

RULES AND REGULATIONS GOVERNING Northshore Community, LLC

1. REGISTRATION

The law requires that all residents (which term shall include all tenants and subtenants) must register at the office upon arriving at the Park. To maintain current records at all times, the management may periodically require new registration forms to be completed.

2. CHANGE IN OCCUPANCY

No resident will be allowed to sublease or assign their tenancy, or to allow any person to reside with them as a tenant or subtenant without first seeking and obtaining the approval of the management, which approval shall not be unreasonably withheld and shall meet the age restrictions contained in these rules. As used in these Rules, a person moving into a home as his or her principal place of residence is considered a resident as appropriate. In any case, occupancy shall not exceed more than the number of occupants allowed under local, state and federal law, which in most cases is a maximum of two people per bedroom. In addition, provisions of Paragraph 18 of these Rules and Regulations must be complied with when a complete change of occupancy is proposed. Any changes in registered occupants must be reported to management within thirty (30) days. This includes any additions, transfers, sub-tenancies, inheritance rights and is meant to cover any change in occupancy regardless of how the occupancy may have resulted in a change. In any event, any new occupants must meet park approval.

3. RENT AND TAXES

Rent and monthly fees under G.L. c. 140 § 32G shall be received by the first day of each month provided, however, that the rent of persons who provide written evidence that they receive governmental assistance or pension income after the first shall be received on or before the fifth of the month. There will be a \$25 charge for any checks returned due to insufficient funds in addition to any charge assessed by the Bank. A later fee of \$25 per month will be charged for any monthly rent or portion thereof which is 30 days past due. Repeated failure to pay on or before the due date shall be considered a substantial violation of these Rules. It is a violation of these Rules. Also numerous small untimely payments will also be deemed a substantial violation of these rules

and may result in an administrative fee for additional bookkeeping. Any financial penalties for failure to pay rent shall conform to 940 CMR 10.03(2)(i).

4. **LIENS**

Pursuant to law, any money due for the rent, facilities, storage or otherwise under these Rules and Regulations and for any tax assessed on manufactured homes placed in the Park will constitute a lien on the manufactured home and its contents and such lien is enforceable by civil action to have the property sold to satisfy the debt pursuant to Chapter 255, Section 25A. Enforcement of any such lien shall be in accordance with Chapter 255, Section 26.

5. **PETS**

Only indoor pets shall be permitted such as traditional indoor domestic pets like birds, fish, hamsters or similar indoor pets which pets shall be kept within the unit at all times. The purpose for this rule is that the lots upon which the manufactured housing units are situated are relatively small and to allow outdoor pets would create the potential of interfering with the peace, health and safety of other units.

This rule specifically prohibits outdoor pets due to the compact nature of the park making it an inappropriate location for outdoor pets in that such pets get underneath mobile homes requiring rescue and disturb the peace and quiet of other residents, as well as create a potential health hazard. This no outdoor pet rule is designed for the benefit of all residents and exceptions to this rule are inappropriate under these circumstances.

6. **MAINTENANCE OF UNITS - BASIC STANDARDS**

(a) The owner and residents of each unit must comply with all applicable governmental requirements applicable to the unit.

(b) All units and the skirting, awnings, outside structures or coverings and patio areas shall be maintained in good repair and structurally sound condition, free of chipped, peeling, flaking or faded paint and rust spots, and in compliance with applicable health and sanitary codes. Effective on the date of these rules vinyl skirting shall be required for all newly installed homes, and for replacement of any skirting which is in disrepair on any existing units. The use of wood or plywood skirting is prohibited because of its tendency to attract pests, etc.

(c) Management shall provide water and sewer lines to the pad and maintain the water and sewer lines throughout the park which are below the ground or pad.

The tenant shall provide and maintain any piping which connects the home to the (park) provided pipes that terminate at the height of the pad. Therefore, all plumbing above the pad shall be the responsibility of the tenant. All plumbing or piping below the pad shall be the responsibility of the park.

In accordance with national and local plumbing codes any connection of plumbing to the park's underground water distribution system shall be protected from freezing by means of a heating cable and insulation which shall be owned, supplied and maintained by the tenant.

(d) Electrical. The park shall provide electrical service to the pad or adjacent to the pad which shall provide a junction box to which the tenant shall provide a wire from their manufactured home to the park provided junction box. This wire shall be provided, owned and maintained by the tenant. The junction box and any wiring from the junction box to the electrical source shall be the responsibility of the park.

7. WATER USE

Other than washing of resident vehicles as permitted by Rule 13(d), no outside water use shall be allowed except to water lawns or shrubs between the hours of 6:30 A.M. to 7:30 A.M. or 6:30 P.M. to 7:30 P.M. Changes in or additional hours, if any, may be posted by the management provided at least two alternative watering hours are permitted.

Wading pools are not allowed because they are a major potential liability for the park as well as the tenant. If a child should wander into a resident's wading pool the child could drown. The park does not have the resources to patrol and regulate the use of such pools and accordingly due to this safety hazard they are not allowed. At the request of our insurance company we have promulgated this rule to avoid liability issues.

8. CLOTHESLINES, SHEDS AND OTHER ADDITIONS

(a) Only reel or straight-line clotheslines are permitted, in an approved location, which approval shall not be unreasonably withheld. None are to be tied to trees. All clotheslines are to be placed to the rear of the lot.

(b) All new exterior antennae and satellite dishes must not be of a height greater than four feet above the roof line of the home and must be approved by the management, which approval shall not be unreasonably withheld. Any construction by the tenant or his agent and any approvals by the landlord shall conform to provisions of the Telecommunications Act of 1996 as amended.

(c) Sheds, awnings, fuel tanks and fuel tank coverings, swing sets, or other structures or additions may only be erected with written permission of the management, which approval shall not be unreasonably withheld, and in compliance with all applicable governmental requirements, and in an approved location. Tank coverings shall be of similar material to that covering the home and approved by the management, which approval shall not be unreasonably withheld. Each must be maintained in good repair and structurally sound condition, and free of chipped, peeling, flaking or faded paint or rust spots. The only acceptable proof that the landlord approving such structures shall be the tenant's copy of written permission on the form provided by the landlord.

(d) Sheds and structures erected after the effective date of these rules, must not be more than ten feet high in the center, nor more than six feet high at the sides. The overall dimensions shall not exceed 8' x 10'.

(e) Sheds and other structures shall not be used as a place for sleeping or keeping of animals, and must be located on the resident's home site ("site").

(g) Trampolines and similar devices are not permitted in the park since they are a major attraction nuisance to children and also discouraged by insurance company requirements.

9. MAINTENANCE OF SITES - BASIC STANDARDS

(a) All residents shall keep their site neat and clean, free from garbage, rubbish and other refuse. No driving over lawn areas is allowed except with the management's specific written permission.

(b) Residents must care for and maintain their lawn and shrubbery. Lawns shall be cut if the grass is in excess of 4" in height.

(c) No boats, boat trailers, recreational vehicles or other trailers may be kept in the Park.

(d) All alterations, such as installation of pads, shrubs, or the like by the residents on their site must be approved in advance by the management (such approval shall not be unreasonably withheld) and such alterations, when approved, shall be at the resident's expense.

(e) No gardens of any type are permitted on any site without the prior written permission of the management, which shall not be unreasonably withheld, in an approved location.

(f) No walls or fences shall be erected.

tanks that do not comply with this requirement may remain provided that they are safe and well maintained. Any tank that is replaced or requires replacement shall comply with this rule, if replaced after the effective date of these rules.

(c) Oil and kerosene lines must be installed with a protective insulation or cover satisfactory to Management.

(d) Absolutely no oil or kerosene tanks shall be replaced or installed without permission from the Park Management, including approval of location. Such approval shall not be unreasonably withheld.

(e) Any existing tanks deemed to be a hazard to the environment or park property shall be replaced immediately at the tenant's expense. The local building department, health department or the department of environmental quality may determine whether your existing tank is a hazard requiring replacement.

(f) Management reserves the right to remove any tank which does not meet all the safety requirements of the park and to dispose of the oil and the tank at the tenant's expense.

(g) No more than one (1) fuel oil or kerosene tank shall be allowed per manufactured home.

(h) Tenants are responsible for any and all costs of fuel spills caused by faulty tanks, delivery or dispensing of fuel. Tenant shall also be responsible for the cost of removal of any contaminated soil from a fuel spill as a result of a defect emanating from the tenant's fuel tank, as well as the costs of restoring the site to its original condition. The park does not require removal or replacement of oil storage tanks to meet environmental concerns or risks. However, should a court determine that the tenant is negligent in maintaining an oil or fuel tank, the tenant shall be responsible for any and all costs associated with its negligence and clean up.

(i) All existing tanks shall be permitted to remain, but any replacement shall comply with this rule, mindful of the tenant's responsibility to be responsible for any negligence on its part.

11. REMEDIES BY MANAGEMENT

The management shall have reasonable access to each site, but not to the interior of any home, to insure the regulations are complied with and to check the condition of the pads, utility connections and similar items. Management shall first give reasonable written notice to a resident prior to entering a site except in an emergency and except to spot check in the cold

months to see if heat tapes are properly installed and maintained in which case the management shall notify the tenant at time of entry. Such spot checks will be limited to the period between November 15th and March 15th, and shall not involve actual entrance into any unit. In any case where the resident fails to comply with obligations imposed by the regulations, the management may deliver, in hand or by registered or certified mail, a written notice of the violation, the time by which the same must be cured (which shall be a reasonable time, but not less than ten days) and the cost to have the same remedied by management. If the resident fails to cure as required by the written notice, the management may correct the violation, the cost to be paid promptly therefor by the resident. Any damage to skirting or other property of residents caused by management's negligence in gaining access and/or checks shall be promptly repaired at management's expense.

12. INSURANCE

Residents shall carry homeowners insurance, including coverage for general and premises liability, unless such insurance is not available within the community at reasonable rates. Verification of such coverage shall be provided to the management upon reasonable request. The management is not responsible for any loss or damage caused by others nor for any other loss or damage, except as may be caused by the specific negligence of its employees while acting within the scope of their employment.

13. VEHICLES

(a) All vehicles (which term as used in these Rules includes cars, commercial vehicles with a gross vehicle weight of 8,600 pounds or less, and motorcycles) must be registered with the management except those of a guest.

(b) All vehicles shall be driven at a safe speed within the Park, said speed not to exceed, in any case, five (5) miles per hour.

(c) No more than two vehicles shall be allowed per home except as provided in this subsection (c), and must be parked in the resident's paved driveway. Guests may park to the side of the street, but on the paved area, provided no parking space is available in the resident's paved driveway, and the vehicles are not parked in the roadway for longer than four hours, unless management is notified in advance of specific events such as family gatherings or cookouts, which would likely require roadway parking for more than four hours. If the guest's vehicle would be in the roadway for more than four hours, or if the family has more than two vehicles, such vehicles shall be parked in designated areas, subject to regulations and fees established by management. All fee schedules shall be in writing and posted with the rules and regulations.

(d) Only resident's vehicles shall be washed in the Park, and no repairs or overhauling of vehicles shall be permitted in the Park, except minor repairs and tune-ups which do not involve changing oil, coolant, oil filters or petroleum products.

(e) No unregistered vehicles shall be permitted within the Park after 60 days.

(f) All unauthorized and all improperly parked vehicles on the Park roads will be towed at the vehicle owner's and resident's expense.

(g) No commercial vehicles in excess of 8,600 pounds of gross vehicle weight (other than vehicles making deliveries or repairs) are to be in the Park. No motor scooters, motor go-carts, ATV's, dirt bikes or snowmobiles, shall be run or be ridden in the Park.

14. **NOISE**

(a) No person shall interfere with the other residents, use and their quiet enjoyment of their premises. Reasonable quiet must be maintained between the hours of 10 P.M. and 7 A.M.

(b) No loud parties will be permitted at any time. All residents shall, at all times, control their radios, television sets, musical instruments or noise-making apparatus, which shall be kept within a reasonable volume.

(c) Short wave, ham or CB antennae and similar devices which interfere with the reception of other tenants or with their privacy will not be permitted.

(d) No firearms, rifles, paint ball or air guns may be discharged within the Park area.

15. **COMPLAINTS**

Complaints directed to management, except those of an emergency nature, must be submitted in writing, with full particulars and signed by the complainant. Management shall respond as promptly as possible after receipt of the written complaint. Complaints should be sent to:

Northshore Community, LLC
281 A Broadway
Lawrence, MA 01841

Nothing herein is intended to restrict the rights of tenants to file complaints directly with governmental authorities.

16. BUSINESS ACTIVITIES

(a) Tag, yard or garage sales, auctions or commercial activities or business of any kind are not permitted except ancillary non-residential activities within a residential home or home site such as home offices and child care where permitted by law. Park wide yard sales shall be allowed up to three (3) times per year. Residents shall control and coordinate these activities with management.

(b) No peddlers, solicitors or trade people are permitted to solicit in the Park without displaying to management that they have received a certificate of registration from the Town Merrimac but peddlers, solicitors or trade people who have littered, defaced Park, property or failed to drive safely and properly in the Park may be denied admission.

17. SIGNS

One (1) non-commercial sign, or two (2) signs advertising the home for sale may be placed in the window of a home, but not larger than one foot by two feet (1' x 2') or other configuration totaling not more than two (2) square feet. The sign may be placed on an alternative location outside of the home with management approval, which shall not be unreasonably withheld. Signs for political candidates and advocating for ballot issues shall be exempt from this restriction, and shall be limited only by local ordinance or state law.

18. TRANSFERS AND CHANGES IN OCCUPANCY

No transferee or sub-tenant (which term herein shall mean a tenant of the owner of the manufactured home) of a manufactured home located in this Park may enter and/or assume residency in the Park and no resident shall be entitled to acquire a home unless the following conditions are met:

(a) Thirty (30) days prior to entry or transfer the applicant must have filed with the management an application in accordance with the rules of this Park. Failure to provide full and accurate information regarding financial status or prior unlawful, disruptive or unruly behavior may be a substantial violation of these Rules.

(b) Before a subtenant is approved, the owner must be current in payment of all due rent, charges and taxes.

(c) The manufactured home unit to be occupied or transferred must be in good repair and must comply with these regulations and all applicable building, health and safety codes.

(d) It must be determined by the management the applicant is financially able to pay the rent and other charges of this Park and that such person or persons do not have a background of unlawful, disruptive or unruly behavior.

(e) Any new applicant must meet the age restriction requirements contained in these rules.

(f) The applicant has signed a receipt acknowledging receipt of the disclosure form attached and receipt of the Rules and Regulations of this Park and executed an occupancy agreement.

(g) Prior to the transfer of ownership of a unit, the transferor must be current in payment of all due rent, charges and taxes or reasonable arrangements are made to assure payment of all due rent, charges and taxes prior to the time of transfer of ownership.

19. **EVICCTIONS**

This Park will not terminate a resident's tenancy except for one or more reasons specified in the "Important Notice Required by Law" in the "Disclosure Form", a copy of which is attached and made part of these Rules and Regulations, and such terminations shall be in accordance with M.G.L. Chapter 140, Section 32J.

20. **PARK AND RESIDENT DUTIES**

(a) The management will plow and sand streets of the Park during the winter months as needed. The tenant will be responsible for removal of snow and ice in the tenant's driveway and parking area and walkways. The tenant shall fully cooperate during any snow storm so that park can properly plow the streets of the park by ensuring that no motor vehicles will be left on or near the roadways.

(b) The owner shall be responsible for the final collection or ultimate disposal or incineration of resident's garbage and rubbish by means of a collection system approved by the Board of Health for the Town of Merrimac. Residents may be required to deliver/deposit their refuse at a designated collection location, Residents shall participate in any recycling program instituted by the Park or the municipality. Tires, appliances and other large items must be promptly disposed of by the resident.

(c) Rubbish, appliances, tires, leaves, grass and other refuse shall not be dumped on other sites, nor dumped elsewhere within the Park without the permission of management.

21. AMENDMENTS OR SUPPLEMENTS

These rules are complete as of the date the tenant receives them and the management reserves the right from time to time to revise the same and to adopt or promulgate additional or new ones, after approval by the Department of the Attorney General and the Executive Office of Communities and Development.

22. CHILDREN

(a) All residents are responsible for the conduct and safety of their children and any of their guests or visiting children.

Children shall not race bikes, nor ride bikes, skateboards or similar apparatus in the middle of the street. Children must not trespass on other resident's lots, or play on vacant lots or areas posted or marked for no trespassing by signs or maps. Parents shall be responsible for any damage done by their children where provided by law.

23. GENERAL

(a) Danger in digging - At each site in the Park there are underground wires, cables, and pipes which can be easily cut, and therefore no resident is permitted any excavation for any purpose until the blueprints have been carefully examined and approved by the management. Residents are responsible for any damage to underground wires, cables and pipes caused when digging on their site or other Park property, except when doing so with management approval in the location approved by management.

(b) Park electrical wiring shall not be cut by any person for any reason.

(c) In any matter which requires the approval of the management, the approval may be reasonably conditioned by the management to protect the health, safety and welfare of the other residents, the protection of Park property, and compliance with other Park rules.

(d) All residents shall abide by all fire, health, safety and sanitary regulations as applicable to this Park and to the unit.

(e) Residents must restore or replace, at the option of management, any Park property damaged by them, their guests, contractors, or invitee, or reimburse management for the reasonable cost of repairs or replacement made as a result of their damage to Park property.

(f) Easement and utility areas are not to be used for any reason except by the management and utility companies or in extraordinary situations where permission has been granted by the management in writing.

(g) Sheds or other personal property of a tenant shall be placed or stored within the boundaries of the site being leased except with the management's express written permission.

(h) Residents shall at all times conduct themselves and supervise the conduct of their guests so as to respect the rights of the other Park residents.

24. LEGAL COSTS AND FEES

If a resident violates these Rules, or the Park Owner takes steps to enforce these Rules and Regulations or to collect any rent or for the possession of any lot, or if the Manufactured Home Park, in order to protect its rights, necessarily intervenes in or becomes a party to any action growing out of the rental of a manufactured home site or for violation of the laws, then the tenant will pay the Park's costs and reasonable attorney's fees provided the Manufactured Home Park prevails.

Further the Manufactured Home Park shall pay to the resident the reasonable attorney's fees incurred by the resident as the result of the Manufactured Home Park's violation of the laws or in the successful defense of any action or summary proceeding commenced by the Manufactured Home Park, provided the first paragraph of this Rule 24 would have been enforceable against the resident had the park owner prevailed. Such fees and costs may also be recovered as provided by law in an action commenced against the Mobile Home Park or by way of counterclaims in any action or summary proceeding commenced by the said Park against the resident.

25. RIGHT OF FIRST REFUSAL

The following rules govern the conduct of all tenants who sign a lease agreement as a freely negotiated term of their lease regarding right of first refusal which rights are set forth below and governed by the Massachusetts Attorney General Regulations 940 CMR 10.07(7).

(a) At anytime a current owner receives a bona fide offer to purchase his or her unit, the unit owner shall notify the Park owner in writing of the terms of such offer. The Park Owner shall have fifteen (15) days from receipt of such writing to accept or reject the offer. If the offer is accepted, the Park Owner shall complete the purchase on the terms set forth in the third party offer.

(b) If the Park Owner fails to accept the offer and the sale to a third party is not consummated, the unit owner shall not be required to submit

subsequent third party offers made within one (1) year unless a price is materially reduced.

(c) This right of first refusal shall not apply to any transfer to members of the homeowner's family, including step-relatives and domestic partners.

26. **DISCLOSURE NOTICE**

The terms of the disclosure notices are incorporated herein.

Northshore Community, LLC

By:
Duly authorized