HEARINGS, MEETINGS, LICENSES

9-29-14

NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, September 29, 2014 at 7:45 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 **Gary Booker** 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 Stewart
Stephen J. McKinnon

☐ **Private party responsible for payment**

☒ **Town responsible for payment**

Please provide Selectmen's office with amount due.

Advertiser #300074

Publish: September 4, 2014

LAW OFFICE OF ADAM M. BOND

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

August 12, 2014

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

Re: Hillcrest Mobile Home Tenants' Association v. Gary Booker

Honorable Board:

Enclosed for your consideration regarding our request for a Certificate of Eviction concerning Gary Booker, 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 Lease with Gary Booker;
4. A copy of the Rules and Regulations of Hillcrest Mobile Home Park;
5. A copy of a prior agreement entered into with Booker regarding arrears, which he breached;
6. A copy of the 30 day Notice to Quit with a Return of Service; and
7. A breakdown of the current arrears sought, exclusive of attorney fees.

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.

Tenant: Gary Booker

Proposed bases for eviction:

Pursuant to a Member Occupancy Agreement dated October 30, 2013 (Ex. A), Tenant, Gary Booker, is obligated to pay lot rent, but failed to pay his lot rent beginning September 2013. In or about February of 2014, Gary Booker acknowledged his arrears in the amount of $1,695.00 through April of 2014, and entered into an agreement with Owner to make up the arrears through October 2014, beginning with a $100.00 payment in March 2014 and another in April 2014, with an additional $250.00 added on to the monthly lot rents of May through October of 2014. (Ex. B) Thereafter, Gary Booker failed to abide by the agreement, and is currently in arrears in the amount of $4,866.00 (rent through August 2014).

On July 2, 2014, Gary Booker was served with a 30 day Notice to Quit for non-payment, and such service was performed by a Constable, as set forth in the attached return of service.

Accordingly, we respectfully request that the Rent Board issue to Owner a Certificate of Eviction for Gary Booker and any and all others occupying the premises of 2 David Drive, Middleborough, MA 02346.

Under the pains and penalties of perjury,

Hillcrest Mobile Home Tenants Association, Inc.
By: Frank Cady, President

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

Dated: August 12, 2014

Hillcrest Mobile Home Tenants Association, Inc.

Member Occupancy Agreement

Address: 2 David DR #46

This Agreement, made and entered into at Middleborough, Massachusetts, Commonwealth of Massachusetts this 30 day of OCT, 2013 by and between Hillcrest Mobile Home Tenants Association, Inc. a non-profit cooperative corporation organized under the laws of the Commonwealth of Massachusetts, having its principal place of business at 48 Hamlet Avenue Woonsocket, RI, Tel. #401-765-7300, (hereinafter called the "Corporation"), and

Gary Booker (names) (hereinafter called the "Member") of 2 David DR. (street address of lot) Middleborough, Massachusetts, being in said Community.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as Hillcrest Mobile Home Park, (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation, the Bylaws, and the Community Rules of the Corporation and is familiar with their terms; and

WHEREAS, the Member has a bona fide intention to reside in the Community, and to continue such residence during Membership; and

WHEREAS, the Member has paid or agrees to pay the Membership Fee of One Hundred Dollars ($100); and will receive a Certificate of Membership in the Corporation once the fee has been paid in full; and

WHEREAS, the Corporation and the Members deem it to be in their mutual interest to commemorate the Membership and rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Corporation leases to the Member and the Member leases from the Corporation the lot known as
Lot #46

Hillcrest Mobile Home Park, Middleborough, Massachusetts, (hereinafter called the "Lot") in the Community.

PLAINTIFF'S EXHIBIT A

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Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Corporation, and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Corporation.

Article 3 - Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of $281 for Member's owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Corporation, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the Bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a late payment fee, set by the Board of Directors (but not exceeding 5%) for Lot Rent received after the 30th day of each month. All such late fees as well additional costs allowed by this agreement shall be considered additional rent hereunder.

The lot rent includes all current taxes on the land of the Association, and the per-unit, per month fee of Twelve dollars ($12.00) payable to the Town of Middleborough.

While Middleborough DOES NOT now tax the home owned by Member, IF the town should ever assess and tax individual homes in the community, the Member agrees to timely pay those assessed against the manufactured housing unit owned by the Member. (If the Corporation, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Member's unit, the Members shall promptly reimburse the Corporation). Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's lien for unpaid rents. The Corporation reserves the right to secure a lien on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Corporation.

Article 4 – Unpaid Rents: Member (and Member's spouse signing this agreement for these purposes, if not as a Member) recognizes that the Association has a lien under Massachusetts law for payment of lot rent and advances as provided by this agreement or by statute.

Article 5 - Membership Fee: The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Corporation; the payment plan agreed to in the Membership Agreement is hereby incorporated into this Occupancy Agreement.

Article 6 - Refunds: The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law, the Corporation's Bylaws, or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7 - Member's Further Obligations and Covenants: The Member shall abide by the terms and conditions of MGL c. 140 § 32A through S, this Agreement, and the Articles

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of Incorporation and Bylaws of the Corporation, and Community Rules of the Corporation now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable Community Rules and Bylaws in effect at the execution of the Occupancy Agreement. The Member is also informed that a copy of the Massachusetts Attorney General's regulations regarding conduct of Manufactured Homes Communities is posted in the office of the Corporation.

The Member further agrees to participate "Cooperatively" in the operation and management of the Corporation by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, Resident Homeowners, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Corporation; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules.

The Member shall be responsible for all maintenance and repair of the lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system, such as water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member is responsible for all repairs and maintenance (but not replacement except if the replacement is due to the negligence of the Member) of any aboveground fuel-Storage Tank (AST) on Member's lot.

The Member may do substantial landscaping of their sites after complying with all enforcement rules on digging and obtaining the Association's prior written approval, which shall not be unreasonably withheld or delayed. Any damage due to negligence is the responsibility of the Member. This rule does not prevent Members from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, other plantings, and trimming of over-hanging limbs. The Member, in removing Member-installed plants, shall restore the site to its original landscaped condition.

The Member should carry homeowner's insurance including general liability insurance; however, because the Corporation in not able to effectively monitor that the homeowner's insurance coverage is current, it is the Member's responsibility to keep it current.

Article 8 - Corporation's Covenants: The Corporation shall comply with all duties set forth under the law, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, Bylaws or Community Rules, as they now exist and as they may be later amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Corporation agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order; to plow and maintain roads providing ingress and egress between the Community and the public road, to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Community and the Corporation's finances, including the payment of liability insurance and property taxes on the land; to duly report the significant and material doings and undertakings of the directorship to the Membership, and any special meetings that may be

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called from time to time; to provide copies of annual audit of the Corporation's finances; and not to discriminate against the Member in the provision of any services it is required to provide.

Article 9 - Eviction: The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason specified by statute, all as they now exist or as they may hereafter be amended from time to time. The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all Notices to Quit for Nonpayment of Rent may be accompanied by a notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - Sublease: The Premises may be sublet to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate in its sole discretion and sets forth in writing.

Article 11 - Limitation on Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of Article IV of the Bylaws as may be amended from time to time and agrees to abide and comply therewith, including the following:

A. Any 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 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. The proposed homebuyer shall complete an application for residency and provide evidence of financial ability to pay the rent and other charges associated with ownership of the unit and meet the approved creditworthiness and criminal criteria as determined by the directors from time to time. An application shall be acted upon within ten (10) days of receipt by the Corporation Board of Directors and any such failure to act shall be deemed an approval of the application.

C. If the Corporation is owed money by the Member or the Member is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by that Member for the sale of his/her/their Home to a new buyer, but may insist that the consent or transfer

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documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's Home for those amounts due and owing the Corporation. The documents shall only be recorded upon payment to the Corporation of all outstanding balances due to the Corporation.

Article 12 - Invalidity: If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

Article 13 - Waiver: Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

Article 14- Notices: Whenever the provisions of law or the Corporation Bylaws require Notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

Article 15 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

Article 16-Incorporation of Articles of Incorporation, Community Rules, Bylaws and Corporation Resolution: The Articles of Incorporation, the Bylaws, all Corporation resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation and the Members. The adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Resident Homeowner.

Article 17- Attorneys' Fees and Costs: In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the Member must pay all legal fees and costs incurred by the Corporation, subject to the last sentence of this paragraph. These fees and costs will be paid by the Member, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with any appeal filed by the Member. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the Member in accordance with this document and the Community Rules. The Corporation shall be liable for such fees in the event the Member prevails in any such action.

In the event a legal action is commenced against the Corporation by a Member, if the Member prevails, the Member shall be entitled to costs incurred in such action, including legal fees (except if the Corporation is found to have contested the action in good faith), and

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if the Corporation prevails in said action or the action is withdrawn by the Member, the Member shall be required to reimburse the Corporation in defending such action (except if the Member is found to have prosecuted the action in good faith). The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

Article 18 - Time of the Essence: Time is of the essence of this Occupancy Agreement and any term, covenant or condition contained herein.

Article 19- Joint and Several Liabilities: If more than one (1) Member party shall execute this Agreement, the obligations of the Members shall be their joint and several obligations in every instance.

Article 20-Assignment to Lender: The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Occupancy Agreements between the Corporation and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

Article 21 - Home Financing Contact: The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

_____

_____

Article 22-Contact Information:

Member Name(s): Gary Booker

Telephone: 508-403-0048

Names of each additional person(s) living at the above address:

_____

_____

_____

_____

Emergency Contact Information

List the name, address, and phone number of the person you would want notified in case of an emergency:

Mary Booker

508 947-9402

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Non- titled spouses must sign to acknowledge interest of Corporation in the case of delinquent rent.

Spouse:

Signed_____

Printed _____

Witness to all signatures:

Signed:_____

Printed Name: JOHN CORMIER

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Corporation Officers:

By: _____

Name: John Cormier

Title: President

Hillcrest Mobile Home Tenants Association, Inc.
Its duly authorized Officer

By: _____

Name: Mary A Kerr

Title: Secretary

Members:

Signed _____

Printed Name: Gary Booker

Signed: _____

Printed Name: _____

Signed: _____

Printed Name: _____

Titled Members must sign above. Untitled spouses are also encouraged to sign above.

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Joining Fee Agreement

Date 4/11/13

Site # [46]

Address [2 David Dr.

Phone [5085030045

1. Joining Member

I (We), [Gary Booker], hereby agree to purchase one Membership Interest in Hillcrest Mobile Home Tenants Association, Inc., a non-profit corporation under Section MGL c. 180 of the State of MA Statutes.

2. Acceptances and Payment:

please check one:

✓ I (we) have paid have paid our annual fees in the amount of $ 5.00 to the Hillcrest Mobile Home Tenants Association and wish to join the new incorporated association

Or

_____ I (we) are paying the Initial "joining" fee of $5.00 dollars to join the Association

I (We) hereby acknowledge that this initial "joining fee" is not the full amount that shall be required for Membership if/or when the corporation gains title to the park.

The joining fee will be applied as a credit against the membership fee once Membership Fees have been determined by a vote of initial Members.

The joining fee will be subject to refund in the event that the Corporation does not gain title to the park, but only after all debts incurred by the Corporation in determining the feasibility of the acquisition in the initial phase have been paid

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first above written.

Member

Corporate Representative

Member

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Rules of
Hillcrest Mobile Home Tenants Association, Inc.

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:

Hillcrest Mobile Home Tenants Association, Inc.
20 Lisa Drive, Middleborough, MA 02346

Community Manager's Name, Address and Phone Number:

Julie Geren
1931 Woodbury Avenue
Portsmouth, NH 03801
603-793-8644

Emergency Phone Number: 603-793-8644

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 MHTA 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.

First Choice Property Management
Property Management, Rental Services and Real Estate
48 Hamlet Avenue • Woonsocket, RI 02895 • Phone (401) 765-7300 • Fax (401) 762-0142

Gary Booker
2 David Drive
Middleboro, MA 02346

I have made an agreement with First Choice today on behalf on Hillcrest Mobile Home Tenants Association, Inc.. This will be my **FINAL** opportunity to bring my account current. If I fail to do so, I am aware that the Association **will move forward with eviction proceedings.**

1. I understand that my current outstanding balance is- **$1,695.00**
2. I understand and agree to the following payment plan :
   - March 2014- I agree to pay **$100**
   - April 2014- I agree to pay **$100**
   -
   - **Beginning on May 1, 2014 I will make my regular monthly payments of $281 PLUS and additional $250 toward the arrearage**
   - May 2014— I agree to pay **$531.00**
   - June 2014- I agree to pay **$531.00**
   - July 2014- I agree to pay **$531.00**
   - August 2014- I agree to pay **$531.00**
   - September 2014- I agree to pay **$531.00**
   - October 2014- I agree to pay **$531.00**

This agreement will be considered null and void if a payment is not received in the specified month or a partial payment is made. Please be advised that this agreement is NOT valid until it is signed and received by First Choice.

Silvia Iannetta

Gary Booker

PLAINTIFF'S EXHIBIT B

Blumberg No. 5113

You Own, We Manage!

www.FirstChoicePropertyManagementRI.com

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 July 2, 2014

Gary Booker
2 David 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:

2 David 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: $2117.00 (rent due through June 2014)

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

RETURN OF SERVICE

PLYMOUTH,S.S.

Middleboro, Ma.
July 2, 2014
1:30pm

I, this date, July 2, 2014 served the within **Notice To Quit** by leaving a 'TRUE COPY ATTEST' thereof at the last & usual place of abode of Gary Booker. One copy for Gary Booker.

The said service was made at 2 David Drive, Middleboro, Ma. in said Plymouth County. Afterwards on the same day I did mail first class a 'TRUE COPY ATTEST' to the above mentioned address. One copy for Gary Booker.

Robert Tirrell, Constable,
Disinterested Person

Statement

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

Date
8/12/2014

To:
Gary Booker
2 David Drive
Middleboro, MA 02346

Amount Due	Amount Enc.
$1,866.00	

Date	Transaction	Amount	Balance
12/31/2013	Balance forward		571.00
01/01/2014	INV #111. Due 01/01/2014.	281.00	852.00
02/01/2014	INV #209. Due 02/01/2014.	281.00	1,133.00
03/01/2014	INV #442. Due 03/01/2014.	281.00	1,414.00
03/03/2014	INV #531. Due 04/02/2014.	20.00	1,434.00
03/27/2014	CREDMEM #631. Credit late fee per e-mail 3/27/14 - with attorney	-20.00	1,414.00
04/01/2014	INV #543. Due 04/01/2014.	281.00	1,695.00
04/03/2014	INV #634. Due 05/03/2014.	20.00	1,715.00
04/17/2014	PMT #8236.	-200.00	1,515.00
05/01/2014	INV #648. Due 05/01/2014.	281.00	1,796.00
05/05/2014	INV #738. Due 06/04/2014.	20.00	1,816.00
06/01/2014	INV #748. Due 06/01/2014.	281.00	2,097.00
06/03/2014	INV #837. Due 07/03/2014.	20.00	2,117.00
06/25/2014	PMT #9112.	-500.00	1,617.00
06/25/2014	PMT #9101.	-31.00	1,586.00
07/01/2014	INV #854. Due 07/01/2014.	281.00	1,867.00
07/02/2014	PMT #3399.	-500.00	1,367.00
07/02/2014	PMT #3400.	-31.00	1,336.00
07/09/2014	CREDMEM #951.	-60.00	1,276.00
07/28/2014	PMT #4936.	-531.00	745.00
07/31/2014	INV #1051. Due 07/31/2014. Legal Fees / March - July 15, 2014	840.00	1,585.00
08/01/2014	INV #960. Due 08/01/2014.	281.00	1,866.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	1,121.00	281.00	281.00	183.00	$1,866.00

NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, September 29, 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 Hillcrest Mobile Home Tenants Association, Inc. for a Certificate of Eviction of **William Kupchun** 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 Stewart
Stephen J. McKinnon

☐ **Private party responsible for payment**

☒ **Town responsible for payment**

Please provide Selectmen's office with amount due.

Advertiser #300074

Publish: September 4, 2014

CRANBERRY CAPITAL
OF THE WORLD

Phone: 508-946-2405
Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

September 25, 2014

William Kupchun
19 Gerald Drive, #88
Hillcrest Mobile Home Park
Middleboro, MA 02346

Dear Mr. Kupchun:

As you are aware, the Board of Selectmen, in its capacity as the Middleborough Rent Board, has scheduled a public hearing on the Application of Eviction submitted on behalf of Hillcrest Mobile Home Tenant's Association by its attorney, Adam Bond.

As we discussed by telephone, this office has received your note of 9/3/14 indicating that you have a prior commitment that evening and are unable to attend.

Although you have indicated to me that you are available on 10/27/14, as an alternative date, I remind you that the hearing will begin on 9/29/14 at 8 pm. It will be the Rent Board's decision to conduct the hearing that night or to continue it to another date, such as 10/27/14.

Therefore, you are encouraged to attend the hearing scheduled for 9/29/14, if at all possible.

If you have any questions, please contact the Selectmen's office.

Thank you.

Sincerely,

Jackie Shanley, Executive Assistant
BOARD OF SELECTMEN

xc: Adam Bond, Esquire

Sept 03 2014

Gentlemen
I regret to inform
you that I am unable
to be at the Sept 29 2014
hearing due to a prior
commitment
Thank You
M. P. Kupchuk
19 Gerald Dr #88
Middlebow Mn
02346

LAW OFFICE OF ADAM M. BOND

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

August 12, 2014

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

Re: Hillcrest Mobile Home Tenants' Association v. William Kupchun

Honorable Board:

Enclosed for your consideration regarding our request for a Certificate of Eviction concerning William Kupchun, 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 Lease with William Kupchun;
4. A copy of the Rules and Regulations of Hillcrest Mobile Home Park;
5. A copy of the 30 day Notice to Quit with a Return of Service; and
6. A breakdown of the current arrears sought, exclusive of attorney fees.

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.

Tenant: William P. Kupchun

Proposed bases for eviction:

Pursuant to a Member Occupancy Agreement (Ex. A) executed by Tenant, William P. Kupchun, he is obligated to pay lot rent, but has failed to pay his lot rent in the amount of $1,789.50 as of the date of this filing. Ex. B Tenant has previously appeared before this Board for arrears, and we submit that he is a chronic non-payment issue.

On July 2, 2014, William P. Kupchun was served with a 30 day Notice to Quit for non-payment, and such service was performed by a Constable, as set forth in the attached return of service.

Accordingly, we respectfully request that the Rent Board issue to Owner a Certificate of Eviction for William P. Kupchun and any and all others occupying the premises of 19 Gerald Drive, Middleborough, MA 02346.

Under the pains and penalties of perjury,

Hillcrest Mobile Home Tenants Association, Inc.
By: Frank [illegible], President

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

Dated: August 12, 2014

Hillcrest Mobile Home Tenants Association, Inc.

Member Occupancy Agreement

Address: 196 GERALD DR #88

This Agreement, made and entered into at Middleborough, Massachusetts, Commonwealth of Massachusetts this _____ day of _____, 20__, by and between Hillcrest Mobile Home Tenants Association, Inc. a non-profit cooperative corporation organized under the laws of the Commonwealth of Massachusetts, having its principal place of business at 48 Hamlet Avenue Woonsocket, RI, Tel. #401-765-7300, (hereinafter called the "Corporation"), and

_____

[signature] (names) (hereinafter called the "Member") of 196 Gerald DR. #88 (street address of lot) Middleborough, Massachusetts, being in said Community.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as Hillcrest Mobile Home Park, (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation, the Bylaws, and the Community Rules of the Corporation and is familiar with their terms; and

WHEREAS, the Member has a bona fide intention to reside in the Community, and to continue such residence during Membership; and

WHEREAS, the Member has paid or agrees to pay the Membership Fee of One Hundred Dollars ($100); and will receive a Certificate of Membership in the Corporation once the fee has been paid in full; and

WHEREAS, the Corporation and the Members deem it to be in their mutual interest to commemorate the Membership and rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

Article 1 - Premises: The Corporation leases to the Member and the Member leases from the Corporation the lot known as
Lot #88

Hillcrest Mobile Home Park, Middleborough, Massachusetts, (hereinafter called the "Lot") in the Community.

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Article 2 - Term: Upon payment of the rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Corporation, and the Community Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, Member shall provide thirty (30) days' written notice to the Corporation.

Article 3 - Lot Rent: The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of $281 for Member's owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Corporation, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the Bylaws, with a sixty (60) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a late payment fee, set by the Board of Directors (but not exceeding 5%) for Lot Rent received after the 30th day of each month. All such late fees as well additional costs allowed by this agreement shall be considered additional rent hereunder.

The lot rent includes all current taxes on the land of the Association, and the per-unit, per month fee of Twelve dollars ($12.00) payable to the Town of Middleborough.

While Middleborough DOES NOT now tax the home owned by Member, IF the town should ever assess and tax individual homes in the community, the Member agrees to timely pay those assessed against the manufactured housing unit owned by the Member. (If the Corporation, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Member's unit, the Members shall promptly reimburse the Corporation). Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's lien for unpaid rents. The Corporation reserves the right to secure a lien on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Corporation.

Article 4 – Unpaid Rents: Member (and Member's spouse signing this agreement for these purposes, if not as a Member) recognizes that the Association has a lien under Massachusetts law for payment of lot rent and advances as provided by this agreement or by statute.

Article 5 - Membership Fee: The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Corporation; the payment plan agreed to in the Membership Agreement is hereby incorporated into this Occupancy Agreement.

Article 6 - Refunds: The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law, the Corporation's Bylaws, or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

Article 7 - Member's Further Obligations and Covenants: The Member shall abide by the terms and conditions of MGL c. 140 § 32A through S, this Agreement, and the Articles

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of Incorporation and Bylaws of the Corporation, and Community Rules of the Corporation now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable Community Rules and Bylaws in effect at the execution of the Occupancy Agreement. The Member is also informed that a copy of the Massachusetts Attorney General's regulations regarding conduct of Manufactured Homes Communities is posted in the office of the Corporation.

The Member further agrees to participate "Cooperatively" in the operation and management of the Corporation by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, Resident Homeowners, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Corporation; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules.

The Member shall be responsible for all maintenance and repair of the lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system, such as water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member is responsible for all repairs and maintenance (but not replacement except if the replacement is due to the negligence of the Member) of any aboveground fuel-Storage Tank (AST) on Member's lot.

The Member may do substantial landscaping of their sites after complying with all enforcement rules on digging and obtaining the Association's prior written approval, which shall not be unreasonably withheld or delayed. Any damage due to negligence is the responsibility of the Member. This rule does not prevent Members from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, other plantings, and trimming of over-hanging limbs. The Member, in removing Member-installed plants, shall restore the site to its original landscaped condition.

The Member should carry homeowner's insurance including general liability insurance; however, because the Corporation in not able to effectively monitor that the homeowner's insurance coverage is current, it is the Member's responsibility to keep it current.

Article 8 - Corporation's Covenants: The Corporation shall comply with all duties set forth under the law, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, Bylaws or Community Rules, as they now exist and as they may be later amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Corporation agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order; to plow and maintain roads providing ingress and egress between the Community and the public road, to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Community and the Corporation's finances, including the payment of liability insurance and property taxes on the land; to duly report the significant and material doings and undertakings of the directorship to the Membership, and any special meetings that may be

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called from time to time; to provide copies of annual audit of the Corporation's finances; and not to discriminate against the Member in the provision of any services it is required to provide.

Article 9 - Eviction: The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules or for any reason specified by statute, all as they now exist or as they may hereafter be amended from time to time. The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified in the Bylaws, as it now exists and as it may hereafter be amended from time to time. For this reason, all Notices to Quit for Nonpayment of Rent may be accompanied by a notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

Article 10 - Sublease: The Premises may be sublet to a third party only in the event of extreme and temporary hardship, as determined by the Board of Directors and upon such terms and for such time periods as it deems appropriate in its sole discretion and sets forth in writing.

Article 11 - Limitation on Right to Make On-Site Sale: The Member acknowledges the application of the resale limitations and restrictions of Article IV of the Bylaws as may be amended from time to time and agrees to abide and comply therewith, including the following:

A. Any 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 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. The proposed homebuyer shall complete an application for residency and provide evidence of financial ability to pay the rent and other charges associated with ownership of the unit and meet the approved creditworthiness and criminal criteria as determined by the directors from time to time. An application shall be acted upon within ten (10) days of receipt by the Corporation Board of Directors and any such failure to act shall be deemed an approval of the application.

C. If the Corporation is owed money by the Member or the Member is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by that Member for the sale of his/her/their Home to a new buyer, but may insist that the consent or transfer

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documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's Home for those amounts due and owing the Corporation. The documents shall only be recorded upon payment to the Corporation of all outstanding balances due to the Corporation.

Article 12 - Invalidity: If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

Article 13 - Waiver: Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

Article 14- Notices: Whenever the provisions of law or the Corporation Bylaws require Notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

Article 15 - Representations Not Binding: No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

Article 16-Incorporation of Articles of Incorporation, Community Rules, Bylaws and Corporation Resolution: The Articles of Incorporation, the Bylaws, all Corporation resolutions, and its duly adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation and the Members. The adopted Community Rules pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Resident Homeowner.

Article 17- Attorneys' Fees and Costs: In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the Member must pay all legal fees and costs incurred by the Corporation, subject to the last sentence of this paragraph. These fees and costs will be paid by the Member, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with any appeal filed by the Member. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the Member in accordance with this document and the Community Rules. The Corporation shall be liable for such fees in the event the Member prevails in any such action.

In the event a legal action is commenced against the Corporation by a Member, if the Member prevails, the Member shall be entitled to costs incurred in such action, including legal fees (except if the Corporation is found to have contested the action in good faith), and

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Non- titled spouses must sign to acknowledge interest of Corporation in the case of delinquent rent.

Spouse:

Signed_____

Printed _____

Witness to all signatures:

Signed: _____

Printed Name: John Cormier

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

Corporation Officers:

By: _____

Name:

Title: President

Hillcrest Mobile Home Tenants Association, Inc.
Its duly authorized Officer

By: _____

Name: Mary L Kear

Title: Secretary

Members:

Signed X _____

Printed Name: William P. Kupchick

Signed: _____

Printed Name: _____

Signed: _____

Printed Name: _____

Titled Members must sign above. Untitled spouses are also encouraged to sign above.

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Rules of
Hillcrest Mobile Home Tenants Association, Inc.

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:

Hillcrest Mobile Home Tenants Association, Inc.
20 Lisa Drive, Middleborough, MA 02346

Community Manager's Name, Address and Phone Number:

Julie Geren
1931 Woodbury Avenue
Portsmouth, NH 03801
603-793-8644

Emergency Phone Number: 603-793-8644

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 MHTA 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.

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 July 2, 2014

William Kupchun
19 Gerald 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:

19 Gerald 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: $909.50 (rent due through June 2014)

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

RETURN OF SERVICE

PLYMOUTH,S.S.

Middleboro, Ma.
July 2, 2014
1:25pm

I, this date, July 2, 2014 served the within **Notice To Quit** by leaving a 'TRUE COPY ATTEST' thereof at the last & usual place of abode of William Kupchun. One copy for William Kupchun.

The said service was made at 19 Gerald Drive, Middleboro, Ma. in said Plymouth County. Afterwards on the same day I did mail first class a 'TRUE COPY ATTEST' to the above mentioned address. One copy for William Kupchun.

Robert Tirrell, Constable,
Disinterested Person

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

Statement

Date
8/12/2014

To:
William Kupchun
19 Gerald Drive
Middleboro, MA 02346

Amount Due	Amount Enc.
$1,789.50	

Date	Transaction	Amount	Balance
12/31/2013	Balance forward		1,052.50
01/01/2014	INV #162. Due 01/01/2014.	281.00	1,333.50
01/13/2014	PMT #3548.	-204.00	1,129.50
01/31/2014	INV #325. Due 03/02/2014. Membership Fee	100.00	1,229.50
01/31/2014	CREDMEM #326. Credit for Membership Fee Previously paid	-100.00	1,129.50
02/01/2014	INV #260. Due 02/01/2014.	281.00	1,410.50
02/05/2014	PMT #5694.	-281.00	1,129.50
03/01/2014	INV #494. Due 03/01/2014.	281.00	1,410.50
03/03/2014	INV #533. Due 04/02/2014.	20.00	1,430.50
03/06/2014	PMT #7959.	-281.00	1,149.50
04/01/2014	INV #595. Due 04/01/2014.	281.00	1,430.50
04/03/2014	INV #637. Due 05/03/2014.	20.00	1,450.50
04/07/2014	PMT #0674.	-281.00	1,169.50
05/01/2014	INV #700. Due 05/01/2014.	281.00	1,450.50
05/05/2014	PMT #3350.	-281.00	1,169.50
05/05/2014	PMT #7960.	-300.00	869.50
05/05/2014	INV #740. Due 06/04/2014.	20.00	889.50
06/01/2014	INV #800. Due 06/01/2014.	281.00	1,170.50
06/03/2014	INV #839. Due 06/03/2014.	20.00	1,190.50
06/10/2014	PMT #6122. HarborOne Bank	-281.00	909.50
07/01/2014	INV #906. Due 07/01/2014.	281.00	1,190.50
07/03/2014	INV #945. Due 07/03/2014.	20.00	1,210.50
07/14/2014	PMT #7796.	-281.00	929.50
07/31/2014	INV #1050. Due 07/31/2014. Legal Fees/ March - July 15,2014	840.00	1,769.50
08/01/2014	INV #1012. Due 08/01/2014.	281.00	2,050.50
08/04/2014	INV #1053. Due 08/04/2014.	20.00	2,070.50
08/06/2014	PMT #0472.	-281.00	1,789.50

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	1,141.00	301.00	321.00	26.50	$1,789.50

WARRANT FOR SPECIAL TOWN MEETING

Middleborough, Massachusetts

To: Joseph Perkins, Acting Police Chief, or any of the
Police Officers of the Town of Middleborough

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn all the inhabitants of said Town, qualified to vote in Town affairs, to meet in the **Auditorium of the Middleborough High School**, on **Monday, October 6, 2014 at 7:00 P.M.**, to act on the following articles:

ARTICLE 1. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account, or other available source to supplement and/or adjust departmental budgets for Fiscal Year 2015, or act anything thereon.

ARTICLE 2. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, an existing appropriation or account, or other available source for unpaid bills from prior years, or act anything thereon.

ARTICLE 3. To see if the Town will vote to raise and appropriate and/or transfer a sum of money of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account, or other available source to fund sick leave buy-backs, or act anything thereon.

ARTICLE 4. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, to be placed into the Stabilization Fund, or act anything thereon.

ARTICLE 5. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, to be placed into the Other Post-Employment Benefits Liability Trust Fund, or act anything thereon.

ARTICLE 6. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source to fund one or more collective bargaining agreements, or act anything thereon.

ARTICLE 7. To see if the Town will vote to raise and appropriate and /or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source for the purpose of reimbursing Town employees and retired Town employees and other persons enrolled in the Town's non-Medicare health insurance plans for some of the increases in health insurance HMO and PPO co-payments paid by said employees and retirees and other persons in excess of the amounts of such co-payments applicable during Fiscal Year 2012, and to pay any related costs, or act anything thereon.

ARTICLE 8. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to repair the roof at the Town Hall Annex, or act anything thereon.

ARTICLE 9. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation of account or other available source or by borrowing to replace intercom systems and to purchase two mini-buses for the School Department, or act anything thereon.

ARTICLE 10. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source or by borrowing to purchase computers, servers, monitors, printers, and related hardware and software for various Town departments, or act anything thereon.

ARTICLE 11. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to purchase four new mechanized trash collection/recycling vehicles and new trash/recycling carts for the Trash Disposal Department, or act anything thereon.

ARTICLE 12. To see if the Town will vote to appropriate $25,000,000 to pay costs of rehabilitating and constructing additions to the Water Pollution Control Facility, including, but not limited to, the employment of professionals and equipping and furnishing said building and all other costs incidental and related thereto, and to meet this appropriation to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow $25,000,000 of said sum under General Laws Chapter 44, or any other enabling authority and issue bonds or notes of the Town upon such terms as the Treasurer and the Board of Selectmen shall determine, or act anything thereon.

ARTICLE 13. To see if the Town will vote to transfer $1,900,000 from the Wastewater Enterprise Unreserved/Retained Earnings account for all relevant and necessary expenses associated with the design and financing of the upgrade to the Water Pollution Control Facility for the Wastewater Department, and rescind $1,500,000 of the the borrowing authorized under Article 15 of the 2013 Annual Town Meeting, or act anything thereon.

ARTICLE 14. To see if the Town will vote to transfer $1,750,000 from the Water Enterprise Unreserved/Retained Earnings account for all relevant and necessary expenses associated with the design and construction of a well, well pumping station and associated improvements at the Mizaras Well Site for the Water Department, and rescind the borrowing authorized under Article 18 of the 2014 Annual Town Meeting, or act anything thereon.

ARTICLE 15. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing for the Department of Public Works for all relevant and necessary expenses associated with new stormwater activities required by the EPA/DEP, or act anything thereon.

ARTICLE 16. To see if the Town will vote to appropriate a sum of money from the Historic Resources Reserve of the Community Preservation Fund to fund a portion of the Massachusetts Archaeological Society's rehabilitation and preservation project at the Robbins Museum of Archaeology; said funds to be expended under the direction of the Community Preservation Committee; or act anything thereon.

Sponsored by the Community Preservation Committee

ARTICLE 17. To see if the Town will vote to appropriate $75,000 from the Open Space Resources Reserve of the Community Preservation Fund and $150,000 from the Budgeted Reserve Fund Balance of the Community Preservation Fund to assist in the purchase of the Oliver estate; said funds to be expended under the direction of the Community Preservation Committee; or act anything thereon.

Sponsored by the Community Preservation Committee

ARTICLE 18. To see if the Town will vote to use some of the funds, received by the Town from the trust fund established under Clause Nineteenth C – VII of the will of Frederick S. Weston in connection with the Frederick Weston Memorial property, for the purchase of additional park or forest areas, to appropriate from said funds $40,000 for such purposes and to authorize the Board of Selectmen to purchase that part of the Oliver Estate property, so-called, located on and off the westerly side of Plymouth Street in Middleborough and shown as Lot 2867 and Lot 2098 on Middleborough Assessors Map 041 which is designated by the Board of Selectmen as park and/or forest area using the sum so appropriated to pay part of the purchase price, or act anything thereon.

ARTICLE 19. To see if the Town will vote to amend the Zoning By-law as follows:

Amend Section 8.2.7 (3) (j.) WRPD Z2 – Special Permit Uses – by deleting "Any use that will render impervious more than 15% but not more than 25% of any lot is prohibited, but" from the first sentence and replacing it with "Any use that will render any lot more than 25% impervious is prohibited. Alterations resulting in more than 15% but less than 25% impervious area" or act anything thereon.

ARTICLE 20. To see if the Town will vote to authorize the Board of Selectmen to enter into and execute on behalf of the Town a tax agreement, as authorized by MGL Chapter 59, section 38H, with NextSun Energy LLC with respect to annual payments in lieu of real and personal property taxes for a term of up to twenty years relative to a solar energy system with an AC-rated capacity of up to two and one half (2.5) megawatts, to be installed on different parcels of land owned by David Fisher, Gid Fisher and Lorraine Truelson, and located at 154 Purchase Street, Gid Circle and River Street respectively, or act anything thereon.

ARTICLE 21. To see if the Town will vote to authorize the Board of Selectmen to enter into an agreement with the Southeastern Massachusetts Law Enforcement Council to increase the capability of the Middleborough Police Department to protect the lives, safety and property of people within the cities and towns that are signatories to the agreement, or act anything thereon.

ARTICLE 22. To see if the Town will vote to transfer the care, custody, management and control of property on the westerly side of Thompson Street (Route 105) shown as Lot 4933 on Assessors Map 24 and as Lot #2 on a plan recorded in the Plymouth County Registry of Deeds in Plan Book 54, Page 492 containing 12.54 acres more or less to the Conservation Commission for the purpose of leasing the property, and to authorize the Conservation Commission to lease the property for agricultural, horticultural, farming and/or forestry use(s) consistent with a conservation restriction to which the property is subject, or act anything thereon.

ARTICLE 23. To see if the Town will vote to amend the Litter by-law adopted under Article 8 of the Town Meeting held on March 7, 1927 by adding the following section –

Section 2:

Whoever violates Section 1 of this by-law shall be punished by a fine of Two Hundred Dollars ($200.00) for each violation.

or act anything thereon.

ARTICLE 24. To see if the Town will vote to accept Fernway Estates as a unfinished subdivision in the town of Middleborough, which includes Fernway and Look Out Circle as a Town way as laid out and to authorize the Selectmen to acquire by eminent domain, or by gift, the fee in the way and related easements as shown on the road layout plan entitled "Roadway As-Built in Middleborough, MA, Fernway Estates Subdivision, Fernway and Look Out Circle" prepared by Outback Engineering, and any related easements, or act anything thereon.

By Petition

Given, under our hands at Middleborough, this 8th day of September, 2014.

ALLIN FRAWLEY

LEILANI DALPE

JOHN M. KNOWLTON

DIANE STEWART

STEPHEN J. MCKINNON

BOARD OF SELECTMEN

Pursuant to the instructions contained in the above warrant, I have notified and warned all Inhabitants of said Town of Middleborough, qualified to vote as expressed in said Warrant, to meet at the time and place for the purpose specified by causing an attested Copy of the same to be published in the Middleboro Gazette on the **18th day of September, 2014**, that date being more than fourteen days before the time specified for said meeting.

Joseph Perkins, Acting Police Chief