# Community Rules

## FOR

## Meadowbrook Mobile Home Park

A 55 years old & over Resident-Owned Community

**Owned and operated by:**
**Meadowbrook HOA, Inc.**

## Important Notice Regarding Community Rules

Please take notice that Meadowbrook HOA, Inc. wants to amend the community rules. In particular, we intend to amend the attached rules number 1,2,3,9,13,14,15,24,25,26,27,29 and 32. The proposed new rules are attached. These new rules would apply to all community residents, and may have a material effect on living conditions in the community. The Attorney General and the Director of the Department of Housing and Community Development have the authority to approve these new rules.

Any resident who wishes to provide comment on the proposed rules should write to the:
Consumer Protection Division, Office of the Attorney General, One Ashburton Place, 18th Floor, Boston, MA 02180.

Residents may also submit their comments to Meadowbrook HOA, 2 Rebecca Ave, Hudson, MA 01749

Please note that this complies with the requirements of 940 C.M.R. 10.04(3).

## IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the Attorney General and the Director of Housing and Community Development and either a copy of the approvals thereof by the Attorney General and said director or a certificate signed by the owner stating that neither the Attorney General nor said director has taken any action with respect thereto within the period set forth in Paragraph (5) of Section 32L of Chapter 140. This notification must be furnished to you at least 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 to you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than 50% of the tenants residing in the manufactured housing community has certain rights under Section 32R of Chapter 140; to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than 50% of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the Consumer Protection Division of the Attorney General's Office.

## REQUEST FOR INFORMATION

The undersigned, a tenant in a manufactured housing community known as Meadowbrook Mobile Home Park and located at 2 Rebecca Ave, Hudson, MA 01749 desires to receive information concerning any proposed sale of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on _____ (date).

Tenant Name

_____

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## RULES AND REGULATIONS OF
# MEADOWBROOK MOBILE HOME PARK

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 the community; preserve the property of both residents and the community: and allocate services and facilities in a fair and appropriate manner.

## 1. Community Owner(s)' Name(s), Address(es) and Phone Number(s): Meadowbrook HOA, Inc, 2 Rebecca Ave, Hudson, MA 01749

These rules use the terms "Association", "Board of Directors", and "Property Manager" to refer to either the owner(s), the operators(s), and/or the manager of the community

**a.** Meadowbrook Mobile Home Park, since its inception in 1970, has been a retirement community for residents 55 years of age and older. In order to qualify as a resident of this community must be 55 years of age or older at the time of application.

## 2. Application for Tenancy

**a.** Any person intending to establish tenancy in this community (the "applicant") and any additional occupant must first fill out an application with the Membership Committee in advance. The approval process (Financial and Cori Checks) must be completed after the initial sales agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. No applicant may move into the community until this process is completed. Tenancy applications shall be approved or denied by the Board of Directors, and the Board of Directors shall consent to entrance by the applicant and approved members of the applicant's household, if the applicant and the members of his or her household meet the currently enforceable rules of the community, the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question and meets the Board of Directors approved Applicant Screening Policies and Procedures as recommended by the Membership Committee. The Board of Directors shall have 10 calendar days to consider each completed application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each prospective

applicant. Any additional person(s) intending to become an occupant of the home, must agree to a CORI check and be approved prior to moving into the community.

**b.** In case of an inheritance of the property, written legal proof must be provided to the Association. All rules of occupancy must be adhered to, if the benefactor of the property is less than 55 years old, occupancy will not be allowed.

**c.** All applicants must join the Meadowbrook HOA, Inc. and intend to reside in the community.

## 3. Registration

**a.** Upon approval of the application for tenancy in the community, all registration requirement applies to all persons who intend to reside in the community with the exception of guests who remains less than 90 days in any 12-month period.

**b.** Guests who remain in the community in excess of 90 days in a 12-month period must apply for tenancy in accordance with the policies of the Board of Directors. Guest must be over 55 years of age to become permanent occupants of the home after 90 days. If the home is inherited by a family member or individual, they must be over 55 years of age to become permanent member of the community and move into the home. It is the responsibility of the mobile home owner to inform the additional occupant of all Rules, Regulations and Bylaws of the Park.

## 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 subject to increases; (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 Association shall make available for resident inspection a copy of the

Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), 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 Association through its Board of Directors or Property Manager at least 72 hours prior to the signing of any occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

## 5. Rent

**a.** The due date for payment of rent is on the first day of the month, and if not received by the tenth day following, will be recorded as received after the due date. Any fees which may be imposed either for late payments (no less than 30 days after the due date), or for checks returned for insufficient funds, shall be itemized 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.** A home site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; personal motor vehicles; and ancillary structures or areas, such as decks, porches, sheds, or carports. There can be no permanent structures erected on the site.

## 7. Occupancy

**a.** 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

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

## 9. Utilities

**a. Association's Responsibility:** The Association shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection. This includes the shut off of water at street and yard, with each manufactured home, in accordance with applicable laws.

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

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

**d. Metered Utilities:** Each homeowner is required to pay for his or her own use of electricity, as long as (1) there is individual metering by a utility, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures. All homes in the park are heated and cooled by electricity. There is no gas service in the park. Oil and propane are prohibited for home use**.**

**e. Changes in Electrical Service:** Any homeowner wishing to make changes, increases, or alterations to his or her electrical service must first notify the Property Manager that he or she has 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, or in the street drains or other common area in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary products, diapers, wipes, moist sanitary wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, solvents or kitty litter. Residents shall dispose of such substances and wastes according to proper handling and removal instructions according to law.

**Fines will be imposed on homeowner(s) for improper disposal of waste and may result in restitution to the park for the cost to clean up or repair damage caused by such disposals.**

**h. Heat Tapes/Water Pipes:** The Corporation is responsible for supplying, maintaining, repairing and paying for utilities to the connection at each Home.

**1.** If the piping or valves break, freezes or leaks, the resident is responsible for piping or valve repair at their 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 valves from the point of connection with the Home to the Home to prevent piping from breaking, freezing or leaking. Repairs to damaged or leaking piping must be made promptly to avoid excessive usage and added costs to the park and other residents.

**3.** If the water piping or valves from the point of connection to the Home breaks, freezes, leaks and/or burst, the resident is free to hire their own plumbers, however, if the Homeowner fails to make prompt repairs, the Board of Directors and/or Property Manager will give written notice to the Homeowner(s), unless the situation gives rise to an emergency. If the resident does not comply with the Property Manager's request, the property Manager is required to hire a plumber to repair the problem and the resident will be billed at the prevailing rates of the plumber/plumber company. These charges are due upon completion of the work.

**4.** Heat tape installation is highly recommended to aid in preventing the freezing of water pipes.

## 10. Satellite Dishes

**a.** Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the Board of Directors which approval shall not be unreasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with respect for the safety and view of neighbors.

## 11. Maintenance of the Community Roadways, & Other Common Areas

**a.** The Association shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the Association shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish.

## 12. Snow Removal

**a.** The Association is responsible for clearing 2" plus of snow and treating ice, where necessary, from the community roadways and other common areas.; also removes snow from driveways.

**b.** However, each resident is responsible for clearing less than 2" snow and treating ice from other areas on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in community roadways.

## 13. Water Use

**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.

**c.** Watering of lawns is permitted by means of hand-held watering devices only in accordance with schedules which reflect local ordinances and water bans and are changeable from time to time.

**d.** Such schedules shall be posted at the entrance to the park and will be enforced. Fines will be imposed on mobile home owner(s) for water violations. 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. Outside laundering of none residences personal belongings and any other business requiring excess amounts of water are forbidden. Town water bans will be enforced.
**Fines will be imposed to homeowner(s).**

## 14. Garbage and Rubbish Collection and Disposal

**a.** The Association shall be responsible for the final removal of residents' ordinary household garbage, rubbish and recycling. These items are picked up at the curb on designated morning. Residents are asked to put all trash and garbage into plastic bags and inserted into trash barrel. Trash may be placed at the curb the night before, but needs to be contained inside a covered barrel.

**b.** Recycle items must be in recycle container loose – not in plastic bags.

**c.** All Residents should store garbage and trash inside the home or shed or under the carport until the day designated for trash removal, and shall pack such garbage and trash in bags or containers that are leak-proof and securely fastened.

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

**e.** If the municipality or trash collection company imposes recycling rules, the Association may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.

**f.** Residents may not dump trash on common areas, including the maintenance area.
**Fines will be imposed on homeowner(s) for trash violations.**

**g.** Residents requiring the use of a dumpster for any use, must receive written permission from the Board of Directors prior to acquiring the dumpster. All dumpsters need to be placed on wood to prevent damage to driveways. Dumpsters are not allowed to be placed on the lawns.

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

**a. Maintenance of Structures:** All homes, must be 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. Shrubs should be kept trimmed to prevent them from appearing overgrown. The Association cuts all lawns unless a resident requests to cut their own lawn.

**c. Repairs to the Home or Site by the Association:** If the home's exterior does not comply with any enforceable community rule, the Board of Directors and/or Property Manager will notify the resident in writing that specific work is required to bring the home or site into compliance with such rule. The resident needs to inform the Board of Directors that the work is completed or that they have arranged to have the work done within 10 days of receiving the first notification. If no such notification is received, the association will send a second notification. If the resident does not complete the work within 10 days of receiving the second notification, a third and final notice will be sent. After 10 days of receiving the final notice the Board of Directors and/or Property Manager will request a quote from a contractor to complete the work listed in the violation notice. Fines will be imposed on mobile home owner(s) at each second and third notice.

**Contractor Fees:** A notice specifying the dollar amount from the contractor will be sent to the resident. If the resident does not do the work within 30 days of receipt of such notice, the Association will contract with the contractor to complete the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 4.

**d. Structural Modifications to Home or Site:** With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design and siting, of the majority of homes in the community. For purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself, or the erection or alteration of any additions, decks, porches, skirtings, awnings, sheds, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the Board of Directors, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the Property Manager reasonable proof of such approval by the local building inspector. The Board of Directors and Property Manager shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

**e. Exterior Aesthetic Standards for Community:** A list of exterior aesthetic standards for our community include:

Maintain exterior of homes in neat appearance, free from dirt, mildew, peeling paint, etc.

**1.** The exterior color of the home shall be similar to the majority of the homes in the park.

**2.** Skirting should be secure, neat and free from dirt, damage or defect and shall cover the entire perimeter of the home.

**3.** Carports should be used for parking or as an outdoor sitting area. They should be kept clean and neat in appearance. Gardens shall be kept in good condition, free from tall weeds, etc. Shrubs that are planted around the home should be kept trimmed. Remove or replace dying or dead shrubs. No fences may be erected. Gardens and scrubs should be contained within 3 feet surrounding your home.

**4.** Windbreakers around carports shall be kept clean and free from defects.

**5.** Exterior light fixtures shall be kept in good condition and in working condition.

**6.** Window and door screens shall be kept clean and in good condition.

**7.** No swing sets, play structures, pools, hot tubs or other free-standing equipment are allowed on the lots.

**8.** "For Sale" signs must be placed inside home windows and may not exceed 24 inches x 36 inches in size. No exterior signs are allowed anywhere. See 33A

**9.** Satellite dishes must be placed on the manufactured home in a desirable manner, approved by the Board of Directors.

**10.** Each home must have an address number, at least three inches in height, clearly visible on the front of the home.

**11.** No fences between mobile homes due to lawn care.

## 16. Interior Appearance and Improvements

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

## 17. Landscaping

**a. Landscaping by the Association:** With regard to landscaping — such as plants, trees or shrubs — that the Association has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the prior written approval of the Board of Directors. In addition, no trees planted by the Association shall be trimmed without the prior written permission of the Board of Directors**.** Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident, including landscaping, as long as the resident repairs any damage to the home site caused by the removal of such improvements. Residents are responsible for the maintenance (trimming) and replacement of shrubs within three feet of their home.

**b. Landscaping by Residents:** Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 18 below) and obtaining the Board of Director's prior written approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

**c.** Residents may not plant trees without written permission from the Board of Directors.

## 18. Digging

**a.** Before a resident begins to dig or excavate on his or her site, he or she must notify "Dig Safe" and comply with state "Dig Safe" law. The number for Dig Safe is (888) DIG-SAFE (344-7233) or you may visit Dig Safe online at www.digsafe.com. The Property Manager must be given written notice of the appropriate Dig Safe clearance numbers and clearance dates prior to starting any digging. All excavation shall be done by persons licensed to do such work and such persons must provide the Association evidence of suitable liability and workers compensation insurance prior to commencement of excavation. Reasonable insurance is defined in 940 C.M.R. 10.01 and means an amount and type of insurance coverage that is reasonably related to the nature, scale and risk of potential loss, and does not exceed the prevailing average amount or type of coverage that is customarily required of suppliers of the particular good or services in the area. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

## 19. Goods and Services

**a.** The resident may hire any vendor, supplier, or contractor of his or her choice to provide goods and services for the home and home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods or services may pose risks to the health, safety, welfare, or property of other residents, the Association, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance (including workers compensation insurance) in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the Board of Directors or Property Manager upon request

## 20. Soliciting

**a.** Except for such suppliers engaged or about to be engaged by residents and/or the Property Manager and/or the Board of Directors, other commercial vendors are prohibited from soliciting and peddling within the community.

## 21. Storage

**a.** Residents should not use decks, porches, carports, 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 without the written permission of the Board of Directors. Such items must be stored inside or under the home, or in a shed (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

**a.** 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, 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. Residents are required to provide the Board of Directors with a copy of the permit after job is complete.

## 23. Association's Right of Entry

**a.** The Association, through Board of Directors ⁄ or Property Manager, may enter onto a tenant's site in case of emergency that threatens the safety or property of the tenant or others. The Association's vendors may also enter the site, to mow lawns, to plow driveways or for lawn care. Any other site maintenance issues not done by residents, to inspect the pad, utility connections, and the general condition of the site, or to show the site to individuals interested in purchasing the home; however, in such cases, the Association must provide reasonable advance notice before entering onto the site. The Association will not enter a manufactured home unless the tenant has provided prior consent in writing on a separate document addressing only the issue of consent.

## 24. Residents' Conduct

**a. Compliance with Applicable Laws and Community Rules:** All residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. Residents will make sure that their visiting 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 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.** If conduct rules are continuously ignored after 3 notifications, a fine will be imposed for each violation.

## 25. Non-Residential Activities

**a.** Non-residential activities are permissible in the home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule.
If rules are continuously ignored after 3 notifications, a fine will be imposed on the home owner(s).

**b.** Individual Yard Sales are NOT permitted.

## 26. Pets

**a.** All pets must be properly licensed and immunized, if so required by the local municipality. The Town of Hudson requires all dogs to be licensed and immunized.

**b.** The total number of indoor/outdoor pets allowed is three.

**c.** All residents must disclose ownership of all pets to the Association. Whether inside or outside the home, pets are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their guests. Whenever a pet is outside your home, it must be reasonably restrained at all times, by either a leash or other reasonable restraint.

**d.** Please note: the owner's personal insurance must cover any and all possible property damage and/or personal injury caused by one or all of said pets.

**e.** The pet owner is responsible for <u>immediately</u> cleaning up after his or her pet.
**Fines will be imposed on the home owner(s) if these rules regarding pets are not followed.**

## 27. Vehicles and Parking

**a. Personal Motor Vehicles on Site:** Residents may not park their personal motor vehicles anywhere other than their driveway. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8,600 pounds, with two or more axles.
All vehicles must fit within the driveway area.

**b. Guest Parking:** In addition to parking in designated parking spaces on the home site, guests may park their vehicles on the street, as long as they do not interfere with the safe passage of emergency vehicles, snow plowing**,** mail delivery, and residents' driveways. No long-term overnight parking is allowed on the street without written approval from the Board of Directors. No overnight parking is allowed from November 15 through April 30 due to snow removal.

**c. Unregistered Vehicles:** No permanently unregistered vehicles shall be permitted in the community.

**d. Other Vehicles:** Boats, trailers, motor homes, recreational vehicles, and commercial vehicles over 12,600 pounds may be kept in the community only if the Board of Directors provides written permission and a storage area for such purposes.

**e. Violations and Towing:** Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle.
**Fines will be imposed on the home owner(s) if these rule regarding vehicles and parking are not followed.**

## 28. Use of Community Roadways

**a. Speed Limit:** All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 20 miles per hour.

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

## 29. Repair of Vehicles

**a. Major Repairs:** Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community if such work may involve a risk of leakage of petroleum products. Residents are permitted to do minor repairs of their vehicles within the community as long as there is 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 Association shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the Board of Directors may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the driveway may be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

**Fines will be imposed on the home owner(s) if these rules regarding repair of vehicles are not followed.**

## 30. Subleasing of Sites and Renting of Homes

**a.** This is a Resident-Owned Community where ownership of the homes is of paramount importance. Thus, subleasing of sites is not allowed except in cases of hardship as defined in the Bylaws of this community and applied by the Board of Directors. All proposed subtenants must submit applications for residency, described previously in Rule 2. All proposed subtenants will be approved as long as they provide the Board of Directors 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 requirements in Rule 3. Even after the Board of Directors approve a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.

## 31. Sale, Lease, or Transfer of Manufactured Home

**a.** Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the Property Manager at least 30 days before the intended sale, lease or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by Rule 2. This approval process must be

completed after the initial agreement is reached but before the sale, lease, or transfer is finalized.

**a. For sales of homes:**

**1.** The letter to the Property Manager will contain the broker's name, telephone number, and address;

**2.** The asking price and the names, telephone number and address of any party having signed the Purchase and Sales Agreement;

**3.** The Association will conduct an inspection of the lot to assess any damage to the home site. The seller and buyer will be informed of any damage for which the homeowner is responsible.

**b. For removal of homes**:

**1.** All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;

**2.** A copy of the local permit to remove must be given to the Property Manager prior to removal;

**3.** After removal, the lot is to be cleaned of any trash, debris, and hazards (e.g., stairs falling apart, outbuildings in disrepair, broken glass). Any damage done to landscaping, utilities or driveways must be promptly repaired and any holes in the ground must be filled in so that the site is rendered in a clean and safe condition.

**c. For homes to be moved in:**

**1.** The Board of Directors require written approval of all new and used homes prior to delivery into the community, such approval shall not be unreasonably withheld;

**2.** The Board of Directors reserve the right to inspect any used home before moving it into the community to confirm that it meets size standards of the lot and applicable state requirements;

**3.** If required by local, state or federal regulations, the home must first be approved by the regulating authority for compliance with state and local code requirements;

**4.** The home and all associated installation work must meet all state and local building and health code requirements;

**5.** The homeowner must provide the Association with a copy of the applicable local permits for installation of the home, the license of each contractor installing the home and connecting it to utility services, and proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.

## 32. Broker for Sales of Homes

**a.** Homeowners who sell their homes may contact the Board of Directors for broker recommendations, or sell their home directly, or use any broker of their choosing. Homeowners must direct outside brokers to the Membership Committee Chair to receive instructions on the process to become a member of the park when purchasing a home in the community.

## 33. For Sale Signs:

**a.** Homeowners may only place signs in windows of their homes which advertise their home as "for sale". In addition, the signs used must be of a type available commercially, and consistent with Rule 15 (e, j) on aesthetic standards.

## 34. Liens

**a.** For any overdue rent or other permissible tax, fee, or other properly disclosed charge, the Association may obtain a lien on the manufactured home and the contents of the home of the owner who owes the debt. The Association may enforce such a lien by bringing a civil action under M.G.L. c. 255, § 25A, to have the property sold to satisfy the debt.

## 35. Replacement of Manufactured Home

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

home must satisfy any applicable federal, state or local laws, such as any applicable licensing or bonding requirements.

**b.** Before any work begins, the building inspector must be notified for a permit.

## 36. Approval of Board of Directors and Enforcement of Community Rules

**a.** In any matter which requires the approval of the Board of Directors, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the Association**,** or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The Association shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement. In addition, such approval shall not be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than 10 days, unless another time period is provided in an enforceable rule or applicable law.

## 37. Complaints

**a.** All complaints should be handled in accordance to the Board of Directors approved Meadowbrook HOA Community Rules Enforcement Policy. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

## 38. Amendment of Rules

**a.** These rules are subject to addition, amendment, alteration, or deletion from time to time, within the guidelines of the Association's Bylaws and M.G.L. c.140, § 32L. At least 75 days before the effective date of any new rules or changes to existing rules, the Board of Directors / Property Manager will conspicuously post in the office bulletin board and provide the residents with a copy of all the Community Rules and any changes to the Community Rules. The Board of Directors will attach to these copies of the rules or changes to the rules the attached notice entitled "Important Notice Regarding Community Rules." All rules and any change to the rules will be submitted for approval to the Attorney General's Office and Department of Housing and Community Development, at least 60 days before their effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date.

## 39. Severability

**a.** 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.

Meadowbrook HOA, Inc. Community Rules

Total 24 Pages – Approved on May 3, 2025 by the Membership

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

Barbara A. Paterson

Secretary