

Community Rules

Colonial Estates

A Resident-Owned
Community

**Owned and operated by:
Colonial Estates Homeowners Association, Inc.**

We wish to welcome you to our community. It is our intention to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of the residents *and* the Association; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

The Board of Directors

Colonial Estates Homeowners Association's Contact Information:

6 Minute Man Road Taunton, MA 02780
508-824-1911

Colonial Estates Homeowners Association's Property Manager's Contact Information

Bristol South, Inc.
P.O. Box 77
Raynham, MA 02767
508-823-2300
office@bristolsouth.net

These rules use the terms, “Association,” “Property Manager,” and the “Board of Directors” to refer to the owner(s), the operator(s), and/or the manager of the community.

1. Retirement Community

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

2. Application for Tenancy

a. Any person intending to establish tenancy in this community (the “applicant”) must first fill out an application with the Board of Directors through the Property Manager in advance. The approval process must be completed after the initial sales agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved or denied by the Board of Directors through the Property Manager, and the Board of Directors through the Property Manager shall consent to entrance by the applicant and members of the applicant’s household, if the applicant and the members of his or her household meet the currently enforceable rules of the community, the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question and meets the Board of Directors approved Applicant Screening Policies and Procedures. The Board of Directors through the Property Manager shall have 10 calendar days to consider each completed application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules shall be provided to each prospective applicant. The applicant must meet the approved criteria for criminal background screening, receive a copy of the community rules and agree to abide by them.

b. All applicants must join the Colonial Estates Homeowners Association and intend to reside in the community.

3. Registration

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

Guests who remain in the community in excess of 90 days in a 12-month period must apply for tenancy in accordance with the policies of the Board of Directors.

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 Massachusetts Disclosure Requirements Form (“Written Disclosures”) and shall include at a minimum the Community Rules with attached “Important Notice Required by Law,” along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed term(s) of occupancy, including, the option of a lease for a term of five years; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known defects; and (f) a description of all common areas and facilities and any restrictions on their use. In addition, the Association shall make available for resident inspection a copy of the Attorney General’s Manufactured Housing Regulations (940 C.M.R. 10.01 et seq.), either at the 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 Association through its Property Manager 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 thirtieth day following, shall be recorded as received after the due date. Any fees which may be imposed either for late payments (30 days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting the resident from the community.

6. The Home Site

A rented site shall be used only for 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 ramps, patio areas, decks, porches, sheds or carports.

7. Occupancy

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

8. Common Areas

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

9. Utilities

- a. Association's Responsibility:** The Association shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home, in accordance with applicable laws.
- b. Residents' Responsibility:** Residents are responsible for paying for the maintenance and repair of utilities from the point of connection to the manufactured home to the inside of the home.
- c. Cable TV and Telephone Service:** Each homeowner shall pay for all cable TV, telephone, and Internet service actually provided to the manufactured home.
- d. Metered Utilities:** Each homeowner is required to pay for his or her own use of gas, oil, and electricity, as long as (1) there is individual metering by a utility or utilities, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.
- e. Changes in Gas and Electrical Service:** Any homeowner wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the Board of Directors through the Property Manager 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 absolutely 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 products, baby diapers, baby wipes, adult diapers, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.
- h. Oil Tanks:** Oil tank replacement is the responsibility of the Association. The Association is responsible for the upkeep and maintenance.

10. Satellite Dishes

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the Board of Directors through the Property Manager, 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 the Community Roadways, and Other Common Areas

The Association shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the Association shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish.

12. Snow Removal

The Association is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas. Residents are responsible for clearing snow and removing ice, where necessary, on their home sites. When removing snow from driveways, residents shall put the snow in their own yards and not in community roadways.

13. Water Use

- a. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping.
- b. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be applied in a reasonable and non-discriminatory manner.
- c. Watering of lawns is permitted by means of hand-held watering devices and/or other watering devices in accordance with schedules which reflect local ordinances and water bans and are changeable from time to time. Such schedules shall be posted in common areas.

14. Garbage and Rubbish Collection and Disposal

- a. The Association shall be responsible for the final removal of residents' ordinary household garbage and rubbish. Trash collection is weekly curbside.
- b. All residents shall store garbage and trash in a securely fastened container 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 Association 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 shall be disposed of only in areas designated by the Board of Directors.
- f. Residents shall not dump trash on common areas.

15. Aesthetic Standards for Exterior of the Home and Site

- a. **Maintenance of Structures:** All homes, exterior doors, carports, steps, patio areas, additions, decks, porches, skirtings, awnings, sheds, and/or other outside structures shall be maintained by the resident in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.
- b. **Maintenance of Site:** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Shrubs should be kept trimmed to prevent them from appearing overgrown. Lawn mowing is the responsibility of the Association. All debris shall be removed from the driveway. The Association is responsible for maintaining and/or replacing the driveways, cement slabs under the home and sidewalks when necessary. As well as all other permanent elements of a lot or the community.
- c. **Repairs to the Home or Site by the Association:** If the home's exterior does not comply with any enforceable community rule, the Property Manager may notify the resident in writing that specific work is required to bring the home or site into compliance with such rule, and the Association shall 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 shall be charged to the resident. If the resident does not do the work within 10 days of receipt of such notice, the Association may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 4.
- 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, skirtings, awnings, sheds, enclosures, ramps or other outside structures. Such external structural modifications may be made only with the prior written approval of the Board of Directors through the Maintenance Committee, who shall 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 Board of Directors reasonable proof of such approval by the local building inspector.

e. Exterior Aesthetic Standards for Community: A list of exterior aesthetic standards for the community include:

- i. Re-siding: the type and color must blend in with surrounding homes
- ii. Permanent storage of items along the driveway is prohibited, with the exception of: Authorized vehicles, recycle bin, covered trash receptacle and air conditioner (if applicable).

16. Interior Appearance and Improvement

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

17. Landscaping

a. Landscaping by Association: With regard to landscaping — such as plants, trees or shrubs — that the Association has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the prior written approval of the Board of Directors. In addition, no trees planted by the Association shall be trimmed without the permission of the Directors. 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 the Board of Directors 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.

c. The Association shall mow all lawns and remove debris. The Resident is responsible for maintaining the lawn directly abutting their home and shed, including any necessary weed-whacking. Raking of grass and leaves around the home's perimeter shall be the responsibility of the Resident. Raked leaves that are bagged shall be removed by the maintenance crew on a posted schedule.

18. Digging

Before a resident begins to dig or excavate on his or her site, he or she must notify “Dig Safe” and comply with state “Dig Safe” law. The number for Dig Safe is (888) DIG-SAFE (344-7233) or you may visit Dig Safe online at www.digsafe.com. The Board of Directors must be given written notice of the appropriate Dig Safe clearance numbers and clearance dates prior to starting any digging. All excavation shall be done by persons licensed to do such work and such persons must provide the Association evidence of suitable liability and workers compensation insurance prior to commencement of excavation. 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 Association, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance (including workers compensation insurance) in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the Board of Directors upon request.

20. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or the Property Manager and/ or the Board of Directors, 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, excluding flammable items, which may be stored in the 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. Residents are required to provide the Property Manager with a copy of applicable permits prior to installation and usage. This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.

23. Association's Right of Entry

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

24. Residents' Conduct

- a.** Compliance with Applicable Laws and Community Rules: All residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. Residents shall make sure that their guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.
- b.** Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or home sites at any time.
- c.** Noise and Disturbances: Residents shall not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the time period specified in any applicable local by-law or ordinance.
- d.** Interference With TV and Radio Reception: The community does not permit any short wave or CB equipment or similar device that interferes with other residents' privacy or their ability to receive television, radio, or other transmissions.
- e.** Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the community area. The use of fireworks in the community is prohibited.

- f. The use of trampolines is prohibited.
- g. The use of pools is prohibited, with the exception of wading pools, which are defined as not deeper than 6 inches nor wider than 4 feet. Residents shall carefully attend to pools filled with water, and obey all local ordinances regarding open pool safety and regulations, including, at all times, adult supervision of children using the pool. When not in use, all pools must be properly emptied of water and stored inside.

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 by individuals between 8A.M. and 3P.M., one weekend, annually. This does not apply to Association yard sales. Residents shall request approval by the Board of Directors to hold yard sales; and such permission shall not be unreasonably withheld or delayed.

26. Pets

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

The number of dogs allowed in a residence is restricted by the City of Taunton Ordinance Chapter 191.

27. Vehicles and Parking

- a. **Two Personal Motor Vehicles Per Site:** Residents may park up to two personal motor vehicles at their site. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8,600 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 choose one: (1) in the guest parking areas behind the community center or (2) on the street, as long as they do not interfere with the safe passage

of emergency vehicles and snow plows 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 8,600 pounds may be kept in the community only if the Property Manager provides permission, and a storage area for such purposes is available.
- e. Violations and Towing: Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle.
- f. Parking on lawns and common areas is strictly prohibited, with the exception of property maintenance vehicles.

28. Use of Community Roadways

- a. Speed Limit: All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 10 miles per hour.
- b. Interference with Residents' Right to Use and Quiet Enjoyment: Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver. No vehicle may be operated in a manner that interferes with other Residents' quiet enjoyment of their homes.

29. Repair of Vehicles

- a. Major Repairs: Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community. Residents are permitted to do minor repairs of their vehicles within the community as long as there is not such risk of a petroleum product leak.
- b. Oil or Gas Leaks: Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the Association shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the Property Manager shall 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 shall be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

30. Community Center and Recreational Facilities

- a. Health and Safety Regulations: Anyone using the community center, recreational facilities, or other common areas shall abide by any applicable health and safety regulations

and any reasonable rules for use of such community center, recreational facility, or other common area. Rules for such areas shall be posted and/or made available to all residents and their guests in conspicuous related areas. Such rules shall be reasonable and in accordance with applicable law and, where necessary, are subject to the same review provisions as that for the Community Rules.

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

31. Subleasing of Sites and Renting of Homes

This is a Resident-Owned Community where ownership of the home is of paramount importance. Thus, subleasing of sites is not allowed except in cases of hardship as defined in the Bylaws of this community and applied by the Board of Directors. All proposed subtenants must submit applications for residency, described previously in Rule 2. All proposed subtenants shall be approved as long as they provide Property Manager with reasonable evidence that they have the financial ability to pay all rent and other charges, meet the approved criteria for criminal background screening, and comply with all enforceable community rules, including the registration requirement in Rule 3. Even after the Board of Directors approve a subleasing arrangement, the original residents shall continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules. Approval of subtenant applicants shall not be unreasonably withheld or delayed.

32. Sale, Lease, or Transfer of Manufactured Home

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the Property Manager at least 30 days before the intended sale, lease or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by Rule 2. This approval process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized.

a. For sales of homes:

- i.** The letter shall contain the broker's name, telephone number, and address;
 - ii.** The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement;
 - iii.** The Association shall conduct an inspection of the lot to assess any damage to the home site. The seller and buyer shall be informed of any damage for which the homeowner is responsible.
- b. For removal of homes:**
- .** All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;
 - i.** A copy of the local permit to remove shall be given to the Property Manager prior to removal;

ii. After removal, the lot is to be cleaned of any trash, debris, and hazards (e.g., stairs falling apart, outbuildings in disrepair, broken glass). Any damage done to landscaping, utilities or driveways shall be promptly repaired and any holes in the ground shall be filled in so that the site is rendered in a clean and safe condition.

iii. The homeowner shall provide the Property Manager with a copy of proof of insurance and license for all contractors and sub-contractors prior to the commencement of any removal.

c. For homes to be moved in:

i. The Property Manager requires written approval of all new and used homes prior to delivery, such approval not to be unreasonably withheld;

ii. The Property Manager reserves the right to inspect and view any used home before moving into the community to confirm that it meets aesthetic, size standards and applicable code requirements of the community;

iii. If required by local, state or federal regulations, the home shall first be approved by the regulating authority for compliance with state and local code requirements;

iv. The home and all associated installation work shall meet all state and local building and health code requirements;

v. The homeowner shall provide the Association with a copy of the applicable local permits for installation of the home, the license of each contractor installing the home and connecting it to utility services, and proof of insurance for all contractors and sub-contractors prior to the commencement of on-site work.

33. Broker for Sales of Homes

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

34. For Sale Signs

Homeowners may place signs in their homes or on their sites which advertise their home as “for sale” or “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, the Association may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The Association may enforce such a lien by bringing a civil action under M.G.L. c. 255, § 25A, to have the property sold to satisfy the debt.

36. Replacement of Manufactured Home

If a resident intends to replace his or her home with one of like dimensions, he or she shall obtain the approval of the Association through the Property Manager 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 shall 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 Board of Directors and Enforcement of Community Rules

In any matter which requires the approval of the Board of Directors and Property Manager, such approval shall be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the Association, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The Association shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement. In addition, such approval shall not be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than 10 days, unless another time period is provided in an enforceable rule or applicable law.

38. Complaints

All complaints should be handled in accordance with the Board of Directors approved Association Community Rules Enforcement Policy. 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 guidelines of the Association Bylaws. At least 75 days before the effective date of any new rules or changes to existing rules, the Board of Directors shall both conspicuously post in the community center, and provide the residents with a copy of all the Community Rules and any changes to the Community Rules. The Board of Directors shall 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 shall 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.

Colonial Estates Homeowners Association Community Rules

Total 15 Pages – Approved on ___/___/___

by the Membership

The foregoing is a true and accurate account, attested by,

Secretary

IMPORTANT NOTICE REGARDING COMMUNITY RULES

Please take notice that [the owner/operator] wants to [choose 1: issue/add/delete or amend] the community rules. In particular, we intend to [choose 1: issue/add/delete or amend] [rule(s) number_____]. The proposed new rules are attached. These new rules would apply to all community residents, and may have a material effect on living conditions in the community. The Attorney General and the Director of the Department of Housing and Community Development have the authority to approve these new rules. Any resident who wishes to provide comment on the proposed rules should write to the Consumer Protection Division, Office of the Attorney General, One Ashburton Place, 18th Floor, Boston, Ma 02108. Residents may also submit their comments to [the owner/operator’s name and address].