

**Hillside Estates Community Rules**  
**As of 10/1/2018**

**A Resident-Owned Community**  
**owned and operated by**  
**Heritage Association, Inc.**

We wish to welcome you to our community. It is our intention to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of the residents *and* the Association; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

### ***The Board of Directors***

#### Heritage Association's Contact Information

Heritage Association, Inc.

PO Box 1005, Warren, MA 01083

Mailing Address

672 Bemis Road, Warren, MA 01083

Community address

#### Heritage Association's Property Manager's Contact Information

Premier Property Management Services, LLC

113 Elm St, Suite 102, Enfield, CT 06082

860-523-0157

Emergency: 800-536-0697

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These rules use the terms, “Association,” “Property Manager,” and the “Board of Directors” to refer to the owner(s), the operator(s), and/or the manager of the community.

### **1. Retirement Community**

Hillside Estates is a retirement community for residents aged 55 years of age or older. In order to qualify as a resident of this community, at least one member of each household must be 55 years of age or older at the time of application.

### **2. Application for Tenancy**

- a.** Any person intending to establish tenancy in this community (the “applicant”) must first fill out an application with the Board of Directors in advance. The approval process must be completed after the initial sales agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved or denied by the Board of Directors, and the Board of Directors shall consent to entrance by the applicant and members of the applicant’s household, if the applicant and the members of his or her household meet the currently enforceable rules of the community, the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question and meets the Board of Directors approved Applicant Screening Policies and Procedures. The Board of Directors and Property Manager shall have 10 calendar days to consider each completed 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.
- b.** All applicants must join the Heritage Association and intend to reside in the community.

### **3. Registration**

Upon approval of the application for tenancy in the community, all residents in the community must register with the Board of Directors. This registration requirement applies to all persons who intend to reside in the community, with the exception of guests who remains less than 90 days in any 12-month period.

Guests who remain in the community in excess of 90 days in a 12-month period must apply for tenancy in accordance with the policies of the Board of Directors.

### **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 to the Massachusetts Disclosure Requirements Form (“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 Association shall make available for resident inspection a copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), or in the area where the Community Rules are posted.

- c. Such Written Disclosures and Community Rules shall be signed and delivered by the Association through its Board of Directors 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

The due date for payment of rent is on the first day of the month, and if not received by the fifteenth day following, will be recorded as received after the due date. Any fees which may be imposed either for late payments (30 days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

## 6. The Home Site

A rented site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; two personal motor vehicles; and ancillary structures or areas, such as: patio areas, decks, porches, sheds, carports, or garages.

## 7. Occupancy

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

## 8. Common Areas

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

## 9. Utilities

- a. **Association's Responsibility:** The Association 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 gas, oil, and electricity, 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 Board of Directors that he or she has/ have obtained proper permits and complied with all applicable electrical or other safety codes.
- f. Tampering with Utilities: Tampering with meter boxes and utility services is not permitted.
- g. Disposal of Wastes: The community's utilities and sewage 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 products, baby diapers, baby wipes, adult diapers, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.

#### **10. Satellite Dishes**

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the Board of Directors, which approval shall not be unreasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with respect for the safety and view of neighbors.

#### **11. Maintenance of the Community Roadways, and Other Common Areas**

The Association 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 Association 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 Association 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. Residents are discouraged from leaving water 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 and/or other watering devices in accordance with schedules which reflect local ordinances and water bans and are changeable from time to time. Such schedules shall be posted in common areas.

#### **14. Garbage and Rubbish Collection and Disposal**

- a. The Association shall be responsible for the final removal of residents' ordinary household garbage and rubbish. Once per week, curbside pickup is provided. The day of the week shall be posted in a public area. Residents shall use the bins required and supplied by the disposal company.
- b. All residents shall store garbage and trash inside the home or shed until the day 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 Association 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 by: a). during community clean up days, when the Board of Directors has arranged pick up of yard waste and dead brush or b). by the resident, at their expense, outside of the community.
- 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, skirtings, 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, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.
- b. Maintenance of Site: All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawns and shrubs should be kept mowed and trimmed to prevent them from appearing overgrown.
- c. Repairs to the Home or Site by the Association: If the home's exterior does not comply with any enforceable community rule, the Board of Directors / Property Manager may notify the resident in writing that: specific work is required to bring the home or site into compliance with such rule, and the Association 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 10 days of receipt of such notice, the Association 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 prior written approval of the Board of Directors, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the Board of Directors reasonable proof of such approval by the local building inspector. The Board of Directors 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 include: All requirements listed in this rule.

## **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 Association:** With regard to landscaping — such as plants, trees or shrubs — that the Association has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the prior written approval of the Board of Directors. In addition, no trees planted by the Association shall be trimmed without the permission of the Directors. 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 the Board of Directors prior written approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other 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 number for Dig Safe is (888) DIG-SAFE (344-7233) or you may visit Dig Safe online at [www.digsafe.com](http://www.digsafe.com). The Board of Directors must be given written notice of the appropriate Dig Safe clearance numbers and clearance dates prior to starting any digging. All excavation shall be done by persons licensed to do such work and such persons must provide the Association evidence of suitable liability and workers compensation insurance prior to commencement of excavation. 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 Association, 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 (including workers compensation insurance) in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the Board of Directors upon request.

## **20. Soliciting**

Except for such suppliers engaged or about to be engaged by residents and/or the Property Manager and/ or the Board of Directors, other commercial vendors are prohibited from soliciting and peddling within the community.

## **21. Storage**

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

## **22. Fire Safety**



Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks — such as fireplaces, wood stoves, and other equipment involving open fires — they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. Residents are required to provide the Board of Directors and/ or Property Manager with a copy of applicable permits prior to installation and usage. 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. Association's Right of Entry**

The Association, through its Board of Directors and/or Property Manager may enter onto a tenant's site in case of emergency that threatens the safety or property of the tenant or others. The Board of Directors and/or Property Manager 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 Board of Directors and/or Property Manager must provide reasonable advance notice before entering onto the site. The Board of Directors and/or Property Manager 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.

### **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 will 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 may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance.
- d.** Interference with TV and Radio Reception: Interference from short wave or CB equipment or similar device is not allowed. This rule applies to any activity 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 is prohibited within the community area. The use of fireworks in the community is prohibited.
- f. The use of trampolines is prohibited.
- g. The use of pools is prohibited, with the exception of wading pools, which are defined as not deeper than 6 inches nor wider than 4 feet. Residents shall carefully attend to pools filled with water, and obey all local ordinances regarding open pool safety and regulations, including, at all times, adult supervision of children using the pool. When not in use, all pools must be properly emptied of water and stored inside.

## **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 on weekends and holidays between the hours of 8am and 2pm. Residents must request approval by the Board of Directors to hold yard sales; and such permission shall not be unreasonably withheld or delayed.

## **26. Pets**

All pets must be properly licensed and immunized (including rabies shots per the town of Warren), if so required by the local municipality. Residents with pets shall submit documentation of licensure and immunization to the Property Manager upon request. All residents must disclose to the Association ownership of any pets that go outside.

Residents are permitted only two outdoor pets. 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. Excluding cats, whenever a pet is outside your home, it must be reasonably restrained at all times, by either a leash or other reasonable restraint. The pet owner is responsible for cleaning up after his or her pet. If the pet owner violates this rule, the Association may take whatever steps are permitted by law to have the pet removed from the community.

Feral cats are not pets, and residents are strongly discouraged from feeding or otherwise encouraging the presence of feral cats.

## **27. Vehicles and Parking**

- a. Two Personal Motor Vehicles Per Site: Residents may park up to two personal motor vehicles at their site. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8,600 pounds, with two or more axles.
- b. Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles on the street, as long as they do not interfere with the

safe passage of emergency vehicles and snow plows 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.
- d. **Other Vehicles:** Boats, trailers, motor homes, recreational vehicles, and commercial vehicles over 8,600 pounds may be kept in the community only if the Board of Directors provides permission and a storage area for such purposes.
- 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.

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

## **29. Repair of Vehicles**

- a. **Major Repairs:** Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community if such work may involve 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 no 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 Association 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 Property Manager 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**

- a. **Health and Safety Regulations:** Anyone using the clubhouse, 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. Rules for such areas shall be posted and/or made available to all residents and their guests in conspicuous related areas. Such rules shall be reasonable

and in accordance with applicable law and, where necessary, are subject to the same review provisions as that for the Community Rules.

- 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**

This is a Resident-Owned Community where ownership of the home is of paramount importance. Thus, subleasing of sites is not allowed except in cases of hardship as defined in the Bylaws of this community and applied by the Board of Directors. All proposed subtenants must submit applications for residency, described previously in Rule 2. All proposed subtenants will be approved as long as they provide the Property Manager 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 Board of Directors approve a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.

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

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the Board of Directors and Property Manager at least 30 days before the intended sale, lease or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by Rule 2. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized.

#### **a. For sales of homes:**

- i. **The letter will contain** the broker's name, telephone number, and address;
- ii. The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement;
- iii. The Association will conduct an inspection of the lot to assess any damage to the home site. The seller and buyer will be informed of any damage for which the homeowner is responsible.

#### **b. For removal of homes:**

- i. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;
- ii. A copy of the local permit to remove must be given to the Property Manager prior to removal;
- iii. After removal, the lot is to be cleaned of any trash, debris, and hazards (e.g., stairs falling apart, outbuildings in disrepair, broken glass). Any damage done to landscaping, utilities or driveways must be promptly repaired and any holes in the ground must be filled in so that the site is rendered in a clean and safe condition by the homeowner.
- iv. The homeowner must provide the Property Manager with a copy of proof of insurance and license for all contractors and sub-contractors prior to the commencement of any removal.

**c. For homes to be moved in:**

- i. The Board of Directors requires written approval from the Property Manager of all new and used homes prior to delivery, such approval not to be unreasonably withheld;
- ii. The Board of Directors reserves the right to inspect and view any used home before moving into the community to confirm that it meets aesthetic, size standards and applicable code requirements of the community;
- iii. If required by local, state or federal regulations, the home must first be approved by the regulating authority for compliance with state and local code requirements;
- iv. The home and all associated installation work must meet all state and local building and health code requirements;
- v. The homeowner must provide the Association with a copy of the applicable local permits for installation of the home, the license of each contractor installing the home and connecting it to utility services, and proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.

**33. Broker for Sales of Homes**

Homeowners who sell their homes may sell their homes directly, or use any broker of their choosing.

**34. For Sale Signs**

Homeowners may place signs in their homes or on their sites which 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, the Association may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The Association may enforce such a lien by bringing a civil action under M.G.L. c. 255, § 25A, to have the property sold to satisfy the debt.

**36. Replacement of Manufactured Home**

If a tenant intends to replace his or her home with one of like dimensions, he or she shall obtain the approval of the Association 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 Board of Directors and Enforcement of Community Rules**

In any matter which requires the approval of the Board of Directors or Property Manager, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the Association, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The Association 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 10 days, unless another time period is provided in an enforceable rule or applicable law.

### **38. Complaints**

All complaints should be handled in accordance with the Board of Directors approved Association Community Rules Enforcement Policy. 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 guidelines of the Association Bylaws. At least 75 days before the effective date of any new rules or changes to existing rules, the Board of Directors or other volunteers will both conspicuously post in the bulletin board at the entrance, and provide the residents with a copy of all the Community Rules and any changes to the Community Rules. The Board of Directors will attach to these copies of the rules or changes to the rules the attached notice entitled “Important Notice Required by Law.” 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.

Hillside Estates Community Rules  
As of 10/1/2018

The foregoing is a true and accurate account, attested by,

  
Dennis Morel, Secretary

## IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth above govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the Attorney General and the Director of Housing and Community Development and either a copy of the approvals thereof by the Attorney General and said director or a certificate signed by the owner stating that neither the Attorney General nor said director has taken any action with respect thereto within the period set forth in Paragraph (5) of Section 32L of Chapter 140. This notification must be furnished to you at least 30 days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given 15 days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

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

Any group of more than 50% of the tenants residing in the manufactured housing community has certain rights under Section 32R of Chapter 140, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than 50% of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the Consumer Protection Division of the Attorney General's Office.

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as Hillside Estates and located at 672 Bemis Road, Warren, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on \_\_\_\_\_ (date).

\_\_\_\_\_ (tenant name)