

Rules of Wheel Estates

Manufactured Home Community

These rules govern the homeowner/resident 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, preserve and enhance the quality of life in the community and allocate services and facilities in a fair and appropriate manner. These rules will become effective January 1, 2006.

1. Community Owner’s Name, Address and Phone Number, Emergency Phone Number:

Wheel Estates Tenants Association, Inc.
1588 South Church Street
North Adams, MA 01247
413-663-8963 Office
413-346-8090 Emergency Number

Community Manager’s Name, Address and phone number:

Moresi and Associates
60 Roberts Drive Suite 201
North Adams, MA 01247
413-663-8677 ext 140

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

1. Retirement community

Wheel Estates is not a retirement community

2. Application for Tenancy

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

tenancy shall not be unreasonably withheld or delayed. As part of 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 the calendar year.

4. Residents' rights and responsibilities under the law

- a. All items and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including without limitation and existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.
- b. These terms and condition of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with the 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

- a. The due date for payment of rent is on the 1st day of the month, and if not received by the fifth day following, will be recorded as received after the due date.
- b. A 5% late fee will be charged for any rents 30 days overdue. A \$30.00 fee will be charged for any checks returned for insufficient funds.
- c. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

- d. In any legal action brought by the community owner/operator, the tenant shall be responsible for the attorney fees of the community owner/operator if and only if, the community owner/operator is successful in the legal action, If the tenant is successful in defending themselves in the legal action brought by the community owner/operator, the community owner/operator shall reimburse the tenant their legal fees associated with defending the tenant in the legal action brought by the community owner/operator.

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. Swimming pools, (excluding wading and kiddie pools which must be drained nightly), broken swing sets, basketball hoops within five feet of the Community roadways, and trampolines are prohibited, as they do not conform to the exterior aesthetic standards of the majority of the homes in the community.

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 standard 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, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home, in accordance with applicable laws.
- b. Tenants’ Responsibility: Tenants are responsible for paying for the maintenance and repair of utilities from the point of connection to the manufactured home to the inside of the home.
- c. Cable TV and Telephone Service: Each 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 utilities such as: gas, oil, electricity, etc., 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 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 or solvents. Residents shall dispose of such substances according to law. Any homeowner, resident, or their guest violating this rule shall be subject to the fees disclosed in the Written Disclosures.

10. Satellite Dishes

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39" 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 requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager. All satellite dishes, regardless of size, shall 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 ice, where necessary, on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in the community roadways.

13. Water Use

- a. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping **and water shall not be left running to protect against freezing.**
- b. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs is not acceptable, and this rule shall be applied in a reasonable and non-discriminatory manner.
- c. Watering of lawns is permitted by means of hand-held watering devices in accordance with schedules that reflect local ordinances and water bans and is 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. Residents are responsible for placing their garbage AT THE CURB FOR PICK UP on the scheduled pick up date. Such schedule will be posted in common areas.
- b. All residents shall store garbage and trash inside the home or shed until the day(s) designated for trash removal, and shall pack such garbage and trash in bags or containers that are leak proof and securely fastened.
- c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters.
- 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, excessive fading over 10% of the entire surface of the home, or flaking paint or stain; free of mold or mildew; free of broken windows, where applicable;

and in compliance with all applicable governmental requirements. Sheds in need of painting shall be painted to match the color and trim of the home.

- b. Maintenance of Site: All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawns shall be kept mowed at a height not to exceed 5 inches. Shrubs shall be trimmed to prevent them from appearing overgrown. Weeds shall not be allowed to exceed 5 inches in height.
- 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 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 the 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.
- 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 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. All requests for written approval must be made in triplicate on Written Authorization forms available from your Community Manager. For those improvements requiring 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 homes to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.
- e. Exterior Aesthetic Standards for Community: A list of exterior aesthetic standards for our community includes: All homes must be skirted, hitches must be covered or removed, and lawn ornamentation shall conform to the majority of the lawn ornamentation of the community. Clear plastic must be used to temporary winter enclosures.

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, shrubs, that the owner/operator had 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. All requests for written approval must be made in triplicate on Written Authorization Forms available from your community manager. 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 current number for Dig-Safe is 888-344-7233, or 811 on a cell phone, but is subject to change. 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. Good 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 and 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 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.

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 shall not use patios, decks, porches or lawn areas for long term storage of items such as bottles, paint cans, trunks, boxes, snow blowers, lawn mowers or other equipment, furniture, bicycles, lawn and garden tools, gas bottles, wood, metal, and other materials. Such items must be stored inside or under the home, or in a shed or garage (if any). The resident may keep lawn furniture and other similar outdoor seasonal items outside the home during the seasons when they are not in use, provided that they are placed on a deck, patio, or porch, and do not interfere with lawn maintenance.

22. Fire Safety

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks-such as fireplaces, wood stoves, and other equipment involving open fires- they are responsible for ensuring compliance with all applicable 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 (at least 72 hours) 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. The community owner/operator shall not conduct more than two comprehensive, non-emergency site inspections annually.

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 shall make sure that their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.
- b. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or home sites at any time.
- c. Noise and Disturbances: Residents shall not play and 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 PM and 7:00 AM, 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. Yard sales are permitted. Residents must request the owner/operator's approval to hold yard sales; and such permission shall not be unreasonably withheld or delayed.

26. Pets

All pets must be properly licensed or immunized, if so required by the local municipality. All residents must disclose to the owner operator ownership of any pets that go outside. A pet registration form is available from your Community manager. 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. Pets shall not be allowed outside the home unless they are on a leash or similar restraint. Pets shall not be left outside of the home unattended

for more than two hours. 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. The Centers for Disease Control (CDC) publishes the list of dogs involved in the most dog bite fatalities, resulting in death to humans. The following dogs are on that list: Pit Bulls, Rottweilers, German Shepards, Huskies, Alaskan Malamutes, Doberman Pinschers, Chows, Great Danes, St. Bernards and Akitas. For the health, safety and welfare of our residents, these dogs must be carefully and strictly controlled and monitored at all times.

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, as defined in 940 CMR 10.01 shall mean any automobile, van, truck motorcycle, or motor bicycle as defined under M.G.L. c. 90, Section 1, that is for personal use by a resident, whether or not it is also used to conduct a trade or business, except for vehicles with two or more axles with a gross weight exceeding 8600 pounds.
- b. **Guest Parking:** In addition to parking in designated parking spaces on the home site, guests may park their vehicles on the street, as long as they do not interfere with the safe passage of emergency vehicles and other residents' rights to use and quiet enjoyment of their homes and sites.
- c. **Unregistered Vehicles:** No permanently unregistered vehicles that are unsightly, in obvious disrepair, or in violation of local ordinances shall be permitted in the community. Residents must request the owner/operator's written approval before storing a vehicle that is unregistered and/or uninspected. Such written approval must be made in triplicate on Variance forms available from your Community Manager. Rule variances are for a period of one year, and must be annually renewed and are non-transferrable.
- d. **Other Vehicle:** Boats, trailers, motor homes, recreational vehicles, as well as 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. Residents must request the owner/operator's written approval before keeping any of these "other vehicles" in the community if a storage area is not provided. All requests for written approval must be made in triplicate on Variance forms available from your Community Manager. Rule Variances are for a period of one year, and must be annually renewed and are non-transferable. Such approval shall not be unreasonably withheld or delayed.
- 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. For the purposes of this rule, reasonable notice means a minimum of thirty days unless for emergency situations and snow removal.

28. Use of Community Roadways

- a. **Speed Limit:** All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 15 miles per hour.
- b. **Interference With Residents' Right to Use and Quiet Enjoyment:** Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver or in a manner that interferes with other residents' quiet enjoyment of their homes.
- c. **Prohibited Motorized Vehicles:** Any vehicle not licensed, insured, registered, and "street legal" is prohibited from operating in the community or on community roadways. Vehicles caught operating in violation of this rule shall be removed after seventy two hours notice as permitted by law.

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 if a petroleum 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 (where applicable)

Community Center and Swimming Pool

- a. **Health and Safety Regulations:** Anyone using the clubhouse, pool, recreational facilities, or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such clubhouse, pool, recreational facility, or other common area. Where applicable, all rules for the use of the clubhouse and pool shall be conspicuously posted in the community center.

- 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, described 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 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 Community Rules.

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

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, subtenants, and transferees are required to submit residency applications governed by Rule 2 above. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized. The owner/operator has ten calendar days to consider applications, which are deemed to be approved if, after ten calendar days, the owner/operator has not rejected the application and given the reasons for that rejection, in compliance with Rule 2 above.

33. Broker for Sales of Homes

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

34. For Sale Signs

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

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 civil action under General Law's 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.

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

In any matter that 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.

38. Complaints

All complaints should be addressed to the community manager. All complaints received by the community managers are reviewed by the regional manager, and the owners' agents. It is a violation of M.G.L. c. 140, Section 32N for any action to be taken against any resident or group of residents for reporting violations or suspected violations of any applicable codes. All complaints shall be in writing on the complaint forms available from the community manager and signed. However, if you have an emergency, you can contact the owner/operator at the number provided in Rule 1 and on the disclosures 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 IN THE COMMUNITY CENTER, and provide the tenant's association with a copy of all the Community Rules and any changes to the Community Rules. The owner/operator will attach to these copies of the rules or changes to the rules the attached notice entitled "Important Notice Regarding Community Rules." All rules and any change to the rules will be submitted for approval to the Attorney General's office and Department of Housing and Community Development, at least 60 days before 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.

CHAPTER 140: SECTION 32P TERMS AND CONDITIONS OF OCCUPANCY, DISCLOSURE IN WRITING, REQUIRED NOTICE

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 forty. This notification 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 evicetion 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 forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner that 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.

Appendix D: M.G.L. c. 140 section 32P

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 know as Wheel Estates and located at 1588 South Church Street North Adams, MA 01247 desires to receive information concerning and 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)

Address