

**HEARINGS, MEETINGS, LICENSES**

**9-8-15**

**PROCEDURE – RENT CONTROL HEARING –APPLICATION FOR CERTIFICATE  
OF EVICTION**

**HILLCREST MOBILE HOME TENANT’S ASSOCIATION, INC.**

**Robert & Beverly Capeau**

1. Chairman opens hearing
2. Chairman asks Executive Assistant to read into record the notice of hearing
3. Chairman makes introductory remarks as to purpose of hearing and what procedures will be followed:
  - (a) The Rent Board (the “Board”) received an application from **Hillcrest Mobile Home Tenant’s Association, Inc.** The tenant’s association is sometimes hereafter referred to as the “applicant”.
  - (b) The Board will hold a hearing to determine the facts regarding **non-payment of rent** and determine whether a **Certificate of Eviction** is warranted, proper and consistent with law.
  - (c) The hearing will be conducted under the Informal/Fair Hearing Rules 801 CMR 1.02. Interested parties and their representatives who want to participate in the hearing shall sign an appearance sheet. After witnesses are sworn, the parties/representatives will be allowed to make an opening statement. Parties who have appeared and their witnesses will be allowed to testify. The Board will introduce its exhibits. Applicants and their witnesses will then testify and be subject to questions by the Board and cross-examination by the tenants or their representative/attorney. After completion of testimony of the applicants and their witnesses and questioning/cross-examination, the tenants and tenant witnesses will testify subject to questioning by the Board and cross-examination by the applicants or their attorney or representative. Exhibits of the applicants or tenants may be introduced through witnesses.
  - (d) Following completion of testimony, the Board will hear argument/summations from the tenants or its representative/attorney and the applicants or their representative/attorney. The Board will then take the matter under advisement and render a decision in writing with notice of the decision to parties or representatives/attorneys who have appeared. Parties may submit a memorandum or brief to the Board in writing within two (2) weeks after the hearing is concluded (with copies to be served on all parties who have appeared).

## HEARING

1. Brief Recess for parties/representatives to sign Party Appearance Sheet, hearing to resume when Chairman calls hearing back into session.
2. Chairman administers oath to all persons who intend to testify:

Chairman: Witnesses all rise and raise your right hands.

Chairman: (referring to prospective witnesses states) - Do you swear that the testimony you are about to give shall be the truth, the whole truth and nothing but the truth, so help you God?

### ORDER OF HEARING:

3. Opening Statements by Applicants/representative and tenants/representative.
4. Chairman introduces into evidence as part of the record certain Board exhibits – Chairman identifies exhibits – Board Clerk/Secretary marks Board exhibits B-1, B-2, etc.
5. Applicants/witnesses testify – make statements or answers question from representative.
6. Chairman/Board may ask questions of Applicants/witnesses.
7. Tenants/representative may cross-examine Applicants/witnesses.
8. Tenants' witnesses testify – make statements or answer questions from representative.
9. Chairman/Board may ask questions of tenants' witnesses.
10. Applicants/representative may cross-examine tenants' witnesses.
11. Closing Arguments/summation
  - Tenants/representative
  - Applicants/representative
12. Chairman states Board will take matter under advisement – Chairman announces Board will make a decision and notify the parties in writing of the decision; also states that parties may submit written argument/briefs to the Board on issue(s) within two (2) weeks – copies to be served by mail on all other parties/representatives).

**NOTE:** Motion to approve a rent increase should include contingency that rent increase will be effective only upon completion of sale of the Park to Hillcrest Mobile Home Tenants Association, Inc.

*within 2 months after sale*



### NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, August 24, 2015 at 8:30 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 **Robert & Beverly Capeau** 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

\* Continued to 9.8.15 @ 7:30pm.

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

**APPLICATION FOR CERTIFICATE OF EVICTION**

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

**Owner:** Hillcrest Mobile Home Tenants Association, Inc.

**Tenants:** Robert and Beverly Capeau

Bases for eviction:

As demonstrated by the documents attached hereto, pursuant to a Member Occupancy Agreement, dated October 26, 2013, Tenants Robert and Beverly Capeau are obligated to pay lot rent, but have failed to pay lot rent. Robert and Beverly Capeau have failed to abide by the Member Occupancy Agreement, and are currently in arrears in the amount of \$1,232, as of July 1, 2015.

On May 4, 2015, Robert Capeau and Beverly Capeau were served with a 30 day Notice to Quit for non-payment by Certified Mail, Return Receipt Requested. Beverly Capeau signed the Return Receipt on May 7, 2015.

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

Under the pains and penalties of perjury,



Hillcrest Mobile Home Tenants Association, Inc.  
By: Francis X. Cuddy, 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: July 6, 2015

Hillcrest Mobile Home Tenants Association, Inc.

Membership Agreement

Date 10-26-2013

Member Address/Lot# 2 Lisa Dr. - Lot 34

1. Agreement to become a Member

I (We), Beverly Capeau  
(hereafter "Joining Member"), hereby agree to purchase One Membership Share in the Hillcrest Mobile Home Tenants Association, Inc., a Massachusetts non-profit corporation, formed under Section 180 /Section 157b of Massachusetts General Laws.

2. Acceptance and Payment

All memberships are subject approval by the Association. I (We) agree to pay the Membership Fee of One hundred dollars (\$100) dollars for the Membership Share as follows:

- ~~\$5~~ paid at signing of this document,
- \$25 Paid at or before closing
- \$ \$75 Balance remaining, which I promise to pay

paid \$5.00  
25.00 11/24/2013  
30.00 PAID

Said Balance of \$75, without interest, until paid, in consecutive **minimum** monthly installments of Five Dollars (US \$ 5.00) on the first day of each month beginning the month after Closing, until the entire Membership Fee is fully paid, except that any remaining Membership Fee, if not sooner paid, shall be due and payable no later than 24 months following Closing.

**This Promise to Pay has no penalty if paid off sooner. Before closing, all funds received shall be held in escrow by the Cooperative Development Institute. At closing, they will go to the general fund of the Association. If closing does not take place, they will be returned to the Member in full within 30 days.**

This Membership Fee is refundable in the event that Hillcrest Mobile Home Tenants Association, Inc. does not purchase Hillcrest Mobile Home Park.

Failure to make the full and punctual payment of any amount due under or of any late charges is a default.

Hillcrest Mobile Home Tenants Association, Inc.

Member Occupancy Agreement

Address: Lot 34 2 Lisa DR  
Middleboro, MASS  
023

This Agreement, made and entered into at Middleborough, Massachusetts, Commonwealth of Massachusetts this 26<sup>th</sup> 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

Beverly Caprau  
\_\_\_\_\_ (names) (hereinafter

called the "Member") of 2 Lisa DR, Middleboro, (street address  
MASS-02346 Lot 34  
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 34

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

**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 30<sup>th</sup> 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

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 is 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

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

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

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.

b

**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): Beverly Capeau

Telephone: 508-947-4190

**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:

DONALD Capeau  
73 Wareham St.  
Middleboro, MASS  
02346

1-508-947-5948

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

**Corporation Officers:**

By: John Cormier

Name: JOHN CORMIER

Title: PRESIDENT

**Hillcrest Mobile Home Tenants Association, Inc.**

Its duly authorized Officer

By: Frank Rudy

Name: Frank Rudy

Title: Board

**Members:**

Signed: Beverly Capeau

Printed Name: Beverly Capeau

Signed: Beverly Capeau

Printed Name: Robert Capeau

Signed: Robert Capeau

Printed Name: Robert Capeau

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

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

**Spouse:**

Signed *Robert R. Caprau*

Printed Robert Caprau

**Witness to all signatures:**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### **5.3 Special Meetings of the Membership**

- A. Special meetings of the Membership may be called by (i) the President on his or her own initiative; (ii) the Board of Directors on its own initiative; or (iii) by the Secretary of the Corporation upon petition of at least one tenth (1/10) of the Members which would constitute a quorum of a meeting of Members. Such Member petition may be delivered to the Secretary (or in the event the Secretary is unable or unwilling to call such a meeting, then by any other officer upon receipt of such petition which officer shall call a special meeting). The Board shall set the date, place and time of the Special Meeting, to be held within 30 days after it initiates such meeting or within 30 days of receipt of such demand, as the case may be.
- B. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date. Business at a Special Meeting of the Membership is limited to the Scope of the Notice Provided. Absentee Ballots, witnessed by a director, are allowed as provided under 6.3 (D) only if a specific question is being asked of members at a special meeting, and if it is included in the Scope of Notice.

## **ARTICLE VI Board of Directors**

### **6.1 Number and Term of Directors**

- A. The Board of Directors shall consist of a 9 (nine) Members who are in good standing with the Corporation.
- B. Directorships will not be denied to any person on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, children, ancestry, marital status, veteran history, public assistance reciprocity, or mental or physical handicap. To be eligible to serve as a Director, an individual must be a resident homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Corporation.
- C. All Directors shall serve for a term of two years, except that at the first election, the President and Vice President (but not the President and Treasurer in same year) will be elected for one-year terms, or until their successors are duly chosen. No Director may serve for more than three consecutive two-year terms.
- \* D. No more than one individual from each Member household may serve on the Board of Directors at any given time.

### **6.2 Election of Directors**

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

1. If initiated by the Board of Directors: a majority vote of the Board of Directors, or
  2. If initiated by a Membership Petition: after the Board of Directors receives a written petition requesting the proposed removal, signed by at least 10% of the Membership.
- B. Said Notice shall clearly advise that, once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
- C. The notice shall state the date, time and place of the meeting where said vote will be taken.
- D. If the members' petition for removal of a Director does not state that the vote to remove is requested for the next Regularly Scheduled Meeting, or if the Board of Director lacks time to give the required Notice to the Director to be removed before the next Regular meeting, then the Board of Directors shall take said Petition for Removal to also be a request for a Special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding Special Meetings, and shall set the date, place and time of the Special Meeting, to be held within 30 days after receipt of such Petition. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than 10 days in advance of the meeting date.

#### **¶ 6.6 Vacancies**

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

#### **6.7 Compensation**

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

### **ARTICLE VII Officers**

#### **7.1 Roster of Officers**

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

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

## **10.2 Disbursement of Funds**

- A. All checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two of these three officers: President, Treasurer, Secretary. No more than one individual from each Member household may have signing authority.
- B. Any decisions that may commit expenditures of two thousand dollars (\$2,000), or more of Corporation resources per Fiscal year, that does not appear in the approved annual budget, shall be made by the Membership at an Annual or special meeting of the Members. Capital Improvement and Replacement Reserve expenditures that exceed three thousand dollars (\$3,000) per Fiscal year require the approval of the Membership except in cases of emergency repairs. The Board shall notify the Membership of such an emergency action at the next regular or special meeting of the Membership.

## **10.3 Ethics, Procurement and Conflict Of Interest**

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

## **10.4 Records**

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

## **10.5 Inspection of Books and Records**

- A. Records of the Corporation shall be open to the inspection of any Member at a reasonable time and place within 72 hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including but not limited to financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.
- B. The Treasurer will make the Annual Financial Statements available to the Board within three months after the end of the fiscal year.

## **10.6 Fiscal Year**

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

Joining Member

Beverly Capeau 508-947-4190  
Members(s) Current Address and Telephone Number

2 Lisa Dr. Middleboro, MASS.  
02346

The Corporation may, at its option exercisable in its sole and absolute discretion by notice to Joining Member at any time during the existence of a default, declare immediately due and payable the entire Membership Fee due and payable in full.

The remedy of Corporation for a default is to declare that the Joining Member is not in Good Standing under the Bylaws of the corporation and the Corporation therefore may revoke the Membership of the Joining Member for non-payment, as provided under said Bylaws.

Presentment for payment, demand, notice of dishonor, protest, and notice of protest, stay of execution and all other suretyship defenses to payment generally are hereby waived by Joining Member, and by any surety, guarantor and/or endorser of this Promise to Pay. No extension or indulgence or release of collateral granted from time to time shall be construed as a novation of this Promise to Pay or as a waiver of the rights of Corporation herein.

This Promise to Pay shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

If the Corporation does not accept this Membership Agreement in its sole discretion, then all the Corporation's rights and responsibilities as well as my rights and responsibilities will terminate, and I (we) will receive back all money that I (we) have paid to the Corporation for this Membership Interest, with the exception of my (our) pro rata share of Joining Fees expended by the corporation.

### **3. Membership Shares**

I (We) understand that the major purpose of Membership is to permit the residents of the community to democratically manage and control our manufactured housing Community. Upon acceptance of this agreement, I (we) understand that I (we) will enjoy all rights of membership as long as I (we) remain current in my (our) obligations. I (We) understand that as a member(s), I (we) have a responsibility to participate in the management of the Corporation. I (We) agree to abide by the Corporation's Bylaws and Community Rules.

I (We) understand and agree that the value of our Membership Share, and the right to sell or transfer the Membership Share, and other legal rights relating to the Membership Share, will be governed by the Articles of Incorporation and the Bylaws of the Corporation, as determined by the Corporation's Board of Directors and Membership.

#### 4. Subordination

I (We) understand and agree that any rights created by this Membership Agreement are subject and subordinate to any mortgages or debts encumbering the Corporation's property at any time.

#### 5. No Assignment

I (We) understand and agree that the Membership Agreement, Membership Share, and all rights created by such cannot be transferred, assigned, or given away to any other person or entity, except as specified in the Bylaws and as determined by the Corporation's Board of Directors and Membership.

#### 6. Default by Joining Member

If I (we) default in any of the obligations in this Agreement, and the default continues for more than 30 days after notice from the Corporation, then, at the option of the Corporation, I (we) will lose the rights under this Agreement, and the Corporation may retain refund Membership Fees paid in accordance with its rights under the Bylaws of the Corporation.

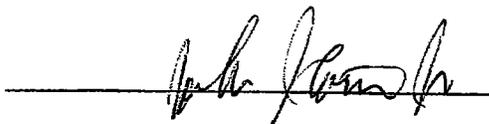
If I (we) decide to move out of the unit and, therefore, withdraw from Membership, this shall not be judged a default. The Board of Directors shall have the power to purchase the Membership Share Interest for the amount paid toward the Membership, and shall approve a new Membership Agreement for that Membership Share.

#### 7. No Other Representations

All understandings and agreements made between the Corporation and the Subscriber(s) are contained in this Membership Agreement and the Corporation's Articles of Incorporation, Bylaws, Rules and Policies. No other representations, oral or written, shall be considered a part of this Agreement. This Membership Agreement cannot be changed except in writing, and approved by the Corporation's Board of Directors and the Members.

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

  
Joining Member



### Membership Fee Payment Schedule

<b>Total Membership Fee</b>	<b>Minimum Paid Upon Signing Membership Agmt.</b>	<b>Minimum Paid At of Before Closing (25%)</b>	<b>Balance Paid Within 24 mos. after Closing</b>	<b>Monthly Pmt. Required to Complete within 24 mos.</b>
<b>\$100</b>	<b>\$5</b>	<b>\$25</b>	<b>\$75</b>	<b>\$5.00</b>
<b>\$200</b>	<b>\$5</b>	<b>\$50</b>	<b>\$150</b>	<b>\$6.25</b>
<b>\$500</b>	<b>\$5</b>	<b>\$125</b>	<b>\$375</b>	<b>\$15.63</b>
<b>\$1,000</b>	<b>\$5</b>	<b>\$250</b>	<b>\$750</b>	<b>\$31.25</b>

**Joining Fee Agreement**

Date 7/2/2013

Site # 34

Address 2415A DR

Phone 1-508-947-4190

1. Joining Member

I (We), Robert R Capra, 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.

Robert R Capra  
Member

[Signature]  
Corporate Representative

\_\_\_\_\_  
Member

**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 from 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      May 4, 2015

Robert & Beverly Capeau  
2 Lisa Dr.  
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:

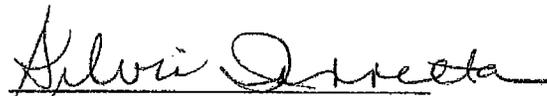
2 Lisa Drive  
Middleboro, MA 02346

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: \$596.00 (rent due through May 31, 2015,)**

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



By: Silvia Iannetta  
First Choice Property Management

For the Board of Directors  
Hillcrest MMC

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7014 3490 0001 1487 1116

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

5/5/15

Sent To CAPEAN  
 Street & Apt. No., or PO Box No. 2 LISA DR  
 City, State, ZIP+4 17110001

PS Form 3800, July 2013

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>[Signature]</u> C. Date of Delivery <u>5/7/15</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><u>Beverly + Robert</u>  <u>CAPEAN</u>  <u>2 Lisa Dr.</u>  <u>Middleboro, MA</u>  <u>02346</u></p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number                      (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7014 3490 0001 1487 1116</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

**Certified Mail service provides the following benefits:**

- A Certified Mail receipt (this portion of this Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service® for a specified period.

**Important Reminders:**

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, you may request the following services:
  - Return receipt service, which provides you with a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece; include applicable postage to cover the return receipt service fee; and endorse the mailpiece "Return Receipt Requested," or see a retail associate for assistance. For an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt, present this USPS®-postmarked Certified Mail receipt to the retail associate, who will provide a duplicate return receipt for no additional fee.
  - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent. Include applicable postage to cover the restricted delivery fee and endorse the mailpiece "Restricted Delivery," or see a retail associate for assistance.
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

PS Form 3800, July 2014 (Reverse) PSN 7850-02-000-0047

UNITED STATES POSTAL SERVICE  
BROCKTON MA 023

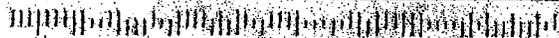


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Permit No. G-10

07 MAY 2015 PM 2.1

• Sender: Please print your name, address, and ZIP+4 in this box.

First Choice Property Management  
48 Hamlet Ave  
Woonsocket, RI 02895



# Statement

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

Date
5/4/2015

To:
Robert & Beverly Capeau 2 Lisa Drive Middleboro, MA 02346

		Amount Due	Amount Enc.
		\$616.00	
Date	Transaction	Amount	Balance
12/31/2014	Balance forward		300.00
01/01/2015	INV #1485.	298.00	598.00
	--- Lot Fee \$298.00		
01/05/2015	PMT #1866.	-598.00	0.00
02/01/2015	INV #1586.	298.00	298.00
	--- Lot Fee \$298.00		
02/04/2015	PMT #0133.	-298.00	0.00
03/01/2015	INV #1683.	298.00	298.00
	--- Lot Fee \$298.00		
03/04/2015	PMT #6637.	-70.00	228.00
03/05/2015	PMT #6636.	-298.00	-70.00
03/10/2015	INV #1765.	70.00	0.00
	Membership Fee		
	--- Membership Equity \$70.00		
04/01/2015	INV #1783.	298.00	298.00
	--- Lot Fee \$298.00		
05/01/2015	INV #1880.	298.00	596.00
	--- Lot Fee \$298.00		
05/04/2015	INV #1959.	20.00	616.00
	--- Late Fee \$20.00		
<b>CURRENT</b>			
	<b>1-30 DAYS PAST DUE</b>		
	<b>31-60 DAYS PAST DUE</b>		
	<b>61-90 DAYS PAST DUE</b>		
	<b>OVER 90 DAYS PAST DUE</b>		
	<b>Amount Due</b>		
20.00	298.00	228.00	70.00
			0.00
			\$616.00

# Statement

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

Date
7/1/2015

To:
Robert & Beverly Capeau 2 Lisa Drive Middleboro, MA 02346

		Amount Due	Amount Enc.
		\$1,232.00	
Date	Transaction	Amount	Balance
12/31/2014	Balance forward		300.00
01/01/2015	INV #1485.	298.00	598.00
	--- Lot Fee \$298.00		
01/05/2015	PMT #1866.	-598.00	0.00
02/01/2015	INV #1586.	298.00	298.00
	--- Lot Fee \$298.00		
02/04/2015	PMT #0133.	-298.00	0.00
03/01/2015	INV #1683.	298.00	298.00
	--- Lot Fee \$298.00		
03/04/2015	PMT #6637.	-70.00	228.00
03/05/2015	PMT #6636.	-298.00	-70.00
03/10/2015	INV #1765.	70.00	0.00
	Membership Fee		
	--- Membership Equity \$70.00		
04/01/2015	INV #1783.	298.00	298.00
	--- Lot Fee \$298.00		
05/01/2015	INV #1880.	298.00	596.00
	--- Lot Fee \$298.00		
05/04/2015	INV #1959.	20.00	616.00
	--- Late Fee \$20.00		
06/01/2015	INV #1980.	298.00	914.00
	--- Lot Fee \$298.00		
06/03/2015	INV #2062.	20.00	934.00
	--- Late Fee \$20.00		
07/01/2015	INV #2081.	298.00	1,232.00
	--- Lot Fee \$298.00		
CURRENT			Amount Due
298.00	1-30 DAYS PAST DUE 318.00	31-60 DAYS PAST DUE 20.00	61-90 DAYS PAST DUE 298.00
			OVER 90 DAYS PAST DUE 298.00
			\$1,232.00