

Cranberry Village Residents 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 Cranberry Village Residents Association, Inc.; preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

All communities need some form or regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive, but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

## **The Board of Directors**

### Contact Information:

Cranberry Village Residents Association Inc.,  
75 Cranberry Road  
Carver, MA 02330  
508-465-0857

All calls forwarded to Bristol South Management Company

## **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 Cranberry Village Residents Association, Inc. and located at 75 Cranberry Road, Carver, 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

Cranberry Village Manufactured Home Community, 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

- a. Any person intending to establish tenancy in this Community (the "applicant") must first fill out an application with the Board of Directors/Property Manager in advance. The approval process must be completed after the initial sales agreement is reached, but before the sale or transfer of the manufactured home ("Home") is finalized. Tenancy applications shall be approved or denied by the Board of Directors/Property Manager and the Board of Directors/Property Manager 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 and regulations of the community, the applicant provides reasonable evidence of financial ability to pay the rent and other charges associated with the tenancy in question and meets the Board of Directors approved applicant-screening Policies and Procedures. The Board of Directors/Property Manager shall have ten (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.
- b. All applicants must join the Cranberry Village Residents Association Inc., and intend to reside in the Community.

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 be 55 years of age or older and apply for tenancy in accordance with the policies of the Board of Directors.

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 entitled to the Massachusetts Disclosure Requirements Form ("Written Disclosures") and shall include at a minimum the Community Rules and Regulations with attached "Important Notice Required by Law" 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 all common areas and facilities and any restrictions on their use.

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 within the first 5 days of each month. Fees will be imposed for either late payments thirty (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.

## 6. THE HOME SITE

A rented site shall be used as the site for only the Home, which is to be 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, if existing. Ancillary structures may be added on or expanded with the Board of Directors written consent, which consent shall not be unreasonably withheld or delayed. Plans must be submitted in writing to the Board of Directors and comply with Town of Carver building codes and meet the Community's aesthetic standards. No yard fences or pools are permitted. A building permit will be required from the Town of Carver Building Department, as well as the contractor's Certificate of Insurance.

## 7. OCCUPANCY

In every Home there shall be no more than two (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, pay for, maintain, and repair systems for providing water, sewage, disposal and electricity up to the point of connection to the Home in accordance with applicable laws. The corporation is not responsible for any irrigation system installed by residents.

### b. Residents Responsibility

Residents are responsible for paying for the maintenance and repair of utilities from the point of connection to the inside of the Home. Irrigation systems are the sole responsibility of the homeowner.

### 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 and utility services is not permitted. Only authorized park contractors may access meter boxes and utility services. Damage incurred as a result of the 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

The Corporation is responsible for supplying, maintaining, repairing and paying for utilities to the point of connection at each Home.

- i. If the piping or valves break, freezes or leaks, the resident is responsible for piping or valve repair at their sole cost and expense. Repairs to damaged or leaking piping should be made promptly to avoid excessive water usage and added costs to the park and other residents.
- ii. The resident is responsible for maintaining water piping and valves from the point of connection with the Home to the Home to prevent piping from breaking, freezing or leaking. Repairs to damaged or leaking piping must be made promptly to avoid excessive usage and added costs to the park and other residents.
- iii. If the water piping or valves from the point of connection to a Home breaks, freezes, leaks and/or bursts, the resident is free to hire their own plumbers, however, if the Homeowner fails to make prompt repairs, the Property Manager will give written notices to the Homeowner(s), unless the situation gives rise to 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 at the prevailing rates of the plumber/plumber company. These charges are due upon completion of the work.
- iv. Heat tape installation is highly recommended to aid in preventing the freezing of water pipes.

h. Winterization

Those Homes not occupied in the winter (November-March) must be winterized and the water services shut off in the ground at the resident's expense. The Board of Directors must be notified in writing thirty (30) days in advance.

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 thinks that a septic tank requires servicing for any reason, they are to contact the Property Manager.

j. Outside Light Post

- i. Members are responsible for the maintenance and upkeep of outside post lamps or any other outside lighting. Members must have written approval by Board of Directors prior to installation or removal of any such lighting and such approval shall not be unreasonably withheld or delayed. All

outside post lights on lots occupied by members must stay on from dawn until dusk for safety reasons.

- ii. Solar lamp posts are not allowed.

#### 10. SATELLITE DISHES

Residents may install satellite dishes no larger than that allowed by current F.C.C. regulations (up to thirty-nine inches (39") in diameter, as of August 2000), 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. The corporation will not be held responsible for damage from plowing for any unmarked lot lines. (snow stakes are recommended)

#### 13. WATER USE

- a. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking or dripping, and water shall not be left running to protect against freezing.
- b. Residents may use the Community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs is not acceptable, and this shall be applied in a reasonable and non-discriminatory manner.
- c. Watering of lawns is permitted by means of hand held watering devices and/or other water devices in accordance with schedules that reflect local ordinances and water bans that change from time to time. Such schedules shall be posted in common areas. Irrigation systems must have prior approval from the Board of Directors and a Corporation waiver must be signed. (see rule 9a, b)

#### 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.
- d. Yard waste and dead brush may be disposed of at the homeowner's expense, or in the horticulture area located on Presidents Way across from Pipers Way during scheduled open times only. Only residents are allowed to dump in this area no outside companies.

#### 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 on said lot.

- a. Skirting  
Skirting is to be installed and maintained around all Homes, additions, extensions and necessary structures in such a manner that the area directly beneath the Home and/or structure is not visible.
- b. Fences  
Fences are not permitted on the property. Fencing installed without the prior consent of the Board of Directors will be subject to removal at the resident's expense. Existing structures are grandfathered.
- c. Carports  
Residents are not permitted to erect carports of any kind on the property without proper permits and written consent from the Board of Directors.
- d. Garages  
Residents are prohibited to build a garage of any kind on the property.
- e. Laundry

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

f. Sheds

- i. Prior to the installation of any shed, the Board of Directors must approve in writing, the location of the shed to be erected. Such approval shall not be unreasonably delayed or withheld.
- ii. Each lot shall be limited to a single shed with dimensions no greater than 10' x 12' x 10' H. (120 sq. feet)
- iii. A plan to scale of the shed along with the builder's name and address must be submitted for approval by the Board of Directors.
- iv. Residents are responsible for the shed(s) on their said lot. Residents shall maintain the shed(s) in good order.

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. In addition, no trees planted by the Corporation shall be trimmed without the permission of the Board of Directors/Property Manager. Such approval shall not be reasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the Home site caused by the removal of such improvements.

b. Landscaping by 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) 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 and Home site. For those vendors, suppliers or contractors (the "vendor") whose provisions of goods or services may pose risks to the health, safety, welfare or property of other residents, the Corporation, 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 they have insurance (including workers compensation insurance) in an amount reasonably related to the size of the risk(s), and such reasonable 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

- a. 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.
- b. Home entrance from carports must be left clear for emergency access by ambulance, fire and police personal.

## 22. FIRE SAFETY

- a. 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 Carver 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. **No outside fire pits are allowed.**
- b. 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 Carver 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 Carver 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. Visiting minors must be supervised by the resident at all times and accompanied by the resident when off resident's premises.

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 7:00 A.M., or during the time period specified in any applicable Town of Carver by-law 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. Use of Firearms and Fireworks

Discharging of firearms, paint guns or air guns, BB guns and use of fireworks is prohibited within the Community.

e. Trampolines & Hot Tubs

The use of trampolines and Hot Tubs is prohibited. (see rule 13b)

f. Yard Sales

Yard sales are permitted within the Community, with the prior written permission of the Board of Directors/Property Manager. Anything not sold must be removed from the yard at the end of the day.

g. 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.

h. Illegal Drugs

i. 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.

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

- iii. 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

- a. Subject to the provisions of 940CMR 10.04(10), the Corporation may reasonably restrict pets that go outside of the home.
- b. The pet owner is responsible for cleaning up after their pet. All waste must be bagged and disposed of promptly and properly.
- c. Whenever a pet is outside your home, it must at all times be accompanied by the owner and restrained by leash. NO Kennels or pet fences are permitted.
- d. Pets will not be allowed to disturb the health, safety rights or quiet enjoyment of other residents. A pet should not create a nuisance to neighbors with excessive barking or other unruly behavior. The Association's receipt of three (3) documented pet rule infractions verified by the Association, the Association may take whatever steps are permitted by law to have the pet removed from the community, after the resident or residents have been afforded reasonable notice and an opportunity to respond.
- e. Residents shall not keep any livestock as pets, outside the home including but not limited to, rabbits, chickens, ducks, pigs and geese. (farm-type animals).
- f. There shall not be any cages, houses or structures of any type for any animal on the Home sites.
- g. 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. The pet owner shall ensure that their pet(s) do not disturb the peace and quiet of other residents.



- h. If the pet owner violates this pet rule, then the Board of Directors may require or request the owner to remove the pet.
- i. **UNDER NO CIRCUMSTANCES ARE RESIDENTS TO HARBOR AND/OR FEED STRAY CATS OR DOGS and/or wild animals.** Feeding such animals will attract others, thereby, creating a nuisance resulting in discomfort to other residents and an unsanitary condition in the Park.

## 27. VEHICLES AND PARKING

- a. Two (2) Personal Motor Vehicles Per Site  
Residents may park up to two (2) personal motor vehicles in their driveway, unless the driveway is three (3) vehicles wide. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8,600 pounds, with two (2) or more axles. Resident's must request written permission from the Board of Directors for the creation of one (1) additional parking space at the home owners expense 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. No overnight street parking is not allowed.
- b. Guest Parking  
In addition to parking in designated parking spaces on the Home site, guests may park their vehicles on the street, as long as they do not interfere with the safe passage of emergency vehicles, mailboxes and other residents' rights to the use and quiet enjoyment of their Homes and Home sites. Street parking is not allowed overnight or anytime during a snow event. (November 1st through April 1<sup>st</sup>)
- c. Unregistered Vehicles
  - i. No permanently unregistered vehicles or vehicles in obvious disrepair or in violation of Town of Carver 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 residents need to temporarily keep an unregistered vehicle on the Home site, the resident should contact the Property Manager. Authorization to temporarily (15 days) keep a vehicle on a Home site will not be unreasonable denied or withheld. Unregistered vehicles over 15 days will be towed at resident's expense, after resident notification.
  - ii. 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. (see RV/Boat Policy)
- 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 Carver authorities, be towed at the expense of the owner of the vehicle.

## 28. USE OF COMMUNITY ROADWAYS

- a. Speed Limit
  - i. All vehicles shall be driven at a safe speed within the Community. The posted speed limit shall not exceed 15 miles per hour.
- b. Interference with Residents' Right to Use and Quite Enjoyment
  - i. 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.
- c. The use of all-terrain vehicles: So-called dirt bikes, mini-bikes, snowmobile, or like equipment within the park is strictly prohibited. For golf carts see the Golf Cart Policy.

## 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 (10 Days) 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 spilled 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. (see Policy) 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. 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. A copy of the local permit to remove must be given to the Board of Directors/Property Manager prior to removal.

- ii. 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.
  - iii. 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 required 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.

### 32. BROKER FOR SALE OF HOMES

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

### 33. FOR SALE SIGNS

- a. Homeowners may place signs in their Homes or on their Home sites which advertise their Home as "For Sale." Homeowners using outdoor signs must be of a type available commercially and consistent with aesthetic standards for the exterior of the Home. Homeowners using outdoor signs must comply with Rule 18.
- b. Realtor yardarm signs are prohibited.

### 34. LIENS

- a. 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.

### 35. REPLACEMENT OF HOME

- a. 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 Carver requirements. In addition, any workers hired to install the Home must satisfy all applicable federal (HUD), state and Town of Carver laws, such as any applicable licensing, insurance and bonding requirements.
- b. 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 Carver building codes and/or instructions from the Board of Directors.
- c. Before any Home shall enter the Community, the Board of Directors must approve, in writing, the size, style, skirting and type of said Home.
- d. 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.
- e. 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.

### 36. 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 period is provided in an enforceable rule or applicable law.

### 37. COMPLAINTS

All complaints must be submitted on the approved Complaint Form. The Complaint Form must be completely 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.

#### 38. 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.

#### 39. 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.

#### 40. 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.

### **Cranberry Village Residents Association, Inc.**

Total 22 Pages - Approved on June 20, 2020 by the Membership.

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

Mary A Bowes  
CVRA Secretary