

COMMUNITY RULES
OF
SUNSET ACRES

A Resident-Owned Community

Owned and operated by:
Sunset Acres Residents Association, Inc.

Table of Contents

IMPORTANT NOTICE REQUIRED BY LAW	1
Sunset Acres Residents Association, Inc. Contact Information.....	2
Sunset Acres Residents Association’s Property Manager’s Contact Information	2
REQUEST FOR INFORMATION	3
RETIREMENT COMMUNITY	4
1. Application for Residency	4
2. Registration	4
3. Residents’ Rights and Responsibilities under the Law	4
4. Rent	5
5. The Home Site	5
6. Occupancy	5
7. Common Areas	5
8. Utilities	5
9. Satellite Dishes	6
10. Maintenance of the Community Roadways, and Other Common Areas	6
11. Snow Removal	6
12. Water Use	7
13. Garbage and Rubbish Collection and Disposal	7
14. Aesthetic Standards for Exterior of the Home and Site	7
15. Interior Appearance and Improvements	8
16. Landscaping	8
17. Digging	9
18. Goods and Services	9
19. Soliciting	9
20. Storage	10
21. Fire Safety	10
22. Association’s Right of Entry	10
23. Residents’ Conduct	10
24. Non-Residential Activities	11

Approved by the Sunset Acres Residents Association, Inc. Members on 2/5/2021, rule 12 d change was approved by the membership on May 20, 2023, rule 14e & 30 changes requested by AG office May 2024 i

25.	Pets	11
26.	Vehicles and Parking	11
27.	Use of Community Roadways	12
28.	Repair of Vehicles	12
29.	Association Facilities	13
30.	Subleasing of Sites and Renting of Homes	13
31.	Sale or Transfer of Manufactured Home	13
32.	Broker for Sales of Homes	14
33.	For Sale Signs	14
34.	Liens	14
35.	Replacement of Manufactured Home	15
36.	Approval of Board of Directors and Enforcement of Community Rules	15
37.	Complaints	15
38.	Amendment of Rules	15
39.	Board of Directors and Committees	Error! Bookmark not defined.
40.	Severability	Error! Bookmark not defined.
	Approved	Error! Bookmark not defined.

Approved by the Sunset Acres Residents Association, Inc. Members on 2/5/2021, rule 12 d change was approved by the membership on May 20, 2023, rule 14e & 30 changes requested by AG office May 2024

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the Attorney General and the Director of Housing and Community Development and either a copy of the approvals thereof by the Attorney General and said director or a certificate signed by the owner stating that neither the Attorney General nor said director has taken any action with respect thereto within the period set forth in Paragraph (5) of Section 32L of Chapter 140. This notification must be furnished to you at least 30 days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given 15 days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six-month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any 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 residency by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than 50% of the residents residing in the manufactured housing community has certain rights under Section 32R of Chapter 140, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more

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1

than 50% of the residents residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the Consumer Protection Division of the Attorney General's Office.

These rules govern the homeowners'/residents' occupancy and use of the home site 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.

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. Where those entities are provided the right to approve under any of these rules, such approval shall not be unreasonably withheld or delayed.

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 Sunset Acres Residents Association, Inc.; 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

Sunset Acres Residents Association, Inc. Contact Information

Mailing Address 45 Washington Street Unit 117, Plainville, MA 02762
Community address sunsetacresresidents@gmail.com

Sunset Acres Residents Association's Property Manager's Contact Information

Name Bristol South, INC.
Address 814 Broadway, P.O. Box 77, Raynham, MA 02767
Phone Number (508)-823-2300
Emergency Phone Number (508) 823-2300 Ext. 2200

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REQUEST FOR INFORMATION

The undersigned, a resident in the manufactured housing community known as Sunset Acres and located at 45 Washington Street, Plainville, Massachusetts, 02762, desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on _____(date).

Resident(s) Name(s) _____

RETIREMENT COMMUNITY

Sunset Acres is a retirement community for residents 55 years of age or older. In order to qualify as a resident of this community, all residents must be 55 years of age or older at the time of application.

1. Application for Residency

- a.** Any person intending to establish residency in this community (the “applicant”) must first fill out an application in advance with the Property Manager. The approval process must be completed after the initial agreement is reached, but before the sale or transfer of the manufactured home is finalized. Resident applications shall be submitted to the Property Manager and shall be approved or denied by the Board of Directors. Approval of the applicant and members of the applicant’s household shall be based on whether 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 residency in question; and meets the Board of Directors approved Applicant Screening Policies and Procedures. The Board of Directors shall have 10 calendar days to consider each completed application. Approval of applications for residency shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each applicant.
- b.** All applicants must join the Sunset Acres Residents Association, Inc. (hereinafter “Association”) and intend to reside in the community.

2. Registration

Upon approval of the application for residency 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 remains 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 register for residency in accordance with the policies of the Board of Directors.

3. Residents’ Rights and Responsibilities under the Law

- a.** All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective residents, including, without limitation, any existing residents whose current residency 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 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 Property Manager’s office or in the area where the Community Rules are posted.

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4

- 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.

4. Rent

The due date for payment of rent is on the 1st day of the month, and if not received by the 5th day following, will 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 you from the community.

5. 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; and ancillary structures or areas, such as patio areas, decks, porches, or sheds. The number of personal motor vehicles shall not exceed the number allowed by existing driveway capacity. No new fences are allowed. Existing fencing and carports are allowed to remain, but all new and replacement carports must be approved by the Property Manager and conform to HUD regulations and be installed by a licensed HUD installer. New free-standing carports are not allowed.

6. 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.

7. 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.

8. 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. Oil tanks will be replaced by the Association when they become a danger to the property by natural means. This general Rule applies whether the tank is above or below ground. There is one exception to this general Rule: where the homeowner’s negligence has caused environmental concern or risk caused by the oil tank, the homeowner may be held directly responsible for removing or replacing it. 940 C.M.R. 10.03(2)(n).
- b. **Resident’s 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.

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- 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 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 not permitted and damage caused by the homeowner shall be the responsibility of the homeowner.
- g. **Disposal of Wastes:** The community's utilities and sewer 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, office, or common areas in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary products, diapers, flushable and non-flushable 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.
- h. **Winterization:** It is the responsibility of the homeowner to winterize the home to prevent any issues when not occupied for the winter months.

9. 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 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.

10. 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.

11. 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 should make efforts to put the snow in their own yards and not in community roadways.

12. 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, and water shall not be left running to protect against freezing.
- 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. Outside use of community water for any purpose shall be governed by the restrictions put in place from time to time by the Town of Plainville. Such restrictions are available in writing from the Board of Directors, and/or from the Town of Plainville website (<https://www.plainville.ma.us/>). Hand-held watering only.
- d. Use of Sunset Acres' well water, accessible adjacent to the building known as "the old office", is restricted to use by Sunset Acres Residents only. This could include filling containers for power washing and watering, in addition to washing their vehicles in the designated area near the well. Power washing of homes should be done in accordance with the Town of Plainville water restrictions.

13. Garbage and Rubbish Collection and Disposal

- a. The Association shall be responsible for the final removal of residents' ordinary household garbage and rubbish according to a schedule provided to residents in writing, and subject to change from time to time according to the terms of the removal contract in force at the time.
- b. All residents shall store garbage and trash in containers provided for that purpose by the Association's contractor.
- c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters. Yearly Passes may be purchased from the Board of Health for disposal of large items. (<https://www.plainville.ma.us/trash-and-recycling/pages/plainville-recycling-compost-center>)
- d. Residents shall comply with any rules imposed by the Association's disposal contractor.
- e. Resident yard waste and dead brush, whether generated by the homeowner or the homeowner's contractor, may be disposed of in the areas designated by the Board of Directors. Disposal of waste generated from anywhere other than Association property is prohibited.
- f. Residents may not dump trash on common areas.

14. 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, existing fences, 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. Lawns and shrubs should be kept mowed and trimmed to prevent them from appearing overgrown. All residents are prohibited from

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7

keeping or storing any items or equipment on their site that pose a hazard to their own or other residents' health and safety.

- 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 will 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 will 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 3.
- 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, fences, enclosures, or other outside structures. Such external structural modifications, such as leveling of the home, may be made only with the prior written approval of the Property Manager, 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 resident may not begin the work until he or she has submitted to the Property Manager reasonable proof of such approval by the local building inspector. The Property Manager 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:** Exterior aesthetic standards for our community include: Homes must be skirted with materials that mimic brick, block or poured concrete foundations, or are in harmony with the exterior materials of the home; evidence of prior portability (hitches, wheels, running lights, etc.) must be removed or covered; exterior lighting (with the exception of motion-detected security lighting) must be aimed and be of a power that will not interfere with the comfort or privacy of neighbors.

15. Interior Appearance and Improvements

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.

16. Landscaping

- a. **Landscaping by the 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

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8

may not remove or substantially change the appearance of such landscaping without the prior written approval of the Property Manager. In addition, no trees planted by the Association shall be trimmed without the permission of the Property Manager. 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 17 below) and obtaining the Property Manager'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. Planting of trees by residents requires Board approval.

17. 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 Property Manager 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 in compliance with federal, state and local laws and if required, must be completed by licensed individuals. Such persons must be covered by reasonable insurance prior to commencement of excavation. Reasonable insurance is defined in 940 C.M.R. 10.01 and means an amount and type of insurance coverage that is reasonably related to the nature, scale and risk of potential loss, and does not exceed the prevailing average amount or type of coverage that is customarily required of suppliers of the particular good or services in the area. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

18. 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 reasonable insurance, as defined above and in the statute, in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the Property Manager upon request.

19. 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.

20. 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. 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. Temporary storage units/dumpsters may be used, with a two-week time limit, and must be in the driveway on wood footings to protect driveway (cannot be on the lawn at any time).

21. 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. Residents are prohibited from burning rubbish, yard waste, or anything else by means of an open fire. Residents are required to obtain a permit from the Plainville Fire Department before installing new, or using existing, so-called “fire pits.” Residents must provide a copy of the permit to the Property Manager.

22. 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 purchasing the home; however, in such cases, the Property Manager must provide reasonable advance notice before entering onto the site. The Property Manager will not enter a manufactured home unless the resident has provided prior consent in writing on a separate document addressing only the issue of consent.

23. 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 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.

24. 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.

25. Pets

All pets must be properly licensed and immunized, as required by the Town of Plainville. All residents must disclose to the Property Manager the presence 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, either within Sunset Acres or any prior residence. Whenever a pet (dog or cat) is outside your home, it must be restrained at all times, by either a leash or other reasonable restraint. Residents are permitted to walk their pets in common areas. Pets are not allowed on other residents' sites without permission of the homeowner.

The pet owner is responsible for cleaning up after his/her pet. The pet owner indemnifies the Association from any cause of action, claim or damage resulting from the actions of his/her pet.

If the pet owner violates these rules, the Association may take whatever steps are permitted by law to have the pet removed from the community.

26. Vehicles and Parking

- a. **Personal Motor Vehicles Per Site:** The number of personal motor vehicles shall not exceed the number allowed by existing driveway capacity. 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. **Parking:** Parking on the lawn is prohibited. Street parking during snow emergency is prohibited. Overnight parking on streets, whether by residents or their guests, is prohibited at all times of year.
- c. **Guest Parking:** In addition to parking in designated parking spaces on the home site, guests may park their vehicles 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.
- d. **Unregistered Vehicles:** No permanently unregistered vehicles shall be permitted in the community.
- e. **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 the Association provides a storage area for such purposes. Rental fee(s) per stored vehicle shall be disclosed to residents at the time occupancy commences. Said fee(s) may be changed from time to time, and any said change shall be communicated to all residents at least 30 days before any change goes into effect. Residents permitted storage of their vehicle(s) in such area as provided by the Association must provide proof of liability and property damage insurance for said vehicle(s) and sign a rental contract for a term of no more than one year, holding the Association harmless for such permitted storage.
- f. **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.

27. 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 the posted speed limit of 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.

28. 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 no risk of a fluid leak.
- b. **Fluid Leaks:** Vehicles that are leaking fluids 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 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 driveway may be liable for costs related to repair of the driveway or roadway if such costs are the result of the resident's action or inaction.

29. Association Facilities

- a. **Health and Safety Regulations:** Anyone using the Association facilities, or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such facility. 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 office or other common area facility at no charge, subject to the availability of the facility. Meeting schedules will be posted at the office by the Secretary. Residents using any common area must remove any trash they accumulate, and leave the common area in the same condition as found.

30. Subleasing of Sites and Renting of Homes

This is a Resident-Owned Community where ownership of the home is of paramount importance. All proposed sublessees must submit applications for residency, described previously in Rule 1. All proposed sublessees will be approved as long as they provide the Property Manager with reasonable evidence that they have the financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement in Rule 2. Even after the Property Manager approves a subleasing arrangement, the original residents continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules. Subleases are limited to no more than two years. Approval of subleasing should not be unreasonably withheld.

31. 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 Property Manager at least 30 days before the intended sale or transfer. Potential buyers and transferees are required to submit residency applications governed by Rule 1. This approval process must be completed after the initial agreement is reached but before the sale, lease or transfer is finalized.

The Association has 10 calendar days to consider applications, which are deemed to be approved if, after 10 calendar days, the Property Manager has not rejected the application and given the reasons for that rejection, in compliance with Rule 1.

a. For the sale of a manufactured home by the homeowner:

- i. The homeowner's notice of sale to the Property Manager will contain the broker's name, telephone number, and address;
- ii. A duly signed Purchase and Sales Agreement will be provided to the Property Manager;
- iii. The Property Manager will conduct an inspection of the lot to assess any repairs needed to the home site and the seller will be informed of any damage for which the seller is responsible.

b. For removal of homes:

- i. All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full;

- ii. A copy of the local permit to remove must be given to the Property Manager prior to removal;
 - iii. 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, or the utilities to the point of connection, caused by the negligent act or omission or willful misconduct of the homeowner, must be promptly repaired and any holes in the ground must be filled in by the homeowner so that the site is rendered in a clean and safe condition.
 - iv. The homeowner must provide the Property Manager with a copy of proof of reasonable 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 must approve all new and used homes prior to delivery, in accordance with applicable laws. Such approval shall not 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 must first be approved by the regulating authority for compliance with state and local code requirements;
 - iv. The home and all associated installation work must meet all HUD, state and local building and health code requirements;
 - v. The homeowner must 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.

32. Broker for Sales of Homes

Homeowners who sell their homes may sell their homes directly, or use any broker of their choosing. In addition, homeowners may, if they wish, contract to have the Property Manager act as their broker. Under those circumstances, homeowners should enter into and sign a separate written agreement naming the Property Manager as their broker and specifying a broker's fee of no more than 10% of the sale price of the home.

33. For Sale Signs

Homeowners may place a sign on their site which advertises their home as "for sale". Homeowners using outdoor signs must comply with Rule 17 on digging. In addition, the signs used must be of a type available commercially, and consistent with Rule 14 on aesthetic standards for the exterior of the home and site.

34. 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 homeowner 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.

35. Replacement of Manufactured Home

If a homeowner intends to replace his or her home, he or she shall obtain the approval of the Association 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.

36. Approval of Board of Directors and Enforcement of Community Rules

In any matter which requires the approval of the Association, Board of Directors, or Property Manager, such approval may 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.

37. Complaints

All complaints should be handled in accordance with the Board of Directors approved Association Community Rules Oversight Policy. All complaints should be submitted to the Property Manager. It is preferred that complaints be in writing and signed; however, if you have an emergency or have concerns about placing your complaint in writing, you can contact the Property Manager by phone. Residents should not contact individual Officers or Directors with complaints, but instead contact the Property Manager. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

38. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the guidelines of the Association Bylaws and M.G.L. c. 140, § 32L. At least 75 days before the effective date of any new rules or changes to existing rules, the Property Manager will both conspicuously post in common areas, and provide the residents with a copy of all the Community Rules and any changes to the Community Rules. The Property Manager will 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 will 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.

39. Board of Directors and Committees

Any resident interested in being a member of the Board of Directors or a Committee must be a member in good standing of the Association.

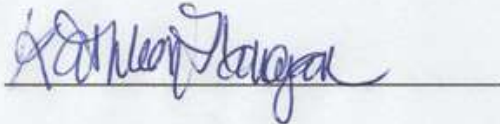
40. Severability

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.

Sunset Acres Residents Association, Inc. Community Rules, Total 16 Pages

Approved on May 20, 2023 by the Membership.

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



Approved by the Sunset Acres Residents Association, Inc. Members on 2/5/2021, rule 12 d change was approved by the membership on May 20, 2023

16

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Approved by the Sunset Acres Residents Association, Inc. Members on 2/5/2021, rule 12 d change was approved by the membership on May 20, 2023, rule 14e & 30 changes requested by AG office May 2024

16

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