

Proposed Rules & Regulations to take effect January 1, 2010

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RULES OF

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OAK HILL MOBILE HOME PARK

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

Community Office addresses and phone number:

Oak Hill Associates, LLC

1 Beech St.

Taunton, MA 02780

Tel. No. (508) 822-5075

Community Manager's Name, Address and Phone Number:

Melissa Caron

1 Beech St.

Taunton, MA 02780

Tel. No. (508) 822-5075

Emergency Phone

Number: (508) 272-2210

These rules use the term "owner/operator" to refer to either the owner(s), the operator(s), and/or the manager of the community.

Oak Hill Associates, LLC, Oak Hill Mobile Home Park Rules & Regulations

1. Application for Tenancy

Any person intending to establish tenancy in this community (the applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question. The owner/operator shall have ten calendar days to consider each application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each prospective applicant.

2. Registration

Upon approval of the application for tenancy in the community, all approved Applicants to the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remain less than 90 days in any 12 month period.

3. Resident's Rights and Responsibilities under the Law

(a) All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective residents, including without limitation any existing residents whose current tenancy is being amended, renewed, or extended, and approved sub residents.

(b) These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law" along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed term(s) of occupancy, including the option of a lease for a term of five years; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known defects; and (f) a description of all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection a copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), either at the manager's office or in the area where the Community Rules are posted.

(c) Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement, lease agreement (this is the only wording added in, all other info is

right from the model rules), 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.

4. Rent

The due date for payment of rent is on the 1st day of the month in advance. Any fees, which may be, imposed either for late payments (thirty days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent and other charges as provided by law may provide grounds for evicting you from the community.

5. The Home Site

A rented site shall be used as the site for only the following: the manufactured home, which is to be used as a residence; no more than two personal motor vehicles; and ancillary structures or areas, such as patio areas, decks, porches, or sheds, if existing. Ancillary structures may be added on or expanded with owner/operator's prior written consent which consent shall not be unreasonably withheld or delayed. Plans must be submitted in writing to the community management and comply with local building codes and meet the community's aesthetic standards. No yard fences or pools permitted. A building permit will be required from the City of Taunton's building department as well as contractor's certificate of insurance.

(a) Each manufactured home is to clearly display the lot number so it can be read from the road.

6. 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.

7. Common Areas

The common areas of the community include the roadways and every area in the community except the homes sites and the garage.

8. 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, to the manufactured home in accordance with applicable laws.

(b) **Resident's Responsibility:** Residents are responsible for paying for the maintenance and repair of utilities from the point of connection to the inside of the home.

(c) **Only approved water, sewerage and electrical hookups are allowed.**

All water, sewerage and electrical hooks-ups, to the point of connection with the unmanufactured home, are installed and maintained by licensed and insured plumber and electrician respectfully and inspected by the proper authorities at installation, prior to use. Therefore, water, sewerage and electrical hooks shall not be tampered with or altered by the residents, or guests, in any way whatsoever.

(d) **Cable TV and Telephone Service:** Each homeowner shall pay for all cable TV, telephone and internet service provided to the manufactured home.

(e) **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 services only the individual home. The Park Management advises you to check your heat tape each fall to prevent the freezing of above ground water and/or sewer lines connected to your particular home. It is the residents' responsibility to replace and maintain a working heat tape. (3) the homeowner's payment obligation has been disclosed in the written disclosures.

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

(g) **Tampering With Utilities:** Tampering with meter boxes and utility services is not permitted.

(h) **Disposal of Wastes:** The community's utilities shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic wastes or substances into the disposal systems or drains - such as toilets, showers, bathtubs, and sinks - which serve the home, or other common area in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.

(i) **Heat Tapes/Water Pipes:** The community owner is responsible for supplying, maintaining, repairing, and paying for utilities to the point of connection at each manufactured home.

1. If the piping or valving up to the point of connection to the manufactured home breaks, freezes, or leaks, the operator is responsible for piping or valve repair at his sole cost and expense. Repairs to damaged or leaking piping should be made promptly to avoid excessive water usage and added costs to the park and other residents.
2. The Resident is responsible for maintaining water piping and valving from the point of connection with the manufactured home to the manufactured home to prevent piping from breaking, freezing, or leaking. Repairs to damaged or leaking piping must be made promptly to avoid excessive water usage and added costs to the park and other residents.
3. If the water piping or valving from the point of connection to a manufactured home breaks, freezes leaks and/or bursts, the resident is free to hire their own plumber. However, if the manufactured homeowner fails to make prompt repairs, the operator on

written notice given to the resident to have the pipes repaired. If the resident does not comply with the operators request and the operator is required to hire a plumber to repair the problem, the resident may be billed at prevailing rates of the plumber/plumbing company. These charges are due upon completion of the work.

(j.) **Tampering With Utilities:** Tampering with meter boxes and utility services is not permitted. Only authorized park employees or contracted park contractors may access meter boxes and utility services. Damage incurred as a result of the unauthorized or negligent access by a resident and/or their agent may subject the resident to being billed for the costs of repairs.

(k.) **Electric Wiring:** The Operator shall provide electricity to the point of connection at the manufactured home in accordance with the applicable laws, codes, and professional standards. The Operator shall maintain such connection in good repair and operating condition without charge to the resident, except as to damage caused by the negligent act or omission or willful misconduct of a resident. Electrical wiring from the point of connection into the manufactured home is the responsibility of the resident.

(l.) **Winterization:** Those manufactured homes not occupied in the winter must be winterized and the water services shut off in the ground at the Resident's expense. Excessive use of water prohibited (see Rule 12). This includes, but is not limited to, using water in such a manner as it flows off the lot and onto any street or way, leaving running / dripping water to keep pipes from freezing and includes using a sprinkler system as a recreation means.

(m.) **Cable TV and Telephone Service:** Each resident homeowner shall pay for all cable TV, telephone, and internet service actually provided to the manufactured home.

(n.) **Disposal of Wastes:** The community 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 manufactured home, clubhouse, or other common area in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.

9. Satellite Dishes

Residents may install satellite dishes to the manufactured home or a pole attached to the manufactured home no larger than 39" in diameter, 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. Trees will not be removed for the purpose of satellite reception interference.

10. Maintenance of Community Roadways, and Other Common Areas

The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws.

As part of this responsibility, the owner/operator shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish. Repair of potholes may be subject to seasonal closings of asphalt plants and weather conditions beyond Operator's control.

11. Snow Removal

(a) The community owner is responsible for clearing snow and removing ice, when necessary, from the community roadways.

(b) 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. During the winter months (November, December, January, February and March) motor vehicles are to be parked in driveways and designated areas (not on the streets) so as not to interfere with snow removal. Vehicles parked in the roadway which interfere with snow removal and/or which cause a safety concern are subject to being towed and stored at the vehicle owner's expense.

12. Water Use

(a) Residents are encouraged to be aware of water conservation at all times. Residents shall 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 in common areas.

(d) Except for temporary "Kiddie Pools" that measure no higher than 8", no swimming pools of any type are permitted. A "Kiddie Pool" is defined as a temporary pool designed for use by children for the purposes of swimming or wading and shall be stored in the shed or residents home when not in use.

13. Garbage and Rubbish Collection and Disposal

(a) The owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. The owner/operator has contracted with a private rubbish collection company, which picks up the rubbish curbside each week. Check with Park Management for collection days.

(b) All residents shall store garbage and trash inside the home or shed until you are able to bring it to the curb on pick up day, and shall pack such garbage and trash in bags or containers that are leak-proof and securely fastened. City of Taunton trash bags are **not** required.

(c) It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters.

(d) If the municipality or trash collection company imposes recycling rules, the owner/operator may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.

(e) Yard waste and dead brush may be disposed of only in areas designated by the Community Owner/Operator.

(f) No trash of any kind may be left on the common areas.

14. Aesthetic Standards for Exterior of the Home and Site.

(a) Maintenance of Structures:

1. All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, shutters, awnings, (sheds,) fences, and/or other outside structures shall be maintained by the resident 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 at the resident's expense. Curbside, individual mailboxes are the respective resident's responsibility. Clustered mailboxes are maintained by park management.

2. All Manufactured homes shall be skirted in such a manner that no area directly beneath the Manufactured home is visible.

3. There shall be no grass cutting, edging or other yard work or general maintenance, which creates noise before 8:00 a.m. on Saturday, Sunday or Holidays (state or federal) or after 9:00 p.m.

4. The planting of flowers and shrubs is allowed accept within five feet of telephone poles, septic and water covers. No planting of trees without park manager's consent. No plantings within 7' of neighbor's lot.

5. No outdoor drying of laundry is permitted except for an umbrella type reel immediately behind your home.

(b.) Maintenance of Site:

1. All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, tires, lumber, bicycles, toys, lawn mowers and other refuse. Storage items should be stored in the shed.

2. Residents shall keep lawns and shrubs mowed and trimmed to prevent them from appearing overgrown.

3. Placement of extensions, additions, and all structures are subject to written approval of owner / operator and shall not interfere with access to rights of way or easements.

4. Grass clippings, brush, leaves, nor trash may not be dumped behind your home, even if you have woods abutting your lot. Grass clippings, brush, and leaves may be dumped in the designated site in the area known as the "back lot". However, in no event may trash be disposed of on the "back lot". All trash must be disposed of in accordance with Rule 8 (h) and Rule 13.

5. Holiday decorations must be secure and comply with electrical codes plus not impair the safety and security of other residents or the community. Decorations shall be representative of the holiday being celebrated, comply with Rule 23 of these rules, not impose a safety or health hazard to members of the park or visitors, be in good taste and not interfere with other residents use and enjoyment of their homes or home sites, and shall be removed within a reasonable period after the actual holiday passes.

(c.) Repairs to the Home or Site by Community Owner/Operator: If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that the specific work is required to bring the home or site into compliance with such rule. If the resident does not do the work within 10 days of receiving such notice that the owner/operator will either do the work or have the work performed by a sub-contractor, at the resident's expense.

(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, installation or alteration of any additions, decks, porches, patio areas, skirting, awnings, sheds, walkways, landscape tiles blocks or timbers, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose

approval shall not be unreasonably withheld or delayed. Contractors hired to do structural modifications to homes or home sites must be properly licensed in accordance with the laws and codes of the State of Massachusetts and supply the Park management with copies of all licenses and evidence of insurance prior to beginning any work on the home or home site. For those improvements requiring the approval of the local building inspector, the residents may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976 if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

(e.) **Exterior Aesthetic Standards for Community:** The exterior of all extensions, additions and accessory structures are to be similar in quality, color and style to the home on said lot. A list of exterior aesthetic standards for our community includes:

(f.) **Skirting:** Skirting to be installed and maintained around all Manufactured homes, additions, extensions and necessary structures in such a manner that the area directly beneath the Manufactured home and/or structure is not visible.

(g.) **Fences:** Fences are not permitted on the property. Fencing installed without the prior written consent of the Operator may be subject to removal at the resident's cost.

(h.) **Car Ports:** Residents are not allowed to erect carports of any kind on the property, without proper permits and written consent from the Operator.

(i.) **Garages:** Residents are not allowed to build any sort of garage on the property.

(j.) **Sheds:** Each lot shall be limited to a single shed with dimensions no greater than 10 feet by 12 feet. Prior to installation of any shed, the owner/operator must approve in writing the location of the shed to be erected; such approval shall not be unreasonably delayed or withheld. Proper permits must be applied for and obtained from the City of Taunton.

Residents are responsible for the shed on their said lot.

A plan drawn to scale and/or a picture of the shed along with the builder's name and address must be submitted for approval by owner/operator twenty (20) days in advance of materials being purchased.

Particleboard that will show as an exterior finish and steel sheds are not permitted.

Residents shall maintain their sheds in good order.

Any shed provided by or previously installed by the owner /operator may not be removed, unless in disrepair, from the said lot by tenant, when the resident moves.

Any resident that currently has two sheds may maintain the sheds for the useful life of the shed(s). However, once either of the two sheds are in disrepair, and no longer useful, the resident may only replace one shed. The second shed shall be removed and no replacement installed. A second shed will not be permitted by new residents or any current resident whether they have or have not had a second shed in the past.

(k.) **Basketball Hoops** shall not be installed on community roadways, or permanently installed in any lot. Refer to Rule 23 (a)

15. Interior Appearance and Improvements

Residents 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.

16. Landscaping

(a.) Landscaping by Owner/Operator: With regard to landscaping - such as plants, trees, or shrubs - that the owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the owner/operator shall be trimmed without the permission of the owner/operator. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

(b.) Landscaping by Residents: Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 17 below) and obtaining owner/operator's prior written approval, which shall not be unreasonable 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.

17. 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 888-344-7233, or you may visit Dig Safe on line at 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.

18. Goods and Services

The resident may hire a 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 provisions of goods and services may pose risks to the health, safety, welfare or property of other residents, the owner/operator, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident and property management reasonable evidence (insurance certificates, or bonds) that he or she has insurance in an amount reasonably related to the size of the risk(s).

19. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or the owner/operator, commercial vendors are prohibited from soliciting or peddling within the

community. Except for the above noted limitation, No Soliciting of any kind is allowed within the community.

20. 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 in a shed. The residents 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.

21. 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 who have 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, pellet stoves and other equipment involving open fires - they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.

22. Owner/Operator's Right of Entry

The owner/operator shall not interfere unreasonably with the resident's right to use and enjoyment of the manufactured home or the manufactured home site. The owner/operator of the community may enter onto a resident's site in case of an emergency, which creates an imminent threat to the safety or property of the resident or others. The owner/operator may also enter onto a resident's site to 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 resident has provided prior consent in writing on a separate document addressing only the issue of consent. Such consent may be revoked at any time without penalty or consequence to the resident.

23. 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. Children may only play in safe areas, not in the streets. Children may not enter upon the lots of another manufactured home owner uninvited.

(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 or home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 8:00 A.M., or during the time period specified in any applicable local bylaw or ordinance. Motorcycles and/or vehicles with excessively loud exhausts or audio systems shall take into consideration other residence right to peace and quiet. Unnecessary revving shall be avoided.

(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.

(f.) Yard sales: Yard Sales are scheduled on one to two designated weekends per year. The dates of the yard sale are posted in the newsletter and are available at the manager's office. Rain dates are the following weekend and advertisements are posted in local newspapers provided by the Operator. Additional yard sales, tag sales, auctions or

garage sales are not permitted within the Park except with the prior written permission of the park management.

(g.) Substantial Violation of Rules: Where violation of these rules by a resident endangers the health or safety of other residents of the community their guests or the operator, unreasonably interferes with the quiet enjoyment by other residents of their homes, home sites or the common areas or facilities, or damages or poses a substantial risk of danger to the property, such violations may be considered as "substantial violations" and may constitute grounds for eviction of the offending resident.

(h.) Illegal drugs and alcohol: The use or possession of illegal drugs on community property may constitute a substantial violation of these Rules and may constitute grounds for eviction of the offending resident. The use of illegal drugs, which results in the interference with the quiet use and enjoyment of residents and/or creates a health or safety hazard for residents of the Park may constitute grounds for eviction of the offending resident

(i.) Septic System Maintenance: Park management is responsible for ensuring maintenance, inspection, and service of the septic system and pumping as needed, in a timely fashion. Residents shall not remove septic covers, for any reason what so ever. If a resident

suspects that a septic tank requires servicing for whatever reason, they are requested to contact the property management.

24. 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 be prohibited by Park Management.

25. Pets

All pets must be properly immunized and licensed by the City of Taunton, if so required. All residents must disclose to the owner/operator ownership of any pets. All pets, whether in the home or being walked outside, are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of other residents or their guests.

Pets must be on a leash, restrained, at all times, accompanied by their owner. They cannot be "tied up" outside. The pet's owner is responsible for cleaning up after his pet. No so called leads, 'pet runs' or kennels are permitted outdoors, on community property. 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. No more than two outdoor pets are permitted per home.

Residents shall not keep any livestock (farm type animals, such as, rabbits, chickens, ducks, pigs, or geese) within the Park. Under no circumstances, shall there be cages, houses, or structures of any type for any animal on his or her lot or elsewhere within the Park.

All pets that go outside of a residence must wear a collar so that their owners can be identified. If complaints are lodged against a Resident's pet, the park management shall advise the resident of each complaint received. The park management's receipt of either one (1) documented complaint for biting or attacking a person or of three (3) documented complaints for any other reason in writing concerning an outdoor pet may constitute grounds for eviction proceedings against the offending resident or residents, after such resident or residents have been afforded reasonable notice and an opportunity to get rid of the offending pet.

Under no circumstances are residents to harbor and/or feed stray cats or dogs. Feeding such animals will attract others thereby creating a nuisance resulting in discomfort to other residents and an unsanitary condition in the Park.

26. Vehicles and Parking

(a.) Two Personal Motor Vehicles per Site: Residents may park up to two personal motor vehicles in their driveway, unless the driveway is three vehicles wide. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8600 pounds, with two or more axles. Resident's must request written permission from Operator for the creation of one additional parking space on their site. Motorcycles shall fit in the driveway or into the residents shed, not parked on the community roadways.

(b.) Guest Parking: In addition to parking in designated parking spaces on the home site; guests may park their vehicles at the Meeting House or on the street, as long as they do not interfere with the safe passage of emergency vehicles, mailboxes and other residents' rights to the use and quiet enjoyment of their homes and home sites. Street parking is not allowed during a snow event.

(c.) Unregistered Vehicles: No permanently unregistered vehicles or vehicles in obvious disrepair or in violation of local ordinances shall be permitted in the community. The owner/operator recognizes there may be occasions when it may be necessary to temporarily keep an unregistered vehicle on the home site. If a resident needs to temporarily keep an unregistered vehicle on the home site, the resident should contact the Park management. Authorization to temporarily keep a vehicle on a home site will not be unreasonably denied or withheld. However, Residents should check City of Taunton ordinances, which prohibit storage of unregistered vehicles. Permanently unregistered vehicles will be towed at resident's expense, after resident notification.

(d.) Other Vehicles: Including but not limited to marine equipment, boats, boat trailers, utility trailers, buses, construction equipment, motor homes, campers, recreational vehicles and trailers that carry them, dump trucks, and commercial vehicles (tractor trailers, box trucks, Bobcat) over 8600 pounds may not be kept in the community.

(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 the vehicle.

(f.) Other Vehicles: The use of all-terrain vehicles so-called dirt bikes, mini-bikes, snow mobiles, go-carts or like equipment within the Park is strictly prohibited.

(g.) Inspection Stickers: No permanently unregistered vehicles are permitted within the Park; the City of Taunton Police Department has taken the position that Oak Hill Mobile Home Park is private property and thus the responsibility of enforcing this rule lies with the Operator. This rule is designed to protect both the Operator and residents given that an unregistered vehicle does not carry insurance, which may impose severe limits to any claims in the event that such unregistered vehicle is involved in an accident in the Park. The resident with an unregistered vehicle on the home site may contact the Operator to make other arrangements concerning such unregistered vehicle remaining temporarily in place based upon a family emergency or other like event for a reasonable period of time, which request shall not be unreasonably denied or withheld.

27. 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 the posted speed limit of 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, 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.

28. Repair of Vehicles, & Environmental Concerns: Oil & Gas

(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. Residents are permitted to do minor repairs of their vehicles within the community as long as there is not a risk of a petroleum product leak.

(b.) **Oil or Gas Leaks:** Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the owner/operator may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the road or 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.

(c) **Hazardous Material Spills or Leaks:** It is the Residents responsibility to see that all hazardous materials supplied by the resident are properly stored, contained and not spilled or otherwise released on or into the ground, water or environment. In the event there is a release of any hazardous material so long as it is not due to the negligence, fault, misconduct or omission of the community operator, and said release is due to the action, or inaction, negligence, fault or misconduct of either resident, residents guests or invitees, it shall be residents responsibility to properly and immediately clean up and properly dispose of any hazardous materials and/or spoiled materials in accordance with applicable state and federal regulations. The Operator shall be notified of such an event without delay.

If the resident, after written notice from the Operator, fails to promptly take corrective action to clean up any hazardous waste release within a reasonable period of time, the Operator may take steps to cause said release and damage related to such release to be cleaned and may seek to recover the cost of clean up or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the site, the park, and/or the property of others may be liable for costs related to the clean up and remediation of the site if such costs are the result of the residents fault.

(d.) **Oil Tanks:** There are currently no oil tanks located on the property and no oil tanks shall be allowed on the property.

29. Clubhouse and Recreational Facilities

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, recreational facility, or other common area. Rules for such areas shall be posted and/or made available to all residents and their guests in conspicuous related areas. Such rules shall be reasonable and in accordance with applicable law and, where necessary, are subject to the same review provisions as that for the Community Rules.

30. Subleasing of Sites and Renting of Homes

(a.) A resident has the right to sublet or sublease their Manufactured home. Prior to occupancy, all proposed subtenants must submit applications for residency, described previously in Rule 1. 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 as stated in Rule 2.

(b.) Even after the owner/operator approves a subleasing arrangement, the original resident(s) shall continue to be responsible for rent, other charges of the community, and compliance with Community Rules.

31. Sale or Transfer of Manufactured Home

Any homeowner wishing to sell or transfer ownership or occupancy of his or her home shall notify the owner/operator at least thirty (30) days before the intended sale or transfer. Potential buyers and transferees are required to submit residency applications governed by rule 1 above. This approval process must be completed after the initial purchase and sales agreement is reached but before the sale or transfer is finalized. The owner/operator has 10 calendar days to review 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 Rule 1 above.

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". Resident/owners using outdoor signs must comply with Rule 17. The signs used must be of a type available commercially, and consistent with Rule 14 on aesthetic standards for the exterior of the home.

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 resident who owes the debt. The owner may enforce such a lien by bringing a civil action under General Laws chapter 255, section 25A to have the property sold to satisfy the debt.

35. Open Fires Prohibited

Open fires or burning of leaves or trash within the confines of Oak Hill Mobile Home Park is prohibited.

36. Tents

No tents or separate unattached screen rooms are permitted without prior written consent from management.

37. Clothes Reels

Clothes may be hung on Resident's individual umbrella style reels. No other mechanism shall be used for the hanging of clothes, such as pulley lines or clothes line strung between trees or poles.

38. Replacement of Manufactured Home

If a resident intends to replace his home with one of like dimensions, he or she shall obtain the approval of the owner/operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any

workers hired to install the home must satisfy all applicable federal, state, or City of Taunton laws, such as any applicable licensing, insurance and bonding requirements.

The Manufactured Home resident shall be responsible to contract a certified installer for the proper placement, blocking and anchoring of his new Manufactured Home and the proper installation of all water, sewer and electrical connections in accordance with applicable state, federal and local building codes and/or instructions from the Operator.

Before any manufactured home shall enter the Park, the Operator must approve, in writing, the size, style, skirting and type of said home.

No replacements, additions of accessories, protrusions from the original outside surface of the manufactured home, appurtenances, buildings, fences, enclosures, additions or modifications of the home structures of any kind will be allowed unless plans for the same are provided to the Operator no less than thirty (30) days in advance and thereafter approved in writing by the Operator.

Once the manufactured home is situated on the site, no physical additions may be made to the manufactured home without the prior written approval of the Operator.

39. 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 aesthetics of the Park and/or on the interests of either protecting the health, safety, welfare, or property of other community residents, the owner/operator, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The owner/operator shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement. In addition, such approval shall not be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than ten business days, unless another time period is provided in an enforceable rule or applicable law.

40. Complaints

All complaints must be addressed to the community management in writing and signed by the complainant; however, if you have an emergency, you can contact the owner/operator at the number provided on page 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

41. 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 a copy will be posted at the Meeting House and concurrently provided to any residents' association. All rules and any changes to the Rules must be submitted for approval to the Attorney General's Office ("AGO") and Department of Housing and Community Development ("DHCD") at least 60 days prior to the proposed 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.

42. 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.

Dated this _____ day of _____, 2009.

Oak Hill Associates, LLC

By _____
Melissa Caron, Manager

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 thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty 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 fifteen 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 residents residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, 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 fifty percent of the residents 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 resident in the manufactured housing Community known as _____
_____ and located at _____, 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).

Resident - name

Oak Hill Associates, LLC

INITIAL WRITTEN DISCLOSURES

To all prospective purchasers and tenants and to all existing tenants renewing or changing their tenancy: the following signed Written Disclosure including the Community Rules and "Important Notice Required by Law" is presented to you for your review. Signed acknowledgment of your receipt of this Disclosure is required at least 72 hours prior to either the signing of any Lease or the commencement of any new tenancy whichever comes first.

COMMUNITY NAME AND ADDRESS:

Oak Hill Associates, LLC
1 Beech St.
Taunton, MA 02780
(508) 822-5075

OPERATORS NAME AND ADDRESS: ¹

Oak Hill Associates, LLC
1 Beech St.
Taunton, MA 02780
(508) 822-5075

COMMON AREAS AND FACILITIES:

The common areas of the community exclude home-sites but include the following:

1. the roadways;
2. common grassy areas;
3. mailbox facilities

The following areas are not subject to common usage and their use is restricted:

1. The administrative offices;
2. The water main, meter pump site;
3. Maintenance Garage.
4. Meeting House (available by reservation only).
5. Rights of way and/or easements that run with the land.

RESTRICTIONS ON USE OF CERTAIN AREAS:

Use of community roadways is restricted to licensed drivers, registered motor vehicles, bicycles and pedestrians.

Garage operations areas are restricted to maintenance personal only and for safety and insurance reasons not considered a common area.

¹ The Term "Operator" as used herein is the same person or entity as the "Lessor" as used in the lease.

THE SIZE AND LOCATION OF THE MANUFACTURED HOME SITE:

- a. Your home is situated on Your Site, which contains approximately 5000 square feet, more or less.
- b. You will have right of access over your neighbor's lawn to the side of your house for the purpose of home maintenance and/or utility access provided that your neighbor's lawn will be unchanged by such activity. Such access will be restricted to five feet out from your house onto your neighbor's, and will be utilized so as not to interfere with your neighbor's quiet enjoyment of his/her lot.
- c. Each site has a paved driveway with sufficient room for two vehicles.
- d. No resident shall place any item or put any plantings within seven feet of another resident's home to protect from damage, allow passage, and preserve the quiet enjoyment of all residents.

COMMUNITY RULES: is attached hereto and made a part hereof.

THE "IMPORTANT NOTICE REQUIRED BY LAW" UNDER M.G.L. c.140, §32P: is attached hereto and made a part hereof.

OCCUPANCY: In every home, there shall be no more than four occupants per applicable local law.

TERM OF OCCUPANCY: The community offers month to month rental or leases are available for 5 years. Rents for month to month or lease agreement shall be adjusted with a January 1st anniversary date. Leases are assumable by new purchasers.

SITE RENTAL TERMS AND FEES:

- a. The monthly rental fee for the site is presently \$400.00; this amount includes: water, sewerage, property tax (\$6.00), household rubbish removal, snow plowing and maintenance of common roadways and other mutual common areas.

Lessee's Initials: _____

- b. A late charge of \$10.00 will be assessed on rent over 30 days late.
- c. A charge of \$25.00 will be assessed to all checks returned for insufficient funds.
- d. If more than two (2) checks are returned for insufficient funds in any 365 day period, only money orders or registered checks will be accepted in the future.
- e. Please make all checks payable to Oak Hill Associates, LLC then mail or deliver to Oak Hill Associates, LLC, 1 Beech St., Taunton, Massachusetts 02780.
- f. Nondiscriminatory site rent increases may be assessed periodically related to increases in the ongoing operational and maintenance costs, utilities, taxes, insurance, etc. you will be notified of any change at least thirty days in advance of said rate change.
- g. Also nondiscriminatory rent increases may be levied at any time for capital improvements including but not limited to water distribution, sewage system, utility connections or

installations, removal of oil tanks and site work necessary to preserve the integrity of the Community. These increases shall be calculated as the cost of such items amortized over the useful life of each item. These rental increases will be in addition to above.

UTILITIES: Electrical service is individually metered to each home site and tenant is responsible for direct payment to the utility company. Tenants may choose and are responsible for direct service and payment to his/her supplier. Telephone, internet service and cable television are available to individual homes and tenants are responsible for their choice of these services and payments to these companies.

HOME OWNER'S INSURANCE: It has been determined in most cases that homeowners insurance, including liability coverage for your home and site is available for manufactured housing at reasonable rates, therefore is required. The tenant may be required to provide management with a copy of their Insurance Binder.

OTHER FEES AND CHARGES:

- a. The usual trash disposal provider may charge tenants a fee for removal of any items or trash other than normal household trash, if that service is available. Community owner/operator may provide that service as well for a reasonable charge.
- b. Vehicles that are leaking or dripping petroleum products must be promptly repaired. If resident fails to take corrective action after properly being notified, resident may be liable for costs related to the repair of driveway or roadway.
- c. Unregistered vehicles and any vehicle parked in violation of any enforceable rule are not permitted and a towing fee may be charged after reasonable notice is given to the vehicle owner and the appropriate local authorities.
- d. If tenant elects to hire the operator to perform a service, charges for that service will be based on an agreed upon fee by both parties.
- e. If a tenant elects to replace his home with another home, he must first notify and receive the Operators written consent. Any costs incurred relative to the replacement of a home shall be the sole responsibility of the tenant.
- f. If a tenant removes any improvements from the home site during his tenancy or at the completion of his tenancy causing damage to the site, tenant shall be responsible for repair of such damages. If tenant fails to repair the damage, the Park reserves the right to seek recovery from the tenant for the cost of repairs.
- g. 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.
- h. Tenants may be charged for work undertaken by the management, if after failure of the tenant to maintain the exterior of the home or lot and after providing tenant with written notice of specified work to be performed and a reasonable time frame allowed, tenant does not do the repairs. Such notice shall specify the amount that will be charged to tenant. Charges will be fair and reasonable. See aesthetic standards for homes and sites in the Community Rules.

- i. Tenants may be charged for private social functions, when recreational facilities are available for use.
- i. A fee of \$25.00 will be charged for copies of your lease, disclosure forms and rules.

940 C.M.R. 10:00 REGULATIONS: You are hereby informed that the Attorney General has promulgated regulations with an enforcement date of September 23, 1996 relating to the conduct of manufactured housing communities. A copy of these regulations is available for resident inspection in our office along with the Community Rules at all times.

I hereby acknowledge that more than 72 hours prior to signing any Lease or Occupancy Agreement I received a copy of the following documents:

- a. Occupancy Agreement & Initial Written Disclosures;
- b. Important Notice Required by Law; and
- c. Community Rules for Oak Hill Mobile Home Park.

I also do hereby acknowledge and affirm that:

- a. I read all of the above-referenced documents;
- b. I understand the terms of the above documents; and
- c. I had the opportunity to have an attorney of my own choosing read and review the documents prior to my signing them.

*, Resident

Date: _____

*, Resident

Date: _____

*, Lessee

Date: * _____