

# Rules of Woodland Estate

1341 Rindge Road, Fitchburg, MA 01420  
(978) 582-4339

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

## 1. Community Owner(s), Manager and Emergency Phone Number

Property Keepers Inc, 54 Chase Road, Lunenburg, MA 01462, JoAnne E. Hamberg, President (978) 582-4339  
Emergency Phone Number: (978) 808-8082

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

### 1a. Retirement Community

Woodland Estates, formerly know as Woodland Mobile Home Park is a retirement community for residents aged 55 years of age or older. In order to qualify as a resident of this community, at least one member of each household must be 55 years of age or older at the time of application.

## 2. Application for Tenancy

Any person intending to establish tenancy in this community (the "applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, or transfer of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question. The owner/operator shall have ten calendar days to consider each 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.

## 3. Registration

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

## 4. Residents' Rights and Responsibilities under the Law

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

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

(c) Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement 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 day of the month, and if not received by the fifth day following, will be recorded as received after the due date. Any fees which may be imposed either for late payments (thirty days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

## 6. The Home Site

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

## 7. Occupancy

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

## 8. Common Areas

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

## 9. Utilities

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

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

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

f. **Tampering With Utilities:** Tampering with meter boxes and utility services is not permitted.

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

h. **Heating Systems and Heating Fuel:** Heating fuel, including but not limited to propane, fuel oils, and cord wood shall be stored in a manner consistent with all applicable codes. The community owner assumes no responsibility for the resident's choices of heating fuel, and fuel vendor nor any acts of negligence associated therewith. Due to the environmental liability associated with fuel oil storage, all such tanks within the community's premises shall be properly containerized in a NFPA approved containment device ("Tank Tub" or similar) designed to prevent leakage in the event of fuel oil release; or shall be a NFPA approved double walled tank with an indicator/alarm in the event of internal wall failure. Storage of cord wood must be neat, in the residents own yard and must not exceed one cord at a time.

## 10. Satellite Dishes

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the owner/operator, which approval shall not be 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 Community Roadways, and Other Common Areas

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

shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish.

## 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.

## 13. Water Use

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

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

c. Watering of lawns is permitted by means of handheld watering devices and/or other watering devices in accordance with schedules which reflect local ordinances and water bans and are changeable from time to time. Such schedules shall be posted in common areas.

## 14. Garbage and Rubbish Collection and Disposal

a. The owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. Private rubbish removal containers "Dumpsters" are available for residents use only, within the park.

b. All residents shall place household trash in bags within these dumpsters; no refuse is to be piled outside of the container. No oil, paints, batteries, tires, explosive or other not-household refuse shall be disposed of. Please contact the Fitchburg DPW for disposal instructions pertaining to non-household refuse.

c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters. Disposal of any waste from construction and remodeling projects shall be the responsibility of the residents, and such items shall not be placed in the residential trash dumpsters.

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

e. Yard waste and dead brush may be disposed of only in areas designated by the community owner/operator.

f. Residents may not dump trash on common areas.

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

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

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

c. **Repairs to the Home or Site by Community Owner/Operator:** If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that specific work is required to bring the home or site into compliance with such rule, and the owner/operator may elect to 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 ten days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 4. **Nothing in this section shall preclude the owner/Operator from pursuing other remedies for breach of this section as allowed by applicable law.**

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 setting, 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 or alteration of any

additions, decks, porches, skirting, awnings, sheds, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of 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. A construction checklist denoting procedure and required elements for construction approval is available to residents. Please contact the office to obtain this checklist prior to contracting or beginning a construction project within the community.

**e. Exterior Aesthetic Standards for Community:** A list of exterior aesthetic standards for our community include: Siding, roofing and trim - siding and trim of all buildings and appurtenant structures shall be kept painted and in a manner harmonious with other structures on the lot. Rotten wood and rusted metal surfaces are to be repaired or replaced in a good and workmanlike manner. No pressboard, plywood, tarpaper or house wraps shall be bare to the weather. Roofing shall be of a material manufactured for such purpose, and shall not be allowed to deteriorate to be either a structural defect or eyesore. Textured 111 (a.k.a T-111) and like pressboard materials, being particularly prone to swelling, flaking and deteriorating, are not to be used as finish siding material.

**Skirting** - all homes are to be skirted in a material specifically manufactured for such purpose, including vinyl and aluminum. It is advisable to follow manufacture's guidelines for ventilation panels to allow air circulation under the home.

**Steps, decks and entrances** – All stairs, steps, landings and decks and related railings shall be built in accordance to applicable building codes. If wooden, kept painted or stained in a manner harmonious with the rest of the home and structures, and any rotten components replaced or repaired at all times. Said areas of the home and its entrance shall be free of rubbish, debris, grills and the like and shall not be used for storage of items that may present a trip or fall hazard.

## **16. Interior Appearance and Improvements**

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

**b. Landscaping by Residents:** Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 18 below) and obtaining owner/operator'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) 874-6222. The owner/operator must be given notice of the appropriate Dig-Safe clearance numbers and clearance dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

## **19. Goods and Services**

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 owner/operator, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the owner/operator upon request. For all vendors supplying heating fuel products such as fuel oil, propane, cord wood and the like, any vendor engaged in repair, remodeling or construction to

the home, shall supply copies of their certificates of insurance for general liability, auto and workman's compensation (as applicable) shall be sent to Property Keepers Inc, 54 Chase Road, Lunenburg, MA 01462; Fax (978) 582-7797 prior to commencement of the vendor's services within the community. For their protection, residents are strongly encouraged to obtain the same certifications of insurance in their own names.

## **20. Soliciting**

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

## **21. Storage**

Residents should not use patios, decks, porches, or lawn areas for long-term storage of items such as bottles, paint cans, trunks, boxes, snow blowers, lawn mowers or other equipment, furniture, bicycles, lawn and garden tools, gas bottles, wood, metal, and other materials. Such items must be stored inside or under the home, or in a shed or garage (if any). The resident may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are 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. This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.

## **23. Owner/Operator's Right of Entry**

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

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

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

d. **Interference with TV and Radio Reception:** The community does not permit any short wave or CB equipment or similar device that interferes with 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 are prohibited within the community area. The use of fireworks in the community is prohibited.

## **25. Non-Residential Activities**

Non-residential activities are permissible in the home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive

parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule.

## **26. Pets**

All pets must be properly licensed by and immunized, if so required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their guests. Whenever a pet is outside your home, it must be reasonably restrained at all times, by either a leash or other reasonable restraint. The pet owner is responsible for cleaning up after his pet. If the pet owner violates this rule, the owner/operator may take whatever steps are permitted by law to have the pet removed from the community.

## **27. Vehicles and Parking**

a. **Two Personal Motor Vehicles Per Site:** Residents may park up to two personal motor vehicles at their site, if the vehicles fit on the paved driveway. No parking on the lawns is permitted. Additional parking may be found in the guest parking area. 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 in the guest parking areas.

c. **Unregistered Vehicles:** No permanently unregistered vehicle that is unsightly, in obvious disrepair, or in violation of local ordinances shall be permitted in the community.

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

e. **Violations and Towing:** Any 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.

## **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 10 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 owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the owner/operator may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the driveway may be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

## **30. Clubhouse and Recreational Facilities**

a. **Health and Safety Regulations:** Anyone using the clubhouse, or recreational facilities, or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such clubhouse, recreational facility, or other common area. Rules for such areas shall be posted and/or made available to all residents and their guests in conspicuous related areas. Such rules shall be reasonable and in accordance with applicable law and, where necessary, are subject to the same review provisions as that for the Community Rules.

b. **Resident Meetings:** Residents may hold meetings at the clubhouse or other common area facility at no charge, subject to the availability of the facility.

### **31. Subleasing of Sites and Renting of Homes**

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

### **32. Sale, Lease, or Transfer of Manufactured Home**

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the owner/operator at least thirty (30) days before the intended sale, lease, or transfer. Potential buyers are required to submit residency applications governed by rule 2 above. This approval process must be completed after the initial agreement is reached but before the sale, or transfer is finalized. The owner/operator has ten calendar days to consider completed applications, which are deemed to be approved if, after ten calendar days, the owner/operator has not rejected the application and given the reasons for that rejection, in compliance with Rule 2 above.

### **33. Broker for Sales of Homes**

Homeowners who sell their homes may sell their homes directly, or use any broker of their choosing.

### **34. For Sale Signs**

Homeowners may place signs in their homes or on their sites, which advertise their home as "for sale". 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.

### **35. Liens**

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

### **36. Replacement of Manufactured Home**

If a tenant intends to replace his home with one of like dimensions, he or she shall obtain the approval of the owner/operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements. See Rules 9,15,18 & 19 above, as applicable for additional requirements that may be imposed.

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

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

### **38. Complaints**

All complaints should be addressed to the community management. It is preferred that complaints be in writing and signed; however, if you have an emergency or have concerns about placing your complaint in writing, you can contact the owner/operator at the number provided in Rule 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

### **39. Amendment of Rules**

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. At least 75 days before the effective date of any new rules or changes to existing rules, the owner/operator will both conspicuously post the changes at the Mailbox Center. The owner/operator will attach to these copies of the rules or changes to the rules the attached notice entitled "Important Notice Regarding Community Rules." All rules and any change to the rules will be submitted for approval to the Attorney General's Office and

Department of Housing and Community Development, at least 60 days before 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.

**40. Severability**

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

These rules: Subject to Attorney Generals office approval shall take effect on 4/19/06  
 Rules up dated 3/26/15

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PS Form 3800, June 2002 See Reverse for Instructions



Formally known as Woodland Mobile Home Park

### **IMPORTANT NOTICE REQUIRED BY LAW**

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

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

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

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

This law is enforceable by the consumer protection division of the attorney general's office.

The following rules and regulations have been promulgated and will be enforced to protect the health, safety and welfare of all the residents and to promote the efficient and consistent operation of the park. The management reserves the right to, from time to time, promulgate additional, reasonable rules and regulations for the same purpose.

**CHAPTER 140: SECTION 32P.**

**TERMS AND CONDITIONS OF OCCUPANCY; DISCLOSURE IN WRITING; REQUIRED NOTICE**

**REQUEST FOR INFORMATION**

The undersigned, a tenant in the manufactured housing community known as \_\_\_\_\_ and located at \_\_\_\_\_, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General 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)

**IMPORTANT NOTICE REGARDING COMMUNITY RULES**

Please take notice that the owner/operator of Woodland Mobile Home Park wants to issue new community rules. In particular, we intend to issue the proposed new rules, which 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 and Antitrust Division, Office of the Attorney General, 1 Ashburton Place, 19th fl., Boston, MA 02108. Residents may also submit their comments to JoAnne Hamberg, Property Keepers Inc. 54 Chase Road, Lunenburg, MA 01462

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

# Woodland Estates

1341 Rindge Road, Fitchburg, MA 01420  
An Active Adult Community  
978-582-4339

## OCCUPANCY AGREEMENT

1. Registering. Massachusetts G. L. Chapter 140 Section 32I requires that all Residents (Tenants) must register with Management upon arrival to the Community. To maintain current records at all times; Management may require new registration forms to be completed. Also, in accordance with HUD Regulations, Act, 42 U.S.C. 3601-3619 and MA Law, M.G.L. c. 151B, 4(6) & (7), Woodland Estates is a 55+ retirement community and in order to maintain this status at least 80% of the occupied units must have one spouse or domestic partner at least 55 years of age or older (often referred to as the 80%/20% rule).

2. Rent. As of \_\_\_\_\_ the total monthly fee due is \_\_\_\_\_ for the Lot at the following address \_\_\_\_\_ payable in advance on the first day of each month at the Management Office, or any other location designated by the Manager. If more than two persons occupy your home, there is an additional charge of \$35.00 per person per month (not to exceed four persons per home). This is to compensate the community for additional expenses incurred due to the additional occupants rather than impact other residents/tenants with community wide rent increases. To respect the existing residents/tenants right to quiet enjoyment and prevent burdening the water source, septic systems and rubbish disposal. Lot rental includes water, sewer, trash removal and snow removal from paved roads. Also, included in monthly rental is a \$6.00 per month site tax set by the Town of FITCHBURG, that Management must in turn, remit this monthly fee to the Town. Should the Town increase this fee, each homeowner then must pay the increased fee. There will be a \$15.00 charge for insufficient funds and a late fee of 10% will be charged for any unpaid lot rent remaining past due thirty days. Homeowners are responsible for paying their own utilities. The homeowner is responsible for the up keep of their lot and repairs to the exterior of there home and /or shed. If repairs or maintenance required under written rule or tenancy agreement is not completed within ten days of written notice the community Owner/Operator may charge \$50.00 per man hour to make the necessary repairs.

The monthly rental fee is comprised of the following: the initial amount shown below and are subject to change upon written notice in accordance with our Occupancy Agreement and applicable Law.

\$ 6.00 Town of FITCHBURG License Fee

\$ \_\_\_\_\_ Water (this figure may go up or down reflective of water usage and/or rate.

\$ \_\_\_\_\_ Capital Improvement

\$ \_\_\_\_\_ Per month

Rental Increase. Typical rent adjustments matching the Consumer Price Index (CPI) will be made after January of each year. In addition, non-discriminatory lot rent increases may be made for increases exceeding the CPI in the equipment, improvements, insurance (fire, liability, auto) workmen's comp, Office and Park Maintenance and Expense. Also, non-discriminatory rent increases may be made at any time for capital improvements involving water distribution, sewage system, utility connections or installations and site work necessary to preserve the integrity of the community (such items amortized over the useful life of each item).

3. Terms of Residency. You may be tenants-at-will in which you are responsible for paying the current lot rental rate each month or you can terminate your residency by giving 45 days' notice. Terms of residency may be in the form of a lease for a longer term of up to five years. (Please check one below)

This Occupancy Agreement will create:

[ ] a tenancy-at-will [ ] a \_\_\_\_\_ year lease\*

\*If a "lease" is the term selected than this Occupancy Agreement shall automatically renew for consecutive terms, provided however, that if the homeowner gives written notice to Community Manager/Operator of the homeowner's intention not to renew this agreement, this agreement shall not automatically renew and shall terminate at the end of the term, whether it is the Initial term or a renewal term. Rents in years 2, 3, 4 and 5, may be increased based on increases in the CPI or to any increases as provided above, or to changes in the rules on occupancy as they may be allowed by law.

4. Insurance. Homeowners must insure their homes against loss or damage, subject to insurance being available at reasonable rates. The park does not provide such insurance coverage. Residents may not engage a contractor or other workmen to work within the community unless that contractor is insured to the reasonable satisfaction of Management.

5. Owner Occupied. All homes in the Community must be owner occupied; meaning that the owners of record for the home, who have signed the Occupancy Agreement with the Manager/Operator must reside in the home on a full-time basis. A tenant/homeowner may not own more than one unit in the Community at a time.

6. Sub-leasing & Assignment. Notwithstanding Rule #5 above an owner of a home may sublet his or her home only if prior to doing so he or she obtains written permission from Management.

Management/operator shall screen the prospective sub tenant who must comply with all community rules & regulations, the following requirements: (Sub-Leasing is retained for the resident/owners and not for investors.)

Submit a residential Application

A credit report satisfactory to Owner/Operator

Total occupancy shall not exceed the limits of the Rules.

Occupancy by persons under the age of 55 will not be accepted, except as noted in paragraph 1 above.

7. Pets. Each Resident is permitted to have a 1 small dog or cat. All pets shall be kept on a hand-held leash when outside the home at all times. No pet shall be permitted to roam freely in this Community.

8. Outstanding Monies. Homeowner agrees that prior to selling his or her home he or she will pay to the Park all outstanding rents, charges or service work costs. All outstanding monies owed to the Park shall be subject to an automatic lien pursuant to M.G.L. Chapter 255, Section 25A, which lien may be recovered in accordance with M.G.L. Chapter 255, Section 26.

9. Vehicles. 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. Only those vehicles that are listed on each homeowner's registration card are allowed. All terrain vehicles, motor homes, campers, boats/trailers are not allowed on any site.

10. The owner/management recommends that heat tapes on the water pipes be tested by the tenant each year at the end of the summer to ensure that they are connected, on, and working properly, as the tapes protect against water freezing in the pipes under the home; that running water to prevent pipes from freezing in ineffective. The tenants are responsible for replacing broken or failed heat tapes. If pipes freeze and need to be repaired or replaced, and or other damage remedied, the owner will seek reimbursement for any cost imposed by the negligence of the tenant.

11. Only the following individuals are authorized to live in the home \_\_\_\_\_ by Management approval. Management will enforce this Occupancy Agreement for the benefit of all residents and will amend it as reasonably necessary to protect the health, safety and welfare of all residents and to conform to any changes in law.

Resident(s) acknowledges receipt of a copy of this Occupancy Agreement and a copy of the Community Rules and Regulations and a copy of the IMPORTANT NOTICE REQUIRED BY LAW signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

BY: \_\_\_\_\_ Trustee/Manager, for Property Keepers Inc.

\_\_\_\_\_  
RESIDENT/HOMEOWNER    DATE

\_\_\_\_\_  
RESIDENT/HOMEOWNER    DATE

ALL RENT CHECKS AND CORRESPONDENCE ARE TO BE MAILED TO THE FOLLOWING:  
Property Keepers Inc. 54 Chase Road, Lunenburg, Ma. 01462

# Woodland Estates

1341 Rindge Road, Fitchburg, MA 01420  
(978) 582-4339

## Construction Check List

The following items will be needed prior to approval on any home improvement project:

- 1) Full set of plans, including an overhead drawing of lot with existing building and proposed additions/alterations.
- 2) Materials list: Including framing, sheathing, siding, door & window schedules.
- 3) Elevation drawing(s)
- 4) Name of contractor and a copy of its certificate of insurance showing general liability and workman's compensation coverage.

After receiving written approval from Woodland Estate, Owner/operator resident is responsible for:

- 1) Obtaining a building permit from the City of Fitchburg.
- 2) Prior to the start of construction, delivering a copy of said building permit to park Owner/operator.
- 3) Construction must be completed within 30 days.
- 4) Construction material and debris must be contained with resident's lot and disposed of at resident's own cost.
- 5) During construction your site must be neat and orderly.

The tenant(s) hereby acknowledges that they are responsible for all applicable codes and enforcement issues, and they will be adhered to. The tenant(s) indemnifies Woodland Estates, Property Keepers Inc, owners/Operators and will hold the same harmless for any and all claims of damage and actions or any loss or incidental or consequential damages resulting from construction work being undertaken and acknowledge any deviation on plan must be approved in writing from said Woodland Estates, property keeper Inc, Owner/operators.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

### Construction Limitations:

Sheds cannot exceed 10x12 and must meet aesthetic standards of the community.

No outside clothing lines are not allowed of any kind.

Fences are only allowed behind homes and must be 6' or under with written permission

No tarps