

**RULES OF
NORFOLK PARK TRUST
131 Washington Street, US Route 1
Foxboro, MA 02035**

These rules govern the homeowners/residents' occupancy and use of the homesite 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**
Eugene Cormier, Trustee of the Norfolk Park Trust
P.O. Box 385, North Reading Ma. 01864
508-543-8870 (Park Office) PLEASE CALL THIS NUMBER FIRST
978-664-0550 fax
True emergency dial 911

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

- 1a. Retirement Community**

Norfolk Park Trust is a retirement community for homeowners aged 55 years of age or older. In order to qualify as a homeowner of this community, all homeowners, or at least one member of each owners must be 55 years of age or older at the time of application. The Park will be operated in compliance with the Housing for Older Persons Act (HOPA) of 1995 requirements.

- 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 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 homeowners must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community and includes guests who intend to stay up to thirty (30) days in the community. All homeowners shall inform the park's office of a visitor at the beginning of the visitor's stay as part of this registration. No visitor is permitted to stay within the Park for more than thirty (30) days. Failure to provide proper notification to the office will be grounds of early termination of the visitor's permitted visit.

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," (SEE ATTACHED AS EXHIBIT A) 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. 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 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 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. Rent past due after 30 days will have a late fee of 15.00 added onto each month late.

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; the parking of personal

motor vehicles (in accordance with the terms and conditions of these Rules); and ancillary structures or areas, such as patio areas, porches. Sheds are limited to no more than one (1) per site, unless there is express permission from the Park.

7. Occupancy

In every home, there shall be no more than two occupants. The limitation on the number of occupants is expressly related to the limitations of sewer discharge effectuated and promulgated by the Town of Foxborough. In the event that any home has more than two occupants or has occupants under the age of 55, at the time that these rules are placed into effect (and said occupants have been previously approved by the Park) than the continued occupancy in violation of the Rule shall be allowed as a matter of right being "grandfathered".

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 water, gas, oil, electricity, and sewer 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. 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 and wastes according to proper handling and removal instructions and according to law.

10. Satellite Dishes

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39.37 inches in diameter, as of August 2006), 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 and Parking

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 and walkways, residents should make efforts to put the snow in their own yards and not in community roadways.

When the news forecast predicts snow, these rules will go into effect. Please read these directions carefully. It is much easier to for the plow operator and the residents.

Park in the designated area before snow starts. Only people assigned to the parking lot are allowed to park there. No other cars will be allowed.

Front Street: Lots 3, 4 and 5 park in front of your homes only
First Street: Lots 55 to 62 park in front of your homes only and no other place
Second Street: Lots 64 to 71 park in the parking lot at the end of your street.

Third Street: Lots 6 to 13 park in front of your home only.
Lots 16 to 23 park in RV Parking area with the exception of those who park in Mr. Gorte's yard. Lots 30 to 37 park in the front of your home only.

Fourth Street: Lots 40 to 49 everyone must park in front of your home and not on the other side of the street.

Fifth Street: Lots 25, 26, 27, 28, 51 and 52 must park in front of your own home.

- Under no circumstances will parking on the grass or patios.
- Those of you who park in front of your home, when you hear plow truck sound the horn, clean your car first and then move to the other side of the street.
- Those of you who park in the RV section, stay there until the plowing is completely done on your street, first clean your car and then move back to your home.
- If you fail to move your car and the plow needs to come back to clean/plow where your car was, a fee shall be imposed to you for the extra plowing.
- If you will not be home and there is a storm predicted, call the office before you leave to make arrangements for your car.

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. Please install heat tape to avoid freezing.
- b. 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. Residents shall check with the Town of Foxboro for the watering schedule.

14. Garbage and Rubbish Collection and Disposal

- a. The owner/operator shall be responsible for the final removal of residents' ordinary household garbage. A dumpster is provided by the owner.
- b. 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.
- c. Yard waste and dead brush may be disposed of only in areas designated by the community owner/operator.
- d. 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, skirtings, 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.
- c. *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.
- d. *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 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.
- e. *On 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, skirtings, 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.

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 1-888-DIGSAFE (344-7233). 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 and submits to the owner/operator a Certificate of Liability Insurance naming Norfolk Park Trust as a "certificate holder" prior to any work being performed.

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. 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. 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 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 homesites 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 9:00 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 is prohibited within the community area. The use of fireworks in the community is prohibited.

25. Pets:

Normal household indoor pet are permitted provided that said pet does not disturb the peace and quiet of other residents. Dogs and cats are allowed so long as they remain solely within the resident's manufactured home and do not exceed 15 pounds in weight. This restriction does not apply to Seeing Eye dogs or other service dogs.

26. Vehicles and Parking

- a. *Two Personal Motor Vehicles Per Site:* Residents may park up to two personal motor vehicles at THEIR site, PROVIDED that the number of personal vehicles shall NOT be greater than the number of occupants of the 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 in the guest parking areas, 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 that are 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. Motorcycles with altered or modified exhaust systems are excluded from the Park to insure the peace and tranquility of the residents. In the event there is a dispute about the noise level from any such motorcycle, a test shall be conducted to determine its noise output. (Decibel Test). Such testing shall be done at the expense of the cycle owner and shall be conducted by the guidelines of MGL C. 90 Section 7T. The Test results must be considered "satisfactory" within the definitions of MGL C. 90 Section 7U. If and when the results of the testing are presented to the Park, with certification from the testing agent, that the noise emissions are within acceptable levels, then said motorcycle shall be allowed in the Park subject to the provisions hereinabove.
- e. *Violations and Towing:* Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice (Fourteen (14) days) to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle.

27. 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. No vehicle may be operated by an unlicensed driver or in a manner that interferes with other residents' quiet enjoyment of their homes. The speed limit for all park roads is 15 m.p.h.

28. Repair of Vehicles

- a. *Repairs:* The overhauling, repairs, or spray painting, changing of oil, or any other repairs to vehicles are not permitted in the community, except for changing of tires and light bulbs.
- 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.

29. Subleasing and Leasing 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 the Community Rules. Any subletting will be in accordance with CMR 940 10.03(7).

30. Sale, Lease, or Transfer of Manufactured Home

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, 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, 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. The terms and conditions of this Paragraph shall also apply to the Park Owner.

31. 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.

32. Exterior Signs

Homeowners may place a "for sale" signs in their homes or on their sites which advertise their home as "for sale". Homeowners using outdoor "for sale" 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. Any signs other than "For Sale" signs are expressly prohibited.

33. 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.

34. 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. A Certificate of Insurance shall be provided to the owner/operator prior to any work being performed.

35. 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.

36. 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.

37. 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/at describe common area], and provide the tenant's 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.

38. 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.

39. Written Disclosures

See Exhibits A and B attached hereto and made a part thereof.