Heritage Association, Inc.

Application for Membership Packet ~ Cover Sheet

Enclosed you will find the following documents:

1. Letter to Applicants
2. Current Board Members
3. Living in a Resident-Owned Community
4. **Application for Membership**
5. Summary of Rights Under FCRA
6. **Bylaws/ Community Rules/ Occupancy Agreement Acknowledgement Form**
7. **Consumer Authorization and Release Form**
8. **Pet Registration – when applicable**
9. Member Interest Questionnaire
10. Community Rules (Heritage)
11. Written Disclosures (Heritage)
12. Community Rules (Hillside)
13. Written Disclosures (Hillside)
14. Cooperative Bylaws
15. Member Occupancy Agreement
16. Selling the Home- Homeowner Responsibilities

NOTE:

- The seller and the realtor should be given copies of document #15
- Items in **BOLD** must be returned with the Application.
- Applications that are not filled out completely will be returned to the applicant(s), with a **Notice of Adverse Action**. Applications are considered "complete" only if the items listed in the Letter to Applicants have been received.

For more information, see the enclosed "Letter to Applicants."

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Letter to Applicants
Heritage Association, Inc.
A Resident-Owned and Operated Community

Thank you for interest in our community. We hope you consider joining us as resident owners. We strive to maintain a positive and well-kept community.

About the Community

- ✓ This is a people-oriented community, we help each other
- ✓ Good roads, water lines and septic
- ✓ Conveniently located for natural beauty, employment, and shopping
- ✓ Clean and well maintained
- ✓ Strong sense of community
- ✓ Members (you) create and live by the Community Rules. Please read them before you join.
- ✓ We have a family-aged section and a 55-and-older section

About the Application Process

- ✓ Complete the Application.
- ✓ Return it fully completed to our Management Company at:
  - **Premier Management**
- ✓ Include **all** of the requested documentation, including:

1. **Application for Membership**
2. **Consumer Authorization and Release Form**, completed by all applicants 18 years of age or older.
3. A **copy of photo identification** for each applicant 18 years of age or older. **Community Rules/Bylaws/Occupancy Agreement** Acknowledgment Form
4. **Proof of income,** including the previous 1 month's (4 week's) pay-stubs and the previous year's Federal Income Tax Returns, proof of Social Security and/or SSD income, annuities and/or proof of any other sources of income.
5. **Pet Registration**, if applicable.

Please note that incomplete applications will be returned to the Applicant, along with a Notice of Adverse Action.

- ✓ Attend an interview with the Membership Committee.
- ✓ Await approval by the Association's Board of Directors.
- ✓ Complete applications will be processed within ten (10) calendar days. Applicants are notified of their acceptance or denial in writing.

After you are approved, before you may move in

- ✓ Pay your $100 Membership Fee (this one-time fee is fully refundable when you sell your home, less any outstanding fees owed to the Association).
- ✓ Execute the Occupancy Agreement, with all household members listed.
- ✓ Pay your first monthly lot rent of $400.

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After you move in

- ✓ Learn how the Association works; attend a board meeting.
- ✓ Sign up to participate on a committee.
- ✓ Get to know your neighbors- you are now part of the community!

If you have questions, please call Premier Management.

He/she can be reached at _____(email) or by calling _____

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Heritage Association, Inc
Officers and Board of Directors as of 2/25/2019

President, member of Membership Committee
Herbert Kingston
53 Heritage Drive
herbyjean@comcast.net
413-436-8212

Vice-President, member of Maintenance Committee and Rules Enforcement Committee
Richard Gelinas
53 Constitution Avenue
NO EMAIL
413-436-5174

Treasurer, Chairwoman of Finance Committee and Membership Committee
Gail Lavallee
13 Yankee Drummer Drive
ladyhawke45@comcast.net
413-436-5891

Secretary
Dennis Morel
30 Constitution Avenue
dennismorel@comcast.net
413-436-8475

Board of Directors

Mike Augeri, Chairman of the Maintenance Committee and Bylaws and Rules Committee
5 Constitution Avenue
mvaugeri@comcast.net
413-436-5750

Carrie Chapa member of Finance Committee and Rules Enforcement Committee
1 Independence Lane
carriechapa2012@aol.com
413-285-6306

Dan Galley, member of Maintenance Committee
12 Presidential Circle
dlg800vn@hotmail.com
508-514-4593

Cynthia March, Chairwoman of Social Committee
48 Heritage Drive
goguencynthia@yahoo.com
413-406-4641

Mercedes Vezina, member of Social Committee
49 Constitution Avenue
mvezina0103@comcast.net
413-436-8688

Resident-Owned Community Living

Living in a Resident-Owned Community ("ROC") is different from living in an investor-owned park. This type of community living is unique – homeowners in ROCs are not simply tenants in a park, they are *members* of a ROC and *owners* of a business. As a ROC member it is important for you to understand that:

- The ROC is a nonprofit organization incorporated under applicable Massachusetts laws. It is owned by its members. Individual homeowners do not own the land underneath their homes; the ROC does. Despite its nonprofit status, the ROC is run much like a business.
- The ROC has member-approved Bylaws, which spell out how the business is governed.
- The ROC is democratically governed by a one-member, one vote system. Each member (that is, each household), has equal decision-making authority.
- New homeowners moving into the community are required to become members, binding them to the Bylaws and Community Rules and enter into an Occupancy Agreement, which is the tenancy agreement with the ROC. The Occupancy Agreement also refers to and is subject to the Bylaws and Community Rules.
- Members elect a Board of Directors to carry out the day-to-day tasks of running a business. The Board then appoints committees to take on other tasks.
- Members have control over big decisions, such as carrying charges (rent), approving the annual budget, electing a Board and amending the Bylaws or Community Rules.
- Members can be expelled from the ROC (which is *different* than being evicted from the community) for obstructing the management of the ROC. This is a serious matter and not to be taken lightly – members who are expelled typically lose voting and other privileges.

The Board, officers and the appointed committee members must adhere to the ROC's Bylaws and Community Rules, as well as to state and federal laws. They are also ROC members, and are accountable to their fellow members. They must run the ROC in a fair, consistent, democratic and businesslike manner.

ROC membership has rewards, rights and responsibilities. The strength of a ROC is directly related to the participation and commitment of its members. By participating in the ROC, members can help reduce costs, build a vibrant neighborhood, and grow as

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leaders. Participation includes everything from baking brownies for the annual community barbecue to operating the well system, from an hour a month to a two-year commitment on the Board of Directors.

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Heritage Association, Inc.

Application for Membership

All information must be filled out completely. Incomplete applications will be returned to the applicant(s). If a question does not apply, place "n/a" in the space provided. Please print all information legibly.

Applying for: _____ (Address)

Current owner: _____

Applicant: _____

Co-applicant: _____
(if more than two applicants, please ask for an additional application)

Name(s) on Title: _____

Current address: _____(street)

_____ (city, state, zip)

Home phone: _____ Work phone: _____

Length of time at this address: _____

Current landlord: _____ Phone: _____

If less than three (3) years at current address, list previous addresses:

Address (street, city, state, zip):

_____

Landlord_____ Phone: _____

Address (street, city, state, zip):

_____

(continued)

Landlord_____ Phone: _____

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Applicant employer: _____ Phone: _____

Address: _____

Co-applicant employer: _____ Phone: _____

Address: _____

Please list all *monthly* income to be considered towards payment of lot rent:

Applicant income:		**Co-applicant income:**	
Income amount	$_____	Income amount	$_____
Income amount	$_____	Income amount	$_____
Income amount	$_____	Income amount	$_____
Total monthly income	**$**_____	**Total monthly income**	**$**_____

Anticipated monthly expenses:

Mortgage(s): _____ **Car Payment(s):** _____

Electric: _____ **Auto Insurance:** _____

Cable/Internet: _____ **Homeowners Ins.:** _____

Heat: _____ **Phone(s):** _____

Other: _____

Number of persons who plan to occupy home _____

Are you or any members of your household required to register as a sex offender?

☐ Yes ☐ No

Please list three personal (not professional) references who can speak to your likelihood to pay your rent in a timely manner, obey the community rules and be a good Association member. References may not include relatives.

1. Name: _____ Phone: _____

Relationship: _____

2. Name: _____ Phone: _____

Relationship: _____

(continued)

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3. Name: _____ Phone: _____

Relationship: _____

Please read the following information before signing this application:

To join Heritage Association, I/we are aware that a Membership Fee of $100 must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out except under extraordinary circumstances as determined by the Association. IF AGE-RESTRICTED LOT, as defined in the community rules: I/we understand that at least one household member must be aged 55. I/we understand that this application in no way guarantees my/our acceptance into the Association. I/we authorize the Association to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless the Association, its contracted Property Manager, and its employees and/or tenants, from any action arising from these inquiries.

The Association does not discriminate based on age, sex, race, religious creed, color, marital status, familial status, physical or mental handicap, blindness, hearing impairment, ancestry, receipt of public assistance, veteran status or membership in the armed forces, children or national origin or due to that person's sexual orientation in the approval of its members.
If any information in this application is found to be false, this is immediate grounds for denial of membership.

Disclaimer: I/we understand that should I/we be accepted as a member of the Association, misrepresentation of information on this Application for Membership may be grounds for member expulsion, according to the Association Bylaws. Such expulsion would result in the loss of membership. Loss of membership/expulsion would result in the loss of voting privileges, loss of member credit toward rent, and may lead to eviction. By signing this application, I/we attest that this is accurate and true information to the best of my/our knowledge.

Applicant signature: _____Date: _____

Co-applicant signature: _____ Date: _____

NOTE: Applications that are incomplete, illegible and/or are not accompanied by the proper documentation will be returned to the applicant(s) and considered as NOT having applied for tenancy in a manufactured housing community relative to 940 C.M.R. 10.01(2).

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A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus that gather and sell information about your creditworthiness to creditors, employers, landlords, and other businesses. The FCRA gives you specific rights, which are summarized below. You may have additional rights under state law. For more information, go to www.ftc.gov/credit, or write to: Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

You must be told if information in your file has been used against you. Anyone who uses information from a consumer reporting agency to deny your application for credit, insurance, or employment – or take another adverse action against you – must tell you and give you the name, address, and phone number of the agency that provided the information.

You can find out what is in your file. At any time, you may request and obtain your report from a consumer reporting agency. You will be asked to provide proper identification, which may include your Social Security number. In many cases the report will be free. You are entitled to free reports if a person has taken adverse action against you because of information in a report; if you are the victim of identify theft; if you are the victim of fraud; if you are on public assistance; or if you are unemployed but expect to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit bureaus and from some specialized consumer reporting agencies. See www.ftc.gov/credit for details about how to obtain your free report.

You have a right to know your credit score. Credit scores are numerical summaries of a consumer's creditworthiness based on information from consumer reports. For a fee, you may get your credit score. For more information, click on www.ftc.gov/credit. In some mortgage transactions, you will get credit score information without charge.

You can dispute inaccurate information with the consumer reporting agency. If you tell a consumer reporting agency that your file has inaccurate information, the agency must take certain steps to investigate unless your dispute is frivolous. For an explanation of dispute procedures, go to www.ftc.gov/credit.

Inaccurate information must be corrected or deleted. A consumer reporting agency or furnisher must remove or correct information verified as inaccurate, usually within 30 days after you dispute it**.** However, a consumer reporting agency may continue to report negative data that it verifies as being accurate.

Outdated negative information may not be reported. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need as determined by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

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Identity theft victims and active duty military personnel have additional rights. Victims of identity theft have new rights under the FCRA. Active-duty military personnel who are away from their regular duty station may file "active duty" alerts to help prevent identity theft. For more information, visit www.ftc.gov/credit.

Your consent is required for reports that are provided to employers. A consumer reporting agency may not give out information about you to your employer, or potential employer, without your written consent. Blanket consent may be given at the time of employment or later.

You may choose to remove your name from consumer reporting agency lists for unsolicited credit and insurance offers. These offers must include a toll-free phone number you can call if you choose to take your name and address off lists in the future. You may opt-out at the major credit bureaus by calling 1-888-567-8688.

You may seek damages from violators. If a consumer reporting agency, a user of consumer reports, or, in some cases, a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them in state or federal court.

The FCRA gives several federal agencies authority to enforce the FCRA:

TO COMPLAIN AND FOR	PLEASE CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission CRA Consumer Response Center - Washington, DC 20580 1-877-382-4367 (Toll-Free)
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision 800-842-6929 Consumer Programs Washington, DC 20552
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance &mer Consu Washington, DC 20429 Affairs 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management 202-366-1306 Washington, DC 20590
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator GIPSA - Washington, DC 20250 202-720-7051

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

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Heritage Association, Inc.
Bylaws/Community Rules/Occupancy Agreement
Acknowledgement Form

I/We _____ are applying for membership in Heritage Association, Inc. (the "Corporation"), which is the member-owned cooperative / association operating the Manufactured Home Park Community known as Heritage, as a condition to ownership of the lot located at _____(street address). I/we have received and read a copy of the Corporation's Bylaws, Community Rules governing conduct at Heritage and Occupancy Agreement governing my/our tenancy at the Community.

By signing and dating this form, I/we acknowledge that we understand and will obey the Bylaws, Community Rules, and Occupancy Agreement governing our occupancy of lot _____ and our conduct at Heritage. If I/we do not follow these Bylaws and Rules, I/we understand that this could be grounds for expulsion from membership and/or eviction from the Community.

By signing and dating this form, I/we acknowledge that I/we understand and will obey the Bylaws, Community Rules, and Occupancy Agreement of Heritage Association, Inc.

By signing and dating this form, I/we acknowledge that we have been duly 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.

Applicant signature: _____ Date: _____

Co-applicant signature: _____ Date: _____

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Heritage Association, Inc.
Consumer Authorization and Release

(Please print clearly)

Applicant _____ ___ _____
First MI Last

Social Security # ____ - _____ - _____

Date of birth _____ / _____ / _____
mo day year

Current address:
_____

_____ _____ _____
city state zip

How long at this address? _____

Co-Applicant Name _____ ___ _____
First MI Last

Social Security # ____ - _____ - _____

Date of birth _____ / _____ / _____
mo day year

Current address:
_____

_____ _____ _____
city state zip

How long at this address? _____

I/We hereby authorize **Heritage Association, Inc.** to obtain my/our consumer report/credit information, credit risk scores and other enhancements to my/our consumer report (hereinafter collectively referred to as "Report") from one or more of the three national credit reporting repositories (Equifax, Experian, Trans Union) and provide a copy of the Report to:

Heritage Association, Inc. for the purpose of assessing my/our **Application for Membership** in said Association. I/We understand that 'other enhancements' includes conducting a national criminal background check, to which I/We give my/our consent.

This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. § 1681b(a)(2). *(continued)*

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I/WE further authorize the **Heritage Association, Inc.** to contact the references listed on my/our application in order to assess my/our **Application for Membership** in said Association.

I/WE further authorize the **Heritage Association, Inc.** to verify past and present landlord references in order to assess my/our **Application for Membership** in said Association.

It is understood that a photocopy and/or facsimile of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my/our **Membership Application.**

Applicant	Date
Co-applicant	Date

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HeritageAssociation, Inc.

Pet Registration Form

Please fill out one form per pet

Pet owner's name(s) _____

Pet owner's address: _____

Pet owner's phone number: _____

Pet owner's email address:__ _____

Pet's name: _____ Tag #: _____

_____ cat _____ dog

_____ other – specify: _____

Breed: _____ Color: _____

Insurance company: _____ Phone: _____

Account #: _____

Address: _____

Agent: _____

If you are not at home, who can handle this pet?

Name: _____ Phone: _____

Failure to comply with the Community Rules, specifically related to pets, is a breach of your Occupancy Agreement and is sufficient grounds for eviction. C.M.R. § 10.04(10)

The Community Rules, specifically related to pets, will be strictly enforced.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

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Heritage Association, Inc.
Member Interest Questionnaire

In order to fully understand the resources that exist within our members in this community, it is important that we know what it is you like to do. We prefer people volunteer, but sometimes the Board of Directors will ask for assistance. They prefer to ask a person to help out in ways that they know he/she would enjoy.

1. What do you like to do for fun?

2. What skills/talents do you possess?

3. What is your best attribute (if someone else were to describe you as a person, what might they say)?

4. What are you good at doing? (i.e. gardening, building things, leading meeting, etc.)

5. If you were asked to participate in the community, what would you **want** to do?

6. What days and/or times work best for you?

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Please check all interests that you feel comfortable doing (or are willing to learn):

- ☐ Plumbing
- ☐ Water systems
- ☐ Taking Notes
- ☐ Nature Walks
- ☐ Book Club
- ☐ Bookkeeping
- ☐ Working with teenagers
- ☐ Recycling
- ☐ Flower Arrangements
- ☐ Organizing events
- ☐ Crime Watch
- ☐ Baking
- ☐ Board games enthusiast
- ☐ _____
- ☐ Septic Systems
- ☐ Gardening
- ☐ Chess Club
- ☐ Publishing a newsletter
- ☐ Fall/Spring Clean-up
- ☐ Knitting group
- ☐ Filing
- ☐ Carpentry or Wood-working
- ☐ Yard Sales
- ☐ Easy fundraisers (bake sale, etc.)
- ☐ Childcare
- ☐ Making reminder phone calls
- ☐ Grilling

I am interested in learning more about the following roles on the ROC's Board of Directors:

- ☐ President
- ☐ Vice-President
- ☐ Treasurer
- ☐ Member at large
- ☐ Secretary
- ☐ Maintenance /Operations Director

There are many ways for members to have a voice in the community. One great way to get to know your neighbors, as well as to have a say in how things are run, is to join a committee. Please check the committee below which you feel best serves your interests and talents:

- ☐ Membership Committee
- ☐ Finance Committee
- ☐ Social Committee
- ☐ Community Rules Enforcement
- ☐ Maintenance Committee
- ☐ Ad-hoc committees, as needed.

Thank-you for completing this questionnaire. A member of the community will be contacting you shortly about your volunteer interests.

Name (s):_____

Phone :_____

Email: _____

Best time to call:_____

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Heritage Village Community Rules
As of 10/1/2018

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

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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
Fax: 860-741-3317
Email: Info@ppmgmtonline.com

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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. **Community Description**
   Heritage Village is a manufactured housing community that is open to residents of all ages. It was first established in the early 1970s.

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

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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.

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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

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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

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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.

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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. 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

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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.

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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

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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

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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. F**or 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.

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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

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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.

Heritage Village Community Rules
As of 10/1/2018

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

Dennis Morel

Dennis Morel, Secretary

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Heritage Village Written Disclosures
As of 03/19/2019

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

In accordance with Massachusetts state law 940 C.M.R 10.03(4), the community owner/operator must disclose, in writing, all conditions of occupancy to prospective tenants, any existing tenants whose current tenancy is being amended, renewed or extended, and approved sub-tenants. Signed acknowledgement of these written disclosures is required at least 72 hours before the signing of any occupancy agreement or the beginning of a new occupancy.

The owner of the community is a nonprofit corporation controlled by its members who are residents of the community. A list of members of the corporation is available upon request following signing of the lease for the site.

Community Owner's Information

Heritage Association, Inc.
PO Box 1005, Warren, MA 01083 Mailing Address
672 Bemis Road, Warren, MA 01083 Community address

Community Property Manager's Information

Premier Property Management Services, LLC
113 Elm St, Suite 102, Enfield, CT 06082
Phone: 860-523-0157
Fax: 860-741-3317
Email: Info@ppmgmtonline.com
Emergency number: 800-536-0697

Heritage Village Written Disclosures as of 03/19/2019

1. **Site lease and rental terms and fees**
   - **a.** There is a one-time fee of $100 to become a Member of Heritage Association. A person wishing to buy a home in the community or move a home into the community must become a Member of the Association.
   - **b.** A home site, or lot, in the community is leased to the homeowner. The homeowner must sign a Member Occupancy Agreement with the Heritage Association at the time of purchase or placement of a home in the community. The Member Occupancy Agreement provides a perpetual lease for the home site. That is, the lease is in effect for as long as the homeowner wishes to occupy the site. If a Member intends to terminate the lease and Membership, the Member shall provide a thirty day written notice to the Association.
   - **c.** The rental fee for a home site is $400 per month, including the $12 per month license fee to the Town of Warren. The monthly rental fee also includes water, sewer, property tax, household rubbish removal, snowplowing and maintenance of common roadways and areas.
   - **d.** A late charge of $ 20.00 will be assessed on rent for EACH 30 days a payment is late.
   - **e.** A charge of $25.00 will be assessed for all checks returned for insufficient funds.
   - **f.** If more than three checks are returned for insufficient funds, only money orders or registered checks will be accepted in the future.
   - **g.** Please make all checks payable to:

     Heritage Association, Inc.
     PO Box 94766
     Las Vegas, NV 89193-4766

2. **Other fees and charges**
   - **a.** The cost of utilities such as electric, telephone, cable, propane and fuel oil are the responsibility of the homeowner.
   - **b.** At present there is an open area provided for storage behind the Maintenance Building at the south end of Constitution Avenue. Storage in this area is at the tenant's own risk and will require Board approval. The storage area is to be used for RVs, campers, boats, trailers and other designated vehicles that are not allowed to be stored on the home site. Any vehicle that is deemed unsuitable for the home site will result in a letter being sent to the home owner informing the owner of the violation. The owner will have ten days to respond to the letter. If the owner fails to respond by the end of the ten day period, the vehicle cited in the letter will be towed at the owner's expense.
   - **c.** Tenants may be charged a fee for removal of any items or trash other than normal household trash by the usual trash disposal provider.
   - **d.** Vehicles that are leaking or dripping fluids must be promptly repaired. If a resident fails to take corrective action after being properly notified, the resident may be liable

for costs related to the repair of the driveway or roadway and a fine of $1.00 per day as long as the violation exists.

e. Unregistered vehicles, inoperable vehicles and any vehicle parked in violation of any enforceable rule are not permitted on the home site. Any such vehicle on the home site will result in a letter being sent to the home owner informing the owner of the violation. The owner will have ten days to respond to the letter. If the owner fails to respond by the end of the ten day period, the vehicle cited in the letter will be towed at the owner's expense.

f. If a home owner elects to hire the community owner/operator to perform a service, charges for that service will be based on an agreed fee by both parties.

g. If a home owner removes any improvements from the home site during his/her tenancy, or at the completion of tenancy causing damage to the home site, the tenant shall be responsible for repair.

h. Homeowners, if they wish, may contract with the community owner/operator to broker their home for sale. A separate written agreement for this purpose is available and the commission for this service will be no more than 10%.

i. If a home owner fails to maintain the exterior of the home or home site the community owner/operator will provide the tenant with a written notice that describes the recommended repairs to be performed. The written notice will include an estimate of the cost of the recommended repairs. The home owner will have ten days to respond with a resolution. If the tenant does not perform the recommended repairs in the time frame allowed the community owner/operator will notify the home owner in writing that the community owner/operator intends to perform the recommended repairs and charge the tenant the cost of the repairs. See section 15 on Aesthetic Standards for Exterior of the Home and Site in the Community Rules.

j. Disregard of the community rules regarding, for example, two motor vehicles per site or other designated vehicles, or animals not licensed or properly immunized, and any other violations regarding the community rules will result in a fine of $1.00 per day for each violation, after you have been properly notified and given ten days to correct the violation. Any violation that continues for a thirty day period will result in a major violation of community rules and allow for the community owner/operator to take the necessary steps to correct the violation, such as removal from the property and/or to begin eviction proceedings.

k. Home owners and guests are not permitted to park vehicles on the lawn of a home site. It's also not permitted to permanently park vehicles on the roadways of the community. Any vehicle so parked on the home site or on the roadways will result in a letter being sent to the home owner informing the owner of the violation. The owner will have ten days to respond to the letter. If the owner fails to respond by the end of the ten day period, the vehicle cited in the letter will be towed at the owner's expense. Any damage to the lawn will be repaired at the home owner's expense

3. Size and location of the home site, including known defects

The size of the Heritage Village home site is approximately 4500 to 5500 square feet. Each site shall have a paved driveway, approximately 500 square feet, lawn area and shrubs.

No resident shall place any fencing or plantings within one foot of their lot line, and sheds, patios, etc., within five feet of the lot line of another resident's home to protect from damage, allow passage and preserve the quiet enjoyment of all residents.

Any modification(s) of the home site requires a written request describing the modifications be submitted for approval to the Board of Directors. The modifications requiring review include additions or changes for decks, sheds, driveways, ramps and landscaping. The Board will issue its decision within 48 hours of receiving the request.

4. Common areas and facilities, with any restrictions on their use

Community roadways are restricted to licensed drivers, registered motor vehicles, bicycles, wheel chairs and pedestrians. Common areas include guest parking areas, storage areas, common grassy areas, and mailbox facilities. Maintenance building operations are restricted to maintenance personal only, and for safety and insurance reasons, not considered a common area.

5. Utilities

Electrical service is metered to each home site and tenant is responsible for direct payment to the utility company. Propane gas and fuel oil is available separately to each site. Tenants are responsible for selecting and monitoring their fuel provider. Tenants are responsible for direct service and payment to his/her supplier. Telephone, internet service and cable television are directly available to individual homes and tenants are responsible for their choice of these services and direct payment to these companies. All vendors must comply with section 19 of the Community Rules and provide the owner/operator with a satisfactory certificate of insurance. The owner/operator shall provide, maintain and pay for repair of systems for providing electrical, water and sewage disposal, up to the point of connection with each manufactured home.

Tenants may be charged to repair damage to the utility systems if they negligently, or purposely, caused damage to the community's utility systems. Tenants may also be required to pay the cost to upgrade the interior plumbing or wiring systems in their home if required by local officials to ensure the health and safety of residents.

The following are the points of connection that have been maintained over the years.

Electrical:

The point of connection for electrical service is determined to be where the electrical service enters the home. The owner/operator is responsible to maintain the electrical service up to this point of connection.

Water:

The point of connection for providing water is at ground level. The community owner/operator is responsible to maintain the water service up to this point. All homes are furnished with an electrical heat tape that is wrapped around the water pipe from the ground level to the base of the home when the home is originally setup. A receptacle for the

electrical heat tape is factory installed under the home. There may be a switch in the home to turn on the electricity to the receptacle. It is the responsibility of the home owner to maintain the electrical heat tape on the water pipe to prevent freezing during winter months and to make sure that the receptacle is energized. Broken pipes or other damage to the home, due to the lack of proper use of the heat tape on the pipe is the responsibility of the home owner.

There is an above ground shut off valve under the home in the water line connecting to the home. It is the responsibility of the home owner to maintain the valve and be sure that the valve is open or closed depending upon the circumstances. If you need help locating the valve contact someone on the maintenance committee.

Sewer:

The community owner/operator is responsible to maintain the sewer main pipes. However, sewer blockages due to improper disposal of waste (see Community Rules 9-g) are the responsibility of the home owner.

7. Right of First Refusal

The Lessee shall notify the Lessor of intention to sell their home not less than thirty (30) days prior to any sale or public listing for sale. Lessor shall have a right of first refusal for a period not to exceed fifteen (15) days to purchase the home for the full amount of a bona fide third-party offer, and upon acceptance the same terms as such offer. This right shall not apply to sales within the Lessee's family.

8. Abandoned home

If a home remains unoccupied for a thirty day period and the rent has not been paid for a three month period, including the thirty day period, the home will be considered abandoned. The owner/operator may file eviction against the tenant and seek ownership, removal or any other action deemed fit for the circumstances. The home may be removed from the property by the owner/operator and the cost of such removal added to the rent delinquency of the Lessee. The tenant is responsible for all costs incurred by the owner/operator.

9. Eviction

In case of eviction, sheriff fees, certified mailing fees and other fees incurred are charged directly to the tenant when an eviction notice has been filed. Additional charges for administration fees, sheriff fees, court costs, filing fees, and such other costs are charged to the tenant when the eviction process is brought to the Worcester Housing Court for eviction.

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 Heritage Village 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)

Hillside Estates Community Rules
As of 10/1/2018

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

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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
Fax: 860-741-3317
Email: Info@ppmgmtonline.com

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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

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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.

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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

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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

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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.

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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. 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

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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.

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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

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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

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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. F**or 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.

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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

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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

Dennis Morel, Secretary

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Hillside Estates Written Disclosures
As of 03/19/2019

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

In accordance with Massachusetts state law 940 C.M.R 10.03(4), the community owner/operator must disclose, in writing, all conditions of occupancy to prospective tenants, any existing tenants whose current tenancy is being amended, renewed or extended, and approved sub-tenants. Signed acknowledgement of these written disclosures is required at least 72 hours before the signing of any occupancy agreement or the beginning of a new occupancy.

The owner of the community is a nonprofit corporation controlled by its members who are residents of the community. A list of members of the corporation is available upon request following signing of the lease for the site.

Community Owner's Information

Heritage Association, Inc.
PO Box 1005, Warren, MA 01083 Mailing Address
672 Bemis Road, Warren, MA 01083 Community address

Community Property Manager's Information

Premier Property Management Services, LLC
113 Elm St, Suite 102, Enfield, CT 06082
Phone: 860-523-0157
Fax: 860-741-3317
Email: Info@ppmgmtonline.com
Emergency number: 800-536-0697

Hillside Estates Written Disclosures as of 03/19/2019

1. **Site lease and rental terms and fees**
   - **a.** There is a one-time fee of $100 to become a Member of Heritage Association. A person wishing to buy a home in the community or move a home into the community must become a Member of the Association.
   - **b.** A home site, or lot, in the community is leased to the homeowner. The homeowner must sign a Member Occupancy Agreement with the Heritage Association at the time of purchase or placement of a home in the community. The Member Occupancy Agreement provides a perpetual lease for the home site. That is, the lease is in effect for as long as the homeowner wishes to occupy the site. If a Member intends to terminate the lease and Membership, the Member shall provide a thirty day written notice to the Association.
   - **c.** The rental fee for a home site is $400 per month, including the $12 per month license fee to the Town of Warren. The monthly rental fee also includes water, sewer, property tax, household rubbish removal, snowplowing and maintenance of common roadways and areas.
   - **d.** A late charge of $ 20.00 will be assessed on rent for EACH 30 days a payment is late.
   - **e.** A charge of $25.00 will be assessed for all checks returned for insufficient funds.
   - **f.** If more than three checks are returned for insufficient funds, only money orders or registered checks will be accepted in the future.
   - **g.** Please make all checks payable to:

     Heritage Association, Inc.
     PO Box 94766
     Las Vegas, NV 89193-4766

2. **Other fees and charges**
   - **a.** The cost of utilities such as electric, telephone, cable, propane and fuel oil are the responsibility of the homeowner.
   - **b.** At present there is an open area provided for storage behind the Maintenance Building at the south end of Constitution Avenue. Storage in this area is at the tenant's own risk and will require Board approval. The storage area is to be used for RVs, campers, boats, trailers and other designated vehicles that are not allowed to be stored on the home site. Any vehicle that is deemed unsuitable for the home site will result in a letter being sent to the home owner informing the owner of the violation. The owner will have ten days to respond to the letter. If the owner fails to respond by the end of the ten day period, the vehicle cited in the letter will be towed at the owner's expense.
   - **c.** Tenants may be charged a fee for removal of any items or trash other than normal household trash by the usual trash disposal provider.
   - **d.** Vehicles that are leaking or dripping fluids must be promptly repaired. If a resident fails to take corrective action after being properly notified, the resident may be liable

for costs related to the repair of the driveway or roadway and a fine of $1.00 per day as long as the violation exists.

e. Unregistered vehicles, inoperable vehicles and any vehicle parked in violation of any enforceable rule are not permitted on the home site. Any such vehicle on the home site will result in a letter being sent to the home owner informing the owner of the violation. The owner will have ten days to respond to the letter. If the owner fails to respond by the end of the ten day period, the vehicle cited in the letter will be towed at the owner's expense.

f. If a home owner elects to hire the community owner/operator to perform a service, charges for that service will be based on an agreed fee by both parties.

g. If a home owner removes any improvements from the home site during his/her tenancy, or at the completion of tenancy causing damage to the home site, the tenant shall be responsible for repair.

h. Homeowners, if they wish, may contract with the community owner/operator to broker their home for sale. A separate written agreement for this purpose is available and the commission for this service will be no more than 10%.

i. If a home owner fails to maintain the exterior of the home or home site the community owner/operator will provide the tenant with a written notice that describes the recommended repairs to be performed. The written notice will include an estimate of the cost of the recommended repairs. The home owner will have ten days to respond with a resolution. If the tenant does not perform the recommended repairs in the time frame allowed the community owner/operator will notify the home owner in writing that the community owner/operator intends to perform the recommended repairs and charge the tenant the cost of the repairs. See section 15 on Aesthetic Standards for Exterior of the Home and Site in the Community Rules.

j. Disregard of the community rules regarding, for example, two motor vehicles per site or other designated vehicles, or animals not licensed or properly immunized, and any other violations regarding the community rules will result in a fine of $1.00 per day for each violation, after you have been properly notified and given ten days to correct the violation. Any violation that continues for a thirty day period will result in a major violation of community rules and allow for the community owner/operator to take the necessary steps to correct the violation, such as removal from the property and/or to begin eviction proceedings.

k. Home owners and guests are not permitted to park vehicles on the lawn of a home site. It's also not permitted to permanently park vehicles on the roadways of the community. Any vehicle so parked on the home site or on the roadways will result in a letter being sent to the home owner informing the owner of the violation. The owner will have ten days to respond to the letter. If the owner fails to respond by the end of the ten day period, the vehicle cited in the letter will be towed at the owner's expense. Any damage to the lawn will be repaired at the home owner's expense

3. Size and location of the home site, including known defects

The size of the Hillside Estates home site is approximately 6000 square feet. Each site shall have a paved driveway, approximately 500 square feet, lawn area and shrubs. No

resident shall place any fencing or plantings within one foot of their lot line, and sheds, patios, etc., within five feet of the lot line of another resident's home to protect from damage, allow passage and preserve the quiet enjoyment of all residents.

Any modification(s) of the home site requires a written request describing the modifications be submitted for approval to the Board of Directors. The modifications requiring review include additions or changes for decks, sheds, driveways, ramps and landscaping. The Board will issue its decision within 48 hours of receiving the request.

4. Common areas and facilities, with any restrictions on their use

Community roadways are restricted to licensed drivers, registered motor vehicles, bicycles, wheel chairs and pedestrians. Common areas include guest parking areas, storage areas, common grassy areas, and mailbox facilities. Maintenance building operations are restricted to maintenance personal only, and for safety and insurance reasons, not considered a common area.

5. Utilities

Electrical service is metered to each home site and tenant is responsible for direct payment to the utility company. Propane gas and fuel oil is available separately to each site. Tenants are responsible for selecting and monitoring their fuel provider. Tenants are responsible for direct service and payment to his/her supplier. Telephone, internet service and cable television are directly available to individual homes and tenants are responsible for their choice of these services and direct payment to these companies. All vendors must comply with section 19 of the Community Rules and provide the owner/operator with a satisfactory certificate of insurance. The owner/operator shall provide, maintain and pay for repair of systems for providing electrical, water and sewage disposal, up to the point of connection with each manufactured home.

Tenants may be charged to repair damage to the utility systems if they negligently, or purposely, caused damage to the community's utility systems. Tenants may also be required to pay the cost to upgrade the interior plumbing or wiring systems in their home if required by local officials to ensure the health and safety of residents.

The following are the points of connection that have been maintained over the years.

Electrical:

The point of connection for electrical service is determined to be where the electrical service enters the home. The owner/operator is responsible to maintain the electrical service up to this point of connection.

Water:

The point of connection for providing water is at ground level. The community owner/operator is responsible to maintain the water service up to this point. All homes are furnished with an electrical heat tape that is wrapped around the water pipe from the ground level to the base of the home when the home is originally setup. A receptacle for the

electrical heat tape is factory installed under the home. There may be a switch in the home to turn on the electricity to the receptacle. It is the responsibility of the home owner to maintain the electrical heat tape on the water pipe to prevent freezing during winter months and to make sure that the receptacle is energized. Broken pipes or other damage to the home, due to the lack of proper use of the heat tape on the pipe is the responsibility of the home owner.

There is an above ground shut off valve under the home in the water line connecting to the home. It is the responsibility of the home owner to maintain the valve and be sure that the valve is open or closed depending upon the circumstances. If you need help locating the valve contact someone on the maintenance committee.

Sewer:

The community owner/operator is responsible to maintain the sewer main pipes. However, sewer blockages due to improper disposal of waste (see Community Rules 9-g) are the responsibility of the home owner.

7. Right of First Refusal

The Lessee shall notify the Lessor of intention to sell their home not less than thirty (30) days prior to any sale or public listing for sale. Lessor shall have a right of first refusal for a period not to exceed fifteen (15) days to purchase the home for the full amount of a bona fide third-party offer, and upon acceptance the same terms as such offer. This right shall not apply to sales within the Lessee's family.

8. Abandoned home

If a home remains unoccupied for a thirty day period and the rent has not been paid for a three month period, including the thirty day period, the home will be considered abandoned. The owner/operator may file eviction against the tenant and seek ownership, removal or any other action deemed fit for the circumstances. The home may be removed from the property by the owner/operator and the cost of such removal added to the rent delinquency of the Lessee. The tenant is responsible for all costs incurred by the owner/operator.

9. Eviction

In case of eviction, sheriff fees, certified mailing fees and other fees incurred are charged directly to the tenant when an eviction notice has been filed. Additional charges for administration fees, sheriff fees, court costs, filing fees, and such other costs are charged to the tenant when the eviction process is brought to the Worcester Housing Court for eviction.

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)

BYLAWS of
Heritage Association, Inc.

ARTICLE I

The name of this Corporation shall be Heritage Association, Inc., herein after referred to as the "Corporation," Shall have its permanent office at 672 Bemis Road, Warren in the Commonwealth of Massachusetts.

ARTICLE II
Purpose

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

This shall be a Corporation with Members. No Member not in good standing (as defined in these Bylaws) shall be eligible to vote upon any matter.

2.2 Purposes

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

A. To promote the mutual interests and needs of the Manufactured Home park residents of Heritage Village Mobile Home Park and Hillside Estates for a safe, stable, and secure environment in which to live as residents; and,

B. To acquire, own and operate Heritage Village Mobile Home Park and Hillside Estates in Warren, the Commonwealth of Massachusetts (the "Communities") to provide decent, affordable manufactured Home sites for residential use as well as to provide and maintain appropriate common services, facilities, and improvements for the benefit of its current and future residents.

C. To preserve the Community of Hillside Estate's status as a 55-and older Community

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

ARTICLE Ill
Members

3.1 Eligibility

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

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A. Own(s) and reside(s) in a manufactured Home (herein after referred to as the "Home") in the Communities and any spouse entitled to a Homestead interest and the other adult Members of the household who have signed an Occupancy Agreement. And as Hillside Estates is a 55 or older Community, no person under the age of 55 may inhabit or reside in a Home in that Community. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through his or her "living" or "Grantor" trust. A "Grantor" or "living" trust is any trust that is established by an individual under such terms as: (1) appoint him or her as the trustee during his or her lifetime (and or competency); (2) is revocable by him or her; and (3) designates him or her as the beneficiary for his, her or their lifetime.

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

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

B. Is/are in good standing with the Corporation. A "Member in good standing" is a Member whose lot rent and Membership fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current, has no uncorrected violations of the Community Rules following a Notice of Violation of the Community Rules. A violation shall not be considered "uncorrected" if Board review is pending, the Board and the Member are involved in informal dispute resolution (if applicable), or if any cure period has not expired. Per board policy, a Notice of Violation of the Community Rules shall be issued only after a Friendly Reminder, including a reasonable cure period.

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

3.2 Membership Rights

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

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

3.3 Membership Obligations

A. All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Corporation, may be increased by a majority vote

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of the Corporation Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 of these Bylaws, with a thirty (30) day written notice to all Members and non-Members.

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

C. All members shall follow the community rules submitted to the office of the Attorney General and Department of Housing and Community Development and MA Manufactured Housing Community Laws and Regulations.

3.4 Enrollment of Members

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

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

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

3. Pay in full the Membership fee;

4. Execute an Occupancy Agreement;

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

6. Commit to the purposes and policies of the Corporation including the Communities rules and these Bylaws.

B. Owners of Homes in place at the time the Corporation purchases the Communities have the right to become Members without Board approval as per (2) above; but, must fulfill all other Membership enrollment conditions (1), (3), (4), (5), (6) above.

C. Buyers of Homes may be approved for Membership conditional upon purchase and occupancy of the Home.

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

3.5 Membership Fee

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A. The Membership Fee shall be One hundred dollars ($100). Membership fees accumulate no interest to the member.

B. A Certificate of Membership shall be issued to any Member, or to trustee of any Member's "living" or "Grantor" trust, who has fully paid their Membership fee. This Certificate shall entitle the holder (or, in the case of a living or Grantor trust, the trust grantor only) to occupancy of a lot in accordance with the Member Occupancy Agreement, provided that the holder also abides by the Communities rules of the Corporation and does not interfere with the effective operation of the Corporation. The Certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the Home and reside in the Communities nor shall a "living" or "Grantor" trust continue to hold a Membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.

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

3.6 Termination and Expulsion

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

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

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

B. A Member need not be expelled before being evicted. Re-application for Membership will require Board review and Membership approval before re-issuance of Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent files and a copy given to the Member. A failure to terminate Membership shall NOT deny the Board's right to bring about eviction in a competent court of law and the denial of a Membership termination shall have no presumptive impact on grounds for eviction.

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

3.7 Member Refunds

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

ARTICLE IV
Sale and Rental of Homes

4.1 Use of Homes

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

B. Excepting those Homes rented at the time of the Community's purchase, rental or leasing of Homes in the Community shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless (1) a written request is submitted by the Member alleging hardship and (2) the Board of Directors determines that a hardship exists. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. No rental contract exceeding one year may be approved, and each modification or renewal of rental contract shall need Board approval. The vote of the Board of Directors shall be maintained in the official records of the Corporation.

4.2 All Home Sales

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A. Any Member or non-Member who plans to sell or move their Home out of the Communities 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. See the exception for certain trust transfers contained in paragraph 3.3, which applies here as well.

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

4.3 Sale of Member Homes

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

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

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

4.4 Vacant Lots

Any lot in the Communities that becomes vacant (other than a temporary vacancy when a Member of the Corporation replaces his or her existing manufactured Home with a new or different one), shall be leased by the Board of Directors to a lower-income household approved for Corporation Membership; provided, however, that if after advertising the lot for thirty (30) days, the Board does not receive an offer to lease from a lower-income household

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reasonably capable of affording the Home and living in the Communities, the Board of Directors may lease the lot to any suitable household. The Board will keep a waiting list for these purposes.

4.5 Corporation Owned Homes

Homes that become the property of the Corporation may be sold by the Board of Directors to non-occupant owners who wish to rehabilitate or replace the Home, and resell it to a resident occupant, under the following rules:

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

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

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

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

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

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

G. The Home cannot be occupied until sold to an owner-occupant who has been approved to join the Corporation.

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

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

ARTICLE V
Membership Meetings

5.1 How the Membership Can Legally Act

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A. The Membership may act only at a properly called meeting of the Membership where a quorum is present. Thirty (30%) Percent of the Membership shall constitute a quorum at a Membership meeting.

B. A Member who is not in good standing (as defined by these Bylaws at 3.1) shall be ineligible to vote upon any matter, and shall not be counted toward a quorum.

C. There shall be no voting by proxy, nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned.

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

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

F. The Bylaws and the Communities Rules may be amended by a majority vote of the Members present at any regular or Special Meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than seven (7) days prior to such meetings. After the seven (7) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.

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

5.2 Annual Meeting

A. The Annual Meeting of the Members shall be held in August each year in Warren, MA or a place designated by the Board of Directors within 10 miles of the Communities. An Annual Meeting of Members is to be held at least once a year.

B. The Board shall give written notice of the Annual Meeting not less than seven (7) calendar days nor more than sixty (60) calendar days before the date that such a meeting is to be held. Such written notice shall be given in writing to each Member at his/her address, and posted and maintained at a common area, and shall state the place, day, and time of the meeting, as well as the agenda items or subject matter to come before it.

C. The Annual Report to the Secretary of State, the report of the examination of the prior year's finances, and the proposed Annual Budget of the Corporation shall be made available to each Member no later than seven (7) days before the Annual Meeting for approval by the Membership at the Annual Meeting.

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

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

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

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 seven (7) 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 minimum of Seven (7) but no more than Nine (9) Members who are in good standing with the Corporation.

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

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Homeowner of a manufactured Home in the Communities 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 Vice President and Treasurer plus two directors 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. Two individuals from each Member household (assuming both are owners) may serve on the Board of Directors at any given time and both Members will be allowed to vote at Board Meetings after establishing a quorum.

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

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

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

D. The Board of Directors may allow for an absentee ballot for the following reasons: vacation, hospitalization, shift work, travel, or infirmity. A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it seven (7) days before the meeting. Absentee ballots may not be counted towards a quorum.

6.3 Powers

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

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

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

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

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explanation of these Committees may be found in the policies of the Board of Directors.

6.4 Resignation

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

6.5 Removal

A. Any Director whose actions are determined to negatively affect the operation of the Corporation may be removed by a majority vote of the Members present at any regularly scheduled or Special Meeting of the Membership where a quorum is present, provided that a seven (7) day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after:

   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 seven (7) 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 serve 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.

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6.7 Compensation

Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses incurred 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 not simultaneously serve on the Board and receive compensation for services, products, or contracts, and may not be employed by the Corporation.

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.

7.2 Election and Removal of Officers

See process for election and removal of Directors in Article 6.

7.3 President

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

7.4 Vice-President

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

7.5 Secretary

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

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7.6 Treasurer

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

7.7 Maintenance/Operations Director

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

7.8 Powers

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

ARTICLE VIII
Board Meetings

8.1 Regular Meetings

Regular Meetings of the Directors shall be held monthly. Notice of the time and place together with the agenda of the Board of Directors' meeting shall be posted in a public place in the Communities no less than three (3) days before the meeting. The Board shall have the sole discretion to establish the agenda for all regular meetings.

8.2 Special Meetings

Special Meetings of the Directors may be held at the call of the President or any two Directors. Written notice stating the place, day, hour, and agenda of any Special Meeting shall be posted in a common area and communicated personally to each Board Member not less than three (3) days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

8.3 Open Meetings

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

8.4 Notice

Written notice stating the place, day, hour and agenda of all Board Meetings, regular and Special, should be posted in a common area no less than 3 days before any meeting.

8.5 Quorum

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

8.6 Action without a Meeting

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

B. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted within 3 days.

8.7 Proxy Voting

Proxy voting is prohibited.

ARTICLE IX
Indemnification and Bond

9.1 Indemnification

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

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

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of such indemnity shall be so much of the attorneys fees incurred and other expenses as the court finds to be reasonable.

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

9.2 Bond

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

ARTICLE X
Operations

10.1 Signing of Documents

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 Directors. No more than one individual from each Member household may have signing authority.

B. Any decisions that may commit expenditures of Three Thousand ($3,000) dollars 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 do not appear in the Member-approved capital improvement plan and that exceeds Five Thousand ($5,000) dollars 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

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In addition to the requirements of these Bylaws, the Corporation through a Membership vote shall adopt, and all Director-Officers shall abide by, a Code of Ethics, a Procurement Policy, and a Conflict of Interest Policy. No Member of the Board of Directors may be retained by the Corporation for compensation whether as an employee, independent contractor, consultant or in any other capacity. The role of employee, contractor, or vendor is inherently a conflict of interest with the Director's role as a Board Member, and that conflict cannot be waived by the Board or Membership.

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.

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

A. A vote of two-thirds of Members entitled to vote thereon at a meeting duly called for the purpose, with notice given as provided in section 6.2 B, shall be REQUIRED for the sale, lease, exchange or other disposition of all or substantially all of its property and assets, No such vote shall be required if such transaction does not involve or will not result in a material change in the nature of the activities conducted by the Corporation.

B. As a Corporation constituting a non-profit organization, the Board shall give a written notice to the Attorney General not less than thirty (30) days before making any sale, lease, exchange, or other disposition of all or substantially all of its property and assets if that sale, lease, exchange or other disposition involves or will result in a material change in the nature of the activities conducted by the Corporation, except that no such notice shall be required if a written waiver of such notice is executed by the attorney general before or after such sale, lease, exchange or other disposition. A Certificate signed by an Officer of the Corporation which states that notice was not required, that notice was given, or that notice was waived by the attorney general, with respect to any

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sale, lease, exchange or other disposition of property by the Corporation shall be conclusive in favor of any purchaser, lessee, transferee or other person relying thereon for purposes of determining compliance with the provisions of this subsection.

10.8 Dissolution

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

If the Corporation has no remaining assets, the petition for dissolution shall be submitted to the Division of Public Charities of the Office of the Attorney General. If the Corporation has remaining assets, the petition for its dissolution shall be filed in the Supreme Judicial Court setting forth in substance the grounds for the application for dissolution and requesting the court to authorize the following dissolution of the Corporation, all the remaining assets, after payment of the Corporation's debts and expenses, shall be distributed in the following manner:

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

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

ARTICLE XI
Rules of Procedure

In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Communities Corporations" as published by the Management Guide © 2003, 2007 ROC USA, LLC or the foundation document, The Standard Code of Parliamentary Procedure, Fourth Edition, by Alice Sturgis, 2001, or Robert's Rules of Order, Newly Revised) shall prevail.

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of **Heritage Association, Inc.,** at its meeting held on September 17, 2018

Name: Dennis G. Moore

Secretary of the Corporation

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International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership
Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of Membership, without gender, social, racial, political or religious discrimination.

2nd Principle: Democratic Member Control
Cooperatives are democratic organizations controlled by their Members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the Membership. In primary co-operatives Members have equal voting rights (one Member, one vote) and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation
Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members usually receive limited compensation, if any, on capital subscribed as a condition of Membership. Members allocate surpluses for any or all of the following purposes: developing their cooperative, possibly by setting up reserves, part of which at least would be indivisible; benefiting Members in proportion to their transactions with the cooperative; and supporting other activities approved by the Membership.

4th Principle: Autonomy and Independence
Cooperatives are autonomous, self-help organizations controlled by their Members. If they enter to agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their Members and maintain their cooperative autonomy.

5th Principle: Education, Training and Information
Cooperatives provide education and training for their Members, elected representatives, managers, and employees so they can contribute effectively to the development of their cooperatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of cooperation.

6th Principle: Cooperation among Cooperatives
Cooperatives serve their Members most effectively and strengthen the cooperative movement by working together through local, national, regional and international structures.

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

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

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Heritage Association, Inc.

Member Occupancy Agreement
(Perpetual Lease)

Property Address: _____

This Agreement, made and entered into at Warren, Massachusetts, Commonwealth of Massachusetts this _____ day of _____, 20__, by and between Heritage Association, Inc., a non-profit cooperative corporation organized under the laws of the Commonwealth of Massachusetts, having its principal place of business at 672 Bemis Road, Warren, Massachusetts, (hereinafter called the "Corporation)", and

_____

_____ (names) (hereinafter called the "Member")

residing at the above Property Address in Warren, Massachusetts, being in said Communities.

WHEREAS, the Corporation was organized to own and operate a manufactured housing Communities, now known as Heritage Village Mobile Home Park and Hillside Estates Manufactured Home Communities, (hereinafter called the "Communities"), 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 Communities Rules of the Corporation and is familiar with their terms; and

WHEREAS, the Member has a bona fide intention to reside in the Communities, 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 the above Property Address, Heritage Village Mobile Home Park or Hillside Estates, in Warren, Massachusetts, (hereinafter called the "Lot") in the Communities.

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 Communities Rules established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to

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occupy said Lot commencing on date of purchase by Corporation. 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 Four Hundred ($400) dollars for Member's owning a manufactured home in the Communities, 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 thirty (30) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a late payment fee, set by the Board of Directors (but not exceeding 5%) for Lot Rent received after the 30th day of each month. All such late fees as well additional costs allowed by this agreement shall be considered additional rent hereunder.

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

While the town of Warren DOES NOT now tax the home owned by Member, IF the town should ever assess and tax individual homes in the Communities, 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 Communities 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 Communities, 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 Communities 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 Communities 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 Home Communities is on hand 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

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himself/herself and his/her guests when on the Lot and in the Communities 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 Communities Rules.

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

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

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

Article 8 - Corporation's Covenants: The Corporation shall comply with all duties set forth under the law, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, Bylaws or Communities 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 Communities and the public road, to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Communities 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 Communities for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Communities 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 fifteen (15) days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

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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 Communities 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

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

Article 17- Attorney's 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 Communities 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.

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:

_____.

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Article 22- Contact Information:
Member Name(s): _____

Telephone: _____

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:

_____

_____

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

Heritage Association, Inc.
Its duly authorized Officer

By: _____

Name: _____

Title: _____

Members:

Signed_____

Printed Name: _____

Signed:_____

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Printed Name: _____

Witness to all signatures:

Signed:_____

Printed Name: _____

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_____

Printed _____

Heritage Association, Inc.,
Heritage Village Mobile Home Park
Hillside Estates

Secretary's Certification: Member Occupancy Agreement Certified as a true and accurate Document adopted by the Board of Directors of Heritage Association, Inc., at its meeting held on March 26, 2018.

Dennis Morel

Secretary
Dennis Morel

Dated March 26, 2018

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COOPERATIVE DEVELOPMENT INSTITUTE
The Northeast Center for Cooperative Business

Selling the Home:
Homeowner Responsibilities

- The homeowner must inform the Resident-Owned Community ("ROC") Board of Directors of his or her intent to sell the home.
- In most ROCs, the home is required to be marketed to low- to moderate-income homebuyers for the initial period of 30-60 days, depending on the Bylaws. All other considerations being equal, income-qualifying buyers will take precedence during this period. After this time period passes, this restriction is removed.
- If the homeowner vacates the home during the sale process, he or she is still fully responsible for all upkeep and lot rent.
- All ROC requirements regarding "For Sale" signage must be adhered to. Check the Community Rules for clarification.
- The homeowner is responsible for continued maintenance of the lot and preparation for the change in ownership. The lot must be left neat and clean. Any failure may result in the ROC holding back part or all of the seller's membership fee.
- The homeowner is the initial liaison between buyers/real estate agents and the Property Manager, Membership Committee, and ultimately the ROC Board of Directors.
- The homeowner/seller should request that a membership package be given to any prospective buyers and/or real estate agencies that list the home.
- The homeowner/seller is required to inform all prospective buyers of the requirement of membership acceptance, the process, the time frame involved, and any special conditions that may apply.
- Proration of lot rent must occur between the seller and buyer. No credit for any portion of lot rent will be given by the ROC to either party.
- The ROC DOES NOT involve itself with negotiations of the sale of the home, except as it may directly affect the ROC!
- Transfer of the membership fee as a part of the sale is not allowed. The homeowner/seller must request reimbursement from the ROC through the Property Manager and the buyer must pay their whole membership fee directly to the ROC at the time of sale.
- The sale transaction is not complete until the buyer's membership application is approved, the buyer's membership fee is paid in full and verified by the ROC, and a

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new Occupancy Agreement is fully executed. Only then may the new homeowner take full possession of the dwelling and move in.

- Under no circumstance may the new owner move any property into the home or onto the lot until the sale is complete.

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