

*Rules and Regulations*

**The Park at Pocasset**

*Operated by the Charles W. Austin Trust, Phil Austin, Trustee*

***IMPORTANT NOTICE REQUIRED BY LAW***

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail 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

*Page 1 of 21*

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 The Park at Pocasset and located on Barlow's Landing Road, Pocasset, 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).

\_\_\_\_\_  
Tenants names and signatures

## RULES AND REGULATIONS OF THE PARK AT POCASSET

These rules govern the homeowners/residents' occupancy and use of the homesite and common areas in the community. They are intended to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of both residents and the community owner/operator; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

1. The Park at Pocasset is owned and operated by the Charles W. Austin Trust, Phil Austin, Trustee with Phil Austin as manager, with a telephone number of 508 563 3666 [24 hours] and an address of 310 Barlow's Landing Road, Pocasset, MA<sup>1</sup>. The Park has an address at 141 Barlow's Landing Road, Pocasset, MA.
  
2. **Application for Tenancy.** Any person intending to establish tenancy in this community (the "applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications must be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his or her household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question. The owner/operator shall have 10 calendar days to consider each application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application

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<sup>1</sup> If and when a resident Park manager is engaged, which is in process, the Park will post such information immediately with all relevant information.

process, a copy of the Community Rules will be provided to each prospective applicant.

3. **Registration.** Upon approval of the application for tenancy in the community, all residents in the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remains less than 90 days in any 12-month period.
  
4. **Residents' Rights and Responsibilities under the Law.**
  - a. All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including, without limitation, any existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.
  
  - b. These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law," along with the following:
    - (a) the amount of rent;
    - (b) an itemized list of any usual charges or fees;
    - (c) the proposed term(s) of occupancy, including the option of a lease for a term of five years;
    - (d) the names and addresses of all owners and operators of the community;
    - (e) the size and location of the manufactured homesite, including any known defects; and
    - (f) a description of all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection a copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), in the area where the Rules and Regulations are posted. These documents as noted above are attached to the Occupancy Agreement provided to you.

- c. Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.
  
5. **Rent.** The due date for payment of rent is on the 1st day of the month, and if not received by the fifth day following, will be recorded as received after the due date. 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 Homesite.** 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 - No resident shall construct any fences in the Community without the express written permission of the Operator which shall not be unreasonably withheld and no such fences shall interfere with access to any kind of utilities or any manufactured home. No outbuildings of any kind, including without limit, sheds, decks, stairways, plantings may be constructed on any person's lot without the prior written approval of the Operator, which shall not be unreasonably withheld and such construction must be approved in writing by the Town of Bourne, if applicable.
  
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 paved roadways, bulletin board and mailbox area; the area where the equipment and leaching field for the septic system, the wooded area adjacent to the leaching field, and the shed used by the Operator are restricted from residents' use.

9. **Utilities**

a. Owner/Operator's Responsibility: The owner/operator shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home, in accordance with applicable laws.

b. Tenants' Responsibility: Tenants are responsible for paying for the maintenance and repair of utilities from the point of connection to the manufactured home to the inside of the home.

c. Cable TV and Telephone Service: Each homeowner shall pay for all cable TV, telephone, and Internet service actually provided to the manufactured home.

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 measuring the use of such service or utility, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.

d. Changes in Gas, Oil and Electrical Service: Any homeowner wishing to make changes, increases, or alterations to his or her gas, oil or electrical service must first notify the owner/operator that he or she has have obtained proper permits and complied with all applicable electrical or other safety codes.

- e. Tampering with Utilities: Tampering with meter boxes and utility services is not permitted.
  
  - f. Disposal of Wastes: The community's utilities and septic systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains — such as toilets, showers, bathtubs, and sinks — which serve the home. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, cleaning wipes of any kind, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.
10. **Satellite Dishes.** Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the owner/operator, which approval shall not be 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 Community Roadways, and Other Common Areas.** The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the owner/operator shall ensure that roadways are reasonably free of debris and potholes.

12. **Snow Removal.** The community owner is responsible for clearing snow and removing ice, where necessary, from the community roadways. Residents are responsible for clearing snow and removing ice, where necessary, on their homesites. When removing snow, residents should make efforts to put the snow in their own yards and not in community roadways.
  
13. **Water Use**
  - a. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping, and water shall not be left running to protect against freezing.
  - b. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be applied in a reasonable and non-discriminatory manner.
  - c. Watering of lawns is permitted by means of hand-held watering devices 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 on the bulletin board.
  
14. **Garbage and Rubbish Collection and Disposal**
  - a. The owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. Trash collection shall be at curbside at each manufactured home site.
  - b. All residents shall store garbage and trash inside the home or shed until the day(s) designated for trash removal, and shall pack such garbage and trash in bags or containers that are leak-proof and securely fastened.



- c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters.
- d. If the municipality or trash collection company imposes recycling rules, the owner/operator may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules, and any other Town-imposed obligations associated with dumping waste of any kind.
- e. Yard waste and dead brush may be disposed of only in areas designated by the community owner/operator.
- f. Residents may not dump trash on common areas.

15. **Aesthetic Standards for Exterior of the Home and Site**

- a. Maintenance of Structures: All homes, exterior doors, steps, patio areas, additions, decks, porches, 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, damage by pets, garbage, and other refuse. Lawns and shrubs should be kept mowed and trimmed to prevent them from appearing overgrown.
- c. Repairs and Improvements to the Home or Site by Community Owner/Operator: If the home's exterior or exterior structures (e.g., sheds, decks, stairs, etc.) do not comply with any enforceable community rule, the owner/operator may notify the resident in writing that: specific work is required to bring the home or site into compliance with such rule, and the owner/operator will perform the work at the

resident's expense if the resident does not do the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within 10 days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures noted above.

- 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 "structural modifications" includes, among other things, any change in the structure of the outside of the home itself, stairs or patio areas, or the erection or alteration of any additions, decks, porches, skirtings, awnings, sheds, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules relating to aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of 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. Any and all work sought by the residents must be approved in writing by the

Town of Bourne, if applicable, before any such work may be commenced.

16. **Interior Appearance and Improvements.** Tenants shall be responsible for the interiors' compliance with applicable governmental health, safety, and other regulations, and shall only be subject to enforcement by the appropriate governmental authorities.
17. **Landscaping**
  - a. Landscaping by Owner/Operator: With regard to landscaping — such as plants, trees or shrubs — that the owner/operator has done at the homesites, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the tenants (s) or owner/operator shall be trimmed without the permission of the owner/operator. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the homesite caused by the removal of such improvements.
  - b. Landscaping by Residents: Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see within) and obtaining owner/operator's prior written approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

18. **Digging.** Before a resident begins to dig or excavate on his or her site, he or she must notify “Dig Safe” and comply with state “Dig Safe” law. The number for Dig Safe is (888) DIG-SAFE (344-7233), or you may visit Dig Safe online at [www.digsafe.com](http://www.digsafe.com). The owner/operator must be given notice of the appropriate Dig Safe clearance numbers and clearance dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.
19. **Goods and Services.** The resident may hire any vendor, supplier, or contractor of his or her choice to provide goods and services for the home and homesite. 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 Operator may require reasonable insurance requirements which is an amount and type of required insurance coverage that is reasonably correlated to the nature, scale and probability of the potential loss and does not exceed the then-prevailing average amount or type of coverage that is customarily required of a vendor of the particular goods or services being supplied in the area where the manufactured housing community is located. Operator reserves the right to prohibit vendors who have repeatedly failed to meet prevailing industry standards, as evidenced by complaints to the Attorney General’s office, the Better Business Bureau or regulatory agencies having jurisdiction over the provision of such goods or services.
20. **Soliciting.** Except for such suppliers engaged or about to be engaged by residents and/or the owner/operator, other commercial vendors are prohibited from soliciting and peddling within the community.
21. **Storage** Residents should not use patios, decks, porches, or lawn areas for long-term storage of items such as bottles, paint cans, trunks, boxes, snow blowers, lawn mowers or other equipment, furniture, bicycles, lawn

and garden tools, gas bottles, wood, metal, and other materials. Such items must be stored inside or under the home, or in a shed. 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 or emergency access to utility services.

22. **Fire Safety.** Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks — such as fireplaces, wood stoves, and other equipment involving open fires — they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the resident’s homesite. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.
  
23. **Owner/Operator’s Right of Entry.** The owner/operator may enter onto a tenant’s site in case of emergency that threatens the safety or property of the tenant or others. The owner/operator may also enter the site either to inspect the pad, utility connections, and the general condition of the site, or to show the site to individuals interested in renting the site or purchasing the home; however, in such cases, the owner/operator must provide reasonable advance notice before entering onto the site. The owner/operator will not enter 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 homesites 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 homesites. Reasonable quiet must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance.
- d. Interference with TV and Radio Reception: The community does not permit any short wave or CB equipment or similar device that interferes with other residents' privacy or their ability to receive television, radio, or other transmissions.
- e. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the community area. The use of fireworks in the community is prohibited.

25. **Non-Residential Activities.** Non-residential activities are permissible in the home or at the homesite, 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 and traffic from vehicles (including box trucks, utility trailers, boats, snow mobiles and other like equipment) are strictly prohibited from manufactured housing sites either temporarily or otherwise; such 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. Residents must request the owner/operator's approval to hold yard sales; and such permission shall not be unreasonably withheld or delayed provided that it is for sufficient number of residents and in a location that can accommodate the request.
26. **Pets.** All pets must be properly licensed by and immunized, if so required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. Any and all pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their guests. Whenever a pet is outside your home, it must be 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 owner/operator may take whatever steps are permitted by law to have the pet removed from the community.

**27. Vehicles and Parking**

- a. Two Personal Motor Vehicles Per Site: Residents may park up to two personal motor vehicles at their site. A personal motor vehicle is any registered vehicle that does not exceed 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 homesite, guests may park their vehicles on the street, as long as they do not interfere with the safe passage of emergency vehicles and other residents' parking space and quiet enjoyment of their homes and homesites and such parking is limited to guest visits.
- 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. The resident shall have 30 days to remove such vehicles from the Community after notice.
- 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 owner/operator provides permission and a storage area for such purposes and such vehicles may not be stored at any individual home site.
- 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 10 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 no such repairs involve oil or oil-related products, such as oil changes, or other fluids for the vehicles. Any damage to the Community's property caused by any such work by a resident shall be the responsibility of said resident to repair or reimburse the Operator for such repair.
- b. Oil or Gas Leaks: Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the owner/operator may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the roadways or lot(s) may be liable for costs

related to repair of the roadways or lot(s) if such costs are the result of the resident's fault.

30. **Subleasing of Sites and Renting of Homes.** All proposed subtenants must submit applications for residency, described previously herein. All proposed subtenants will be approved as long as they provide the owner/operator with reasonable evidence that they have the financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement set forth above. Even after the owner/operator approves a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.
  
31. **Sale, Lease, or Transfer of Manufactured Home.** Homeowners have the right to sell their homes on their homesites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the owner/operator at least 30 days before the intended sale, lease or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by rules set forth herein. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized. The owner/operator has ten calendar days to consider applications, which are deemed to be approved if, after 10 calendar days, the owner/operator has not rejected the application and given the reasons for that rejection, in compliance with rules set forth herein.
  
32. **Broker for Sales of Homes.** Homeowners who sell their homes may sell their homes directly, or use any broker of their choosing. In addition, homeowners may, if they wish, contract to have the community owner/operator act as their broker. Under those circumstances,

homeowners should enter into and sign a separate written agreement naming the owner/operator as their broker and charging a broker's fee of no more than 10% of the sale price of the home.

33. **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 rules herein on digging. In addition, the signs used must be of a type available commercially, and consistent with the rule included herein on aesthetic standards for the exterior of the home and site.
  
34. **Liens.** For any overdue rent or other permissible tax, fee, or other properly disclosed charge, a community owner/operator may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The owner may enforce such a lien by bringing a civil action under M.G.L. c. 255, § 25A, to have the property sold to satisfy the debt.
  
35. **Tenant Information.** Given that the community was under receivership beginning in 2011 and such receivership was recently terminated on February 1, 2018, and, as a result, the owner/operator does not have accurate information relating to the persons owning, leasing, or subleasing the manufactured homes within the community who resided in the community during the receivership, and G.L. c. 140, § 32G requires manufactured housing community owner/operators to monthly submit to the Town of Bourne a "list containing the amounts [of monthly licensing fees] collected [from the owner or occupant of each manufactured home] together with the name and address of each owner of a manufactured home occupying space during the preceding month or the tenant or subtenant of such space and designating the manufactured homes and the home owners or tenants of the space or such subtenants thereof on account of which no additional license fee is to be collected or deposited"

the owner operator shall require all owners, tenants, subtenants who purchased, leased, or subleased a manufactured home in the community prior to February 1, 2018 to do the following:

- A. Within 90 days after the effective date of this rule, provide in writing the owner/operator with their name and address;
- B. Such owners, tenants, and subtenants need only provide their name address to the owner/operator one time;
- C. This rule shall terminate and will be unenforceable 90 days after the effective date of the rule.

**36. Approval of Owner/Operator and Enforcement of Community Rules.**

In any matter which requires the approval of the owner/operator, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the owner/operator, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law.

The owner/operator shall apply and enforce the rules in a nondiscriminatory 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.

- 37. Complaints.** All complaints should be addressed to the community management. It is preferred that complaints be in writing and signed; however, if you have an emergency or have concerns about placing your complaint in writing, you can contact the owner/operator at the number provided above and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

- 38. Amendment of Rules.** These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. At least 75 days before the effective date of

any new rules or changes to existing rules, the owner/operator will both conspicuously post any such changes at the bulletin board in the Park and provide the tenant's association, if known or disclosed in writing to the Operator, with a copy of all the Community Rules and any changes to the Community Rules. The owner/operator will attach to these copies of the rules or changes to the rules the attached notice entitled "Important Notice Regarding Community Rules." All rules and any change to the rules will be submitted for approval to the Attorney General's Office and Department of Housing and Community Development, at least 60 days before their effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date.

39. 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.

**Received by residents:** \_\_\_\_\_  
Signatures

Print Names: \_\_\_\_\_

Dated: \_\_\_\_\_