

Pine Hill Estates, INC.
272 Hill Street
Raynham, MA 02767

RULES AND REGULATIONS

Pine Hill Estates is a manufactured housing community operating under the laws of the Commonwealth of Massachusetts and is licensed by the Board of Health of the Town of Raynham and is dedicated to individuals "55 or over".

1. Registration

The law requires that all residents (which term shall include subtenants) must be registered at the office upon arriving in the Park. If necessary to update its records with current information and in order to maintain current records at all times, the management may require new registration forms to be completed. A completed Purchase and Sales Agreement must be supplied to management to identify the owners of the mobile home occupying the lot. A true copy of the bill of sale must be submitted to management upon taking possession of the purchased mobile home.

2. Sub-leasing

No resident will be allowed to sub-lease or assign their tenancy, or to allow any person to reside with them as a tenant or sub-tenant without first seeking and obtaining the approval of the management, which approval shall not be unreasonably withheld. As used in the Rules, a person moving into a home as his or her principle place of residency is considered a resident. In any case, occupancy shall not exceed more than two people per bedroom unless allowed by local, state, or federal law.

No sub-tenant (which term herein shall mean a tenant of the owner of the manufactured home) of a manufactured home located in this Community may enter and/or assume residency in the Community and no resident shall be entitled to acquire a home unless the following conditions are met:

A) Thirty (30) days prior to entry or transfer the applicant must have filed with the management an application in accordance with the rules of this Park.

B) Such person or persons must meet the currently enforceable rules of the manufactured housing community and provide reasonable evidence of financial ability to pay rent and the other charges associated with the tenancy.

C) The applicant has signed an acknowledgment receipt of the disclosure form and receipt of the Rules and Regulations of this Community.

D) In NO event shall the consent of the park management to any subletting arrangement be deemed to be a release of the original tenant from his obligations hereunder specifically stated in writing by the park management.

3. Rent

Rent payments are due and payable on the first day of each month provided, however that the rent of persons who provided written evidence that they receive governmental assistance or pension income after the first of the month shall be due on or before the fifth of the month. There will be a late fee of \$1.00 per day for all days after 30 days in arrears until the rent becomes current. A fee of \$25.00 will be assessed for all returned checks cover bank charges and administrative costs.

4. Liens

Pursuant to law and subject to the provision of chapter 140, Sections 32A-32S and 940 CMR 10.00, any money due for the rent facilities, storage or otherwise under these Rules and Regulations and for any tax assessed on the manufactured homes place on a lot, will constitute a lien on the manufactured home and its contents and such lien is enforceable by civil action to have the property sold to satisfy the debt pursuant to chapter 225, section 25A.

5. Pets

Subject to the provisions of 940 CMR 10.04(10), management may reasonably restrict pets to the outside of the manufactured homes. If requested by the management, a resident must remove or restrict any dog or cat as directed if the management has cause to do so, such as when an animal is a nuisance to other residents, has not been vaccinated against distemper or rabies, or is not being maintained in accordance with these rules.

The size of the animal is not directly related to its desirability as a resident. Any animal of vicious or aggressive disposition will not be permitted. It is urged that all female dogs over the age of six months and all female cats already in the Park at the adoption of this rule, all male dogs over the age of eight months and all cats over the age of ten months shall be spade/neutered. All violations of animal control should be reported to the Raynham Animal Control.

The pet owner is responsible for cleaning up after the pet. All waste must be bagged and disposed of promptly and properly.

Pets are not to be tied up outside or left unattended outside. Pets will be restrained by hand held leash at all times, when outside the mobile home.

Pets will not be allowed to disturb the health, safety, rights or quiet enjoyment of other tenants. A pet should not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.

The pet owner indemnifies the Community owner/management from any cause of action, claim, or damage resulting from the actions of his/her pet when any such claim, injury or loss is due to the fault, negligence or misconduct of the pet owner. If the pet owner is in violation of this rule, management may take whatever steps are permitted by law to have the animal removed. The pet owner shall ensure that their pets do not disturb the peace and quiet of other residents. If any owner's pet(s) violates this rule three times, with third notice being a written one, the pet owner may be fined \$100.00 by PHE for each additional violation.

6. Exterior of Home and Homesite

Subject to the terms of 940 CMR 10.05(5), owners, residents and their guest(s) shall comply with the following requirements:

A) The owner and residents of each unit must comply with all government requirements applicable to the unit.

B) All homes and the skirting, awnings, outside structure or covering an patio areas shall be maintained in reasonably good repair and in structurally sound condition, free of substantial chipped, peeling, flaking, moss growth, mildew or faded paint, and rust spots; and in compliance with applicable health sanitary codes as set forth in 105 Code of Massachusetts Regulation 410.

C) Only retractable type clotheslines that are self standing are permitted, in an approved location, which approval shall not be unreasonably withheld. None are to be tied to trees or structures.

D) No satellite dish of more than one meter (39 inches) in diameter may be installed without the approval of the management unless said satellite dish was installed prior to May 1, 1998. Such approval shall not be withheld unreasonably.

E) The telephone lines, cable lines, electrical lines, and gas lines are in some cases underground within the Community. No person shall do any excavation on park property (including excavation for clothesline and satellite dish poles, but not including gardening -or- tilling of the soil) without first contacting "Dig Safe" and otherwise fully complying with the state "Dig Safe Law". Dig Safe can be contacted by calling (888) 344-7233. Any person performing work subject to Dig Safe requirements shall furnish management with written notice of appropriate Dig Safe clearance numbers and clearance dates at least two (2) days prior to performing any such work.

F) Because of underground utilities, utility access and maintenance requirements, residents may not place a garden or till the soil above any utility line or

easement, without first obtaining the written approval of the management, which approval shall not be unreasonably withheld. Tenants shall contact management prior to placing any garden or tilling the soil within the community in order to avoid any underground utilities.

G) External modifications to the home and appurtenances will be required to conform to the general architectural standards of the majority of homes in the community in terms of materials and general design. Plans of such modifications must be submitted (including drawings) to the management for approval of their conformance. Such approval shall not be withheld unreasonably. This provision shall not apply to any home where conformance with such standards is not practicable or possible because the home was built before June 15, 1976 and does not comply with the federal standards for construction of manufactured housing that became effective on that date and are administered by the U.S. Department of Housing and Urban Development.

H) Sheds, awnings, or other structures or additions may only be erected with written permission of the management, which approval will not be unreasonably withheld, and in compliance with all applicable governmental requirements and in an approved location. Contractor(s) and/or sub-contractor(s) working on homes or lots must file with management, a certificate of insurance for workman's compensation insurance and reasonable liability insurance. Also they must conform to regulations regarding licensed home improvement contractors and licensed construction supervisors.

I) No liquified petroleum gas vessel shall be stored or located outside a mobile home, including beneath a mobile home or in any storage cabinet, carport, or any other structure unless such installations are approved by the fire authorities. Except as otherwise provided, no tank for the storage of fuel oil, gasoline or any other flammable product may be brought into the park from the effective date of these rules. Tank coverings shall be of similar material to that covering the home and approved by the management, which approval shall not be unreasonably withheld. Each must be maintained in good repair and structurally sound condition and free of chipped, peeling, flaking, or faded paint or rust spots.

J) No livestock, including cattle, goats, chickens, or pigs may be maintained within the community. Sheds and other structures must be located on the resident's homesite ("site").

K) All residents shall keep their site neat and clean, free from garbage, rubbish and other rubbish including tools, ladders, boats, construction material and machinery. Wood, metal, snow blowers, lawnmowers, and any like equipment must be stored in a shed. No driving over lawn areas is allowed except with the management-specific written permission, which permission shall not be unreasonably withheld. There shall be no burying or dumping of any waste materials, pollutants or other noxious or offensive

substances in the park. Waste containers shall be rodent-proof, insect proof, and watertight. There shall be no storage of any hazardous waste in the park.

L) In any matter which requires the approval of the management, the approval may be reasonably conditioned by the management to protect the health, safety, and welfare of the other residents, the protection of the Community property, and compliance with other Community rules.

M) All residents shall abide by all fire, health, safety, and sanitary regulations as applicable to the Community and the home. Any materials that could present a fire hazard or that attract insects or rodents, such as food waste, are not permitted to be stored. Open fires will not be permitted at any time with the exception of charcoal or propane gas portable grills. Where charcoal or propane or portable gas grills are used, fire extinguishers for Class B and C fires shall be kept at the premises and maintained in working condition and easily accessible.

N) Residents must restore or replace, at the option of the management, any Community property damaged by them, or by any other persons for whose actions they are legally responsible, or reimburse management for their reasonable cost of repairs or replacement made as a result of their damage to Community property.

O) Except for property that is customarily stored outside, such as garden hoses, automobiles, and similar items, personal property of a tenant shall not be left overnight outside of mobile home, shed, or other structure without the management's express written consent, which consent shall not be unreasonably withheld.

P) Residents shall at all times conduct themselves and supervise the conduct of their guest(s) so as to respect the rights of the other Community residents.

Q) The management shall provide and maintain water and sewer service lines to the point of connection to the mobile home at ground level. Tenants shall be responsible for maintenance and upkeep of the service lines beyond that point including "heat tapes".

R) No trees shall be cut or trimmed (except for ones purchased by the resident) without permission of the management, which shall not be unreasonably withheld. They are reserved for the beauty, ecology, and welfare of the community. Park areas shall not be infringed on by camping, construction or otherwise damaging the natural state by residents.

S) No fences shall be erected. Any landscaping of lots may be done only after obtaining management's prior written approval, which shall not be unreasonably withheld. Any requests shall be accompanied with a written sketch or plan.

T) Paint spraying equipment (except spray paint cans used for touchup purposes) shall not be used in the park.

U) No external modification or addition to the exterior of the house or to the homesite will be made without written approval of the management which will be in response to a written request by the homeowner. Such approval shall not be withheld unreasonably.

6A: Performance of Maintenance Work on a Resident's Manufactured Home or Home Site not requested by the Resident

Rule 6(k) of these Rules and Regulations is promulgated in accordance with 940 CMR 10.04(5)(d)(1) and 950 CMR 10.04(5) (a) and (b) as cited therein. Therefore, in accordance with 940 CMR 10.04(5)(d)(3) and (4), if the exterior of a resident's manufactured home is not in compliance with said Rule 6(k), the resident first shall be provided with written notice from the operator that specific work pursuant to Rule 6(k) is required, and that the operator will perform the work or cause it to be performed at the expense of the resident no sooner than ten (10) days from receipt of the notice; if the resident does not do the work. Said notice shall specify the amount that will be charged to the resident. Additionally, any articles picked up from said resident's site will be held at 272 Hill Street for a period not to exceed thirty (30) days. If the resident does not retrieve the articles within the thirty (30) days, then the operator will dispose of them and the resident will be charged a disposal handling fee of one hundred dollars (\$100.00) plus any cost incurred at the disposal site.

7. Interior Appearance and Improvements

Tenants shall be responsible for the interior's compliance with applicable governmental health, safety and the regulations, and this rule shall only be subject to enforcement by the appropriate authorities.

8. Remedies by Management

Subject to all applicable laws, the management shall have reasonable access to each site, to insure the regulations are complied with and to check the condition of the pads, utility connections and similar items. Management shall first give reasonable written notice to a resident, prior to entering a site except in an emergency.

9. Vehicle

A) All vehicles shall be driven at a safe speed within the Community. No motor vehicle shall be driven or operated in the park unless the operator is licensed and the motor vehicle is registered and insured in accordance with the law.

B) The tenants shall not be permitted to park more than two(2) personal motor vehicles at or on their manufacture home site without prior written consent of PHE. A personal motor vehicle shall be defined as any automobile, van, truck, motorcycle, or

motor bicycle that is for personal use by a resident, whether or not it is also used to conduct a trade or business.

C) Only resident vehicles shall be allowed to be washed in the Park. No repairs or overhauling of vehicles shall be permitted on the resident lots other than minor repairs. In no event shall motor oil, coolant, or any other hazardous waste be disposed of within the park.

D) No unregistered vehicles shall be permitted within the Park without the written consent of management, which shall not be unreasonably withheld, subject to town by-laws.

E) In order to protect the health, safety, and welfare of residents and to ensure adequate plowing of roadways, no cars shall be parked or stopped on any travel road in the park during a snow or other emergency condition. All unauthorized and all improperly parked vehicles on the Park roads will be towed at the vehicles owner's and/or resident's expense and the owner and/or resident shall be liable for all storage charges.

F) Pine Hill has designated an area for the storage of RVs, boats, trailers, or other registered vehicles owned by residents which are not allowed to be parked on their manufactured home site. Residents desiring to store said vehicles, RVs, boats, trailers or other such vehicles in said designated area are required to provide evidence of insurance naming Pine Hill Estates, Inc. as co-insured for coverage on said vehicles in the event of vandalism or damage caused by third parties while said vehicle is in the storage area. In addition, residents shall execute an Indemnification Agreement indemnifying Pine Hill Estates, Inc., its agents, servants, or employees, Peter M. Bumila as manager for FSB Realty and Peter M. Bumila as Trustee of Twin Towers for any claims which may arise as a result of damage caused by individuals or as a result of acts which are not within the control of said Pine Hill Estates, Inc. its agents, servants, or employees; which Indemnification Agreement shall be in accordance with 940 CMR 10.039(a). Copy of said insurance rider must be filed with the management office prior to the vehicle begin allowed entry to the storage area and must be updated yearly. No unregistered vehicles will be allowed to be stored in this area without evidence of insurance and prior written approval by management.

10. Right of Quite Enjoyment

A) No person shall interfere with other residents' use and their quiet enjoyment of their premises. Reasonable quiet must be maintained between the hours of 10:00pm and 7:00am.

B) No loud parties will be permitted at any time. All residents shall, at all times, control their radio, television sets, musical instruments or noise-making apparatus, which shall be kept within reasonable volume.

C) Short wave or CB antennae and similar devices which interfere with the reception of other tenants or with their privacy will not be permitted.

D) Fishing, hunting, or discharging of firearms, rifles, or air guns are prohibited within the Community area. The use of fireworks in the Community is prohibited.

E) Because of the proximity of the homes in a manufactured home community, the risk of fire damage to surrounding housing, and the risk to those with pulmonary illnesses from low laying smoke, the use of fireplaces, wood stoves, and kerosene heaters or the like cannot be installed without the approval of the Raynham Fire Chief.

F) Recreational vehicles, including but not limited to go-carts, minibikes and trail bikes shall not be operated in the Community if any such vehicles violates the right to quiet enjoyment of any resident.

11. Complaints/Emergency Telephone Numbers

Complaints, except those of an emergency nature, must be submitted in writing, with full particulars and signed by the mobile home owner or tenant. The emergency telephone numbers are (the numbers are also posted at the Community Center):

(508) 822-9800 x25

(508) 824-6169

(508) 822-9694

Complaints should be addressed to: Management
The Pine Hill Estates, Inc
272 Hill Street
Raynham, MA 02767

12. NON - Residential Activities

Ancillary non residential activities within a residential manufactured home or homesite may be permitted if they conform to local zoning and other laws and by-laws, and do not affect the quiet enjoyment of other tenants. Further, such activities will require liability insurance overage to the extent that such insurance is available at reasonable rates.

The management shall be informed in writing of any such non-residential use so that conditions of timing and operation can be optimized. Permission for such activities shall not be withheld unreasonably.

In order to protect the health, safety, and welfare of mobile home residents, the residents shall conduct no businesses on the premises or merit others to do so, or publish or broadcast advertisements, using the address or location of the mobile home park.

13. Signs

No commercial, realtor, for sale, or other sign will be permitted on any residential lot or mobile home other than a 9" x 11" "for sale" signs in the front window of such resident's mobile home.

14. Evictions

See "IMPORTANT NOTICE REQUIRED BY LAW"

15. Children/AGE REQUIREMENTS

All residents are responsible for the conduct and safety of children visiting their homes. To the extent permitted by law, the park will endeavor to use its best effort to return an exclusive retirement community as the term is defined with in 940 CMR 10.01, G.L. c. 151 B and the Federal Fair Housing Act. Pursuant to said acts, one resident must be of the age of fifty-five (55) years or older, a spouse/companion can be any age, and one third party under the age of fifty-five (55) years may reside in the home for the purpose of providing qualified medical assistance* to the resident. A qualified medical assistance shall be defined as follows:

***QUALIFIED MEDICAL ASSISTANCE:**

Pursuant to Rule 15 in order for an individual under that age of 55 years to reside within Pine Hill Estates for the purpose of providing "Qualified Medical Assistant" to a residence, said resident must meet the definition of "handicap" as stated within 42 USC 3602.(h), or as a result of advanced age and/or physical condition be unable to care for themselves without live-in personal assistance. Prior to allowing anyone to reside within a residence for the purpose of providing such care, the tenant must provide Management with a statement signed by a licensed physician stating that said tenant meets the definition of "handicap" or is in need of 24 hour assistance from a live-in attendant as a result of his or her advanced age and/or physical condition.

Prior to anyone being allowed to reside within the Park for the purpose of providing "Qualified Medical Assistance" said individual must register with Park Management Office in accordance with Rule 1 of the Park Rules and Regulations. No more than one individual will be allowed to reside within any one residence for the purpose of providing "Qualified Medical Assistance." If at anytime the resident is deemed no longer in need of a medical assistant, said assistant shall vacate the premises with thirty (30) days of said determination. Anyone refusing to vacate within said time period shall be deemed in substantial violation of the Rules and Regulation and subject to eviction proceedings.

16. General Liability

The management is not responsible for damage, injury or loss by accident, theft or fire to either the property or person of residents or their guest except that arising under law or from an act or omission of management and/or a management employee, servant or representative in accordance with 940 CMR 10/03(9). This will be considered full notification that you are using the property and/or equipment at your own risk.

17. Rubbish Removal

PHE shall be responsible for the final collection or ultimate disposal or incineration of resident's garage and rubbish by means of:

- A) the regular municipal collection system; or
- B) any other collection system approved by the Board of Health

A licensee may require tenants, to comply with recycling rules imposed by the municipality or the collection comply. All rubbish must be securely fastened in plastic bags placed into proper containers. Household rubbish, only in approved containers, cannot exceed 30 gallon trash barrel in size, to be collected one (1) day per week. Management has available for residence use, a compost pile for lawn clippings, leaves, tree and bush branches not to excess 18" in length. Items such as wood, batteries, tires, carpets, appliances, excessive cardboard cartons, furniture, metal or newspapers but not limited to thesis listed items, shall be disposed of at the Raynham landfill, transfer station or receiving area by the resident.

Positively no hazardous waste i.e., motor oil, coolant, oil filters, petroleum products, paints, solvents, etc., shall be disposed of in the Park. It is the responsibility of the tenants to dispose of these products properly and according to law. Under no circumstances shall hazardous waste of disposed of by dumping it down various drainage areas located through the Park.

18. Water Use Restriction

Residents shall comply with applicable city ordinances and rules. Normal car washing for only residents's cars is permitted in the designated area. Normal usage for lawn and garden is permitted but shall not be left unattended. (The best time for such watering is in the evening). Water bans imposed by Raynham Center Water District shall be strictly adhered to.

Water shall not be left running as a freezing protector. This is more likely to cause a frozen drain than avoid a frozen pipe. Maintenance of home heat tape should normally be the only protection against freezing required. The management shall provide and maintain water and sewer service to the lot at ground level. The tenant shall be responsible for maintenance and upkeep beyond that point.

19. Insurance

It has been determined that homeowner's liability insurance coverage is available for your house and lot at reasonable rates. As long as such liability insurance is available at reasonable rates, tenants are required to purchase such insurance and to present to management an insurance binder as a condition of tenancy. Each tenant is required to obtain and keep in effect a general liability policy with minimum coverage of \$50,000.00 and shall file a copy of such general liability policy with the management of the park. Such policy is for the welfare of the mobile home residents and failure to have such coverage shall be a substantial violation of these rules.

20. Sale of Home by Resident

Subject to the provision of 940 CMR 10.0(e) residents shall provide Pine Hill with a written notice thirty (30) days prior to the execution of any documents of their intent to sell their home. Said notice shall provide the name of the resident, address, price being asked for the home, name of the broker, if any, with whom the property has been listed, and any other relevant information regarding the proposed sale.

21. Amendments or Supplements

These rules are complete as of the date the tenant receives them but the management reserves the right, from time to time, to revise the same and to adopt or promulgate additional or new rules, after submitting them to the Department of the Attorney General and the Executive Office of Communities and Development.

22. Severability

If any provision of these Rules of the application of such provision to any person or circumstance shall be held invalid, the validity of the reminder of the Rules and the applicability of such provision to any other person or circumstance shall not be affected thereby.

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 secretary of communities and development and either a copy of the approvals thereof by the attorney general nor said secretary has taken any action with respect thereto within the period set forth in paragraph (5) of section 32L, chapter 140. This notification must be furnished to you at least 332 days before the change(s) go 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 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 violation of the law or health 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 32R of Chapter 140, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached "Request for Information" form 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 dissonance 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.

Request for Information

The undersigned, a tenant in the manufactured housing community know as _____ and located at _____ desires to receive information concerning any proposed sale or lease of the community as required under Section 32 R of Chapter 140 of the General Laws.

I understand that this request shall not obligate me to participate in any purchase or lease of this community, but is only a request for information. The notice is being deliver to the owner or owner's manager either in person or by certified mail on _____

Tenant Name: _____

Lot No: _____