



Rules of Bartow's Mobile Home Park



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Rules of Bartow's Mobile Home Park

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

1. Community Owners, Manager and Emergency Phone Number

Manager/Owner: contact@bartowpark.com

Emergency Phone Number: 911--- or if not a 911 matter, (summer and winter)

These rules use the term 'owner/operator' to refer to the owners, the operator, and/or the manager of the community.

2. Application for Tenancy

Any person intending to establish tenancy in this community (the "applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized.

Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his or her household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question.

The owner/operator shall have 10 calendar days to consider each application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each prospective applicant

3. Registration

Upon approval of the application for tenancy in the community, all residents in the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community except for guests who remains less than 90 days in any 12-month period.

4. Residents Rights and Responsibilities under the Law

- a. All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including, without limitation, any existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.
- b. These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law", along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed terms of occupancy, including the option



of a lease for a term of five years; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known defects; and (f) a description of all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection.

- c. A copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), either at the manager's office or in the area where the Community Rules are posted.
- d. Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

5. Rent

The due date for payment of rent is on the 1st day of the month, and if not received by the 5th day following, will be recorded as received after the due date. Any fees which may be imposed either for late payments (30 days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

6. The Home Site

A rented site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; two personal motor vehicles; and ancillary structures or areas, such as patio areas, decks, porches, sheds, carports must be approved by the owner/operator.

7. Occupancy

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

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, as disclosed in the Written Disclosures.

9. Utilities

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



- b. Tenants' Responsibility:** Tenants are responsible for paying for the maintenance and repair of utilities from the point of connection to the manufactured home to the inside of the home.
- c. Cable TV and Telephone Service:** Each homeowner shall pay for all cable TV, telephone, and Internet service provided to the manufactured home.
- d. Metered Utilities:** Each homeowner is required to pay for his or her own use of gas, oil, and electricity, if (1) there is individual metering by a utility or utilities. (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.
- e. Changes in Gas and Electrical Service:** Any homeowner wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the owner/operator that he or she has obtained proper permits and complied with all applicable electrical or other safety codes.
- f. Tampering With Utilities:** Tampering with meter boxes and utility services is not permitted.
- g. Disposal of Wastes:** The community's utilities and septic systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush, or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains – such as toilets, showers, bathtubs, and sinks – which serve the home, clubhouse, or other common area in the community. Examples of substances and wastes covered by this rule include the following: aluminum foil, sanitary napkins, tampons, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.

10. Satellite Dishes

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

11. Maintenance of Community Roadways, and Other Common Areas

The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the owner / operator shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish.

12. Snow Removal

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



on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in community roadways.

13. Water Use

- a. Residents are encouraged to be always aware of water conservation. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping, and water shall not be left running to protect against freezing.
- b. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be applied in a reasonable and nondiscriminatory manner.
- c. Watering of lawns is permitted by means of hand-held watering devices and/or other watering devices in accordance with schedules which reflect local ordinances and water bans and are changeable from time to time.

Such schedules shall be posted in common areas.

14. Garbage and Rubbish Collection and Disposal

- a. The owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. There will be a dumpster to put garbage in that will be collected by an outside company and/or owner will provide a permit for each household to take the trash to the location designated by the city.
- b. All residents shall store garbage and trash inside the home or shed until the day(s) designated for trash removal and shall pack such garbage and trash in bags that are leak-proof and securely fastened before putting into dumpster.
- c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters.
- d. If the municipality or trash Collection Company imposes recycling rules, the owner/operator may require residents, without charge, to comply with such recycling rules once the residents have received reasonable notice of such recycling rules.
- e. Yard waste and dead brush may be disposed with authorization of only in areas designated by the community owner/operator if it exists.
- f. Residents may not dump trash on common areas.














15. Aesthetic Standards for Exterior of the Home and Site

- a. **Maintenance of Structures:** All homes, exterior door, steps, patio areas, additions, decks, porches, skirting, awnings, sheds, fences, and/or other outside structures shall be maintained by the tenant in good repair and structurally sound condition, free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.
- b. **Maintenance of Site:** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawns and shrubs should be kept mowed and trimmed to prevent them from appearing overgrown. If the house is heated with wood, the firewood must be organized close to the house and not left in any way on the rented lot.
- c. **Repairs to the Home or Site by Community Owner/Operator:** If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that specific work is required to bring the home or site into compliance with such rule, and the owner/operator will perform the work at the resident's expense if the resident does not do the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within 10 days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 4.
- d. **Structural Modifications to Home or Site:** With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design, and siting, of most homes in the community. For purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself or patio areas, or the erection or alteration of any additions, decks, porches, skirting, awnings, sheds, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector the resident may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date.
- e. **Exterior Aesthetic Standards for Community:** A list of exterior aesthetic standards for our community include:
 - a. **Skirting:** The mobile home requires skirting from the bottom of the mobile home to the ground. The skirting shall be made specifically for manufactured mobile homes. They must be kept in perfect condition to avoid freezing the pipes in winter.
 - b. **Colors:** No bright or bold colors allowed. Colors should be muted, country setting colors with owner/operator.



Color Reference Chart

 Almond	 Pewter	 Wicker
 Ivory	 Sand	 Khaki
 Mist	 Stone Gray	 Slate Blue
 Olive	 White	

Ref.: Suplyer: Ply Gem / Transformations Siding Line

- c. **Porches:** There can be 2 porches on the mobile home. One porch can be up to 8 feet square. The second can be up to 8x16 feet. If there are more than 2 doors into the mobile home, the others can only have steps unless they both fall within the size of the second porch. Both porches can have roofs, but not required. Under no circumstances can a livable (wired, plumbed and/or insulated) room be added on to the mobile home.
- d. **Sheds:** One shed, for storage only, is allowed. The structure can be no more than 8x12 feet.

16. Interior Appearance and Improvements

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

17. Landscaping

- a. **Landscaping by Owner/Operator:** Regarding landscaping – such as plants, trees or shrubs – that the owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the owner/operator shall be trimmed without the permission of the owner/operator. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), if the resident repairs any damage to the home site caused by the removal of such improvements.
- b. **Landscaping by Residents:** Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 18 below) and obtaining owner/operators' prior written approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns. Shrubbery and other plantings.



18. Digging

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

19. Goods and Services

The resident may hire any vendor, supplier, or contractor of his or her choice to provide goods and services for the home and home site. For those vendors, suppliers, or contractors (the 'vendor') whose provision of goods or services may pose risks to the health, safety, welfare, or property of other residents, the owner/operator, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the owner/operator upon request.

20. Soliciting

Except for such suppliers engaged or about to be engaged by residents and/or owner/operator, other commercial vendors are prohibited from soliciting and peddling within the community.

21. Storage

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

22. Fire Safety

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

23. Owner/Operator's Rights of Entry

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



general condition of the site, or to show the site to individuals interested in renting the site or purchasing the home; however, in such cases the owner/operator must provide reasonable advance notice before entering onto the site. The owner/operator will not enter a manufactured home unless the tenant has provided prior consent in writing on a separate document addressing only the issue of consent.

24. Resident's Conduct

- a. **Compliance with Applicable Laws and Community Rules:** All residents shall abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. Residents will make sure that their children and guests are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.
- b. **Privacy, Use and Quiet Enjoyment:** Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or home sites at any time.
- c. **Noise and Disturbances:** Residents may not play any stereo, radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents; right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 p.m. and 7:00 a.m., or during the period specified in any applicable local by-law or ordinance.
- d. **Interference with TV and Radio Reception:** The community does not permit any short wave or CB equipment or similar device that interferes with other residents' privacy or their ability to receive television, radio, or other transmissions.
- e. **Use of Firearms and Fireworks:** Discharging of firearms, paint guns, or air guns is prohibited within the community area. The use of fireworks in the community is prohibited.

25. Non-Resident Activities

Non-resident activities are permissible in the home or at the home site, if residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule. Yard sales are permitted. They shall be held for no more than three (3) consecutive days, no more than three (3) times per year. Resident's must request the owner/operator's approval to hold yard sales; and such permission shall not be unreasonably withheld or delayed.

26. Pets

All pets must be properly licensed and immunized, if so, required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety, or property of residents. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their guests. Whenever a pet



is outside your home, it must be reasonably always restrained, by either a leash or other reasonable restraint. The pet owner is responsible for cleaning up after his pet. If the pet owner violates this rule, the owner/operator may take whatever steps are permitted by law to have the pet removed from the community.

27. Vehicles and Parking

- a. **Two Personal Motor Vehicles per Site:** Residents may park up to two personal motor vehicles at their site. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8,600 pounds, with two or more axels. The same vehicle must be parked in the designated location and cannot remain outside that location.
- b. **Guest Parking:** In addition to parking in designated parking spaces on the home site, guests may park their vehicles on the street, in designated local for owner and not in street for not interfere with the safe passage of emergency vehicles and other residents' rights to use and quiet enjoyment of their homes and home sites.
- c. **Unregistered Vehicles:** No permanently unregistered vehicles that are unsightly, in obvious disrepair, or in violation of local ordinances shall be permitted in the community.
- d. **Other Vehicles:** Boats, trailers, motor homes, recreational vehicles, and commercial vehicles over 8,600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes.
- e. **Violations and Towing:** Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle.

28. Use of Community Roadways

- a. **Speed Limit:** All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 15 MPH.
- b. **Interference with Residents' Right to Use and Quiet Enjoyment:** Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver or in a manner that interferes with other residents' quiet enjoyment of their homes.

29. Repair of Vehicles

- a. **Major Repairs:** Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community if such work may involve a risk of leakage of petroleum products. Residents are permitted to do minor repairs of their vehicles within the community if there is not 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 owner/operator shall provide the resident with written notice of the leak and provide a reasonable



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

30. Clubhouse and Recreational Facilities

None Available

31. Subleasing of Sites and Renting of Homes

All proposed subtenants must submit applications for residency, described previously in Rule 2. All proposed subtenants will be approved if they provide the owner/operator with reasonable evidence that they have the financial ability to pay all rent and other charges, and comply with all enforceable community rules, including the registration requirement in Rule 3. Even after the owner/operator approves a subleasing arrangement, the original tenants continue to be responsible for the rent, other charges of the community, and compliance with the Community Rules.

32. Sale, Lease, or Transfer of Manufactured Home

Homeowners have the right to sell their homes on their home sites. Any homeowner wishing to sell, lease, or transfer ownership or occupancy of his or her home shall notify the owner/operator at least 30 days before the intended sale, lease, or transfer. Potential buyers, subtenants, and transferees are required to submit residency applications governed by Rule 2. This approved process must be completed after the initial agreement is reached but before the sale, lease, or transfer is finalized. The owner/operator has ten calendar days to consider applications, which are deemed to be approved if, after 10 calendar days, the owner/operator has not rejected the application and given the reasons for that rejection in compliance with Rule 2.

33. Broker for Sales of Homes

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

34. For Sale Signs

Homeowners may place signs in their homes or on their sites which advertise their home as "for sale" or "for lease". Homeowners using outdoor signs must comply with Rule 18 on digging. In addition, the signs used must be of type available commercially, and consistent with Rule 15 on aesthetic standards for the exterior of the home and site.



35. Liens

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

36. Replacement of Manufactured Home

If a tenant intends to replace his or her home with one of the dimensions, he or she shall obtain the approval of the owner/operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements.

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

In any matters which require the approval of the owner/operator, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the owner/operator, or the community property, and/or complying with standards set forth in enforceable community rules and applicable law. The owner/operator shall apply and enforce the rules in a non-discriminatory manner, free from selective enforcement. In addition, such approval shall not be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than 10 days, unless another period is provided in an enforceable rule or applicable law.

38. Complaints

All complaints should be addressed to the community management. It is preferred that complaints be in writing and signed; however, if you have an emergency or have concerns about placing your complaint in writing, you can contact the owner/operator at the number provided in Rule 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

39. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. At least 75 days before the effective date of any new rules or changes to existing rules, the owner/operator will both conspicuously post at the community notice board and provide the tenant's association with a copy of all the Community Rules and any changes to the Community Rules. The owner/operator will attach to these copies of the rules or changes to the attached notice entitled "Important Notice Regarding Community Rules". All rules and any change to the rules will be submitted for approval to the Attorney General's Office and Department of Housing and Community Development, at least 60 days before their effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date.



40. Severability

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