

**MEADOWBROOK ACRES**  
**WRITTEN DISCLOSURES**  
*Effective 05/01/22*

The following Written Disclosures outlined below are a part of the Community Rules.

**COMMUNITY NAME AND ADDRESS:**

MEADOWBROOK ACRES  
Route 20  
Brimfield, MA 01010  
603-888-8950

Onsite Manager:     Phil Dion  
                              21 Riverview Circle  
                              Brimfield, MA 01010  
                              413-272-3287

**COMMUNITY OPERATORS NAME AND ADDRESS:**

MEADOWBROOK ACRES, LP  
7D Taggart Dr  
Nashua, NH 03060  
603-888-8950

**COMMON AREAS AND FACILITIES:**

The common areas of the community include the following:

1.     The roadways
2.     Common grassy areas
3.     Clubhouse
4.     Mailbox facilities
5.     Dumpster area

The following areas are not subject to common usage and their use is restricted:

1.     Any onsite administrative offices
2.     Well water pump sites including storage tank area
3.     Garage and maintenance operations field near clubhouse
4.     Storage barn at front of community

**RESTRICTIONS ON USE OF CERTAIN AREAS:**

Use of community roadways is restricted to licensed drivers, registered motor vehicles, bicycles and pedestrians and vendors with proof of adequate liability insurance.

Garage and maintenance operations field is restricted to maintenance personnel only and for safety and insurance reasons not considered a common area.

**THE SIZE AND LOCATION OF THE MANUFACTURED HOME SITE:**

1. Your home will be situated on your lot. The size and shape of each individual lot may vary. There are no specific surveyed lot lines delineating individual lots. Any lot line dispute arising between neighbors should be directed to the owner/operator.
2. You will have right of access over your neighbor's lawn to the side of your house for the purpose of home maintenance and/or utility access provided that your neighbor's lawn will be unchanged by such activity. Such access shall be reasonably given, and will be utilized so as not to interfere with your neighbor's quiet enjoyment of their lot.
3. Each lot shall have a paved driveway.
4. No resident shall place any item or put any plantings within five feet of another resident's home in order to prevent damage, allow passage and preserve the quiet enjoyment of all residents.

**THE "IMPORTANT NOTICE REQUIRED BY LAW" UNDER M.G.L. C.140, §32P:**

The "Important Notice Required by Law" is attached hereto and made a part hereof.

**COMMUNITY RULES:**

Community Rules are attached hereto and made a part hereof.

**TERM OF OCCUPANCY:**

The community operator offers a five (5) year lease. Residents may also choose to live in the community as a Tenant-At-Will (TAW).

**SITE RENTAL TERMS AND FEES:**

1. The monthly lot rent as of May 1, 2022 is \$470.00 and includes a \$12.00 Town Tax. Rent may be adjusted annually. Services covered by the lot rent include septic tank pumping and maintenance, real estate taxes, household rubbish removal, snow plowing and maintenance of common roadways and other common areas.
2. A late charge of \$25.00 will be assessed on rent over 30 days late.
3. A charge of \$20.00 will be added to all returned checks (insufficient funds, stopped payment, closed account, etc.)
4. If two (2) checks are returned in any 365 day period, only money orders or registered checks will be accepted in the future.
5. Please make all payments payable to Meadowbrook Acres, LP and mail to:

Meadowbrook Acres, LP  
7D Taggart Dr  
Nashua, NH 03060

6. Nondiscriminatory lot rent increases may be assessed annually related to increases in the ongoing operational and maintenance costs, utilities, taxes, insurance, etc. In the event of an increase, you will be notified at least sixty days in advance of said rate increase.
7. Also non-discriminatory rent increases may be levied at any time for capital improvements including but not limited to water distribution, sewage system, utility connections or installations, removal of oil tanks, and site work necessary to preserve the integrity of the community. These increases shall be calculated at the cost of such items amortized over the useful life of each item. These rental increases will be in addition to the above.

#### **UTILITIES:**

Electrical service is individually metered to each home site and resident is responsible for direct payment to the utility company. Residents may choose and are responsible for direct service and payment to their supplier. Telephone and cable television are directly available to individual homes and residents are responsible for their choice of these services and direct payments to these companies.

#### **HOMEOWNER'S INSURANCE:**

It has been determined that in most cases homeowners insurance, including liability coverage for your home and site is available for manufactured housing at reasonable rates and therefore is required. Upon request from the owner/operator, a resident may be required to provide management with a copy of their insurance binder. Pollution coverage is also recommended in case an oil tank leak or spill occurs, if said coverage is available at reasonable rates. If an oil tank leak or spill is found to be due to the negligence of the resident and not due to the negligence of the owner/operator, the owner/operator may seek reimbursement for incurred cost of any clean up and/or remediation.

#### **OTHER FEES AND CHARGES:**

1. Residents may be charged a fee for removal of any items or trash other than normal household trash by the usual trash disposal provider, if that service is available.
2. Vehicles that are leaking or dripping gas must be promptly repaired. If resident fails to take corrective action after properly being notified, resident may be liable for costs related to the repair of roadway if found to be due to the negligence of the resident and not due to the negligence of the owner/operator.
3. Unregistered, uninspected and inoperable vehicles and any vehicle parked in violation of any enforceable rule are not permitted and a towing fee may be charged after reasonable notice is given to the vehicle owner.
4. If a resident elects to hire the owner/operator to perform a service, charges for that service will be based on an agreed upon fee by both parties.
5. If a resident elects to replace his home with another home he must first notify and receive the owner/operator's written consent. Any costs incurred relative to the replacement of a home shall be the sole responsibility of the resident.

6. If a resident removes any improvements from the site during his tenancy or at the completion of his tenancy causing damage to the site, resident shall be responsible for repair.
7. Residents may be charged for work undertaken by management if, after failure of the resident to maintain the exterior of home or site and after providing resident with written notice of specified work to be performed and a reasonable time frame allowed, resident does not do the repairs. Such notice shall specify the amount that will be charged to resident. Charges will be fair and reasonable. See aesthetic standards for homes and sites in the Community Rules.
8. Residents may be charged a reasonable clean up fee for private social events/functions that take place on community common areas if the responsible resident does not clean up properly upon the completion of said event/function.
9. Residents may be charged for repairs to damage of common areas that are caused due to the negligence of the responsible resident and not due to the negligence of the owner/operator.
10. When a home is sold, mailbox keys must be transferred to the new owner. If keys are not transferred with the sale of a home, the new owner will be responsible for contacting the post office to obtain new keys.
11. Residents may be charged for fees incurred by owner/operator which are associated with the collection of past due rent, eviction, or lot/maintenance disputes. Fees include, but are not limited to, attorney fees, court fees and sheriff fees. If a resident prevails in any legal action, the resident may recover attorney fees and related expenses incurred.

**940 C.M.R. 10:00 REGULATIONS:**

You are hereby informed that the Attorney General has promulgated regulations with an enforcement date of September 23, 1996 relating to the conduct of manufactured housing communities. A copy of these regulations is available along with the Community Rules at all times.

*Harry Dumont* (electronic signature)  
Authorized Agent for Owner/Operator