

**RULES AND REGULATIONS
RUSTIC PINES ESTATES**

A “55-and-Over” Community

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

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the Attorney General and the Director of Housing and Community Development and either a copy of the approvals thereof by the Attorney General and said director or a certificate signed by the owner stating that neither the Attorney General nor said director has taken any action with respect thereto within the period set forth in Paragraph (5) of Section 32L of Chapter 140. This notification must be furnished to you at least 30 days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given 15 days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the Attorney General, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than 50% of the residents 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 residents residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

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

REQUEST FOR INFORMATION

The undersigned, a resident in the manufactured housing community known as Rustic Pines and located at 50 Woodchip Square, North Attleboro, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on _____ (date).

(Applicant – Name)

Community Owner's Name, Address and Phone Number:

Rustic Pines Residents Association
50 Woodchip Square
North Attleboro, MA 02760
(508) 695-2789

Community Manager's Name, Address and Phone Number

First Choice Property Management
48 Hamlet Avenue
Woonsocket RI 02895
401-762-0048

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

1. Retirement Community

Rustic Pines Estates is a retirement community for residents aged 55 years of age or older. In order to qualify as a resident of this community, all residents must be 55 years of age or older at the time of application.

2. Application for Tenancy

Any person intending to establish ownership in this community (the "applicant") must first fill out an application with the membership committee 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. Membership applications shall be approved, and the Association shall consent to entrance by the applicant and members of the applicant's household, if the applicant and 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 membership in question. The Association shall have ten calendar days to consider each application. Approval of applications for membership 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.

3. Registration

Upon approval of the application for membership in the community, all residents in the community must register with the Association. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remain less than 90 days in any 12-month period.

4. Resident's Rights and Responsibilities under the Law

a. All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective members, including, without limitation any existing members whose current membership is being amended, renewed, or extended, and approved subtenants.

b. These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law" along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed term(s) of occupancy; (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 Association'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 at least 72 hours prior to the signing of any occupancy agreement, lease agreement, or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

5. Rent

The due date for payment of rent is on the first (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 and other charges 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 primarily as a residence; no more than two personal motor vehicles; and ancillary structures or areas, such as: patio areas, decks, porches, carports or sheds, if existing. Ancillary structures may be added on or expanded with Association's prior written consent, which consent shall not be unreasonably withheld or delayed. Plans must be submitted in writing to Association in order to ensure that aesthetic standards will be met, that it creates no significant problem for neighboring lots and to ensure it complies with local building codes and setback requirements. Building permits will be

required from the Town of North Attleboro Building Department as well as a copy of contractor's Certificate of Insurance.

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

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 homes sites and those areas restricted from residents' use, as disclosed in the 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 with each manufactured home, in accordance with applicable laws.

b. **Residents' Responsibility:** Residents 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. Residents shall be responsible for damage to underground utilities caused by the negligent act or omission or willful misconduct of a resident.

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 gas, oil, and electricity, as long as (1) there is individual metering by a 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 or Electrical Service:** Any homeowner wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the Association 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 other common area in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, cleaning 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.

h. Heat Tapes/Water Pipes:

1. Heat tapes from the point of connection are a resident's responsibility. The Association recommends that heat tapes on water pipes be tested by the resident each year at the end of the summer to ensure that they are connected, on and working properly, because the tapes protect against water freezing in the pipes under the home; running water through the pipes to prevent pipes from freezing is ineffective. Residents are responsible for replacing broken or failed heat tapes. If pipes freeze and need to be repaired or replaced, and/or other damage remedied as a result of a faulty heat tape or lack of necessary insulation, the Association may seek reimbursement for any cost imposed by the resident's negligence in maintaining the heat tape as described in the preceding two sentences.
2. Only the Association may shut off or turn on the curb stop water shut off valves. Residents will be responsible for the cost of any damages as a result of an unauthorized individual acting as their agent accessing and damaging a curb stop valve.
3. Emergency repairs of water pipes may be necessary and water may be shut off in the Community without prior notice to residents to correct emergency conditions. Hot water tanks that are bottom fed should have a check valve in the water line. The Association is not responsible for water heater damage if the water drains out of your tank during emergency water shut off and the Association has not been negligent and/or otherwise at fault.

4. Those manufactured homes not occupied in the winter must be winterized and the water services shut off in the ground at the resident's expense.

- i. **Outside Resident-Owned Lighting:** Residents are responsible for the maintenance and upkeep of resident-owned outside post lamps, or any other outside lighting owned and installed by residents. Residents must have written approval of Association prior to installation or removal of any such lighting and such approval shall not be unreasonably withheld or delayed.

- j. **Electric Wiring:** The Association shall provide an electrical connection to the electrical box within the manufactured home. Should lightning strike and/or any other electric hazard occur affecting wiring in or under the manufactured home, the resident must have the condition repaired to standards set by the State and local codes. The Association will maintain the total Community electric distribution system, but wiring from the point of connection to the manufactured home to the inside of the home is the resident's responsibility.

10. **Satellite Dishes and Solar Panels**

Residents may install satellite dishes to the manufactured home no larger than that allowed by current F.C.C. regulations, as long as they obtain prior written approval of the Association, 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. Satellite dishes cannot be installed on trees, utility poles or any community property.

Residents seeking to install solar panels on their roof must provide the board with written proof that the plans have been approved by the North Attleborough Electric department. Panels may not be installed on lawns, trees, utility poles or any community property. All inverters or other equipment must be stored behind the house or shed or other area ensuring minimum visibility.

11. **Maintenance of Community Roadways, and Other Common Areas**

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. Repair of potholes may be subject to seasonal closings of asphalt plants and weather conditions beyond Association's control.

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 community roadways.

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

13. Water Use

a. Residents are encouraged to be aware of water conservation at all times. Residents shall make every effort not to leave any faucets or toilets running, leaking, or dripping, and water shall not be left running to protect against freezing.

b. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be applied in a reasonable and non-discriminatory manner.

c. Watering of lawns is permitted by means of hand-held watering devices and/or other watering devices in accordance with schedules which reflect local ordinances and water bans and are changeable from time to time. Such schedules shall be posted on the community's post office bulletin board.

d. No swimming pools of any type will be permitted except temporary wading pools 36" in diameter or less. Pools of this type must be stored out of sight when not in use.

14. Garbage and Rubbish Collection and Disposal

a. The Association shall be responsible for the final removal of residents' ordinary household garbage and rubbish. A private contractor is commissioned by the park owner to collect trash on a weekly basis.

b. All residents shall store garbage and trash inside the home or in or at the rear of their outdoor shed the evening before or on the day(s) designated for trash removal, and shall pack such garbage and trash in bags or containers that will be provided by our vendor. Trash receptacles should be returned to the shed or behind your shed or unit in an inconspicuous area by the evening of trash pick-up day. Bulky items such as

mattresses, furniture, appliances, and construction materials shall not be placed outside without prior arrangements with the trash collector.

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

d. If the municipality or trash collection company imposes recycling rules, the Association may require residents to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.

e. Residents are responsible for disposing of yard waste and dead brush. There is a town composting area available for such disposal.

f. Residents may not dump trash or yard debris on common areas.

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

a. Maintenance of Structures:

1. All homes, exterior doors, steps, patio areas, additions, decks, porches, skirting, shutters, awnings, sheds, fences, and/or other outside structures shall be maintained by the resident in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements at resident's expense. Any boxes for newspapers or other such receptacles shall be attached to the resident's home and remains the resident's responsibility. It is intended by this rule that each manufactured home site conform with the general good appearance of the surrounding manufactured home sites.

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

b. Maintenance of Site:

1. All residents shall keep their site neat, clean, and free from yard waste, dead brush, tires, lumber, bicycles, garbage and other refuse.

2. Lawns and shrubs should be kept mowed and trimmed to prevent them from appearing overgrown.

3. The lawn surrounding/adjacent to the unit should not be considered a storage space.

4. Residents may express individual taste with regard to plantings and

decorations such as bird feeders, decorative flags, etc., as long as they do not interfere with the common element maintenance. The Association has the right to require residents to remove unapproved additional objects if they do not conform to aesthetic standards.

5. All lawn and garden tools and hoses should be stored in the resident's shed after use and should not be left on the lawn. Hoses may also be stored under the unit behind the skirting or in appropriate hose reel carts or hideaway storage units when not in use. Carts or storage units should be kept adjacent to the home or back of the shed where they are less conspicuous.

6. Seasonal decorations are permitted for each seasonal holiday but must be secure and comply with electrical codes and not impair the safety and security of other residents, their use and enjoyment of their homes or home sites, or the community and shall be removed within thirty (30) days after the holiday.

c. Repairs to the Home or Site by Community Association: If the home's exterior does not comply with any enforceable community rule, the Association may notify the resident in writing that specific work is required to bring the home or site into compliance with such rule, and the Association will perform the work at the resident's expense if the resident does not do the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within 10 days of receipt of such notice, the Association may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 4 (b). Any resident in good standing or their representative may request a hearing before the board to discuss the specific work requirement(s).

d. Structural Modifications to Home or Site: With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design and siting, of the majority of homes in the community. For purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself or patio areas, or the erection, installation or alteration of any additions, decks, porches, patio areas, skirting, awnings, sheds, walkways, landscape tiles blocks or timbers, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the Association, 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 residents may not begin the work until he or she has submitted to the Association reasonable proof of such approval by the local building inspector. The

community Association shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

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

1. Skirting: Skirting to be installed and maintained around all homes, additions, extensions and necessary structures in such a manner that the area directly beneath the home and/or structure is not visible.
3. Fences: Residents must have written permission from the Association prior to the installation of any fencing; however, such approval shall not be unreasonably delayed or withheld. Fencing installed without the prior written consent of the Association may be subject to removal at the resident's cost.
4. Carports: Residents may be allowed to erect carports subject to the approval of the Association.
 - Carports are designed to provide limited protection to vehicles, primarily cars, SUVs, vans, or small trucks, from the elements. Carports may not be used as storage areas.
5. Garages: Residents are not allowed to build any sort of garage on the property.
6. Sheds: Each lot shall be limited to a single one-story shed with dimensions no greater than 10 feet by 12 feet with a maximum height at the roof peak of 10 feet.
 - Prior to installation of any shed the Association must approve in writing the location of the shed to be erected; such approval shall not be unreasonably delayed or withheld. Proper permits must be applied for and obtained from the Town of North Attleboro.
 - A plan drawn to scale and/or a picture of the shed along with the builder's name and address must be submitted for approval by Association twenty (20) days in advance of materials being purchased.

- Wood sheds can have an exterior of barn board, T111 plywood siding or vinyl clapboards. They must have an asphalt shingled pitched roof, unless the Association approves an alternate material. The color of the shed must be approved by Association.
 - Particle board which will show as an exterior finish and steel sheds are not permitted.
 - Residents shall maintain their sheds in good repair.
7. No tents or unattached screen houses are permitted without prior written consent of the Association.
8. Clothes may be hung on the resident's individual umbrella style reels. No other mechanism shall be used for the hanging of clothes, such as pulley lines or clothes lines strung between trees.

16. Interior Appearance and Improvements

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

17. Landscaping

a. Landscaping by 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 approval of the Association. In addition, no trees planted by the Association shall be trimmed without the permission of the Association. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

b. Landscaping by Residents: No planting of trees or shrubs without approval of the Association. 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 Association's prior written approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

18. Digging

Before a resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with state "Dig-Safe" law. The number for Dig-Safe is (888) DIG-SAFE (344-7233), or you may visit Dig Safe online at www.digsafe.com. The Association must be given notice of the appropriate Dig-Safe clearance numbers and clearance dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

19. Goods and Services

The resident may hire a vendor, supplier, or contractor of his or her choice to provide goods and services for the home and home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods and 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 in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the Association upon request.

20. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or the Association, 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, tires, wood, metal, and other materials. Such items must be stored inside or under the home, or in a shed. The residents may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are not in use, provided that they are placed on a deck, patio, or porch, and do not interfere with lawn maintenance.

22. Fire Safety

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment

posing substantial fire risks — such as fireplaces, wood stoves, and other equipment involving open fires — they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. Residents are required to provide the Association with a copy of applicable permits prior to installation and usage. 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.

- a. Open fires and burning of leaves or trash is prohibited.
- b. Fire pits are prohibited.

23. Association's Right of Entry

The Association may enter onto a resident's site in case of emergency that threatens the safety or property of the resident or others. The Association 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 Association must provide reasonable advance notice before entering onto the site. The Association will not enter a manufactured home unless the resident has provided prior consent in writing on a separate document addressing only the issue of consent.

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 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 or 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. **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. The use of drones is prohibited

e. Illegal Substances and Alcohol: Drinking in the privacy of one's home or yard is a personal matter, but drunken behavior, drinking in the streets, driving under the influence of illegal drugs or alcohol, noise or shouting, fights, or similar activity occasioned by the excessive use of alcohol, drugs or otherwise, constitutes a substantial violation of these Rules and provides grounds for evicting the offending resident as such conduct constitutes a risk to the health and safety of all residents within the Community. The selling, possession, and or using of illegal drugs is prohibited and may be grounds for eviction

f. Responsibility: Residents are responsible for all damage caused by resident's negligence or the negligence of those persons for whom they are legally responsible. Association will not be responsible for losses of any kind or description due to fire, theft, accidents or other causes beyond its control. The resident acknowledges and agrees that it is his/her own obligation to insure his or her personal property.

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 be prohibited by Association.

b. Residents are permitted to hold two yard sales in a calendar year on any dates of their choosing, not to extend beyond a maximum of two days, and with prior permission of the Association. Such permission shall not be unreasonably withheld or delayed. All unsold items and set up materials should be removed at the conclusion of the yard sale.

26. Pets

- a.** Residents are limited to two outdoor pets per lot. An outdoor pet is defined as a pet that lives inside but is taken outside periodically.
- b.** All residents must register their pets with the Association.
- c.** To protect the community's ongoing insurance rates and eligibility, dog owners must show proof of a homeowner's policy with a minimum of \$500,000 liability insurance.
- d.** Animals with a previous bite history or potentially fierce breeds of dog such as, but not limited to: Doberman Pinschers, Chows, Rottweilers, American Staffordshire Terriers (Pit Bulls) and wolf hybrids are prohibited.

- e.** All pets must be properly immunized and licensed yearly with the Town of North Attleboro. Tags will need to be worn at all times when in public and copies of said License will need to be forwarded to the Association. Any pet found outside without an identification tag and not registered with the community will be considered stray and will be trapped by Association or local animal control officer. Such animal will be brought to the municipal animal control facility and be handled in such a manner as prescribed by local ordinances. This includes indoor pets that may have escaped from the home and do not have proper identification tags.
- f.** 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 or their guests.
- g.** No resident may keep a pet who is vicious, threatening or whose conduct has endangered the health, safety or property or other residents or their guests.
- h.** Whenever a pet is outside your home, it must at all times be accompanied by the owner, wear a collar with current license and rabies tag, and be reasonably restrained by a leash of suitable material and being not more than 6' in length.
- i.** No pet can be tied up or left unattended. Pet runs, tie-outs, dog houses or kennels are not permitted.
- j.** The pet owner is responsible for cleaning up after his/her pet. If the pet owner violates this rule, the Association may take whatever steps are permitted by law to have the pet removed from the community.
- k.** No resident may keep any livestock including but not limited to, rabbits, chickens, ducks, pigs and geese within the Community and under no circumstances shall there be cages, houses, or structures of any type for any animal on his or her lot or elsewhere within the Community.
- l.** Under no circumstances are residents to harbor and/or feed stray cats or dogs. Feeding such animals will attract others thereby creating a nuisance resulting in discomfort to other residents and an unsanitary condition in the community.
- m.** If complaints are lodged against a resident's pet, the Association shall advise the resident of each complaint received.
- n.** The Association's receipt of either one (1) documented complaint for biting or attacking a person or of three (3) documented complaints for any other reason in writing concerning a pet may constitute grounds for eviction proceedings against the offending resident or residents, after such resident or residents have been afforded reasonable notice and an opportunity to get rid of the offending pet.

27. Vehicles and Parking

a. Two Personal Motor Vehicles Per Site: Residents may park up to two personal motor vehicles at their site. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8600 pounds, with two or more axles.

b. Guest Parking: In addition to parking in designated parking spaces on the home site; guests may park their vehicles on the street except during snow or other emergencies and as long as they do not interfere with the safe passage of emergency vehicles and other residents' rights to use and quiet enjoyment of their homes and home sites.

c. Unregistered Vehicles: No permanently unregistered vehicles or vehicles that are in obvious disrepair or in violation of local ordinances shall be permitted in the community. Vehicles without current inspection stickers will be considered unregistered. The resident with such unregistered vehicle may contact the Association to make other arrangements concerning such unregistered vehicle remaining in place based upon a family emergency or other like event for a reasonable period of time, which request shall not be unreasonably denied or withheld. This rule is designed to protect both the Association and residents given that an unregistered vehicle does not carry insurance which would impose severe limits to any claims in the event that such unregistered vehicle is involved in an accident in the community.

d. Other Vehicles: Large objects, including but not limited to, marine equipment, boats, boat trailers, trailers, campers, motor homes, buses, construction equipment, dump trucks, and commercial vehicles over 8600 pounds are prohibited.

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.

f. All Terrain Vehicles: The use of all-terrain vehicles, dirt bikes, mini-bikes, snowmobiles, or like equipment within the community is strictly prohibited.

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 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 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 a risk of a petroleum product leak.

b. **Oil or Gas Leaks:** Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the 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 Association may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the road or driveway may be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's negligence.

c. It is the Resident's responsibility to see that all oil, fuel or other hazardous materials, on the resident's lot, regardless of nature, are properly stored, contained and not spilled or otherwise released on or into the ground, water or environment.

- In the event there is a release of oil, fuel or any other hazardous material and said release is due to the action, or inaction, negligence, fault or misconduct or either resident, resident's guest or invitee, then it shall be resident's responsibility as required by law to properly and immediately cleanup said spillage and have the dirt and spoiled materials (if applicable) properly removed and properly disposed of by licensed personnel where required. Association shall be notified of such an event without delay. If the resident fails to take prompt action to clean the spillage, Association may cause said spillage to be cleaned and the Association may seek to recover the cost of cleanup from the resident's insurer or in the absence of applicable insurance, from the resident.

30. Subleasing of Sites and Renting of Homes

a. No manufactured home shall be sublet or subleased to other persons without prior written consent of the Association.

b. Consent will be granted, when necessary, only to avoid proven hardship.

c. All proposed subtenants must submit applications for residency, described in the Association's Bylaws. All proposed subtenants will be approved as long as they provide the Association with reasonable evidence that they have the financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement as described in the Association's Bylaws. Even after the Association approves a subleasing arrangement, the original residents continue to be responsible for the rent, other charges of the community, and both the original resident and sub-lessee must be in compliance with the community rules.

31. Sale, Lease, or Transfer of Manufactured Home

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 Association at least thirty (30) days before the intended sale, lease or transfer. Potential buyers, subtenants and transferees are required to submit residency applications governed by the Association's Bylaws. This approval process must be completed after the initial agreement is reached but before the sale, lease or transfer is finalized. The Association has 10 calendar days to consider applications, which are deemed to be approved if, after 10 calendar days, the Association has not rejected the application and given the reasons for that rejection, in compliance with the Association's Bylaws. Residents must provide Association a copy of Certificate of Compliance from the local fire department certifying the home is equipped with approved smoke detectors and carbon monoxide alarms and also must provide a copy of the bill of sale for the home.

32. Broker for Sales of Homes

Homeowners who sell their homes may sell their homes directly, or use any broker of their choosing. Homes for sale may also be listed at reduced cost at nationally advertised MH Village via the Community's website at www.RusticPines.coop

33. For Sale Signs

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

34. Liens

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

35. Replacement of Manufactured Home

a. If a resident intends to replace his or her home with one of like dimensions, he or she shall obtain the written approval of the Association including size, style, skirting type of said home 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. The resident shall be responsible to contract a certified installer for the proper placement, blocking and anchoring of his new home and the proper installation of all water, sewer and electrical connections in accordance with any applicable federal, state or local building code and/or instructions from the Association.

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

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

36. Approval of Association and Enforcement of Community Rules

In any matter which requires the approval of the Association, such approval may be reasonably based on the aesthetics of the Community and/or 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) ten days, unless another time period is provided in an enforceable rule or applicable law.

37. Complaints

All complaints should be addressed to the Board of Directors. All complaints must be in writing and signed; however, if you have an emergency, you can contact the property manager at the number provided on Page 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

38. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the Membership. At least 75 days before the effective date of any new rules or changes to existing rules, the Association will conspicuously post such information in Mail Station 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 changes to the rules will be submitted for approval to the Attorney General's Office and Department of Housing and Community Development, at least 60 days before their effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date.

39. Severability

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



Nan Morse

Secretary

Rustic Pine Residents Association