

Halifax Mobile Home Estates Association, Inc.

**RULES
AND
REGULATIONS**

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 Halifax Mobile Home Estates 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 regulation to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you with 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

Contact Information:

Halifax Mobile Home Estates Association, Inc.
50 Sycamore Drive
Halifax, MA 02338
781-293-9015

Emergency contact information:

Bristol South Management:
Raynham, MA 02767
Days: (508) 823-2300 ext.2102
Evenings: (508) 823-2300 ext. 8

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 and said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. 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 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 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 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 tenancy 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 thirty-two R of chapter one hundred and forty 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 than fifty percent 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.

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as Halifax Mobile Home Estates Association, Inc. and located at 50 Sycamore Drive, Halifax, Massachusetts 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).

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 the residents and the corporation; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

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1. RETIREMENT COMMUNITY

Halifax Mobile Home Estates Association, Inc. is a retirement community for residents age 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.

2. APPLICATION FOR TENANCY

Any person intending to establish tenancy in this Community (the “applicant”) must first fill out an application with the Board of Directors/Property Manager. All applicants must join Halifax Mobile Home Estates Association, inc. and intend to reside in the community. The approved process must be completed before the sale or transfer of the manufactured home (“Home”) is finalized. The Board of Directors/Property Manager shall consent to entrance if the applicant and the members of his or her household meet the currently enforceable rules and regulations of the community, provide reasonable evidence of financial ability to pay the rent and other costs associated with the tenancy in question, and meet Board of Directors approved applicant-screening Policies and Procedures. The Board of Directors/Property Manager shall have 10 calendar days to consider each completed application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules and Regulations will be provided to each prospective applicant.

3. REGISTRATION

Upon approval of the Application for Tenancy in the Community, all approved applicants to the Community must register with the Board of Directors/Property Manager. This registration requirement applies to all persons who intend to reside in the Community, with the exception of guests who remain less than ninety (90) days in any twelve (12) month period. Guests who remain in the Community ninety (90) or more days in a twelve (12) month period must apply for tenancy in accordance with the policies of the Board of Directors. Guests under the age of 55 may not stay longer than thirty (30) days without prior Board of Directors approval.

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 resident, including, without limitation, any existing resident whose current tenancy is being amended, renewed, extended, and approved sub-residents.

b. These terms and conditions of occupancy are contained in the Massachusetts Disclosure Requirements Form (“Written Disclosures”) and shall include the community rules along with the following:

I. the amount of the rent.

- II. an itemized list of any usual charges or fees.
- III. the proposed term(s) of occupancy; and
- IV. a description of any restrictions on use of all common areas,

In addition, the Corporation shall make available for residents' 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 and Regulations are posted.

- c. Such written disclosures and Community Rules and Regulations shall be signed and delivered by the Corporation through its Board of Directors/Property Manager 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 Regulations and the written disclosures.

5. RENT

The due date for payment of rent is on the 1st day of each month. Fees will be imposed for either late payments (30 days after the due date) or for checks returned for insufficient funds. Failure to pay rent and other charges as provided by law may be grounds for eviction.

The lot rent includes basic cable television service provided by a master agreement with Comcast, which may vary yearly in the substance and cost of the service provided. The corporation has no control over the quality, quantity, or dependability of the services provided by Comcast.

6. THE HOME SITE

A rented site shall be used primarily as the site for the Home (used primarily as a residence), No more than two (2) personal motor vehicles and ancillary structures or areas, (such as patio areas, decks, porches, or sheds).

7. OCCUPANCY

In every Home there shall be no more than 2 occupants per bedroom, unless a higher or lower number is permissible according to the standards of the United States Department of Housing and Urban Development (HUD) or other applicable local, state, or federal law.

8. COMMON AREAS

The common areas of the community include the roadways and every area in the community, except the Home sites and those areas restricted from residents' use (i.e., office and garage) as disclosed in the Written Disclosures.

9. UTILITIES

a. Corporation Responsibility

The Corporation shall provide, and maintain systems for providing water, sewage, and electricity up to the point of connection to the home in accordance with applicable laws.

These systems shall not be tampered with or altered in any way by residents or guests. Damage incurred due to abuse and/or unauthorized access may subject the resident to being billed for the cost of repair.

The Corporation is responsible to repair/replace oil tanks up to the connection to the home unless damage is caused by the homeowner's abuse or neglect.

b. Residents Responsibility

Residents are responsible for paying for the maintenance and repair of utilities and all mechanical changes/repairs from the point of connection to the inside of the Home.

Residents shall not remove septic covers for any reason. If a resident suspects that the tank requires servicing, they are required to call the Property Manager.

c. Only Approved Water, Sewerage and Electrical Hookups Are Allowed

All water, sewerage, and electrical hookups to the point of connection with the Home are installed and maintained by licensed and insured plumbers and electricians respectfully and inspected by the proper authorities at installation prior to use. Therefore, water, sewerage and electrical hookups shall not be tampered with or altered by residents or guests in any way whatsoever.

d. 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 Corporation that he or she has obtained proper permits and complied with all applicable electrical or other safety codes.

e. Tampering with Utilities

Tampering with meter boxes, oil tanks, and utility services is not permitted. Only authorized park employees or contracted park contractors may access meter boxes and utility services. Damage incurred as a result of abuse and/or unauthorized and negligent access by a resident and/or their agent may subject the resident to being billed for the costs of repairs.

f. Electrical Wiring

The Corporation shall provide electricity to the point of connection at the Home in accordance with the applicable laws, codes and professional standards. The Corporation shall maintain such connection in good repair and operating condition without charge to the resident, except as to damage caused by the negligent act or omission or willful misconduct of a resident. Electrical wiring from the point of connection into the Home is the responsibility of the resident.

g. Heat Tapes/Water Pipes

Heat tape installation, after point of connection, is highly recommended to aid in preventing freezing of water pipes. If the water piping or valves, inside the home freezes, leaks and/or bursts, the resident is free to hire their own plumber. Repairs to damaged or leaking piping must be made promptly to avoid excessive usage and added costs to the park. If the resident fails to make prompt repairs, the Property Manager will give written notice to the resident (unless the situation is an emergency). If the resident does not comply with the Property Manager's request, the Property Manager is required to hire a plumber to repair the problem and the resident will be billed. The charges are due upon completion of the work.

h. Winterization

Those Homes not occupied in the winter must be winterized and the water services shut off in the ground at the resident's expense.

i. Septic Systems

The Corporation is responsible for ensuring maintenance, inspection and service of the septic system and pumping, as needed, in a timely fashion. Residents shall not remove septic covers for any reason whatsoever. If a resident suspects that a septic tank requires servicing for any reason, they are to contact the Property Manager.

10. SATELLITE DISHES

No larger than that allowed by current F.C.C. regulations (up to 39 inches in diameter, as of August 2000), may be installed as long as they obtain prior written approval of the Board of Directors/Property Manager, which approval shall not be unreasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with respect for the safety and view of neighbors.

11. MAINTENANCE OF THE COMMUNITY ROADWAYS AND OTHER COMMON AREAS

The Corporation 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 Corporation 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 Corporation 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.

13. WATER USE

- a. Residents are encouraged to be aware of water conservation. They should make every effort not to leave any faucets or toilets running, leaking or dripping, water shall not be left running to protect against freezing.
- b. Excessive use of water is not acceptable. Sprinkler systems are prohibited.

14. GARBAGE AND RUBBISH COLLECTION AND DISPOSAL

The Corporation shall be responsible for the final removal of residents' ordinary household garbage and rubbish. The Corporation has contracted with a private rubbish collection company, which picks up the rubbish curbside each week. Check with management for collection days.

- a. All residents shall store trash/garbage in bags or containers that are leak-proof and securely fastened.
- b. It is the resident's responsibility to dispose of larger items that require special treatment, such as appliances, furniture and hot water heaters.
- c. No trash of any kind may be left on the common areas.

15. EXTERIOR AESTHETIC STANDARDS

The exterior of all extensions, additions and accessory structures are to be similar in quality, color, and style to the Home.

a. Skirting

Skirting is to be installed and maintained around all Homes, additions, extensions, in such a manner that the area directly beneath the Home is not visible.

b. Fences

Fences are not permitted. Fencing installed without the prior consent of the Board of Directors will be subject to removal at the resident's expense. This rule will be imposed prospectively and not retroactively.

c. Carports

Residents are permitted to have only one carport (one-vehicle or two-vehicle), which must be erected at least 2 feet from the roadway. A request must be submitted on an HMHEA form (showing where the structure will be placed), along with all proper permits, and approved by the Board of Directors.

Solid sides/siding are not allowed. Lattice panels are allowed. Existing structures are grandfathered.

d. Garages

Residents are prohibited from building a garage of any kind on the property. This rule will be imposed prospectively and not retroactively.

e. Laundry

Outdoor drying of laundry is permitted on free-standing clothes reels or posts in residents' back yard with Board approval. Clothes lines strung from tree-to-tree or home-to-home are prohibited.

f. Sheds

Each lot shall be limited to a single shed with dimensions no greater than 10' x 12' x 11' high. Residents shall maintain the shed in good order.

Prior to installation of any shed, a plan to scale and/or a picture of the shed and where it will be placed. The board of directors must approve in writing prior to installation, such approval shall not be permitted to any resident.

Any resident that currently has 2 sheds may maintain the sheds for the useful life of the shed(s). However, once either of the sheds are in disrepair and no longer useful, the resident may only replace one shed. The second shed shall be removed, it must be removed, and no replacement may be installed. A second shed will not be permitted to any resident.

Residents are responsible for the shed(s) on their said lot.

Residents shall maintain the shed(s) in good order.

- g. Residents must keep their lots clean of leaves, branches and discarded items. The Property Manager will be checking all lots for violations. If there is a violation, the resident will be notified in writing specifying the repair necessary and the cost to the resident, if it is not remedied within 10 days. Any wording regarding curb-side pickup of leaves and /or lawn debris has been removed intentionally.

16. INTERIOR APPEARANCE AND IMPROVEMENTS

Residents shall be responsible for the interior's 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 the Corporation

Regarding landscaping such as plants, trees or shrubs that the Corporation has done at the home sites or in the common areas, residents may not remove or substantially change the appearance of such landscaping without the prior written approval of the Board of Directors/Property Manager. Also, no trees planted by the Corporation shall be trimmed without the permission of the Board of Directors/Property Manager. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening or engaging in regular maintenance of their lawns, shrubbery, and other plantings on their home site.

b. Landscaping by the 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) and obtaining the Board of Directors/Property Manager 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 their site, they must notify “Dig Safe” and comply with state “Dig Safe” law. The number for Dig Safe is 888-DIG-SAFE (888-344-7233) or you may visit Dig Safe online at www.digsafe.com. The Board of Directors/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 by persons licensed to do such work and such persons must provide the Corporation evidence of suitable liability and workers compensation insurance prior to commencement of excavation. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery.

19. GOODS AND SERVICES

The residents may hire any vendor, supplier, or contractor of their choice to provide goods and services for the Home/site. For those whose provision may pose risks to the health, safety, or property of other residents or the Corporation, the resident can hire that vendor only if, before goods or services are provided, the vendor submits to the resident reasonable evidence that they have reasonable insurance (including workers compensation insurance) in an amount reasonably related to the size of the risk(s), and such evidence shall be provided to the Board of Directors/Property Manager upon request.

20. SOLICITING

Except for such suppliers engaged or about to be engaged by residents and/or the Board of Directors/Property Manager, other commercial vendors, residents and non-residents are prohibited from soliciting and peddling within the Community.

21. STORAGE

Residents are not allowed to 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, 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.

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 Town of Halifax Fire Department. Residents are required to provide the Board of Directors/Property Manager with a copy of applicable permits prior to installation and usage. This rule does not apply to equipment that is already part of the structure of the Home and does not prohibit the user 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.

Covered propane-fueled fire pits are the only type allowed in this Community.

For the protection of all homes in this Community against fire, the Corporation has the right and responsibility to report to the appropriate Town of Halifax agencies of any excess rubbish stored on porches.

23. CORPORATION/PROPERTY MANAGER RIGHT OF ENTRY

The Corporation and/or Property Manager shall not interfere unreasonably with the residents' right to use and enjoyment of the Home or Home site. The Corporation, through its Board of Directors/Property Manager may enter onto a resident's site in case of an emergency that threatens the safety or property of the tenant or others. The Board of Directors/Property Manager may also enter onto a resident's site to either inspect the pad, utility connections, and the general condition of the site. However, in such cases, Board of Directors/Property Manager must provide reasonable advance notice before entering onto the site. The Board of Directors/Property Manager will not enter a Home unless the resident has provided prior consent in writing on a separate document addressing only the issue of consent. Such consent may be revoked at any time without penalty or consequence to the resident.

24. RESIDENTS' CONDUCT

a. Compliance with Applicable Laws and Community Rules

All residents shall abide by all enforceable Community Rules and Regulations. These include any fire, health, safety and sanitary laws, and all other relevant national, state and Town of Halifax standards that are applicable to the Community and/or the Home.

Residents will make sure that visiting children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable Community Rules and Regulations. Children may only play in safe areas, not in the streets. Children may not enter upon the lot of another Homeowner uninvited.

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 Town of Halifax bylaw or ordinance. Motorcycles and/or vehicles with excessively loud exhausts or audio systems shall take into consideration other residents right to peace and quiet. Unnecessary revving shall be avoided.

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, and use of fireworks is prohibited within the Community.

f. Trampoline rule has been deleted.

g. Yard Sales

Yard sales are not permitted within the Community, except with the prior written permission of the Board of Directors. Permission will not be unreasonably withheld or delayed. Anything not sold must be removed from the yard at the end of the day.

h. Substantial Violation of Rules

Where violation of these rules by a resident endangers the health or safety of other residents of the Community, their guests or the Corporation, unreasonably interferes with the quiet enjoyment by other residents of their Homes, Home sites or the common areas or facilities, or damages or poses a substantial risk of danger to the property, such violations may be considered as "Substantial Violations" and may constitute grounds for eviction of the offending resident.

i. Illegal Drugs

The use or possession of illegal drugs on Community property may constitute a substantial violation of these Rules and Regulations and may be grounds for eviction of

the offending resident. The use of illegal drugs, which result in the interference with the quiet use and enjoyment of residents and/or creates a health or safety hazard for residents of the Community, may be grounds for eviction of the offending resident.

The Corporation reserves the right to restrict the cultivation of marijuana within Community boundaries (M.G.L. 94G §7(2)).

The consumption of alcoholic beverages in common areas is prohibited.

The smoking of marijuana is prohibited on Community property, with the exception of the confines of the residence.

25. NON-RESIDENTIAL ACTIVITIES

Non-residential activities are permissible in the Home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the Community. Excessive parking, traffic and noise may be examples of such substantial disruptions of the Community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule.

26. PETS

Subject to the provisions of 940CMR 10.04(10), the Corporation may reasonably restrict pets that go outside of the Home.

There shall not be any structures of any type for any animal on the home sites. This rule will apply prospectively only.

Pets will not be allowed to disturb the health, safety rights or quiet enjoyment of other residents (e. g. excessive barking). The pet owner is responsible for cleaning up after their pet. All waste must be bagged and disposed of promptly and properly.

The pet owner indemnifies the Corporation from any cause of action, claim or damage resulting from the actions of his/her pet when any such claim, injury or loss is due to the fault, negligence, or misconduct of the pet owner. If the resident is in violation of this rule, the Board of Directors may take whatever steps are permitted by law to have the animal removed.

27. VEHICLES AND PARKING

a. Two Personal Motor Vehicles Per Site

Residents may park up to 2 personal motor vehicles in their driveway unless the driveway is 3 vehicles wide. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8600 pounds, with 2 or more axles. Resident's must request written permission from the Board of Directors/Property Manager for the creation of 1 additional parking space on their home site. Motorcycles shall fit in the driveway or into the resident's shed, not parked on the Community roadways. Parking on grass areas is strictly prohibited.

b. Guest Parking

Guests may park in designated parking spaces on the home site. Guests may also park on the street, as long as they do not interfere with the safe passage of emergency vehicles, mailboxes or other residents' rights to the use and quiet enjoyment of their Homes. Overnight street parking is not allowed from November 1st through April 30th (or during a snow event); thus guests may use the side parking lot at Henrich Hall.

c. Unregistered Vehicles

No permanently unregistered vehicles or vehicles in obvious disrepair or in violation of Town of Halifax ordinances shall be permitted in the Community. The Corporation recognizes there may be occasions when it may be necessary to temporarily keep an unregistered vehicle on the home site. If a resident needs to temporarily keep an unregistered vehicle on the home site, the resident should contact the Property Manager. Authorization to temporarily keep a vehicle on a home site will not be unreasonable denied or withheld. However, residents should check Town of Halifax ordinances, which prohibit storage of unregistered vehicles. Permanently unregistered vehicles will be towed at resident's expense, after resident notification.

Parking of unregistered/uninsured vehicles or boats on the property is prohibited. Motor campers, trailers, boats with motors other than pickup truck campers must be parked in the area designated for this purpose. These vehicles must be owned by residents only.

d. Violations and Towing

Any vehicle parked in violation of any enforceable rule shall, after reasonable notice to the vehicle owner and the appropriate Town of Halifax 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. The posted speed limit shall not exceed 20 miles per hour.

b. Interference With Residents' Right to Use and Quiet Enjoyment

Residents and their guests shall obey all road signs, signals and posted speed limits 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 no such risk of a petroleum product leak.

b. Oil or Gas Leaks

Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the Corporation 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 the resident fails to take corrective action within such a reasonable period of time, the Board of Directors/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 road or driveway may be liable for costs related to repair of the roadway or driveway.

c. Hazardous Material Spills or Leaks

It is the resident's responsibility to see that all hazardous materials supplied by the resident are properly stored, contained, and not spilled or otherwise released on or into the ground, water or environment. In the event there is a release of any hazardous material, so long as it is not due to the negligence, fault, misconduct or omission of the Corporation, and said release is due to the action or inaction, negligence, fault or misconduct of either resident, resident's guests or invitees, it shall be the resident's responsibility to properly and immediately clean up and properly dispose of any hazardous materials and/or spoiled materials in accordance with applicable federal and state regulations. The Corporation shall be notified of such an event without delay.

After written notice from the Corporation, if the resident fails to promptly take corrective action to clean up any hazardous waste release, the Corporation may take steps to cause said release and damage related to such release to be cleaned and may seek to recover the cost of cleanup or seek other relief for such conduct. Any resident who fails to comply with this rule and whose failure causes damage to the home site, Community and/or the property of others, may be liable for costs related to the cleanup and remediation of the home site, if such costs are the result of the resident's fault.

30. CLUBHOUSE AND RECREATIONAL FACILITIES

Anyone using the clubhouse, recreational facilities or other common areas shall abide by any applicable health and safety regulations and any reasonable rules for use of such clubhouse, recreational facility, or other common area. Rules for such areas shall be posted and/or made available to all residents and their guests in conspicuous-related areas. Such rules shall be reasonable and in accordance with applicable law and, where necessary, are subject to the same review provisions as that for the Community Rules and Regulations.

31. SUBLEASING OF SITES AND RENTING OF HOMES

This is a Resident-Owned Community where ownership of the home is of paramount importance. Thus, subleasing of sites is not allowed, except in cases of hardship as defined in the Bylaws of this community and applied by the Board of Directors. All proposed subtenants must submit applications for residency described previously in Rule 2. All proposed subtenants will be approved as long as they provide the Board of Directors/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 and Regulations, including the registration requirement in Rule 3. Even after the Board of Directors/Property Manager approve a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the Community, and compliance of the Community Rules and Regulations.

32. SALE OR TRANSFER OF HOMES

Any Homeowner wishing to sell or transfer ownership or occupancy of his or her Home shall notify the Corporation at least thirty (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 Purchase and Sales Agreement is reached, but before the sale or transfer is finalized. The Corporation has ten (10) calendar days to review applications, which are deemed to be approved if, after ten (10) calendar days the Corporation has not rejected the application and given the reasons for that rejection in compliance with Rule 1.

a. For Sale of Homes

- I. The letter will contain the broker's name, address and telephone number.
- II. The asking price and the name(s), address and telephone number of any party having signed a Purchase and Sales Agreement.
- III. The Corporation will conduct an inspection of the lot to assess any damage to the home site. The seller and buyer will be informed of any damage for which the homeowner 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 Board of Directors/Property Manager prior to removal.
- III. After removal, the lot is to be cleaned of any trash, debris, and hazards (i.e., stairs falling apart, outbuildings in disrepair, broken glass). Any damage done to landscaping, utilities or driveways must be promptly repaired and any holes in the ground must be filled in so that the site is rendered in a clean and safe condition.
- IV. The homeowner must provide the Board of Directors/Property Manager with a copy of proof of insurance and license for all contractors and sub-contractors prior to the commencement of any removal.

c. For Homes to be Moved In

- I. The Board of Directors/Property Manager requires written approval of all new and used homes prior to delivery. Such approval not to be unreasonably withheld.
- II. The Board of Directors/Property Manager reserves the right to inspect and view any used home before moving into the Community to confirm 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 state and local building and health code requirements.
- V. The homeowner must provide the Corporation 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 the commencement of on-site work.

33. BROKER FOR SALE OF HOMES

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

34. SIGNAGE

Only outdoor signage that is no larger than 18"x24" and on either a single or double stake will be allowed.

Residents may place signs in their home windows. Political signs may be put out 60 days before the election and must be removed 7 days after the election.

35. LIENS

For any overdue rent or other permissible tax, fee or other property disclosed charge, the Corporation may obtain a lien on the Home and the contents of the Home of the resident who owes the debt. The Corporation 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.

36. REPLACEMENT OF HOME

If a resident intends to replace their Home with one of similar dimensions, he or she shall obtain the approval of the Board of Directors 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 (HUD), state and Town of Halifax requirements. In addition, any workers hired to install the Home must satisfy all applicable federal (HUD), state and Town of Halifax laws, such as any applicable licensing, insurance and bonding requirements.

The Home resident(s) shall be responsible to contract a HUD certified installer for the proper placement, blocking and anchoring of the new Home and the proper installation of all water, sewer, and electrical connections in accordance with applicable federal (HUD), state and Town of Halifax building codes and/or instructions from the Board of Directors.

Before any Home shall enter the Community, the Board of Directors must approve, in writing, the size, style, skirting and type of said Home.

No replacements, additions of accessories, protrusions from the original outside surface of the Home, appurtenances, buildings, fences, enclosures, additions or modifications of the home structures of any kind will be allowed unless plans for the same are provided to the Board of Directors no less than thirty (30) days in advance and thereafter approved in writing by the Board of Directors.

Once the Home is situated on the site, no physical additions may be made to the Home without prior written approval in writing by the Board of Directors.

37. APPROVAL AND ENFORCEMENT OF COMMUNITY RULES

In any matter which requires the approval of the Corporation, such approval may be reasonably based on the aesthetics of the Community and/or on the interests of either protecting the health, safety, welfare or property of other Community residents, the Corporation, or the Community property and/or complying with standards set forth in enforceable Community Rules and Regulations and applicable law. The Corporation shall

apply and enforce the Rules and Regulations 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 (10) business days, unless another time is provided in an enforceable rule or applicable law.

38. COMPLAINTS

All complaints must be submitted on the approved Complaint Form. The Complaint Form must be filled out, including a legible signature and printed name and address or the complaint will not be addressed. If you have an emergency complaint, you may contact the Property Manager. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

39. AMENDMENT OF RULES

These Rules and Regulations are subject to addition, amendment, alteration or deletion from time-to-time, within the discretion of the Corporation. At least seventy-five (75) days before the effective date of any new rule(s) or changes to an existing rule(s), a copy will be posted at the office. All Rules and Regulations and any changes to the Rules and Regulations must be submitted for approval to the Commonwealth of Massachusetts Office of the Attorney General and the Department of Housing and Community Development (DHCD) at least sixty (60) days prior to the proposed effective date. Copies of such Rules and Regulations or changes to the Rules and Regulations shall be provided to all residents at least thirty (30) days prior to their effective date.

40. SEVERABILITY

If any provision of these Rules and Regulations is held to be invalid either on its face or as applied to residents, such a determination shall not affect the remaining Rules and Regulations.

41. BOARD OF DIRECTORS AND COMMITTEES

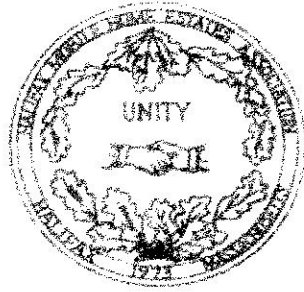
Any resident interested in participating on the Board of Directors or a Committee must be a member in good standing.

Halifax Mobile Home Estates Association, Inc.

Total 23 Pages – Approved on 08/27/2022 by the Membership.

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

Rosee Uttal-Duffey August 27, 2021
Secretary



Halifax Mobile Home Estates Association, Inc.

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ARTICLE 1

Corporate Information

The name of this Corporation shall be Halifax Mobile Home Estates Association, Inc., herein after referred to as the "Corporation," shall have its permanent office at 50 Sycamore Drive, Halifax, in the Commonwealth of Massachusetts.

ARTICLE 2

Purposes

2.1 The Corporation Shall Be a Public Interest Not-for-Profit Corporation

This shall be a corporation with members. Members in good standing (as defined in these Bylaws) shall be eligible to vote upon any matter.

2.2 Purposes

The Corporation is formed and shall be operated exclusively for the following purposes:

- A. To promote the mutual interests and needs of the manufactured home park residents of Halifax Estates for a safe, stable, and secure environment in which to live as residents.
- B. To acquire, own and/or operate Halifax Estates in Halifax, in the Commonwealth of Massachusetts, (the "Community"), to provide decent, affordable manufactured home sites for residential use as well as to provide and maintain appropriate common services, facilities, and improvements for the benefit of its current and future residents.
- C. To preserve the Community's status as a fifty-five (55) and older community.

The public or quasi-public objective is to control rental costs and preserve the affordability of the Community for low and moderate income individuals and families within the purposes allowed under Massachusetts General Laws Chapter 180. This will promote the social welfare and lessen the burdens of government to develop and finance low and moderate income housing.

ARTICLE 3

Members

3.1 Eligibility

A "Member" is defined as an individual(s) adult, age eighteen (18) or older without regard to their race, color, religious creed, national origin, sex, sexual orientation, age, children, ancestry, marital status, veteran history, public assistance, or mental or physical handicap who:

A. Own(s) and reside(s) in a manufactured housing unit (herein after referred to as the "Home") in the Community and any spouse entitled to a homestead interest and the other adult members of the household who have signed a Member Occupancy Agreement. As this is a fifty-five (55) or older Community, no person under the age of fifty-five (55) may inhabit or reside in a Home in the Community. A person is seen as owning or co-owning a Home if he or she owns the Home directly or through his or her "Living" or "Grantor" trust. A "Living" or "Grantor" trust is any trust that is established by an individual under such terms as:

1. appoint him or her as the trustee during his or her lifetime (and/or competency);
2. is revocable by him or her; and
3. designates him or her as the beneficiary for his, her or their lifetime.

Ownership of a home shall include, where appropriate, persons purchasing a home under a lease purchase or contract of sale, who are current and in good standing, are brought into good standing by agreement acceptable to the Board of Directors, where the homebuyer has some established equity in the home.

B. Is/are in good standing with the Corporation. A "Member in good standing" is a Member whose lot rent and Membership Fees are current or has signed an agreement satisfactory to the Board of Directors to bring these rents and fees current.

C. Is/are willing to accept Membership responsibilities, including, but not limited to, voluntary participation in the governance of the Corporation and in the operation of the Community.

3.2 Membership Rights

A. A Member will have a perpetual right to occupy a lot within the Community as long as he or she continues payment of the lot rent and compliance with the other terms of the Member Occupancy Agreement, the Bylaws of the Corporation and the Community Rules and Regulations established by the Members, all as they may be amended from time-to-time. However, if a

Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot.

- B. Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.

3.3 Membership Obligations

- A. All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Corporation, may be increased by a majority vote of the Corporation Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 (D) of these Bylaws, with a thirty (30) day written notice to all Members and non-Members.
- B. A Member will participate cooperatively in the operation of the Corporation.
- C. Permanent (more than ninety (90) days) personal caregivers or healthcare providers, pursuant to written certification by a licensed physician, must be over the age of twenty-one (21) and must apply for tenancy in accordance with the policies of the Board of Directors, except that no credit check processing will be required. A background check (CORI) will still be necessary. Tenancy will be reviewed after one (1) year pending receipt of an updated notice from a licensed physician. If the homeowner vacates the home or no longer needs these services, the caregiver has thirty (30) days to vacate the premises, unless the homeowner requests a shorter time.

3.4 Enrollment of Members

- A. Owners of homes seeking to reside in a Home and lease a lot in the Community must become Members of the Corporation. Owners seeking Membership shall:
1. apply for Membership on a form prescribed by the Membership Committee;
 2. be approved for Membership by a majority vote of the Board of Directors;
 3. pay the Membership fee in full;
 4. execute an Member Occupancy Agreement;
 5. have an intent to occupy a home in the Community;
 6. commit to the purposes and policies of the Corporation, including the Community Rules and Regulations, and these Bylaws.
- B. Owners of homes in place at the time the Corporation purchases the Community have the right to become Members without Board of Directors approval as per 3.4(2) above, but must fulfill all other Membership enrollment conditions (1), (3), (4), (5), (6) above.
- C. Buyers of homes may be approved for Membership conditional upon purchase and occupancy of the home.

- D. A person is considered a buyer or owner if he or she seeks to or does own or co-own a Home directly or through his/her/their "Living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a Home to his or her "Living" or "Grantor" trust must furnish the Corporation with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, Grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

3.5 Membership Fee

The Membership Fee shall be one thousand eight hundred dollars (\$1800). Initial Members of the association shall pay one hundred dollars (\$100) for their membership (which may be paid over time under written agreement) and will be credited for twenty-five dollars (\$25) per month of membership in good standing until reaching one thousand eight hundred dollars (\$1800). Members joining after (which cutoff shall be established by the Board of Directors) shall pay the full amount at joining and in the case of new residents, before they can move into the Community, Members shall receive a refund of their paid and accrued membership fee only when their home is sold to a joining Member. Membership Fees do not accumulate interest.

- A. A Certificate of Membership ("Certificate") shall be issued to any Member, or to the trustee of any Member's "Living" or "Grantor" trust, who has fully paid their Membership Fee. This Certificate shall entitle the holder (or, in the case of a "Living" or "Grantor" trust, the trust Grantor only) to occupancy of a lot in accordance with the Member Occupancy Agreement, provided that the holder also abides by the Community Rules of the Corporation and does not interfere with the effective operation of the Corporation. The Certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a "Living" or "Grantor" trust continue to hold a Membership interest beyond the usual and customary time required for a windup of a probate estate, should title have passed by that means and occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.
- B. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Corporation, or expenses incurred as a result of a Member's actions or non-actions, in regards to the Corporation; such debts and expenses being legally the responsibility of the Member. The

Member shall replenish a capital balance decreased on such account in order to remain in "good standing."

3.6 Termination and Expulsion

- A. Any Member whose activity in the Corporation is contrary to basic cooperation principles (see copy of International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation may be expelled from Membership in the Corporation by the Board of Directors. Loss of Membership carries with it loss of all Membership privileges, including the perpetual right to occupy said lot and any Member incentives. Written notice of the charges against each Member and a hearing before the Membership, as outlined in section 3.6(B), shall be provided before any such expulsion. The Member's certificate shall be repurchased for the amount of the Membership Fee paid, less any debts owed and expenses due and owing the Corporation on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. A member who has been expelled from Membership, but who has not been evicted, is required to sign a new Member Occupancy Agreement designated for non-Members. An eviction of the Member shall automatically terminate his or her Membership.

The Board of Directors will hold a hearing to determine if there is a reason to call a Special Meeting of the Membership to vote on expulsion of the Member. If the Board of Directors determines that a vote on expulsion of the Member should occur, the Board of Directors will call a Special Meeting for the purpose of determining whether this Member should be expelled.

In order to expel a Member, three-quarters (¾) of the Members present at the Special Meeting must vote for expulsion. The number of Members voting for expulsion must also be at least a majority of the Members in the Community.

- B. A Member need not be expelled before being evicted. Re-application for Membership will require Board of Directors review and Membership approval before re-issuance of a Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent file and a copy given to the Member. A failure to terminate Membership shall NOT deny the Board of Director's right to bring about eviction in a competent court of law and the denial of a Membership termination shall have no presumptive impact on grounds for eviction.

3.7 Member Refunds

Members shall have a right to determine whether fees collected in any given fiscal year shall be returned to Members as a refund of overpayment or retained as additional funding for reserves or for the needs of the following year operations.

The decision may be made at the time that the Members approve the budget for the coming fiscal year. The Corporation may refund or credit to the Member within ninety (90) days of the end of its fiscal year, but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan terms, as applicable from time-to-time. Such refunds are limited to a pro rata return of fees paid by Members in excess of the Corporations needs and are not from earned income from other sources.

ARTICLE 4

Sale and Rental of Homes

4.1 Use of Homes

- A. In order to unify the Members and make the Corporation stronger, all homes within the Community must be owner-occupied, unless an exemption is granted by the Board of Directors according to the procedures outlined in 4.1 (B). Failure to comply with this article shall result in an eviction from the Community.
- B. Excepting those homes rented at the time of Community purchase, rental or leasing of homes in the Community shall not be allowed unless approved by the Board of Directors. The Board of Directors shall not approve a rental or lease unless:
 - 1. a written request is submitted by the Member alleging hardship; and
 - 2. the Board of Directors determines that a hardship exists.
- C. If an approval is granted, the decision shall specify the hardship circumstance(s) and the condition(s) of approval. No rental contract exceeding one (1) year may be approved, and each modification or renewal of a rental contract shall need Board approval. The vote of the Board of Directors shall be maintained in the official records of the Corporation.

4.2 All Home Sales

- A. Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirements that all buyers become Members of the Corporation. The seller shall supply the Corporation with the name(s) and telephone number(s) of any buyers who have signed a

Purchase and Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.4 (D), which applies here as well.

- C. If the Corporation is owed money by the resident or the resident is in breach of any other obligation to the Corporation, the Board of Directors will not consent to the transfer nor will a new lease be granted until all obligations to the Corporation have been satisfied in full or suitable arrangements for payment have been made as determined by the Corporation.

4.3 Sale of Member Homes

- A. For a period of thirty (30) days following the delivery of the notice to the Board, if the Member receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower income family or individual, the Member shall accept the offer from the lower income family or individual. Provide that the Board may authorize the sale to someone other than a lower income family or individual at the request of the selling Member in the case of a sale to a family Member or where the delay in selling would pose an unreasonable hardship for the selling Member.
- B. A lower income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the country as determined by the U.S. Department of Housing and Urban Development, and published in the Federal Register.
- C. The Board of Directors shall purchase the Membership interest from said Member household by paying them an amount equal to the Member's total payment toward their Membership Fee, without interest, less any debt owed by the Member to the Corporation within sixty (60) days of the removal or sale of the home, or at such later date when the purchase can be made without jeopardizing the solvency of the Corporation.

4.4 Vacant Lots

Any lot in the Community that becomes vacant (other than a temporary vacancy when a Member of the Corporation replaces his or her existing manufactured home with a new or different one), shall be leased by the Board of Directors to a lower income household approved for Corporation Membership, provided, however, that if after advertising the lot for thirty (30) days, the Board does not receive an offer to lease from a lower income household reasonably capable of affording the Home and living in the Community, the Board of Directors may lease the lot to any suitable household. The Board will keep a waiting list for these purposes.

4.5 Owned Housing Units

Housing units that become the property of the Corporation may be sold by the Board of Directors to non-occupant owners who wish to rehabilitate or replace the home and resell it to a resident occupant under the following rules:

- A. The purchaser is purchasing the home in order to rehabilitate it or replace it, and expects to have the unit completed and habitable, or completely replaced within ninety (90) days, but may be extended with Board approval.
- B. The purchaser proves, to the satisfaction of the Board, his or her ability to successfully rehabilitate the home themselves or through other licensed professionals.
- C. The purchaser must purchase the unit from the Corporation in advance of rehabilitation or replacement,
- D. The purchaser must pay rent and any other common costs and assessment, at a minimum of Member rate, for the period that they own the unit. The Board of Directors may require prepayment of rent, deposits or other surety to ensure compliance by the purchaser at their own discretion.
- E. The purchaser shows proof of insurance for themselves and all contractors and acquires or carries all permits and licenses necessary per local code.
- F. The purchaser must enter into a written agreement with the Corporation, including a time plan for construction, utilities hook-up, storage and disposal of waste, all of which is at their own expense.
- G. The unit cannot be occupied until sold to an owner-occupant who is approved to join the Corporation.
- H. The Board of Directors may set up fines for non-compliance with rules or other restrictions in accordance with schedules as determined by the Board from time-to-time. The Board of Directors may enforce this by taking a lien on the unit or any other contractual or legal action they deem necessary.
- I. Owners of units in rehabilitation under the clause are not Members of the Corporation as herein defined.

4.6 Home Rehabilitation

Any member or non-member, who plans to sell their home to a rehabber, must notify the Board of Directors thirty (30) days in advance and the sale will be in accordance with paragraphs A, B and C of Article 4.2.

- A. The purchaser will purchase the home in order to rehabilitate it or replace it and will have the unit completed and habitable, or completely replaced within ninety (90) days, but may be extended with Board approval.
- B. The purchaser must purchase the home in advance of rehabilitation or replacement.
- C. The purchaser/home remodeler must pay rent and any other common costs and assessments, at a minimum of non-Members rate, for the period that they own the unit. The Board of Directors may require prepayment of rent, deposits or other surety to ensure compliance by the purchaser, at their own discretion.
- D. The purchaser must show adequate proof of liability insurance for themselves and all contractors and acquire or carry all permits and licenses necessary per local code. The Corporation must be named as certificate holder.
- E. The unit cannot be occupied until sold to an owner/occupant who is approved to join the Corporation.
- F. Owners of units in rehabilitation under this clause are not Members or eligible to become Members of the Corporation.

ARTICLE 5

Membership Meetings

5.1 How the Membership Can Legally Act

- A. The Membership may act only at a properly called meeting of the Membership where a quorum is present. One-third ($\frac{1}{3}$) of the current Membership shall constitute a quorum at a Membership meeting.
- B. A Member who is not in good standing (as defined by these Bylaws, Article 3.1) shall be ineligible to vote upon any matter and shall not be counted toward a quorum.
- C. There shall be no voting by proxy, nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned.
- D. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present, except for motions affecting the Bylaws and Community Rules and Regulations.

- E. The Bylaws of the Corporation and the Community Rules and Regulations shall be adopted or repealed by a least a majority vote of the total Membership of the Corporation.
- F. The Bylaws and the Community Rules and Regulations may be amended by a majority vote of the Members present at any regular or special meeting at which a quorum is present, provided that notice of the proposed amendment shall be given in writing to all Members not less than ten (10) days prior to such meetings. After the ten (10) day notice, technical changes in wording or detail of the proposed amendment that do not alter the subject matter shall not require an additional notice.
- G. Any business required or permitted to be taken at a Membership meeting may be taken without a meeting, by means of a ballot clearly stating a Board of Directors-approved motion. To be passed, the motion must be approved by a majority of the entire Membership. A copy of the motion and vote must be kept on file with the Corporation's Membership meeting minutes. Notice that such an action took place, including the nature of the action, and the availability of the resolution shall be posted or otherwise published to the Members within three (3) days.

5.2 Annual Meeting

- A. The Annual Meeting of the Members shall be held in the eleventh (11th) month of each fiscal year in Halifax, MA or a place designated by the Board of Directors within ten (10) miles of the Community. An Annual Meeting of Members is to be held at least once a year.
- B. The Board of Directors shall give written notice of the Annual Membership Meeting not less than ten (10) calendar days and not more than sixty (60) calendar days before the date that such a meeting is to be held. Such written notice shall be given in writing to each Member at his/her address, and posted and maintained at a common area, and shall state the place, day and time of the meeting, as well as the agenda items or subject matter to come before it.
- C. The Annual Report to the Commonwealth of Massachusetts Secretary of State, the report of the examination of the prior year's finances, and the proposed annual budget of the Corporation shall be made available to each Member no later than ten (10) days before the Annual Meeting for approval by the Membership at the Annual Meeting.
- D. The budget shall show all income and expenses, the amounts budgeted by accounts and expenses classification including, but not limited to, reserve accounts for capital expenditures, mortgage payment and interest, deferred maintenance and repair, taxes, rubbish removal, snow plowing, insurance

costs, fees payable to the Internal Revenue Service, Town of Halifax and/or Commonwealth of Massachusetts and include proposed future rents.

The budget adopted by the Board of Directors shall be presented to the Membership for notification at the Annual Meeting for a vote of the Membership. At said Annual Meeting the Membership may, by majority vote, revise the budget.

If Membership, after meeting held or ballot conducted for said purposes, shall fail to approve a budget that meets all contractual obligations, the Board of Directors may approve such a budget without further vote of the Members.

- E. Members shall have a right to determine whether excess fees collected in any given fiscal year shall be returned to Members as a refund of overpayment, or retained as additional funding for reserves or for the needs of the following year operations. The decision may be made at the time that the Members approve the budget for the coming fiscal year. The Corporation may refund or credit to the Members within ninety (90) days of the end of its fiscal year, but only insofar as such refund or credit is consistent with state law or permissible under the terms and provisions of any loan terms, as applicable from time to time. Such refunds are limited to a pro rata return of fees paid by Members in excess of the Corporation's needs and are not from earned income from other sources.

5.3 Special Meetings of the Membership

A. Special Meetings of the Membership may be called by:

1. the President on his or her own initiative;
2. the Board of Directors on its own initiative; and
3. by the Secretary of the Corporation upon petition of at least one-tenth (1/10) of the Members, which would constitute a quorum of a meeting of Members.

Such Member petition may be delivered to the Secretary (or in the event the Secretary is unable or unwilling to call such a meeting, then by any other officer upon receipt of such petition which officer shall call a special meeting). The Board of Directors shall set the date, place and time of the Special Meeting, to be held within thirty (30) days after it initiates such meeting or within thirty (30) days of receipt of such demand, as the case may be.

- B. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than ten (10) days in advance of the meeting date. Business at a Special Meeting of the Membership is limited to the Scope of Notice provided. Absentee ballots, witnessed by a director, are allowed as provided under section 6.3 (D) only if a specific question is being

asked of Members at a Special Meeting, and if it is included in the Scope of Notice.

ARTICLE 6

Board of Directors

6.1 Number and Term of Directors

- A. The Board of Directors shall consist of seven (7) Members who are in good standing with the Corporation.
- B. Directorships will not be denied to any person on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, children, ancestry, marital status, veteran history, public assistance recipient or mental or physical handicap. To be eligible to serve as a Director, an individual must be a Member homeowner of a manufactured housing unit in the Community and be a Member in good standing with the Corporation.
- C. All Directors shall serve for a term of two (2) years, except that at the first election, the Vice President, Secretary and one Director-at-Large will be elected for one (1) year term, or until their successors are duly chosen. No Director may serve for more than three (3) consecutive two (2) year terms.
- D. No more than one individual from each Member household may serve on the Board of Directors at any given time.

6.2 Election of Directors

- A. The Board of Directors shall be elected by the Membership at an Annual or Special Meeting of the Corporation, or at a Special Meeting held in place thereof. All newly elected directors will take office thirty (30) days after elections or at the next Board of Directors meeting, whichever is first.
- B. Members shall elect Directors to each officer position, as well as those Directors serving at large.
- C. A ballot provided on a form approved by the Board of Directors shall be used for the election of Directors. It shall clearly state the Director and officer position to be filled and those nominees known in advance of the meeting. It shall also clearly state that other nominees may come from the floor. Ballots must be identifiable by either a lot number or other means. The ballots shall be sealed and opened at the Membership meeting.
- D. The Board of Directors may allow for an absentee ballot for the following reasons:

1. Vacation
2. Hospitalization
3. Shift work
4. Travel
5. infirmity

A request for an absentee ballot must be made in writing at least three (3) days before the meeting, if not the result of emergency circumstances. If the ballot is to be mailed, the Member must request it ten (10) days before the meeting. Absentee ballots may not be counted towards a quorum.

6.3 Powers

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Corporation operations.
- B. No Director may act on behalf of the Corporation unless duly authorized by the Board of Directors.
- C. Any matters outside of the ordinary course of business or that involve the sale or encumbrance of assets shall require Member approval.
- D. The Board of Directors may from time-to-time set up committees and/or ad-hoc groups to work on specific responsibilities, with the committee Members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board of Directors. Further explanation of these committees may be found in the policies of the Board of Directors.

6.4 Resignation

Any Director may resign at any time by delivering written notice to the Secretary or President of the Board of Directors. Such resignation will take effect upon the letter of receipt or the time specified in the notice.

6.5 Removal

- A. Any Director whose actions are determined to negatively affect the operation of the Corporation may be removed by a majority vote of the Members present at any regularly scheduled or special meeting of the Membership where a quorum is present, provided that a ten (10) day notice of the impending vote has been given to the Director who may be removed. Said notice of a vote to remove shall only be made after:
 1. If initiated by the Board of Directors: a majority vote of the Board of Directors, or

2. If initiated by a Membership petition: after the Board of Directors receives a written petition requesting the proposed removal signed by at least 10% of the Membership.
 - B. Said notice shall clearly advise that once a quorum is established, a majority vote of the Members present will be needed to remove the Director.
 - C. The notice shall state the date, time and place of the meeting where said vote will be taken.
 - D. If the Members' petition for removal of a Director does not state that the vote to remove is requested for the next regularly scheduled meeting, or if the Board of Directors lacks time to give the required notice to the Director to be removed before the next regular meeting, then the Board of Directors shall take said petition for removal to also be a request for a Special Membership Meeting for said purposes, and proceed in accordance with these Bylaws regarding Special Meetings, and shall set the date, place and time of the Special Meeting to be held within thirty (30) days after receipt of such petition. The Secretary of the Corporation shall deliver or mail written notice stating the place, day, hour and purpose of the Special Meeting to each Member and post the notice in a common area not less than ten (10) days in advance of the meeting date.

6.6 Vacancies

Vacancies that result from resignation or other means may be filled by a majority vote of the Directors present at any regular or special meeting of the Board of Directors. The Director so appointed shall serve the remainder of the unexpired term, which shall not be counted as a consecutive term for the purposes of Article 6.1 of these Bylaws.

6.7 Compensation

Directors shall serve without compensation, but shall be entitled to reasonable compensation for expenses incurred while conducting legitimate Corporation business. Any expenses incurred must have prior approval by the Board of Directors. Receipts must accompany all requests for reimbursement. Directors may not simultaneously serve on the Board of Directors and receive compensation for services, products or contracts, and may not be employed by the Corporation.

ARTICLE 7

Officers

7.1 Roster of Officers

The Officers of the Corporation shall consist of a President, Vice President, Secretary, Treasurer and any other designated position as decided by the Membership. All Officers are Directors of the Corporation and must meet the requirements for being a Director set forth in Article 6.1.

7.2 Election and Removal of Officers

See process for Election and Removal of Directors in Article 6.

7.3 President

The President shall serve as Chair and presides at all meetings of the Directors and Membership. He or she shall be responsible for general day-to-day administration according to the authority granted by the Board of Directors and the Membership. The President shall perform such duties prescribed by the Board of Directors or as necessary to accomplish the directives of the Board of Directors.

7.4 Vice President

The Vice President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him or her by either the Board of Directors or the President. He or she shall report on the activities of the President to the Board of Directors in the absence of the President.

7.5 Secretary

The Secretary shall keep the records of the Corporation and these Bylaws. Amendments to these Bylaws shall be typed, noted, dated and maintained with these Bylaws, and copies distributed to the Membership. He or she shall keep a true record of the proceedings of all meetings of the Board of Directors and Members. If the Secretary is absent from any such meetings, the Chair may request that some person act as a Recording Secretary to take the minutes. The Secretary shall also be responsible for posting meeting notices, typing correspondence and maintaining and updating Membership and resident lists. The signature of the Secretary, or Acting Secretary on minutes and actions of the Board of Directors shall serve as evidence of their authenticity.

7.6 Treasurer

The Treasurer shall have charge of all the funds of the Corporation and shall be responsible for all disbursements and collections. The Treasurer shall be

responsible for maintaining all financial records of the Corporation, including previous fiscal years financial reports, bank statements, and returned checks, invoices, records and any and all other financial records. The Treasurer will see that all checks drawn on Corporation accounts shall bear the signature of at least two (2) of these three (3) officers; President, Secretary or Treasurer. As a standard fiscal control, a Member of the Corporation, other than the Treasurer, shall reconcile the Corporation accounts each month. The Treasurer shall be responsible for having the books prepared for examination. The Treasurer may delegate any tasks to any Member of the Finance Committee or a contracted bookkeeping service.

7.7 Powers

All Officers of the Corporation shall, subject to these Bylaws and to any vote of the Board of Directors, have such powers and duties as the Directors shall from time-to-time designate, in addition to the specific powers and duties set forth above.

ARTICLE 8 **Board Meetings**

8.1 Regular Meetings

Regular meetings of the Board of Directors shall be held monthly. Notice of the time and place, together with the agenda of the meeting, shall be posted in a public place in the Community not less than three (3) days before the meeting. The Board of Directors shall have the sole discretion to establish the agenda for all regular meetings.

8.2 Special Meetings

Special meetings of the Board of Directors may be held at the call of the President or any two (2) Directors. Written notice stating the place, day, hour and agenda of any special meeting shall be posted in a common area and communicated personally to each Board member not less than three (3) days before the date of the meeting. In an emergency situation, a shorter notice may be given, provided that the agenda for that meeting is limited to dealing with the emergency at hand and that all actions taken are ratified at a subsequent properly noticed meeting.

8.3 Open Meetings

Regular and Special Meetings of the Board of Directors shall be open to the Membership, except when the Board of Directors moves to an Executive Session. Executive Sessions are used only for purposes of protecting a person's reputation and confidentiality or to receive or discuss advice from legal counsel. A decision

may not be made in Executive Session where minutes are not kept. Decisions must be made at the form of a motion at a public meeting.

8.4 Notice

Written notice stating the place, day, hour and agenda of all Board of Directors meetings, Regular and Special, should be posted in a common area no less than three (3) days before any meeting.

8.5 Quorum

At any meeting of the Board of Directors, a simple majority of the number of Directors then in office shall constitute a quorum for the transaction of business. A majority of those present must vote in the affirmative to pass the motion once a quorum has been established. A Director may attend by telephone and such Director is included in a quorum count.

8.6 Action without a Meeting

- A. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the written motion is approved and signed by all Board of Directors Members. Authority for such action commences when the last Director signs. A copy of the written motion with all signatures must be kept with the Board minutes.
- B. Notice that such an action took place, including the nature of the action and the availability of the resolution, shall be posted within three (3) days.

8.7 Proxy Voting

Proxy voting is prohibited.

ARTICLE 9

Indemnification and Bond

9.1 Indemnification

- A. The Directors, Officers and Members shall not be personally liable for the debts, liabilities or other obligations of the Corporation.
- B. Should any person be sued or threatened with suit, either alone or with others, because he or she was or is a Director or Officer of the Corporation, in any proceedings arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Corporation, for his or her reasonable expenses, including attorney's fees

incurred in the defense of the proceedings, may be assessed against the Corporation, its receiver or its trustee, by the court in the same or a separate proceeding if:

1. the person sued is successful in whole or in part or the proceeding against him or her is settled with the approval of the court, or
 2. the court finds that his or her conduct fairly merits such indemnity. The amount of such indemnity shall be so much of the attorney's fees incurred and other expenses as the court finds to be reasonable.
- C. Should any person be sued or threatened with suit, either alone or with others because he or she was or is a Director, Officer or employee of the Corporation in any proceedings other than an action by the Corporation, indemnity for his or her reasonable expenses, including attorney fees incurred in the defense of the proceeding may be paid by the Corporation if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Corporation, any such indemnity shall be made as authorized by majority vote of the Membership.

9.2 Bond

Each Director, Officer, Employee and Agent handling funds or securities amounting to one thousand dollars (\$1,000) or more in any one (1) year shall be covered by adequate bond in accordance with state law.

ARTICLE 10 **Operations**

10.1 Signing of Documents

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes or legal written instruments executed in the name of and on behalf of the Corporation will be signed and executed by the President and one (1) other Director. The Board of Directors will authorize by written resolution all final documents to be so executed. No more than one (1) individual from each Member household may have signing authority.

10.2 Disbursement of Funds

- A. All checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two (2) Directors. No more than one (1) individual from each Member household may have signing authority.

- B. Any decisions that may commit expenditures of three thousand dollars (\$3,000) or more of Corporation resources per fiscal year that does not appear in the approved annual budget, shall be made by the Membership at an Annual or Special Meeting of the Members. Capital Improvement and Replacement Reserve expenditures that do not appear in the Member-approved Capital Improvement Plan and that exceed five thousand dollars (\$5,000) per fiscal year, require the approval of the Membership, except in cases of emergency repairs. The Board of Directors shall notify the Membership of such an emergency action at the next Regular or Special Meeting of the Membership.

10.3 Ethics, Procurement and Conflict of Interest

In addition to the requirements of these Bylaws, the Corporation through a Membership vote shall adopt, and all Directors and Officers, shall abide by a Code of Ethics, a Procurement Policy and a Conflict of Interest policy. No Member of the Board of Directors may be retained by the Corporation for compensation, whether as an employee, contractor or vendor is inherently a conflict of interest with the Director's role as a Board Member, and that conflict cannot be waived by the Board of Directors or Membership.

10.4 Records

The records of the Corporation shall be kept by the Board of Directors then in office and transferred to newly elected Directors upon changeover.

10.5 Inspection of Books and Records

- A. Records of the Corporation shall be open to the inspection of any Member at a reasonable time and place within seventy-two (72) hours of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including, but not limited to, financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.
- B. The Treasurer will make the Annual Financial Statements available to the Board of Directors within three (3) months after the end of the fiscal year.

10.6 Fiscal Year

The Fiscal Year of the Corporation shall be the twelve (12) month period ending the last day of September of each year. The Corporation shall cause its books to be examined within a reasonable time after the end of each Fiscal Year in accordance with the audit/review requirements of state law.

10.7 Sale, Lease or Exchange of Corporate Property and Assets; Grant of Security Interest; Public Charities under 180:8A

- A. A vote of two-thirds ($\frac{2}{3}$) of Members entitled to vote thereon at a meeting duly called for the purpose, with notice given as provided in Article 6 (B), shall be required for the sale, lease, exchange or other disposition of all or substantially all of its property and assets. No such vote shall be required if such transaction does not involve or will not result in a material change in the nature of the activities conducted by the Corporation.
- B. As a Corporation constituting a non-profit organization, the Board of Directors shall give a written notice to the attorney general not less than thirty (30) days before making any sale, lease, exchange or other disposition involves or will result in a material change in the nature of the activities conducted by the Corporation, except that no such notice shall be required if a written waiver of such notice is executed by the attorney general before or after such sale, lease, exchange or other disposition. A certificate signed by an Officer of the Corporation, which states that notice was not required, that notice was given or that notice was waived by the attorney general, with respect to any sale, lease, exchange or other disposition of property by the Corporation shall be conclusive in favor of any purchaser, lessee, transferee or other person relying thereon for purposes of determining compliance with the provisions of this subsection.

10.8 Dissolution

A petition for dissolution in accordance with Massachusetts General Laws (Chapter 180 section 11A) shall constitute the sole method for the voluntary dissolution of a non-profit corporation and shall be authorized by vote of a two-third ($\frac{2}{3}$) majority of the Corporation's Members entitled to vote thereon.

If the Corporation has no remaining assets, the petition for dissolution shall be submitted to the division of public charities of the Commonwealth of Massachusetts, Office of the Attorney General. If the Corporation has remaining assets, the petition for its dissolution shall be filed in the supreme judicial court setting forth in substance the grounds for the application for dissolution and requesting the court to authorize the following dissolution of the Corporation, all the remaining assets, after payment of the Corporation's debts and expenses, shall be distributed in the following manner:

- A. The face value or the amount equal to the Membership Fee paid minus any outstanding obligation to the Corporation, whichever is lower shall be returned to the Members.
- B. Any surplus remaining after the distribution in paragraph I shall be distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal

Revenue Code of 1984, as amended, or to another organization to be used in such manner as will best accomplish the general purposes for which the Corporation was formed.

ARTICLE 11
Rules of Procedure

In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Community Corporations" as published by the Management Guide © 2003, 2007 ROC USA, LLC or the foundation document, The Standard Code of Parliamentary Procedure, Fourth Edition by Alice Sturgis, 2001 or Robert's Rules of Order, Newly Revised shall prevail.

CERTIFICATION

I hereby certify that these Bylaws were adopted by the Membership of Halifax Mobile

Home Estates Association, Inc. at its meeting held on August 21, 2018
(Date)

Name: TASU Puskoski
(Secretary of the Corporation)

APPENDIX

International Cooperative Alliance Principles

1st Principle: Voluntary and Open Membership

Cooperatives are voluntary organizations open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

2nd Principle: Democratic Member Control

Cooperatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation

Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their cooperative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence

Cooperatives are autonomous, self-help organizations controlled by their members. If they enter to agreements with other organizations including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their cooperative authority.

5th Principle: Education, Training and Information

Cooperatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their cooperatives. They inform the general public – particularly young people and opinion leaders – about the nature and benefits of cooperation.

6th Principle: Cooperation among Cooperatives

Cooperatives serve their members most effectively and strengthen the cooperative movement by working together through local, national, regional and international structures.

7th Principle: Concern for Community

Cooperatives work for the sustainable development of their communities through policies approved by their members.

NOTE:

These principles can be found on the International Cooperative Alliance website at <http://ica.coop/en/what-co-op/co-operative-identity-values-principles>.