

RULES OF
Birchwood Village

1340 County Street
Attleboro, Massachusetts

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These rules govern the homeowners/residents' occupancy and use of the homesite and common areas in the community. They are intended to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of both residents and the community owner/operator; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

1. Community Owner's address and phone number:

Birchwood Village MHP, LLC
c/o The Lannan Company, Inc.
7D Taggart Drive
Nashua, NH 03060
Attn: George Pappas, Member
Tel: (603) 888-8950

Manager's Name, Address and Phone Number:

The Lannan Company, Inc.
7D Taggart Drive
Nashua, NH 03060
Tel: (603) 888-8950

On Site Manager and Emergency Contact:

Robert Golden, Community Manager
1340 County Street
Attleboro, MA 02703
Tel: (508) 222-0444

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

2. Application for Tenancy

Any person or persons intending to establish tenancy in this community (the "applicant(s)") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale or transfer of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question, which may include a review of the applicant's credit history. The owner/operator shall have ten calendar days to consider each application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each prospective applicant.

3. Registration

Upon approval of the application for tenancy in the community, all applicants to the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of persons who live in a home for fewer than 90 days in a 12 month year.

4. Resident's Rights and Responsibilities under the Law

(a) All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including without limitation any

existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.

(b) These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law" along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed term(s) of occupancy, including the option of a lease for a term of five years; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known defects; and (f) a description of all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection a copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), either at the manager's office or in the area where the Community Rules are posted.

(c) Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

5. Rent

The due date for payment of rent is on the 1st day of the month. Any fees which may be imposed either for late payments (thirty days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent and other charges as provided by law may provide grounds for evicting you from the community. Checks are to be made payable to "Birchwood Village MHP, LLC" and mailed to The Lannan Company, 7D Taggart Drive, Nashua, NH 03060.

6. The Home Site

A rented site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; no more than two personal motor vehicles; and ancillary structures or areas, such as: patio areas, decks, porches, and sheds, if existing. Ancillary structures may be added on or expanded with

owner/operator's prior written consent, which consent shall not be unreasonably withheld or delayed. A building permit may also be required from the City's building inspector.

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. Every home should be occupied by only those persons registered with Park Management. Please see Rule 3 above for exception.

8. Common Areas

The common areas of the community include the roadways and every area in the community except the homes sites.

9. Utilities

a. **Owner/Operator's Responsibility:** The owner/operator shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, electricity, and natural gas fuel, unless individually metered, up to the point of connection with each manufactured home above ground, in accordance with applicable laws.

b. **Tenant's Responsibility:** Tenants are responsible for paying for the maintenance and repair of utilities from the point of connection to the inside of the home. Tenants shall be responsible for damage to underground utilities caused by improper and negligent use of above ground facilities by tenants or their guests.

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 and electricity, as long as: (1) there is individual metering by a utility or utilities; (2) the meter services only the individual home. The Park Management advises you to check your heat tape each fall to prevent the freezing of above ground water and/or sewer lines connected to your particular home.

e. Changes in Gas and Electrical Service: Any homeowner wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the owner/operator that he or she has obtained proper permits and complied with all applicable electrical or other safety codes.

f. Tampering With Utilities: Tampering with meter boxes and utility services is not permitted.

g. Disposal of Wastes: The community's utilities shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic wastes or substances into the disposal systems or drains - such as toilets, showers, bathtubs, and sinks. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.

10. Satellite Dishes

Residents may install a satellite dish no larger than the current FCC Regulation (which is 39 inches in diameter) to the house or to a pole attached to the house with approval of the owner/operator, which approval shall not be unreasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with respect for the safety and view of neighbors.

11. Maintenance of Community Roadways, and Other Common Areas

The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws.

As part of this responsibility, the owner/operator shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish.

12. Snow Removal

The community owner is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas. Residents are responsible for clearing snow and

removing ice, where necessary, on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in community roadways. During the winter months (November, December, January, February and March) motor vehicles are to be parked in driveways and not on the streets so as not to interfere with snow removal. Vehicles parked in the roadway which interfere with snow removal and/or which cause a safety concern are subject to being towed and stored at the vehicle owner's expense.

13. Water Use

a. Residents are encouraged to be aware of water conservation at all times. Residents shall make every effort not to leave any faucets, hoses 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 the personal and household needs as stated above, 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 owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. The owner/operator has contracted with a private rubbish collection company which collects the trash once each week, usually early morning. Due to company mergers and change of vendors, the day of the week may change. The collection day will be disclosed to the tenant upon the tenant's acceptance. Park Management will post changes on the bulletin board. Weather conditions and holidays may cause a temporary delay on collection.

b. All residents shall store garbage and trash inside the home or shed until the day(s) designated for trash removal, and shall pack such garbage and trash in

bags or containers that are leak-proof and securely fastened.

c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters.

d. If the municipality or trash collection company imposes recycling rules, the owner/operator may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.

e. Yard waste and dead brush may be disposed of only in City compost area off Pond Street

15. Aesthetic Standards for Exterior of the Home and Site.

a. Maintenance of Structures: All homes, exterior doors, steps, patio areas, additions, decks, porches, skirtings, awnings, sheds and/or other outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.

b. Maintenance of Site: All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawns and shrubs should be kept mowed and trimmed to prevent them from appearing overgrown.

c. Repairs to the Home or Site by Community Owner/Operator: If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that the specific work is required to bring the home or site into compliance with such rule, and if the resident does not do the work within 10 days of receiving such notice, then the owner/operator will have the work performed by a sub-contractor. The owner/operator will supply the tenant a copy of the contractor's bill and an invoice for the time spent by Park Management as set forth in the Written Disclosures.

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, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the residents may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.

e. Exterior Aesthetic Standards for Community. A list of exterior aesthetic standards for our community includes:

Skirting to be installed and maintained around all mobile homes, additions, extensions and necessary structures.

The exterior of all extensions, additions and accessory structures to be similar in quality, color and style to the home on said lot.

16. Interior Appearance and Improvements

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

17. Landscaping

a. Landscaping by Owner/Operator: With regard to landscaping - such as plants, trees, or shrubs - that the owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the owner/operator shall be trimmed without the permission of the owner/operator. Such approval shall

not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

b. Landscaping by Residents: Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 18 below) and obtaining owner/operator's prior written approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

18. Digging

Before a resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with state "Dig-Safe" law. The number for Dig-Safe is **888-344-7233**. The owner/operator must be given notice of the appropriate Dig-Safe clearance numbers and clearance dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

19. Goods and Services

The resident may hire a 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 provisions of goods and services may pose risks to the health, safety, welfare or property of other residents, the owner/operator, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the owner/operators upon request.

20. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or the owner/operator, other

commercial vendors are prohibited from soliciting and peddling within the community.

21. Storage

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

22. Fire Safety

Because of the proximity of the homes in the community, the risk of fire damage to surrounding homes, and potential risks to those with pulmonary illnesses, residents are reminded that if they make interior improvements to the home involving equipment posing substantial fire risks - such as fireplaces, wood stoves, and other equipment involving open fires - they are responsible for ensuring compliance with all applicable governmental health, safety and other regulations on public health and fire safety, including those of the local fire department. This rule does not apply to equipment that is already part of the structure of the manufactured home and does not prohibit the use of charcoal or gas grills for cooking at the resident's home site. Residents shall carefully attend to any fire or hot coals in their outdoor grills, and obey all local ordinances regarding open fires.

23. Owner/Operator's Right of Entry

The owner/operator may enter onto a tenant's site in case of emergency that threatens the safety or property of the tenant or others. The owner/operator may also enter the site either to inspect the pad, utility connections, or the general condition of the site.

24. Residents' Conduct

a. Compliance With Applicable Laws and Community Rules: All Residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national, state or

local standards that are applicable to the community and/or the home. Residents will make sure that their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.

b. Privacy, Use and Quiet Enjoyment: Residents and their guests shall not interfere with the other residents' privacy, use and quiet enjoyment of their homes or home sites at any time.

c. Noise and Disturbances: Residents may not play any stereo, radio, or television or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes or home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 8:00 A.M., or during the time period specified in any applicable local bylaw or ordinance.

d. Interference with TV and Radio Reception: The community does not permit any short wave or CB equipment or similar device that interferes with other residents' privacy or their ability to receive television, radio or other transmissions.

e. Use of Firearms and Fireworks: Discharging of firearms, paint guns, or air guns is prohibited within the community area. The use of fireworks in the community is prohibited.

25. 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 disrupt the residential nature of the community and or the peace and quiet of the neighboring residents. Excessive parking, traffic, and noise may be examples of disruptions to the community's residential nature. In addition, visitors may not wash their vehicles or laundry.

26. Pets

All pets must be properly licensed by and immunized, if so required by the local municipality. All residents must disclose to the owner/operator, ownership of any pet that goes outside and said pet must have owners name and address on its collar. All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety or

property of other residents or their guests. Whenever a pet is outside your home, it must be reasonably restrained at all times, by either a leash or other reasonable restraint and not left unattended. The pet owner is responsible for cleaning up after his pet. If the pet owner violates this rule, the owner/operator may take whatever steps are permitted by law to have the pet removed from the community. **Due to insurance liability the following pets may not be brought into the community: Pit Bulls, German Shepherds, Doberman Pinchers, Rottweilers, Akitas, Boxers or mixed breed of said dogs or dogs with prior history of biting. No more than one outside pet will be permitted per home.**

Tenants shall not keep any farm type animals within the Park and under no circumstances shall there be cages, houses, or structures of any type for any animal on his or her lot or elsewhere within the Park.

If tenant owns a dog, tenant must supply to owner/operator current proof of liability insurance covering any personal injuries caused by their dog, as well as a proof of its renewals, if said insurance is available at reasonable rates.

Medically prescribed service animals are allowed as long as they are properly licensed and immunized.

27. Vehicles and Parking

a. 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 8600 pounds, and no more than two axles.

b. Guest Parking: In addition to parking in designated parking spaces on the home site, guests may park their vehicles: in the guest parking areas or on the street, as long as they do not interfere with the safe passage of emergency vehicles and other residents' rights to the use and quiet enjoyment of their homes and home sites.

c. Unregistered Vehicles: No unregistered, uninsured, or uninspected vehicles or vehicles that are in violation of local ordinances shall be permitted in the community for more than 7 days. Any such vehicles may be towed from the Park at Tenant's expense.

d. Other Vehicles: Boats, trailers, motor homes, and recreational vehicles, may be kept in the community

only if the owner/operator provides permission and there is available a separate storage area for such purposes.

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 the vehicle.

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 or 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 a 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 owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such reasonable period of time, the owner/operator may take steps to have the vehicle removed or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the road or driveway may be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's fault.

30. Sale or Transfer of Manufactured Home

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell or transfer ownership or occupancy of his or her home shall notify the owner/operator at least thirty (30) days before

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

31. Broker for Sales of Homes

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

32. For Sale Signs

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

33. Liens

For any overdue rent or other permissible tax, fee, or other properly disclosed charge, a community owner/operator may obtain a lien on the manufactured home and the contents of the home of the tenant who owes the debt. The owner may enforce such a lien by bringing a civil action under General Laws chapter 255, section 25A to have the property sold to satisfy the debt.

34. Open Fires Prohibited

Open fires or burning of leaves or trash within the confines of Birchwood Village is prohibited.

35. Tents

No tents or separate unattached screen rooms are permitted.

36. Clothes Reels

Clothes may be hung on Tenant's individual reels. No other mechanism shall be used for the hanging of clothes, such as pulley lines or clothes lines.

37. Replacement of Manufactured Home

If a tenant intends to replace his home with one of like dimensions, he or she shall obtain the approval of

the owner/operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements. Other than as set forth herein, a Tenant is not permitted to replace the manufactured home on the site at the commencement of the lease.

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

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

39. Complaints

All complaints must be addressed to the community management in writing and signed by the complainant, however, if you have an emergency, you can contact the owner/operator directly at the number provided in Rule 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

40. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. All rules and any change to the rules will be submitted to the Attorney General's Office and Department of Housing and Community Development. After the approval of the changes by the Attorney General's Office, copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date.

41. 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.

BIRCHWOOD VILLAGE MHP, LLC

George Pappas

by _____

George Pappas, Member (electronic signature)

Dated this 1st day of September, 2013.