmen established by a vote under Article 5 of the warrant for the Middleborough Town Meeting of March 10, 1986.

B. Capital Improvements: Any substantial rehabilitation, addition or improvements which appreciably add to the value of the property or prolongs its life or both, but not including ordinary repairs and maintenance, provided such rehabilitation, addition or improvements shall cost at least \$5,000 and have a useful life of at least five (5) years.

C. Mobile Home: A structure, built in conformance to the National Manufactured Home Construction and Safety Standards which is transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. A mobile home is also known as a “manufactured home” as defined in General Laws Chapter 140, Section 32Q.

D. Mobile Home Park: A lot or tract of land used for the site of three or more mobile homes occupied for dwelling purpose and licensed pursuant to General Laws Chapter 140, Section 32B. A mobile home park is also known as a manufactured housing community as defined in General Laws Chapter 140, Section 32F.

E. Mobile Home Park Accommodations:

1. The lot or space in a Mobile Home Park upon which is located a Mobile Home not owned by the holder of the license of said park and used and occupied as a one family dwelling unit or available for such use and occupancy.

2. A Mobile Home in a Mobile Home Park owned by the licensee of a mobile home park and used and occupied by a Tenant as a one family dwelling unit or available for such use and occupancy.

F. Housing Services: Services or facilities provided by an Owner or required by law or by the terms of a rental housing agreement to be provided by an Owner to a Tenant in connection with the use and occupancy of any mobile home park accommodation, which may include without limitation: Services, furniture, furnishings and equipment, repairs, decorating and maintenance, provisions of light, heat, hot water, cold water, telephone, kitchen, bath and laundry facilities and privileges, use of yard and other common areas, janitor service, refuse removal, parking facilities, lawn water sprinkler services, vehicle or equipment storage, and any other benefit, privileges or facility connected with the use or occupancy of any mobile home park accommodations.

G. Owner: The individual who holds a license, or any party who is required to hold a license for a mobile home park (manufactured housing community) under Sections 32A and 32B of Chapter 140 granted pursuant to Mass. Gen. Laws, Chapter 140, Section 32B, to conduct, control, manage or operate directly or indirectly a mobile home park in any manner including, but not limited to, a partnership, corporation or trust.

H. Operating and maintenance expenses: The reasonable expenses of operating and maintaining a mobile home park including, but not limited to, maintenance, repair, management fee, real estate broker's commission to someone other than the Owner, insurance, utilities not included within the rent, but not including mortgage interest and amortization or an allowance for obsolescence or depreciation.

I. Rent: The consideration, including any bonus, benefit, gratuity or charge contingent or otherwise, demanded or received for or in connection with the use or occupancy of a mobile home park accommodation or for housing services or for the transfer of a lease of a mobile home park accommodation, inclusive of the license fee collected by the Owner and paid to the Town under General Laws Chapter 140, Section 32G; excluding therefrom, however, the consideration paid by a shareholder of a Cooperative Housing Corporation organized pursuant to General Laws Chapter 157B for a share of said corporation, a propriety lease, and any maintenance fees associated therewith. Rent shall include fees and charges for services assessed by the owner to a Tenant by an Owner, but not fees charged for discretionary or optional activities and/or services which may be offered for recreational activities, conveniences, etc.

J. Rental Housing Agreement: An agreement between an Owner and a Tenant for use and occupancy of a mobile home park accommodation and/or housing services, specifically excluding, however, any agreement for occupancy of a mobile home park accommodation between a Cooperative Housing Corporation as a defined in Massachusetts General Laws Chapter 157B and a shareholder of said corporation.

K. Tenant: A tenant, lessee, or other person entitled under the terms of a rental housing agreement with the Owner for the use and occupancy of any mobile home park accommodation; excepting for this definition, however, any person who occupies a mobile home park accommodation pursuant to a proprietary lease as defined in General Laws Chapter 157B at Section 4, as a shareholder of a Chapter 157B Cooperative Housing Corporation.

L. Fair Market Value: Fair Market Value of property shall mean the current assessed valuation of the property or other valuation that the Board on basis of evidence presented before it considers more appropriate to the circumstances of the case before it. The Board shall evaluate all evidence presented by any party regarding the fair market value.

M. Fair Net Operating Income: (1) Fair net operating income for a Mobile Home Park shall be that income which will yield, in the discretion of the Board, a reasonable return to the Owner of a Mobile Home Park, after all reasonable operating expenses. In consideration of whether the return is reasonable, the Board may consider any relevant evidence and standards, including, but not limited to: average returns for other similarly situated Parks, any operating expenses or debt service, any projected capital improvements, or any other factor that may be presented. The Board shall evaluate all evidence presented by any party regarding the fair net operating income.

(2) Fair net operating income for a Resident Owned Park shall be that income which will enable the Owner of the Park to pay or provide with respect to the Park for all operating expenses, capital expenses, contractual debt service and contractually mandated or shareholder/member approved reserves for capital expenses and operating expenses.

N. Resident Owned Park: A Mobile Home Park that is owned by a corporation or association where the (a) shareholders or members are individuals owning homes in the park and (b) over 51% of the owner of homes are shareholders or member of the park Owner.

Section 2 – Maximum Rent:

- A.** The maximum rent for mobile home park accommodations which a park owner may charge a tenant shall be as follows:
1. For mobile homes which are in existence, occupied by a tenant or occupant and subject to a rental housing agreement on the date these Rules and Regulations are adopted, the maximum rent shall be the rent set forth in Addendum A.
 2. For new mobile homes which have not been previously sold by the park owner and are not occupied by a tenant or occupant under a rental housing

agreement on the dates these Rules and Regulations are adopted, the maximum rent shall be the rent set by a rental housing agreement between the park owner and the tenant or occupant of the home. The maximum rent may be higher or lower than the maximum rent for other mobile homes in the park when the rental housing agreement is made.

3. For mobile homes which were previously sold by the park owner and/or occupied by a tenant or occupant under a rental housing agreement which is no longer in effect, the maximum rent shall be the rent set by a new rental housing agreement between the park owner and the new tenant or occupant of the home. The maximum rent shall not exceed the following:

- a) If the park owner is offering new mobile homes for sale at the time the new rental housing agreement is made, the maximum rent shall not exceed the rent then being offered to purchasers of new mobile homes.

- b) If the park owner is not offering new mobile homes for sale at the time the new rental housing agreement is made, the rent shall not exceed the highest rent then being paid by other tenants/occupants in the park.

4. Maximum rent for mobile home park accommodations may be adjusted from time to time by the Board pursuant to Section 4 and Section 5 of these Rules and Regulations. Maximum rent for mobile home park accommodations may also be adjusted under a rental housing agreement which provides for a rent adjustment based on application of a yearly consumer price index factor as described in Section 4-D.

B. No increase in maximum rent for a mobile home accommodation shall be effective unless:

1. The increase is approved by the Board pursuant to Section 4 and Section 5.
2. The increase is based on a yearly consumer price index factor approved by the Board; or
3. The increase is provided for by a yearly consumer price index factor under a rental housing agreement.

Section 3 – Registration:

The Board shall require registration of all mobile home park accommodations on forms approved by it within ninety (90) days of the approval of these regulations and annually on June 30th. A copy of registration shall be provided to tenants of the mobile home park upon their written

request. Any new or additional accommodation must be registered prior to occupancy thereof. No petition for an upward adjustment of maximum rent shall be accepted by the Board until all statements and information required to be filed under this Section 3 have been filed and any such petition prior to such filing shall not be entertained by the Board. The Board shall require the following:

1. The legal name, address and business telephone of the owner;
2. The identification of each unit of mobile home park accommodations;
3. The legal name, address and business telephone of the manager;
4. The identification of each Tenant in the mobile home park, including the date the Rental Housing Agreement began, the date on which it terminates, or whether it is a tenancy at will, and the amount of rent due each month;
5. The lot type, if necessary, to distinguish different types of lots for which the owner charges different rents, including the description of the basis(es) for charging the rent differential;
6. A copy of all Rental Housing Agreements (or a copy of a representative Rental Housing Agreement which is substantially the same for all mobile home park accommodations involved in the registration) and any rules and regulations applicable to each Rental Housing Agreement. The owner shall update the registration annually by June 30th of each year.

The registration forms shall be signed by the Owner under the penalties of perjury.

Section 4 – Adjustment of maximum rent:

- A. The Board shall, by order or regulation as provided in Section 5, make such individual or general adjustments, either upward or downward, of the maximum rent established by Section 2 for any mobile home park accommodations as may be necessary to remove hardships or correct inequities for both Owner and Tenant, and make adjustments for capital improvements / equipment and in so doing shall observe the principle of maintaining rents at levels which will yield to Owners a fair net operating income for such mobile home park accommodations.
- B. The Board by regulation may establish further standards and rules consistent with the foregoing. The Board may promulgate a schedule of standard rental increases or decreases for improvement or deterioration in specific services and facilities.
- C. Notwithstanding any other provision of this section, the Board may refuse to grant an upward adjustment of maximum rent if it determines that the affected mobile home park accommodation does not comply with the State Sanitary Code or the Town of Middleborough codes or by-laws or any other applicable code, ordinance or state law regulating the conditions of housing accommodations, and if it determines that such lack of compliance is due to the failure of the Owner to provide normal and adequate repairs and maintenance. The Board may refuse to make a downward adjustment of maximum rent if it determines that the Tenant is more than thirty (30) days in arrears in payment of rent unless such arrearage is due to a withholding of rent under the

provisions of Section 8A of Chapter 239 of the General Laws or if the Tenant is in substantial violation of any enforceable rule of the mobile home park or if the Tenant is in violation of any laws or ordinances which protect the health and safety of other mobile home park residents.

- D. In setting or adjusting rent for mobile home park accommodations under Section 4 and Section 5, the Board may approve yearly adjustments of the rent based on application of a consumer price index factor as described in this subsection. A rental housing agreement may provide for yearly adjustments of the rent based on application of a consumer price index factor as described in this subsection. The ~~yearly consumer price index factor authorized by these Rules and Regulations shall~~ be based on the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, All Items (unadjusted) (1982-84=100) published by the Bureau of Labor Statistics, U.S. Department of Labor, or if such index is no longer published, such other or successor index which is approved by the Board. Yearly adjustments in rent based on a consumer price index factor shall be calculated by determining the increase or decrease in the index by comparing the current monthly index ("current CPI") to the monthly index for the same month one (1) year prior to the month when the yearly adjustment is being determined ("prior CPI"). The difference between the current CPI and the prior CPI shall be divided by the prior CPI to derive a percentage increase or decrease. The percentage increase or decrease shall then be multiplied by the existing rent to determine the amount of the rent increase or decrease. For example, if the current CPI is 3% more than the prior CPI, the existing rent will increase by 3%.
- E. The Board in adjusting maximum rent for a mobile home park may equalize rent for all substantially similar or comparable mobile home park accommodations in those cases where the maximum rent which is to be adjusted is not equalized before adjustment.

Section 5 – Rent Adjustment Proceedings:

- A. **Individual Adjustment of Maximum Rent.** The Board shall consider an adjustment of rent for an individual mobile home park accommodation upon receipt of a petition for adjustment filed by the Owner or Tenant of such mobile home park accommodation or upon its own initiative. Such petition shall be made on a form approved by the Board. The Board shall notify the Owner, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Owner, of the receipt of such petition and of the right of either party to request a hearing in writing within thirty (30) calendar days of receipt of such notice or the Board may schedule a hearing on its own initiative. If a hearing is timely requested by either party or if the action is undertaken on the initiative of the Board, notice of the time and place of the hearing shall be furnished to the Owner and Tenant and the hearing shall be conducted before the Board. The Board may consolidate petitions and actions relating to mobile home

park accommodations in the same mobile home park, and all such petitions and actions may be considered in a single hearing.

- B. General Adjustment of Maximum Rent by Regulation.** Upon application or petition by an Owner or Tenant, or upon its own initiative, the Board may make a general adjustment by percentage or otherwise of the rental levels for mobile home park accommodations subject to such conditions, if any, as the Board shall determine. Prior to making such adjustment, a public hearing shall be held before the Board. Notice of the time, place, and purpose of such hearings shall be published at least once in a newspaper having a general circulation in the Town, and posted in the Town Hall, both not less than seven (7) days prior to such hearings.
- C. Limitation of Petition for Individual Adjustment.** Notwithstanding any other provision of this section, the Board may, without holding a hearing, refuse to adjust the maximum rent for an individual mobile home park accommodation and may dismiss any petition for adjustment if a decision has been made with regard to the maximum rent for such mobile home park accommodation within twelve (12) months or if the Board finds that the petition for adjustment is filed for purposes of harassment or for other purpose not intended herein.
- D.** Hearing, conducted pursuant to Section 5 above shall be conducted as adjudicatory hearings in accordance with the provision of Massachusetts General Laws Chapter 30A, Sections 10, 11 and 12. Rules and procedures for the conduct of said hearings shall be those rules and regulations outlined in 801 CMR 1.00 et seq. for the conduct of adjudicatory hearings before State administrative agencies, which the Board hereby adopts and shall implement as its own rules and regulations for the conduct of adjudicatory proceedings. Within thirty (30) days of the filing of a petition, the Board shall meet and determine whether to proceed on such petition pursuant to the formal or informal rules as outlined in 801 CMR 1.00 et seq. or under other procedures and shall indicate its determination as to which rules and procedures shall be followed in its notice of agency action to affected parties, and in the public notice of said hearing.
- E.** All decisions made by the Board under this Section shall be rendered in writing within 30 (thirty) days from the date the Board closes the public hearing on the petition.
- F.** The Board shall levy a filing fee upon any and all parties that make application to request a rent adjustment for a mobile home accommodation. The filing fee for any individual rent adjustment requested pursuant to Section 5 of these rules and regulations shall be \$50.00. The filing fee for a general rent adjustment pursuant to Section 5B of these regulations shall be \$300.00 for which a general adjustment is requested. The applicant for a general rent adjustment shall also pay the sum of \$100.00 to cover advertising costs. Filing fees and advertising costs shall be paid by check payable to the Town of Middleborough at the time of the filing of a petition.

Section 6 – Incorporation of Administrative Procedure Act and 801 CMR 1.00

The provisions of Massachusetts General Law Chapter 30A including those provisions giving agencies the power to issue, vacate, modify, and enforce subpoenas shall be applicable to the Board as if said Board were an agency of the Commonwealth, as well as, those provisions relating to judicial review of an agency order. The rules and regulations at 801 CMR 1.00 et seq. as adopted by the Secretary of Administration for Massachusetts for application and use by state agencies for the conduct of both formal and informal adjudicator hearings shall be the rules and regulations and procedures adopted for use before The Board for the hearing of all petitions for rent adjustment, and for eviction, unless at the time of the filing of the petitions and before the notice of agency action shall be published, the Board shall by vote determine to use an alternative procedure which nonetheless shall be consistent with the provisions of Massachusetts General Laws Chapter 30A, Section 10, 11, and 12.

Section 7 – Capital Improvements and Capital Equipment Rent Adjustment

A. Pre-Approval

A park owner or management may file a petition for the purpose of obtaining pre-approval from the Board for an increase in maximum rent to offset the cost of a substantial and necessary capital improvement or purchase of capital equipment. The procedures set forth in Section 5 above for rent adjustment petitions shall be used for capital improvement or capital equipment petitions. The park Owner or Management shall file with the petition for pre-approval any and all information relating to the cost of and need for financing the capital improvement or capital equipment purchase. Any pre-approval given by the Board shall also be deemed an approval of such financing. The Board shall consider whether the improvement is necessary and the reasonableness of the cost of the improvement in considering a rent increase to support the cost of the improvement. The rent increase shall be conditioned upon satisfactory and final approval of the improvement.

B. Final – Approval

Upon completion of capital improvement or purchase of capital equipment for which a park owner or management has received pre-approval, the Board may give final approval of the increase in maximum rent(s). Final approval shall only be given by the Board upon submission of satisfactory evidence by the park owner or management that the capital improvement has been satisfactorily completed or the capital equipment has been purchased and that the costs incurred for such improvement are equal to or exceed the cost upon which pre-approval was given. In the event that such costs are less than the original estimated costs, the maximum rent shall be increased only to the extent that it reflects such costs. The Board shall hold a public hearing upon submission by the park owner or management of evidence of completion of the capital improvement or purchase of equipment. A capital improvement/capital equipment rent increase approved by the Board shall be identified and separated from the remainder of the rent charge and eliminated from the rent charge when the approved rent increase has produced income equal to the cost of the improvement or equipment including the cost of debt service incurred in connection with such improvement or equipment.

Section 8 – Conference of Jurisdiction

The Wareham Division of the District Court Department shall have original jurisdiction concurrently with the Superior Court, of all petitions for review brought pursuant to Section 14 of Chapter 30A of the General Laws. The Superior Court shall have jurisdiction to enforce Chapter 703 of the Acts of 1985 and may restrain violations thereof.

Section 9 – Information to be supplied in Connection with Petitions for Adjustment:

Upon receipt by the Board of a petition for adjustment of maximum rent by an Owner, the Board may request documents, which information may include but not be limited to:

- A. Reviewed Financial statements certified by a CPA for the three (3) years preceding the year of the filing of the petition; such statements should clearly set forth income, sources of income, and a detailed breakdown of operating expenses.
- B. An interim updated financial statement showing income and operating expenses for the current year.
- C. A complete and current balance sheet.
- D. A statement of the number of employees, job titles and job descriptions of any employee whose employment relates to the affected mobile home park.
- E. Current capital improvements and dates of completion.
- F. Proposed capital improvements and proposed dates of completion.
- G. Proposed budget for the year in which the increase is to be effective.
- H. A statement of the rate of return sought and the assessed valuation of the property.

In any case where the Owner seeking an upward adjustment in rent owns and operates more than one mobile home park, all financial documentation submitted shall pertain solely to the operation of the mobile home park for which the upward adjustment is sought.

Upon receipt by the Board of a petition for a downward adjustment of maximum rent, the Board may request documents which information may include but not be limited to:

- A. Written reason for such downward adjustment; and
- B. Any evidence financial or otherwise, supporting such downward adjustment.

Section 10 – Evictions:

- A. Pursuant to the provisions of General Laws, Chapter 140, Section 32J, as amended, no Owner shall terminate any lease or tenancy and/or bring an action to recover possession of a mobile home park accommodation unless;
 - 1. the Tenant has failed to pay the rent to which the Owner is entitled;
 - or

2. the Tenant is in substantial violation of an enforceable rule of the mobile home park; or
3. the Tenant is in violation of a law or ordinance which protects the health or safety of other mobile home park residents; or
4. there is a discontinuance in good faith by the Owner of the use of part or all of the land owned and licensed as a mobile home park subject to any existing contractual right between the Owner and the Tenant located in the mobile home park. No such discontinuance shall be valid for any mobile home sold by the licensee and for which a mobile home site was made available at the time of the said sale by the licensee for a period of five (5) years from the date of said sale.

B. The Owner must provide the Board with satisfactory evidence that all notice requirements as to any alleged violation have been provided to the Tenant in a timely manner and the Tenant has failed to cure the alleged violation in a timely manner, all as set forth in General Laws, Chapter 140, Section 32J as amended.

C. 1. An Owner shall file an application in duplicate for obtaining a certificate of eviction with a filing fee of \$50.00 for each unit for which eviction is sought. The fee shall be paid by check or money order made payable to the Town of Middleborough and presented at the time of filing the application for a certificate of eviction.

2. An application for certificate of eviction shall be signed by the Owner under the pains and penalties of perjury and shall describe in complete detail the proposed basis (or bases) for eviction and the facts in support of such basis (or bases). A copy of the lease and the rules and regulations of the mobile home park Owner shall be submitted with the application where the Tenant is claimed to have violated either the lease or the park regulations.

3. An application for certificate of eviction which fails to comply with the foregoing provisions of this paragraph "C" shall not be processed until such defects have been corrected or removed.

4. The Board shall, by certified mail, return receipted requested and by first class U.S. Mail, forward to the Tenant or Tenants listed on the application for a certificate of eviction and to the park Owner a copy of the application for a certification of eviction as received, together with a notice of the date, time and place of the hearing.

5. The Board shall send a notice of hearing by mail with respect to an application for a Certificate of Eviction within twenty-one (21) days of receipt of an application. An application or an amended application for eviction shall be scheduled for a hearing not less than ten (10) days or more than twenty-one (21) days from the date on which the notice of hearing is mailed as aforesaid by the Board to the parties. Hearings shall be conducted by the Board and shall be adjudicatory hearings following the procedures set forth in Massachusetts General Laws, Chapter 30A.

6. A request for postponement of the hearing will be granted for good cause shown.
 7. At the hearing the Owner shall have the burden of establishing the facts and basis for the eviction. Testimony shall be taken under oath and any party shall have the right to cross-examine witnesses of the other party and to introduce evidence in support of its position.
 8. A written order granting or denying a certificate of eviction shall be issued by the Board within thirty (30) days of the date of the final hearing and its order denying a certificate of eviction shall be a defense in any summary process action commenced by the Owner against the Tenant or Tenants named on the application for a certificate of eviction.
- D.** No Owner shall seek recovery of possession of a mobile home park accommodation in a summary process-eviction case unless the Board issues a certificate of eviction therefor.
- E.** The provisions of this section shall be construed as additional restrictions on the right to recover possession of a mobile home park accommodation. No provision of this section shall entitle any person to recover possession of such a mobile home park accommodation. Upon a decision of said Board concerning the granting or withholding of a certificate of eviction, either party concerned may appeal to the Wareham Division of the District Court Department or the Plymouth Division of the Superior Court Department.

Section 11 – Owners Shall Provide Rules and Regulations to Prospective Tenants:

Mobile Home Park Owners shall provide prospective tenants with a copy of the Town of Middleborough Rules and Regulations for Mobile Home Park Accommodations, Rents, and Evictions at least 72 hours in advance of the signing of a rental housing agreement.

Section 12 – Severability:

If any provision of these rules and regulation or the application of such provision to any person or circumstance shall be held invalid by a final judgment of a court of competent jurisdiction, the validity of other provisions or the application of such provision to other persons or circumstances shall not be thereby affected.

Section 13 – Forms:

Any forms adopted pursuant to the provisions of these rules and regulations shall be submitted to the Board under the pains and penalties of perjury.

A TRUE COPY ATTEST
CLARA J. BENEVA
TOWN CLERK