

BRUSH HILL 84 LOKER ST. WAYLAND, MA 01778

Application for tenancy

HOMESITE ADDRESS: _____ DATE: _____

Name of each occupant, date of birth & ss#:

1. _____ 3. _____

2. _____ 4. _____

PETS: _____ PHONE: _____ EMAIL: _____

PRESENT LANDLORD: _____ PHONE: _____ YEARS: _____

PRESENT ADDRESS: _____

PREVIOUS LANDLORD: _____ PHONE: _____ YEARS: _____

PREVIOUS ADDRESS: _____

EMPLOYER: _____ POSITION: _____ YEARS: _____

CO-AP EMPLOYER: _____ POSITION: _____ YEARS: _____

CURRENT OWNER OF HOME YOU INTEND TO BUY OR LEASE: _____

MAKE OF HOME: _____ YEAR: _____ SIZE: _____

PURCHASE PRICE: _____ BANK FINANCING: _____ MO. PYMNT: _____

REALTY AGENT: _____ CLOSING DATE: _____

APPLICANT NET MONTHLY INCOME: _____ CO-AP NET MONTHLY INCOME: _____

LIST LOANS ON BACK SIDE OF THIS APPLICATION (car, charge accounts, payment amounts and balances due)

WRITTEN VERIFICATION OF INCOME MUST BE SUBMITTED.

I / we acknowledge receipt of Community Rules dated effective 7/1/13.

I / we agree to uphold and maintain all Community Rules. .

I / we agree to allow management to check our credit & references.

SIGNED: _____ **SIGNED:** _____

To be completed by Lessor: Approved: _____

Work to be completed to home or yard: _____

BRUSH HILL

Please note when applying for approval

1. A completed application must be submitted.
2. You will receive an occupancy agreement and community rules.
3. Your application will be processed within ten days.
4. Lessee must have insurance coverage for bodily injury, property damage and storm & debris removal, as long as it can be purchased at reasonable rates.

After closing on your home

1. Lease payment is due the first of the month and must be mailed to:

**BRUSH HILL
P.O. BOX 415137
BOSTON, MA 02241-5137**

2. All other written correspondence must be mailed to Brush Hill 84 Loker St. Wayland, MA 01778.
3. You must obtain the Brush Hill mailbox keys from the seller. Your new address will be

Mr. & Mrs. _____
(your house # and street name)
West Springfield, MA 01089

4. Rubbish must be brought to the dumpster location. All rubbish must be in plastic bags. Large items are not accepted. They must be disposed of on your own. Recycling is mandatory.
5. Please do not drive any vehicles on your yard when moving into your new home, as there are underground utilities that could be damaged.

Brush Hill

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 secretary of communities and development and either a copy of the approvals thereof by the attorney general and said secretary or a certificate signed by the owner stating that neither the attorney general nor said secretary 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 a 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 fifty percent of the tenants 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 tenants 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.

BRUSH HILL COMMUNITY RULES - EFFECTIVE 7/1/2013

{Written correspondence should be mailed to Brush Hill, 84 Loker St. Wayland, MA 01778.}

OWNER: Kaufco - BH, Inc., 84 Loker St. Wayland, MA 01778

SIGNED: Adam H. Kaufman – owner _____

BRUSH HILL COMMUNITY MANAGEMENT COMPANY: Americad LLC. Email: americadproperties@gmail.com
Resident manager 413-734-4810

1.00 LEASE PAYMENT

1.01 The land lease payment is due and payable on the first day of each month, payable in advance and shall be mailed to:

BRUSH HILL
P.O. BOX 415137
BOSTON, MA 02241-5137

The rental amount and terms are listed in a separate agreement called an Occupancy Agreement, which Lessee must execute.

2.00 OCCUPANCY

2.01 All occupants must complete an application form (provided by Lessor) and receive written approval for tenancy. The application will be processed within ten days.

2.02 At least one occupant of the home must be of the age 55 years or older.

2.03 The number of occupants per home is based on conformity with 105 CMR Section 410.400 (B) which states: Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space; every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space for each occupant.

In any event, there cannot be more than two persons per bedroom as expressed in H.U.D. guidelines.

2.04 Lessor must be notified of any changes in the occupancy of a home.

3.00 PETS

3.01 Only two pets, which require outside facilities are permitted. When the pet(s) are outside, Lessee must adhere to Rule 3.02. No pets other than Dogs & Cats will be allowed unless the pet remains entirely within the home, and does not require outside facilities or disturb the peace and quiet enjoyment of other residents.

3.02 Dogs & Cats must remain primarily indoors, be restricted to their owner's yard, and not damage lawns or disturb neighbors. Dogs & cats are not permitted to relieve themselves on other residents' yards. Lessees must clean up all their pet's feces on their own homesite and along the roadside & common areas. Dogs & Cats must be accompanied by a person when outdoors. Dogs must be leashed when outdoors. Dogs are not to be tied up and left outdoors. Dogs must be licensed by the Town. Lessor recommends that dogs & cats be spayed or neutered. If repeated violations occur the Lessee must remove the pet or tenancy will be terminated.

4.00 UTILITIES

4.01 Water, sewer, & electric lines are installed underground to the point of connection at the home.

- 4.02 Lessee should install a check-valve in their water line to prevent drainage of the hot water tank when the water is shut off. Lessor will not be responsible for hot water tank damage.
- 4.03 All water lines, from the point of connection must be insulated with a properly installed heat tape. Heat tapes must be plugged in from October - April to prevent freezing of the water line.
- 4.04 Lessee shall not deliberately run water. Conservation is necessary.
- 4.05 Water is only to be used for normal household use. Lessees who wish to install sprinkler systems must obtain Lessors approval.
- 4.06 Lessee should use extreme care not to clog sewer lines with heavy matter. Under no circumstances should disposable diapers, sanitary napkins, tampons, coffee grounds, grease, and other similar items be discharged down toilets or drains.
- 4.07 Lessee shall be assessed for cost of repairs resulting from negligence or violations of these utility provisions.

5.00 OIL TANKS (not applicable as all homes have natural gas heat)

6.00 RESALE OF A HOME / SUBLEASES

- 6.01 Lessor requires Lessee give 30 days written notice before an intended sale or sublease.
- 6.02 Each prospective buyer/subletter must complete an application for tenancy. Buyer/subletter shall not be allowed until application has been made to Lessor and written approval has been given. Lessor will process the application within ten days. Approval shall not be unreasonably withheld as long as the applicant meets the rules and has sufficient financial resources and acceptable references. The buyer/subletter must execute the occupancy agreement & sign acknowledging receipt of the community rules.
- 6.03 A for sale or lease sign may not exceed a reasonable size for a residential community.

7.00 NEW HOMES

- 7.01 All new homes and replacements of existing homes must be approved by Lessor. The home must be built to the H.U.D. construction code and have horizontal siding and a pitched shingled roof.
- 7.02 A charge will be assessed for preparing a homesite for a replacement home. This charge will include cost of related materials and reasonable labor and equipment time to perform the necessary work.

8.00 REMOVAL OF A HOME

- 8.01 Thirty days notice must be given to Lessor before your home is removed.
- 8.02 A home that is damaged beyond repair must be removed within 30 days. After a home is removed, the Lessee must continue to pay rent to reserve the homesite for a replacement home.

9.00 HOME CARE

- 9.01 The exterior of a home must be kept clean, painted, and free from rust. Homes that have faded in color must be painted or re-sided. Windows, doors, and roofs must be in good repair.
- 9.02 Homes, decks, steps, additions, storage sheds, etc. must be maintained in accordance with local building codes, and be kept clean and painted. Any construction that is in poor condition must be repaired. If Lessee cannot repair the structure due to deterioration beyond repair, then the structure must be removed.

- 9.03 Ployfilm plastic covering of windows or screen porches is not allowed.
- 9.04 Solid vinyl skirting or prefab concrete skirting is required on homes & additions, providing access panels for utility connections. The skirting must be the type that is DESIGNED for manufactured homes with a top and bottom rail. The skirting must be installed in a professional manner. The color must complement the home as best as possible. Decks must be skirted with the same, or vinyl lattice.
- 9.05 Any Lessee, whose home is in violation of local health & building codes as determined by the building or health inspector, must correct the violation(s).

10.00 HOMESITE / YARD CARE

- 10.01 Storage of items such as, lawn mowers, snow plows, toys, junk & miscellaneous items are not allowed in a yard unless stored in a shed.
- 10.02 Lawns shall be mowed if grass exceeds 4" in height, and fertilized periodically. All yard leaves must be raked, bagged, & disposed of. Shrubs and trees shall be pruned periodically. The grass, newly planted seed, and other plantings must be watered when necessary.
- 10.03 Driveways & walks must be kept free of snow.
- 10.04 Landscaping and plantings are encouraged. Prior to the work a landscaping plan must be submitted to Lessor and be approved.
- 10.05 Fences or plantings, which could enclose the homesite at the lot line, are prohibited, as Lessor needs access to lots for maintenance.
- 10.06 Boats, trailers, campers, snowmobiles, etc. are not to be stored at Lessee's homesite. They can be brought to the homesite for loading, unloading and minor maintenance, although they can not remain at the homesite for more than one day per week. When at the homesite they must be parked in the driveway.
- 10.07 Lessor provides an area for storage of boats, trailers, campers, snowmobiles, etc.. This area is on a first-come basis as space is limited. If space is not available the Lessee must provide their own storage space outside of the Community. Lessor recommends Lessee have insurance coverage for the item they are storing. Lessor will not be responsible for vandalism or theft. Lessee must register the item they are storing with the Lessor. This area may only be used for items that are used quite frequently. We do not permit long term storage of items that very seldom get used, as space is limited.
- 10.08 Firewood can only be brought to your homesite AFTER it has been cut to stove length. The cutting of firewood with chain saws is not allowed as the noise disturbs residents and the larger size of logs is unsightly.
- 10.09 Only a maximum of ONE cord of firewood may be stored in a yard at any one time.
- 10.10 Firewood must be stacked neatly at the rear of the yard or in the least visible area. Lessor must approve the location.
- 10.11 Lean-tos to cover firewood or similar structures are not allowed.
- 10.12 Trash must be placed in PLASTIC BAGS and stored in covered containers in an enclosed secure location at Lessee's homesite. Trash must be brought to the central refuse location. Recycling is mandatory.
- 10.13 If a yard is not being maintained as required in rules #10.01, 10.02 & 10.03, Lessor will notify Lessee in writing as to what work must be done; Such work must be completed within 5 days. Lessee must complete the work within the specific time period or Lessor will perform what work is necessary at Lessee's expense. Lessee will be charged the cost of materials & an hourly labor rate of \$50.00.

11.00 NEW CONSTRUCTION (decks, storage sheds, etc.)

- 11.01 An application form (provided by Lessor) must be submitted before construction of a deck, steps, addition, awning, storage shed, clothesline, antenna, etc. may be constructed, and written approval by Lessor must be granted. Such approval shall not be unreasonably withheld.
- 11.02 Many types of construction require a Town building permit.
- 11.03 Any construction performed must have a neat and attractive appearance, and be constructed in a professional manner.
- 11.04 Depending on the homesite, (its size, topography & location of utilities) it may not be possible for Lessor to approve the construction.
- 11.05 Storage sheds must be PRE-BUILT or PANELIZED wooden framed buildings with wood or vinyl siding and a shingled pitched roof. Maximum size is 100 sq. ft., and 8 ft. in height at peak. The shed must be painted or stained to match the home as best as possible. Only one shed per home is allowed.
- 11.06 Decks must be constructed from pressure treated wood or vinyl materials.
- 11.07 Additions to homes must be PRE-BUILT or PANELIZED and have vinyl or aluminum siding to match the existing home.
- 11.08 Only small decorative fences are permitted.
- 11.09 Swings sets, tents, wading pools , trampolines, & basketball posts are not permitted. (our recreation area has most of this equipment)
- 11.10 Clotheslines must be the retractable reel type. They must be located behind the home or in the least conspicuous location.
- 11.11 Only standard residential radio & tv antennas are permitted. The 18" satellite tv antennas are also permitted. All such antennas must be mounted on the rear side of the roof as least visible as possible.

12.00 CONDUCT

- 12.01 Lessee shall not disturb the peace and quiet of other tenants.
- 12.02 Lessee, and their family & guests, shall comply with the laws of the State and ordinances of the Town including but not limited to all rules & regulations of the Health Department, Police Department, & Fire Department.
- 12.03 Excessive sound levels from voice, stereo, parties, vehicles, etc. are not allowed.
- 12.04 Public drinking is not permitted.
- 12.05 Day care of children is not allowed if it violates local ordinances or disturbs the peace and quiet of other residents.
- 12.06 Lessee shall not conduct any peddling, soliciting, or commercial enterprises of any nature without written consent from Lessor. Any such activities must comply with local ordinances, must not substantially disrupt the residential character of the community, and must not disturb the peace and quiet of other residents.
- 12.07 Lessee & their family, shall not damage Community property or other residents property or litter the grounds.

13.00 RECREATION FACILITIES

13.01 Lessor has no obligation to provide supervision personnel at recreation facilities. Lessee is responsible for the supervision of their children & guests.

14.00 AUTOMOBILE & TRAFFIC SAFETY

14.01 A maximum of TWO vehicles are allowed per homesite unless the driveway will accommodate more. Vehicles must be parked in the driveway, and not on the grass or in the street.

14.02 Visitors may park on the street if necessary, but only for short periods of time and not during snowstorms.

14.03 Vehicles larger than 3/4 ton pick-ups are not to be parked at homes without written permission.

14.04 Minibikes, snowmobiles or any other such recreational equipment are not to be operated on Community property.

14.05 The speed limit is 15 mph. All posted signs must be observed.

14.06 Only minor repairing of vehicles is allowed (tune-ups, tire changing, etc.). Oil changing is not permitted, as spills can occur creating environmental hazards.

14.07 Vehicles interfering with snow removal will be towed at owner's expense.

14.08 Any vehicle, which leaks fluids, must be repaired immediately. This leaking will cause contamination and pavement damage. If damage occurs, the Lessee will be liable for the cost of pavement repairs.

14.09 Vehicles must be in running condition, and be registered & inspected. Driveways are not be used for storage of vehicles.

14.10 A warning will be given for any of the above violations. If the warning is ignored and violation continues or is repeated, the vehicle will be towed at owner's expense.

15.00 MISCELLANEOUS

15.01 Lessee must have insurance coverage for bodily injury, property damage and storm & debris removal, as long as it can be purchased at reasonable rates.

15.02 Lessor shall have the right of entry upon the Lessee's homesite for inspection and maintenance purposes upon reasonable notice to Lessee except in the case of emergency creating a threat to the safety or property of Lessee or others.

15.03 Lessor considers lot boundaries to be approximately halfway between homes. There are no surveyed concrete boundaries.

15.04 Landscaping by the Lessee must remain upon sale or removal of the home, if Lessee cannot return the land to its original condition at Lessee's cost.

15.05 Lessor requires a Certificate of Liability Insurance for any outside contractor or individual prior to any service performed in the Community. This includes, but is not limited to landscaping, plowing, carpentry and other miscellaneous repairs. Brush Hill must be named as Certificate holder.

16.00 LEGAL

16.01 Lessee is responsible for bringing the community rules to the attention of their family, guests & sublessees. Lessee is responsible for any substantial violation of rules by their family, guests & sublessees.

- 16.02 In connection with the enforcement of these Rules; the prevailing party may be reimbursed for reasonable attorney fees, sheriff service fees, and related court fees.
- 16.03 After lessor receives court approval for possession of a lot, in the event lessee fails to remove or sell the manufactured home within 120 days after such approval, lessor may exercise the option of removing and storing the home at lessee's expense.
- 16.04 If any of the provisions of these Rules shall contravene or be invalid under the ordinance of the Town, the laws of the State, or the laws of the United States of America, such contravention or invalidity shall not invalidate the entire Rules, but they shall be construed as if not containing the particular word, phrase, provision or performance held to be invalid, and all other rights and obligations of the parties hereto shall be enforced accordingly.
- 16.05 Lessor may amend these Rules as set forth under G.L. c.140 & 940 CMR10.00.

Please be aware that the Attorney General of Massachusetts has promulgated regulations (940 CMR 10.00) relating to the conduct of Manufactured Housing Communities. Our office maintains a copy of these regulations

 REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community know as Brush Hill and located at West Springfield, 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) _____ (tenant name)
 _____ (homesite in Brush Hill)

 CERTIFICATION

Attached hereto is a copy of the certified mail receipts indicating that these rules and any changes thereto have been submitted to the Attorney General's office and the Department of Housing and Community Development. If these rules and changes thereto have been approved by any of these agencies we have attached copies of such approvals hereto. If copies of such approvals are not attached, neither the Attorney General nor said Secretary has taken any action with respect thereto within the period set forth in paragraph five (5) of section thirty-two L (32L) of Chapter one hundred forty (140). These rules shall be effective July 1, 2013.

 Brush Hill by Adam H. Kaufman