

# **WAYSIDE MOBILE HOME PARK RULES AND REGULATIONS**

## Introductory Comment by Management

The following rules and regulations have been selected by the Park Management for the purpose of providing each and every resident with a clean, quiet, attractive, and comfortable place to live. The Rules are not intended to be unduly restrictive or oppressive. The Management of the Wayside Mobile Home Park has promulgated these regulations with an aim to protect the quality of life which occupants of the park have come to expect, and to thereby enhance the value of their property. This is a retirement community park dedicated to quiet living.

## Important Notice Required by Law

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. 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 and received by the Attorney General and the Secretary of Communities and Development. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable, or else said rules and regulations cannot be enforced against you.

You may continue to stay in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non-payment of rent, violation of laws, or for substantial violation of the rules and regulations of the park. If the park will undergo a change of use, you must receive notification of the change at least two years prior to its occurrence. 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 park; provided, however, that only one notice of a substantial violation of the rules and regulations of the park is required to be sent to you during any six month period. If a second or additional violation occurs, except for non-payment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or services in connection with the use or occupancy of your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar good and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for non-payment 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.

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

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We welcome you to the Wayside Mobile Home Park, Clark Road, Shirley, Massachusetts 01464. The Rules and Regulations of this park have been established for your protection and to make living here pleasant for you and your neighbors. These governing standards will be enforced and violators will not be tolerated. Pride of ownership is essential on the part of all tenants to create a pleasant home-like atmosphere.

I. RENT AND OCCUPANCY

- A. The lease agreement signed by you sets forth the conditions of your occupancy.
- B. In accordance with the applicable provisions of Chapter 140 of the General Laws, all residents must register with the Management prior to occupancy. Each individual who occupies a resident's home must have the express written authorization to do so from the park Management, except for children born to or adopted by an authorized resident during the tenancy.
- C. Occupancy of all homes within the park shall be limited to the individuals who are over the age of 55 years and who are registered in accordance with Section B above at the commencement of the tenancy. (Please refer to Section 10C of these Rules and Regulations.)

The base rent set forth in your lease presumes occupancy of one individual per home. There is an additional monthly charge for additional individuals living in your home. Please refer to your lease.

Assignment or subletting of homes within the park shall be allowed only with the written authorization of Park Management which shall not be unreasonably withheld. An assignee or subtee must obtain written approval from Park Management using the same procedure utilized for a prospective purchaser.

- D. All guests must be registered with Park Management and must comply with the park's Rules and Regulations to the extent provided by Law. Responsibility for registering guests shall rest with the tenant. Tenants will be responsible for the actions of their guests.
  - 1. Any guest who will occupy a tenant's home for a period in excess of fourteen days must receive authorization from Park Management prior to occupying the tenant's home. Tenant's who have such guest occupants shall pay the sum of \$1.50 per day, commencing on the fifteenth day of such occupancy. Said charge represents water and sewage charges as additional wear and tear on park ways. In no event shall the number of occupants in a tenant's home exceed its maximum capacity, which shall be considered two individuals per bedroom. No guest shall remain as occupant in excess of fourteen days unless such guest is at least 55 years of age.
  - 2. No mobile home shall have more than two rooms used as bedrooms except for homes which have been constructed as a "double width" home. A mobile home consisting of two halves which are each the width of a normal mobile home, which are attached to

become one double the approximate size of what is generally considered a mobile home, shall be considered a “double width” mobile home. Additional year-round living space shall be allowed only after proper application to the Management and approval of such plans by the Management and local board of health.

- E. Base rent for units in this class is set forth in the lease agreement. This base rent presumes one individual living in each unit. Additional charge per month per individual is set forth in the occupancy agreement, and is to be paid monthly by tenants having more than one individual living in his or her home. This additional charge shall not apply to guests as set forth in Section D1 above.

## II. CARE AND MAINTENANCE OF MOBILE HOME AND LOTS:

### A. Mobile Home

1. Tenants shall maintain their mobile homes, steps, appurtenant structures, and storage sheds in a state of good repair and in compliance with all applicable building and health codes. Copies of said codes are available at Town Hall or upon request from the Management. All mobile homes shall be skirted (enclosed underneath) in an appropriate manner using pre-finished aluminum or vinyl skirting materials which complies with such codes, is finished in an attractive manner, and meets with Management approval.
2. The location and position of each tenant’s home on the lot will be prescribed by the Management and the homes lowered to a level deemed appropriate by the Management.
3. No steps, additions, appurtenant structures, or exterior alterations or repairs shall be made or constructed without prior approval by Park Management, which shall not be unreasonably withheld.
  - a. Additions, structures, pitched roofs, etc. must comply with the following provisions:
    - i. Exterior materials are to be pre-finished aluminum or vinyl only.
    - ii. Skirting of additions must be uniform with parent home.
    - iii. Additions not presently meeting the aforementioned standards are subject to removal.
    - iv. Pitched roofs are to be pre-finished aluminum including gable and top. Positively no wood exposed.
    - v. Building plans with size, specifications, exterior materials, etc., are to be submitted for written approval prior to construction to the Park Manager.
4. Washing machines are not permitted in any homes located within the park. Wood stoves may be installed if such installation is approved by the proper authorities of the Town of Shirley.

All utility connections including water, sewer, fuel tanks, electricity are to be properly connected and insulated in accordance with local or state codes, and shall be installed and maintained at the expense of the tenant. The repair of all above ground water and sewer lines including shut-off valves are the responsibility of the tenant, who shall repair any leaks with 48 hours of discovery. Tenants shall immediately notify Park Management of any underground leaks. Wires, outlets, fuse boxes, and circuit breakers from each tenant's meter to the mobile homes served are the responsibility of the tenant.

5. Skirting, additions, fuel tanks, storage shed, or other appurtenant structures or fixtures shall be painted or finished in colors harmonious with that of the exterior of the tenant's mobile home. Management reserves the right to request that colors considered offensive be removed.
6. Any construction or repairs inside or outside mobile homes must be performed by a competent person or persons licensed in their respective fields. A reasonable amount of liability insurance must be provided by contractors, and a certificate of this liability insurance and workers compensation, if employees are working, must be presented Management seven days before work is to commence. The names and addresses of the contractors, subcontractors, or agents and off all employees must also be given to Management one day before is to begin.

#### B. Lot Appearance and Maintenance

1. No storage sheds, utility buildings, fences, screens, or shelters may be placed or built on any lot without the prior written permission of Management, which permission will not be unreasonably withheld.
  - a. Storage sheds are limited to one shed per lot.
  - b. Size of shed will not exceed 10'x14' and be no higher than 8'.
  - c. Prior to the erection of any storage shed, specifications of design must be submitted to Management and written approval obtained.
2. All tenants shall maintain their lots in a clean and orderly fashion. Each tenant shall be responsible for the mowing, trimming, and general appearance of the lawn and shrubs located on the lot. In the event that a tenant fails to maintain his/her lot in accordance with these regulations, Management reserves the right, after a five-day written notice mailed to the tenant, to have the lot cleaned and to charge the tenant at the rate of \$20.00 per hour per man. Failure to pay the charges within five days of submission of Management's bill for such cleaning services shall be regarded as a substantial violation of Park Rules and be cause for eviction. PLEASE COOPERATE.
3. Only lawn and patio furniture shall be permitted outside of any mobile home lot and all other items of any personal property shall be kept and stored inside of the mobile home or shed approved by Management.
4. No tenant shall cut or prune any trees, nor remove any land or fill without first obtaining the written consent of Management.

5. An individual clothesline installed by the tenant may be installed to the rear of the mobile home lot after prior approval of its location by the Management.
6. Utility trailers, boats, campers, snowmobiles, etc., shall be kept in an area specified by Management.
7. The erection of fences and/or walls, etc., on or surrounding each mobile home lot is strictly prohibited. **NOTE:** Fences that have already been erected will be permitted to remain on your site with the following exceptions:
  - a. Homes that are being sold now or at any future time must remove all fencing prior to sale.
  - b. Present fencing that is in a state of disrepair must be removed if advised accordingly by the Park Manager.
8. Any tenant who has a wood stove installed in accordance with the provisions of Section A4 may store up to two cords of firewood on his lot in a location prescribed by Management.
9. Inflammable or poisonous materials are not permitted around or under a mobile home under any conditions.
10. Land allotted to each space is restricted to all the land on the door side of each home and continuing to the off door side of the home adjoining yours, unless otherwise specified. Each home owner has a right of way only on the off door side to clean windows, repair pipes, etc. Obstructions or structures are not to be placed on the off door side of your home.

C. Motor Vehicles, Recreational Vehicles, Boats, and Trailers

- A. Only tenants and their guests or invitees who have a driver's license will be allowed to operate motor vehicles anywhere in the park. Vehicles not registered for highway use shall not be operated on the park streets or anywhere within the park.
- B. The maximum vehicular speed limit in the park is ten miles per hour.
- C. All vehicles belonging to the tenant or occupants of his or her home shall be parked in the driveway assigned to his or her home, or in the case of homes without driveways, in the area immediately in front of the home during the summer, and the common parking lot during the winter. All tenants or occupants shall provide Management with a list of vehicles which are to be parked within the park, giving the vehicle license plate number.
- D. Unregistered vehicles of any kind are not permitted on the premises and will be towed at the owner's expense after reasonable notice to remove same has been given to vehicle owner and/or tenant.
- E. Large trailers, boats, trucks larger than pickups, etc., are not to be parked on the premises. The Management may provide an area within the park for storage of such property and shall have the right to impose a charge for such storage.

- F. Motorcycles, trail bikes, snowmobiles, or other off-road vehicles are not to be operated within the park.
- G. Tenants shall not perform major repairs to any vehicle on their lot or within the park except for emergency repairs required for the removal of such vehicles to a repair shop.
- H. Tenants, occupants, and guests shall not operate loud vehicles within the park in the evening or early morning hours
- I. No work on Sundays or legal holidays will be permitted in the park.

### III. LAUNDRY ROOMS:

- A. Laundry rooms are for the use of tenants only. Management reserves the right to evict anyone from the laundry room who interferes with the quiet enjoyment of the other tenants, is, is intoxicated, negligent, destructive, or acts in a similar improper manner.
- B. Tenants have the right to use the laundry room and equipments therein. However, the park Management assumes no responsibility or liability unless the park Management is itself is reckless or negligent.
- C. Management will use its best effort to keep the laundry rooms in a clean and operable condition.

### IV. QUIET ENJOYMENT:

- A. Tenants shall not use radios, record players, television sets, musical instruments, or the like in such a manner as would cause noise levels which are offensive to other tenants. Loud parties, public drunkenness, disturbances of the peace, creation of nuisances, malicious acts, or other similar acts which infringe upon other tenants' quiet enjoyment of their homes is prohibited.
- B. A tenant or any member of his/her family shall refrain from any action or conduct which would interfere with the quiet enjoyment of other tenants in the mobile home park. If Management receives notice from any tenant and/or has knowledge of any actions or conduct of a tenant interfering with the quiet enjoyment of others, the Management shall give said tenant written notice of said complaints. The failure on behalf of said tenant or any member of his/her family to discontinue such disturbing action or conduct shall constitute a substantial violation of the mobile home park Rules and Regulations, and give just cause for Management to commence eviction proceedings.
- C. Children are to be supervised by their parents or a responsible adult at all times.
- D. Peddling, soliciting, or other commercial enterprises shall not be conducted within the approval from Management.

### V. PETS:

- A. Only pets owned by the tenants at the time that these Rules and Regulations are adopted are allowed and all such pets must be registered with the Park Manager.

- B. Only small (15 pounds or less), quiet, normally domesticated pets are allowed. No dogs are permitted.
- C. Tenants shall not take in dogs belonging to friends or family members for temporary periods.
- D. All pets shall be contained by their tenant owners, who shall not allow such pets to run loose within the park.
- E. All tenant pet owners shall be responsible for cleaning up their animal's droppings immediately after each occurrence.
- F. No tenant who owns a pet shall allow the pet to annoy other tenants. If the Management believes that the pet is an annoyance, or if any four tenants of the Park make written objection to the Management that the pet is an annoyance, the Management shall give the owner thirty days notice to remove the pet from the Park.
- G. Anyone concealing a pet or any other animal and refusing to remove the animal from the park will be subject to eviction. The Management requires each occupant, whether recently arrived or already established, to inform the office if they intend to bring a pet of any kind into the park.

#### VI. SIGNS

- A. No commercial sign or advertising shall be permitted on mobile homes or lots in the park without the prior written consent of Management, except a single sign advertising the sale of a mobile home, provided that such a sign is placed in a window of the mobile home for sale and provided that it is no greater than twelve inches in height, and twelve inches in length, and not illuminated.

#### VII. DELIVERIES AND SERVICES:

- A. In-as-much as the park is maintained as a private enterprise, its streets are private and not public thoroughfares. In the interest of security, safety and traffic control, and the well-being of the other tenants, Management recommends that tenants of the park advise any party or parties who are to deliver goods or services to such park tenants, to first have such party notify Management of their needs to enter the park and its destination.

#### VIII. REMOVAL OF MOBILE HOMES:

- A. If a tenant plans to remove his/her mobile home from the park, he/she shall, in addition to giving a thirty day written notice of termination of his/her tenancy, furnish Management written evidence that the carrier removing the mobile home is properly insured for the moving of such mobile home, thereby protecting the safety of the park tenants and their mobile homes.
- B. The tenant removing his/her mobile home from the park shall contact all utility companies for the disconnection of service.
- C. A tenant shall not be allowed to replace his/her mobile home with another mobile home which in the reasonable opinion of the Management is aesthetically beyond repair and

cannot be made safely inhabitable because of irremediable, structural, or systematic defects and endangers the health, safety, or welfare of other park tenants or substantially diminishes the general appearance of the park.

- D. No real estate broker shall be allowed in the park unless the broker first gives written notice to the Management of his/her name and residential address, and then shows the Management proof of insurance policies to cover theft, personal injury, and workers compensation coverage in a reasonable and standard amount for brokers in the area to the Management.
- E. The tenant shall leave his/her lot in a clean condition with all structures belonging to the tenant removed.

IX. SNOW REMOVAL:

- A. Park Management arranges for snow removal of the streets within the park. Tenants are responsible for the cleaning of their individual driveways and are not to place snow so removed on the street.

X. SALE OF MOBILE HOME LOCATED WITHIN THE PARK:

- A. Purchasers of mobile homes within the Wayside Mobile Home Park must be approved by park Management prior to their occupancy of a home within the park. The application procedure for such approval is as follows:
  - 1. At least thirty days prior to assuming occupancy, the purchaser must supply park Management with the following documentation:
    - a. An application giving the names, former addresses, ages, occupations, and references for all prospective occupants;
    - b. A credit report from a credit reporting agency showing the prospective occupants' credit history;
    - c. A certified inspection report from an electrician and plumber indicating that electrical wiring and plumbing within the home meets with current state codes.
  - 2. Park Management shall approve such application if references, credit reports, and inspection reports are, in its opinion, satisfactory. Park Management may disapprove such application if the prospective occupants have a past history of unlawful or unruly conduct, poor credit history, or if the mobile home is aesthetically beyond repair or cannot be made safely inhabitable because of irremediable structural or systematic defects.
  - 3. All occupants must sign both the park Rules and Regulations and an occupancy agreement.
- B. Any person occupying a mobile home within the park who has not received written approval from park Management is in violation of the Rules and Regulations, and will be evicted by park Management.

C. Purchasers of mobile homes within the Wayside Mobile Home Park and all prospective occupants of the mobile home with said purchaser must be at least fifty-five years of age. This provision shall not apply to the purchaser and prospective occupants of any mobile home within the Wayside Mobile Home Park from a tenant who occupies said mobile home as of the date of adoption of these Rules and Regulations.

XI. INSURANCE AND LIABILITY:

A. It is suggested that all tenants maintain fire and extended insurance on their mobile homes and it is suggested that all tenants maintain public liability insurance in an amount equal to such home's full insurable value. It is also suggested that any vehicle used by the tenant within the park be properly insured.

XII. MISCELLANEOUS RULES:

A. No open fires are permitted at any time.

B. Alcoholic beverages are not to be served or consumed in any public areas located within the park.

C. Park utility service companies, such as suppliers of heating, L.P. gas, etc., are limited to those companies assigned by the park, provided the prices charged by said companies for such services are competitive with prevailing prices in this locale.

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I (we) have read the foregoing Rules, and I (we) understand that these Rules constitute a part of my (our) rental agreement with Wayside Mobile Home Park. I (we) understand and agree to abide by these Rules. My (our) signature(s) below acknowledges that I (we) have received a copy of these rules.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

Name of Property Manager: Harry Dumont  
Name of Business Manager: Richard G. Lannan  
Telephone Number: 603-888-8950; Fax Number: 603-888-8951  
Address of Manager: 7D Taggart Drive, Nashua, NH 03060

Name of Emergency Maintenance Manager: Chuck Courtois  
Emergency Pager: 603-596-4777