

Twin Coach Estates, Inc.

**Rules
&
Regulations**



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
www.mass.gov/ago

August 31, 2011

Gerard S. Marsan, Esq.
Marsan & Marsan
45 Bristol Drive
Easton, MA 02375

Re: Community Rules for Twin Coach Estates

Dear Attorney Marsan:

I am writing in follow-up to the proposed community rules for Twin Coach Estates that were submitted to this office on August 23, 2011. At this time, this office has no further objections to the community rules for Twin Coach Estates as written. Be advised any amendments, revisions, modifications or deletions to the above referenced rules require the approval of this office and the Department of Housing and Community Development (DHCD). M.G.L. c. 140, § 32L(5). Thank you for your cooperation with regard to this matter. A copy of this letter, along with a copy of the currently enforceable community rules for Twin Coach Estates, has been issued to the local board of health. You may not renew your park's license without submitting with your application for renewal a copy of the park rules in effect, along with evidence that they have been reviewed and not disapproved by this office and DHCD. M.G.L. c. 140, § 32B; 940 C.M.R. 10.11(2). If you have questions or need further assistance, please contact me at (617) 963-2460.

Sincerely,

A handwritten signature in black ink, appearing to read "James Maloney", with a long horizontal flourish extending to the right.

James Maloney
Paralegal
Consumer Protection Division

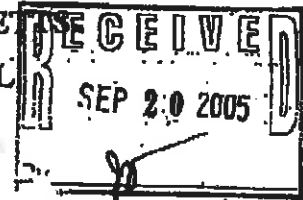
cc: Lakeville Board of Health





THOMAS F. REILLY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108-1598



(617) 727-2200
www.ago.state.ma.us

September 19, 2005

Ms. Cheryl Anusewicz, Secretary
Edgeway Realty Trust
Twin Coach Mobile Home Park
228 Warcham Street
Middleboro, MA 02346

Re: Rules Review, Twin Coach Mobile Home Park and Edgeway Mobile Home Park

Dear Ms. Anusewicz:

Thank you for your submission of the newly revised Rules and Regulations for Twin Coach Mobile Home Park, dated August 19, 2005 and Edgeway Mobile Home Park, both mailed to the Office of the Attorney General on September 12, 2005.

With respect to Rule 1a, as I have previously indicated,

Over 55 community: Pursuant to the terms of G.L. c.151B, §§4(6) & (7), it is unlawful to discriminate on the basis of age in the sale or rental of housing accommodations. The state includes an exception for "communities consisting of either a structure or structures constructed expressly for use as housing for persons fifty-five or sixty-two or over, on one parcel or on contiguous parcels of land, totaling at least five acres in size." The Massachusetts Commission Against Discrimination has held that if a manufactured home community was not originally constructed expressly for use as a retirement community, it does not fall within the exemption in the statute. Jackson and Yamarine v. Royal Crest, Inc., 13 MDLR 2017 (1991).

Therefore, as previously indicated, this office cannot allow or disallow this rule.

In my final reading of both sets of rules, I note two typographical errors for your review-- in rule 9E, you have used the word "altercation," where I think you wish to use the word "alteration," and in rule 15C, you have used the word "sight," where I think you mean to use the word "site."

Again, thank you for taking the time to re-submit the rules, and we have no further comment at this time. If you have any questions, please contact me at (617) 727-2200, ext. 2982

Sincerely,



Diane L. Lawton

Managing Attorney

Consumer Protection and Antitrust Division

cc: Tim Solomon, Counsel, DHCD



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Mitt Romney, Governor ♦ Kerry Healey, Lt. Governor ♦ Jane Wallis Gumble, Director

September 15, 2005

Ms. Cheryl Anusewicz, Secretary
Twin Coach Mobile Home Park
228 Wareham Street
Middleborough, MA 02346

Re: Twin Coach Mobile Home Park - Rules Review

Dear Ms. Anusewicz:

I have reviewed your August 19, 2005 revisions to the rules of the manufactured housing community referenced above.

These revised rules satisfactorily address the concerns I had regarding Rule 13 "Water Use" and Rule 1a, Retirement Community".

I have no further objections to these rules. They are approved pursuant to G.L. c. 140 section 32L(5).

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Solomon", followed by a long horizontal line.

Timothy Solomon, Counsel

Twin Coach Estates Written Disclosures

Rent: The rental fee for Edgeway is _____ per month. Due on the 1st day of the month. If after 5 days the rent has not been paid a late fee of \$25.00 will be charged. If a payment check is returned insufficient funds a \$25.00 fee will be charged and any applicable bank fees will also be added.

Additional Fees: Use of water for irrigation, a fee of \$100.00 annually will be applied to all residents with an irrigation system. It can be paid in one payment or in any payment plan you would like set up with owner/operator.

Work performed: If you request work to be performed by owner/operator a fee will be charged due upon completion of requested work, or payments can be discussed. A \$25.00 an hour charge for labor plus the cost of materials. An estimate can be requested.

Snow removal on walkways and driveways will be performed upon request for a fee of \$25.00.

Landscaping, mowing, trimming of trees and shrubs can be done upon request for a fee predetermined according to work needed or requested.

Common Areas: The parks owner/operator is open to use of common areas by tenants as long as owner/operator is notified of such intentions. There is an area designated for recreational vehicle's contact office for information.

Waste Removal: Any resident wishing to have owner/operator remove any trash that is not considered ordinary household trash such as appliances, furniture, rugs, construction waste, old computers, televisions, ect. A fee will be assessed according to the items removed.

Selling your home: Please have any realtor you contract check in with the management office to insure all the proper information can be given to any prospective tenant. In addition we would like to inform the realtor of all processes of applying for tenancy.

Utility obligations: All home owners are responsible for their own utility bills.

Subtenants: If a tenant shows reasonable *circumstance* for subleasing their home it must be understood you are still solely responsible for the rent payment. Any damages caused by the subtenant will also be your full responsibility. The subtenant must go through the application process just as any prospective tenant would.

Twin Coach Estates Rules And Regulations

These rules govern the homeowners/residents' occupancy and use of the home site and common areas in the community. They intend 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. Community Owner(s)' Manager and Emergency Phone Number

Community Owner(s)' Name(s), Address and Phone Number:

Twin Coach Estates, Inc.
17 Wesley Circle, Middleboro, Ma. 02346
(508) 946-9550

Community Manager's Name, Address and Phone Number:

Corey W. Farcas, 17 Wesley Circle, Middleboro, Ma. 02346
(508) 946-9550

Emergency Phone Number(s)

(508) 265-1221

911 Emergency

508-947-4422 Police non-emergency

508-947-4121 Fire non-emergency

2. Application for Tenancy

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

3. Registration

Upon approval of the application for tenancy in the community, all residents in the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remain less than ninety days in a calendar year.

4. Residents' Rights and Responsibilities under the Law

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

(B) These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law," along with the following: (a) the amount of rent; (b) an itemized list of any usual charges of fees; (c) the proposed term(s) of occupancy, including the option of a lease for the 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 common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for the resident inspection a copy of the Attorney General's manufactured housings 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 an 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 the 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 (thirty days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

6. The Home Site

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

7. Occupancy

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

8. Common Areas

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

9. Utilities

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

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

C. Cable TV and Telephone Service: Each home owner shall pay for all cable TV, telephone, and internet service actually provided to the manufactured home.

D. Metered Utilities: Each homeowner is required to pay for his or her own use of gas, oil, and electricity, as long as (1) there is individual metering by the utility or utilities, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.

E. Changes in Gas and Electrical Services: 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 have obtained proper permits and complied with all applicable electrical or other safety codes.

F. Tampering with Utilities: Tampering with meter boxes and utility services is not permitted.

G. Disposal of Wastes: The community's utilities and 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, club house, or other common area in the community. Examples of substances and wastes covered by the 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.

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 reasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with the respect for the safety and view of neighbors.

11. Maintenance of the 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 the roadways are responsibly free from debris and rubbish.

12. Snow Removal

The community owner is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas. Residents are responsible for clearing snow and removing ice, where necessary, on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in the 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 reasonable and non-discriminatory manner.

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. Ordinary household garbage and rubbish should be placed in *Town of Lakeville trash bags set on the curb on Friday's for pick up and removal by park authorized personnel.*

B. All residents shall store garbage and trash inside 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. (See line A. for details).

D. If 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. (call office for details).

F. Residents may not dump trash in common areas.

15. Aesthetic Standards for Exterior of the Home Site

A. **Maintenance of Structure:** All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, fences, and/or outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.

B. **Maintenance of Site:** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawn and shrubs should be kept mowed and trimmed to prevent them from appearing over grown.

C. **Repairs to the Home or Site by Community Owner/Operator:** If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that specific work is required to bring the home site into compliance with such rule, and the owner/operator will perform the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within ten days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that the charges have been listed in the Written Disclosures described in Rule # 4.

D. **Structural Modifications to Home or Site:** With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design and siting, of the majority of homes in the community. For the 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 the patio areas, or the erection or alteration of any additions, decks, porches, skirting, awnings, sheds, fences, enclosures, or 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. 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 the homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

E. Exterior Aesthetic Standards for Community: A list of exterior aesthetic standards for our community include: *Our community does not have any specific standards please refer to Rule D. before any changes, additions, or modifications are made.*

16. Interior Appearance and Improvements

Tenants shall be responsible for the interiors' compliance with applicable government health, safety, and other regulations, and shall only be subject to enforcement by the appropriate government authorities.

17. Landscaping

A. Landscaping by Owner/Operator: With regard to landscaping - such as plants, trees, or shrubs - that the owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the owner/operator shall be trimmed without 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 planting. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

B. Landscaping by Residents: Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see rule 18 below) and obtaining owner/operator's prior 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 planting.

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 "DIG SAFE" law. The number for "DIG SAFE" is 1-888-344-7233 or visit www.digsafe.com. The owner/operator must be given notice of the appropriate "DIG SAFE" clearance numbers and 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 or services for the home and the home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods or services may pose risks to the

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

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 or garage (if any). The resident may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are not in use, provided that they are placed on a deck, patio, or porch and do not interfere with lawn maintenance.

22. Fire Safety

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks - such as fireplaces, wood stoves, and other equipment involving open fires - they are responsible for ensuring compliance with all applicable government health, safety, and other regulations on public health and fire safety, including those of the local fire department. This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.

23. Owner/Operator's Right of Entry

The owner/operator may enter onto a tenant's site in case of emergency that threatens the safety or property of the tenant or others. The owner/operator may also enter the site either to inspect the pad, utility connections, and the general condition of the site, or to show the site to individuals interested in renting the site or purchasing the home; however, in such cases, the owner/operator must provide reasonable advance notice before entering onto the site. The owner/operator will not enter the 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 and local standards that are applicable to the community and/or the home. Residents will make sure their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.

B. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use and quiet enjoyment of their homes or home sites at any time.

C. Noise and Disturbances: Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 7:00 A.M., or during the time period specified in any applicable local by-law or ordinance.

D. Interference with TV and Radio Reception: The community does not permit any short wave or CB equipment or similar device that interferes with the other residents' 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. The use of fireworks in the community is prohibited.

25. Non- Residential Activities

Non - residential activities are permissible in the home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive utilities, they may fall under this rule.

~~Yard sales are permitted between the hours of 8:00 A.M. and 5:00 P.M.. Residents must request the owner/operator's approval to hold yard sales, and such permission shall not be unreasonably withheld or delayed.~~

26. Pets

All pets must be properly licensed 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. 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 restrained at all times, by leash or other reasonable restraint. The owner is responsible for cleaning up after his or her pet. If the pet owner violates this rule, the owner/operator may take

what ever 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 the gross weight of 8600 pounds, with two or more axels.

B. Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles *on the street*, as long as they don't interfere with the safe passage of emergency vehicles and other residents' rights to use of quiet enjoyment of their homes and home sites.

C. Unregistered Vehicles: No permanently unregistered vehicles that are unsightly, in obvious disrepair, or in violation of local ordinances shall be permitted in the community.

D. Other Vehicles: Boats, trailers, motor homes, recreational vehicles, and commercial vehicles over 8600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes.

E. Violations and Towing: Any vehicles parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the proper 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 15 miles per hour.

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

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

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

fails to comply with this rule and whose failure causes damage to the driveway may be liable for the costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

30. N/A no community center

31. Subleasing of Sites and Renting of Homes

Any proposed subtenants must submit applications for residency, described in Rule 2 above. Any proposed subtenants will be approved as long as they provide the owner/operator with reasonable evidence that they have financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement in rule 3. Even after the owner/operator approves a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.

32. Sale, Lease, or Transfer of Manufactured Home

Homeowners have the right to sell their homes on their home site. 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 Rule 2 above. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized. The owner/operator has ten calendar days to consider applications, which are deemed to be approved if, after ten calendar days, the owner/operator has not rejected the application and given the reasons for that rejection, in compliance with Rule 2 above.

33. Broker for Sales of Homes

Homeowners who sell their homes may sell their home directly, or use any broker of their choosing. In addition, homeowners may, if they wish, contract to have the community owner/operator act as their broker. Under those circumstances, homeowners should enter into and sign a separate written agreement naming the owner/operator as their broker and charging a broker's fee of no more than 10% of the sale price of the home.

34. For Sale Signs

Homeowners may place signs in their homes which advertise their home as "for sale". Homeowners using outdoor signs must comply with Rule 18 in digging. In addition, the signs used must be a type available commercially, and consistent with Rule 15 on aesthetic standards for the exterior of the home site.

35. Liens

For any overdue rent or other permissible tax, fee, or other properly disclosed charge, a community owner/operator may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The owner may enforce such a lien by bringing a civil action under General Laws chapter 255, section 25 A to have the property sold to satisfy the debt.

36. Replacement of Manufactured Home

If a tenant intends to replace his or her home with one of like dimensions, he or she shall obtain the approval of owner/operator before placing the order for the new home, and such approval shall not be reasonably withheld or delayed. The new home and its installation and placement on the site must comply with community's reasonable rules and any applicable federal, state, or local government requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements.

37. Approval of Owner/Operator and Enforcement of Community Rules

In any matter 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 the 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 be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than ten days, unless another time period is provided in an enforceable rule of applicable law.

38. 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 a complaint in writing, you can contact the owner/operator at the number provided in Rule 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

39. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. At least 75 days before the effective date of any new rules or changes to existing rules, the owner/operator will both conspicuously post *on the community bulletin board at the entrance of the park*, and provide ~~the~~ tenants association with a copy of all the Community Rules and any

changes in 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 the effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date

40. Severability

If any provision of these rules is held to be invalid, either on its face or as applied to residents, such a determination shall not affect the remaining rules.

1.a Retirement Community

Twin Coach Mobile Home Park is a retirement community aged 55 years of age or older. In order to qualify as a resident of this community, at least one resident must be 55 years or older.

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 receipt 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 there of 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 the 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 fifty percent of the tenants 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 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 the 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 _____ 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 Law. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on (date) _____
(Tenant - Name) _____