

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

## **Application for Membership Packet**

Thank you for your interest in our community. We hope you consider joining us as 55+ resident owners. We strive to maintain a positive and well-kept community.

### **About the Community**

- ✓ This is a people-oriented community, we help each other
- ✓ Good roads, water lines and septic
- ✓ Conveniently located for natural beauty, employment, and shopping
- ✓ Clean and well maintained
- ✓ Strong sense of community
- ✓ Members (you) create and live by the Community Rules. Please read them before you join.

### **About the Application Process**

- ✓ Return it fully completed with all of the requested documentation, including:
  - 1. Application for Membership Must be 55+ at time of application submission.**
  - 2. Consumer Authorization and Release Form**, completed by all applicants.
  - 3. A copy of photo identification** for each applicant.
  - 4. Community Rules/Bylaws/ Draft only Occupancy Agreement Acknowledgment Form**
  - 5. Proof of income**, including the previous 3 month's (week's) pay-stubs and the previous year's Federal Income Tax Returns, proof of Social Security and/or SSD income, annuities and/or proof of any other sources of income.
  - 6. Pet Registration**, if applicable.
  - 7. Resident Owned Community Living**
  - 8. Copy of the P&S Agreement.**

*Please note that incomplete applications will be returned to the Applicant, along with a Notice of Adverse Action.*

- ✓ **Complete applications** received by Bristol South will be processed within ten (10) calendar days. Applicants are notified of their acceptance or denial in writing. Email to [Cindy@bristolsouth.net](mailto:Cindy@bristolsouth.net)

✓ Once approved Schedule a meeting with the Membership to sign paperwork.

**After you close on your new home, before you may move in you must,**

- ✓ BRING A COPY OF YOUR BILL OF SALE to you appointment with membership.
- ✓ Pay your \$150.00 Membership Fee (this one-time fee is fully refundable when you sell your home, less any outstanding fees owed to the Association).
- ✓ Execute the Occupancy Agreement, with all household members listed.
- ✓ Pay a months lot rent of \$530.
- ✓ Learn how the Association works; attend a board meeting.
- ✓ Sign up to participate on a committee.
- ✓ Get to know your neighbors- you are now part of the community!

If you have questions, please email or call

Brenda Bakal Chair of the Membership

Committee. She can be reached at

[prescvra@gmail.com](mailto:prescvra@gmail.com) or 610-207-5644

[Cindy@bristolsouth.net](mailto:Cindy@bristolsouth.net)



## Resident-Owned Community Living

Living in a Resident-Owned Community (“ROC”) is different from living in an investor-owned park. This type of community living is unique – homeowners in ROCs are not simply tenants in a park, they are *members* of a ROC and *owners* of a business. As a ROC member it is important for you to understand that:

- The ROC is a nonprofit organization incorporated under applicable Massachusetts laws. It is owned by its members. Individual homeowners do not own the land underneath their homes; the ROC does. Despite its nonprofit status, the ROC is run much like a business.
- The ROC has member-approved Bylaws, which spell out how the business is governed.
- The ROC is democratically governed by a one-member, one vote system. Each member (that is, each household), has equal decision-making authority.
- New homeowners moving into the community are required to become members, binding them to the Bylaws and Community Rules and enter into an Occupancy Agreement, which is the tenancy agreement with the ROC. The Occupancy Agreement also refers to and is subject to the Bylaws and Community Rules.
- Members elect a Board of Directors to carry out the day-to-day tasks of running a business. The Board then appoints committees to take on other tasks.
- Members have control over big decisions, such as carrying charges (rent), approving the annual budget, electing a Board and amending the Bylaws or Community Rules.
- Members can be expelled from the ROC (which is *different* than being evicted from the community) for obstructing the management of the ROC. This is a serious matter and not to be taken lightly – members who are expelled typically lose voting and other privileges.

The Board, officers and the appointed committee members must adhere to the ROC’s Bylaws and Community Rules, as well as to state and federal laws. They are also ROC members, and are accountable to their fellow members. They must run the ROC in a fair, consistent, democratic and businesslike manner.

ROC membership has rewards, rights and responsibilities. The strength of a ROC is directly related to the participation and commitment of its members. By participating in the ROC, members can help reduce costs, build a vibrant neighborhood.



**Cranberry Village Residents Association Inc.  
Application for Membership**

**All information must be filled out completely. Incomplete applications will be returned to the applicant(s). If a question does not apply, place “n/a” in the space provided. Please print all information legibly.**

Applying for: (address)\_\_\_\_\_

Current owner:\_\_\_\_\_

**Applicant:** \_\_\_\_\_ 55+ Y or N

**Co-applicant:** \_\_\_\_\_ 55+ Y or N  
(if more than two applicants, please ask for an additional application)

**Name(s) on Title:**\_\_\_\_\_

**Current address:**\_\_\_\_\_

\_\_\_\_\_

Home phone:\_\_\_\_\_ Cell phone:\_\_\_\_\_

Length of time at this address: \_\_\_\_\_

Current landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

**If less than three (3) years at current address, list previous addresses:**

Address (street, city, state, zip):

\_\_\_\_\_

Landlord \_\_\_\_\_ Phone: \_\_\_\_\_

Address (street, city, state, zip):

\_\_\_\_\_

*(continued)*

Landlord \_\_\_\_\_ Phone: \_\_\_\_\_

Applicant employer: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Co-applicant employer: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Please list all monthly income to be considered towards payment of lot rent:

**Applicant income:**

Income amount \$ \_\_\_\_\_  
Income amount \$ \_\_\_\_\_  
Income amount \$ \_\_\_\_\_  
Total monthly income \$ \_\_\_\_\_

**Co-applicant income:**

Income amount \$ \_\_\_\_\_  
Income amount \$ \_\_\_\_\_  
Income amount \$ \_\_\_\_\_  
Total monthly income \$ \_\_\_\_\_

**Anticipated monthly expenses:**

Mortgage(s): \_\_\_\_\_

Car Payment(s): \_\_\_\_\_

Electric: \_\_\_\_\_

Auto Insurance: \_\_\_\_\_

Cable/Internet: \_\_\_\_\_

Homeowners Ins.: \_\_\_\_\_

Heat: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Other: \_\_\_\_\_

Number of persons 55+ who plan to occupy home \_\_\_\_\_

Are you or any members of your household required to register as a sex offender?

Yes  No

Please list three personal (not professional) references who can speak to your likelihood to pay your rent in a timely manner, obey the community rules and be a good Association member. References may not include relatives.

*(continued)*

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

**Please read the following information before signing this application:**

To join Cranberry Village Residents Association Inc., I/we are aware that a Membership Fee of \$100. must be paid before I/we occupy the home. I/we understand that I/we may not move in until approval is made. I/we understand that the home must be lived in by the family/household purchasing and cannot be rented out except under extraordinary circumstances as determined by the Association. I/we understand that every household member must be aged 55 or older. I/we understand that this application in no way guarantees my/our acceptance into the Association. I/we authorize the Association to obtain information from current/former employers, friends and current/previous landlords. I/we hold harmless Cranberry Village Residents Association Inc., its contracted Property Manager, and its employees and/or tenants, from any action arising from these inquiries.

**The Association does not discriminate based on sex, race, religious creed, color, marital status, marital status, familial status, physical or mental handicap, blindness, hearing impairment, ancestry, receipt of public assistance, veteran status or membership in the armed forces, children or national origin or on account of that person's sexual orientation in the approval of its members. Because this is an age restricted community the age discrimination clause does not apply.**

**If any information in this application is found to be false, this is immediate grounds for denial of Membership.**

**Disclaimer:** I/we understand that should I/we be accepted as a member of the Association, misrepresentation of information on this Application for Membership may be grounds for member expulsion according to the Association Bylaws. Such expulsion would result in the loss of membership. Loss of membership/expulsion would result in the loss of voting

*(continued)*

privileges, loss of member credit toward rent, and may lead to eviction. By signing this application, I/we attest that this is accurate and true information to the best of my/our knowledge.

**Applicant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-applicant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTE:** Applications that are incomplete, illegible and/or are not accompanied by the proper documentation will be returned to the applicant(s) and considered as NOT having applied for tenancy in a manufactured housing community relative to 940 C.M.R. 10.01(2).



## COOPERATIVE DEVELOPMENT INSTITUTE

The Northeast Center  
for Cooperative Business

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus that gather and sell information about your creditworthiness to creditors, employers, landlords, and other businesses. The FCRA gives you specific rights, which are summarized below. You may have additional rights under state law. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit), or write to: Consumer Response Center, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

**You must be told if information in your file has been used against you.** Anyone who uses information from a consumer reporting agency to deny your application for credit, insurance, or employment – or take another adverse action against you – must tell you and give you the name, address, and phone number of the agency that provided the information.

**You can find out what is in your file.** At any time, you may request and obtain your report from a consumer reporting agency. You will be asked to provide proper identification, which may include your Social Security Number. In many cases the report will be free. You are entitled to free reports if a person has taken adverse action against you because of information in a report; if you are the victim of identify theft; if you are the victim of fraud; if you are on public assistance; or if you are unemployed but expect to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit bureaus and from some specialized consumer reporting agencies. See [www.annualcreditreport.com](http://www.annualcreditreport.com) for details about how to obtain your free report.

**You have a right to know your credit score.** Credit scores are numerical summaries of a consumer's creditworthiness based on information from consumer reports. For a fee, you may get your credit score. For more information, click on [www.ftc.gov/credit](http://www.ftc.gov/credit). With some mortgage transactions, you will get your credit score information without charge.

**You can dispute inaccurate information with the consumer reporting agency.** If you tell a consumer reporting agency that your file has inaccurate information, the agency must take certain steps to investigate unless your dispute is frivolous. For an explanation of dispute procedures, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

**Inaccurate information must be corrected or deleted.** A consumer reporting agency or furnisher must remove or correct information verified as inaccurate, usually within 30 days after you dispute it. However, a consumer reporting agency may continue to report negative data that it verifies as being accurate.



**Outdated negative information may not be reported.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

**Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need as determined by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

**Identity theft victims and active duty military personnel have additional rights.** Victims of identity theft have new rights under the FCRA. Active-duty military personnel who are away from their regular duty station may file "active duty" alerts to help prevent identity theft. For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**Your consent is required for reports that are provided to employers.** A consumer reporting agency may not give out information about you to your employer, or potential employer, without your written consent. Blanket consent may be given at the time of employment or later.

**You may choose to remove your name from consumer reporting agency lists for unsolicited credit and insurance offers.** These offers must include a toll-free phone number you can call if you choose to take your name and address off lists in the future. You may opt-out at the major credit bureaus by calling 1-888-567-8688.

**You may seek damages from violators.** If a consumer reporting agency, a user of consumer reports, or, in some cases, a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them in state or federal court.

The FCRA gives several federal agencies authority to enforce the FCRA:

<b>TO FILE A COMPLAINT AND FOR INFORMATION:</b>	<b>PLEASE CONTACT:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center - Washington, DC 20580 CRA 1-877-382-4367
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corp Division of Depositor and Consumer Protection Washington, DC 20429 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - Washington, DC 20250

*Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

**Cranberry Village Residents Association Inc.  
Bylaws/Community Rules/Occupancy Agreement  
Acknowledgement Form**

I/We \_\_\_\_\_ are applying for membership in Cranberry Village Residents Association Inc, (the “Corporation”), which is the Member-owned association operating the Manufactured Home Park Community known as Cranberry Village, as a condition to ownership of the lot located at \_\_\_\_\_(street address). I/we have received and read a copy of the Corporation’s Bylaws, Community Rules governing conduct at Cranberry Village, and Occupancy Agreement governing my/our tenancy at the Community.

By signing and dating this form, I/we acknowledge that we understand and will obey the Bylaws, Community Rules, and Occupancy Agreement governing our occupancy of lot \_\_\_\_\_ and our conduct at Cranberry Village. I/we acknowledge that we have been duly informed that a copy of the Massachusetts Attorney General’s regulations regarding conduct of Manufactured Homes Communities is posted in the office of the Corporation.

If I/we do not follow these Bylaws and Rules, I/we understand that this could be grounds for expulsion from Membership and/or eviction from the Community.

I/we acknowledge that we understand any home with an irrigation system is the sole responsibility of the home owner, at no time is CVRA responsible for any maintenance or repairs to said irrigation system.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Cranberry Village Residents Association Inc.,**  
**Consumer Authorization and Release**  
(Please print clearly)

**Applicant** \_\_\_\_\_

First                          MI                          Last

Social Security # \_\_\_\_\_

Date of birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
                             Mo.                          day                          year

Current address: \_\_\_\_\_

\_\_\_\_\_ city  
   state                          zip

How long at this address? \_\_\_\_\_

**Co-Applicant Name** \_\_\_\_\_

First                          MI                          Last

Social Security # \_\_\_\_\_

Date of birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
                             Mo.                          day                          year

Current address: \_\_\_\_\_

\_\_\_\_\_ city  
   state                          zip

How long at this address? \_\_\_\_\_

I/We hereby authorize **Cranberry Village Residents Association Inc.**, to obtain my/our consumer report/credit information, credit risk scores and other enhancements to my/our consumer report (hereinafter collectively referred to as ‘‘Report’’) from one or more of the three national credit reporting repositories (Equifax, Experian, Trans Union) and provide a copy of the Report to:

**Cranberry Village Residents Association Inc.**, for the purpose of assessing my/our **Application for Membership** in said Cooperative. I/We understand that ‘other enhancements’ includes conducting a national criminal background check, to which I/We give my/our consent.                          *(Continued)*

This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. § 1681b(a)(2).

**I/WE further authorize the Cranberry Village Residents Association Inc,** to contact the references listed on my/our application in order to assess my/our **Application for Membership** in said Association.

**I/WE further authorize the Cranberry Village Residents Association Inc.,** to verify past and present landlord references in order to assess my/our **Application for Membership** in said Association.

It is understood that a photocopy and/or facsimile of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my/our **Membership Application.**

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-applicant

\_\_\_\_\_  
Date

# Cranberry Village Residents Association Inc.

## Pet Registration Form

**Please fill out one form per pet**

Pet owner's name(s) \_\_\_\_\_

Pet owner's address: \_\_\_\_\_

Pet owner's phone number: \_\_\_\_\_

Pet owner's email address: \_\_\_\_\_

Pet's name: \_\_\_\_\_ Tag #: \_\_\_\_\_

\_\_\_\_\_ cat

\_\_\_\_\_ dog

Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Insurance company: \_\_\_\_\_ Phone: \_\_\_\_\_

Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Agent: \_\_\_\_\_

If you are not at home, who can handle this pet?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Failure to comply with the Community Rules, specifically related to pets, is a breach of your Occupancy Agreement and is sufficient grounds for eviction. C.M.R. 10.04 (10)

The Community Rules, specifically related to pets, will be strictly enforced.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Cranberry Village Residents Association

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## **ARTICLE 1**

### **Corporate Information**

The name of this Corporation shall be Cranberry Village Residents Association, Inc., herein after referred to as the "Corporation," shall have its permanent office at 75 Cranberry Road Carver, in the Commonwealth of Massachusetts.

## **ARTICLE 2**

### **Purposes**

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

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

#### **2.2 Purposes**

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

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

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

## **ARTICLE 3**

### **Members**

#### **3.1 Eligibility**

A "Member" is defined as an individual(s) senior citizen, age 55 years of age or older subject to section D below without regard to their race, color, gender, sexual orientation, gender identity, age, religion, disability, receipt of public assistance, familial or marital status, ancestry, national origin genetic information, veteran or active military status who:

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

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

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

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

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

D. Any owner/occupant of a home in the community as of 6/22/2012 who were not 55 years of age on 6/22/2012 became members with full benefits as provided herein.

E. Any occupant of a home in the community as of 6/20/2020 who were not 55 years of age on 6/20/2020 will be allowed to continue to reside in the community as long as all occupants living in the home have passed the vetting process and are listed on the Owners Occupancy Agreement, as of 6/20/2020.

### **3.2 Membership Rights**

- A. A Member will have a perpetual right to occupy a lot within the Community as long as he or she continues payment of the lot rent and remains in compliance with the other terms of the Member Occupancy Agreement, the Bylaws of the Corporation and the Community Rules and Regulations established by the Members, all as they may be amended from time-to-time. However, if a Member is evicted from the Community or moves out of the Community, that Member will lose his or her right to occupy said lot.
- B. Only one Membership interest will be assigned to a home, and only one full vote may be exercised under a Membership interest.

### **3.3 Membership Obligations**

- A. All Members and non-Members are required to pay their lot rent. This lot rent, initially established by the Membership of the Corporation, may be increased by a majority vote of the Corporation Board of Directors or by a majority vote of the Membership, consistent with Article 5.2 (D) of these Bylaws, with a thirty (30) day written notice to all Members and non-Members.
- B. A Member will participate cooperatively in the operation of the Corporation.
- C. "Live in personal caregivers or healthcare providers, pursuant to written certification by a licensed physician, who reside within the Community are considered "Guests" of the Tenant. 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 or if under 55 years of age must file an application for an extension of the ninety (90) day guest policy and provide written certification by a licensed physician that the resident requires the assistance of the live-in personal caregiver. "Caregiver is defined under M.G.L. c.236(a) as "as individual, 18 years of age or older, who is duly designated as a caregiver by patient pursuant to M.G.L. c. 256 (a) and is willing and physically able to provide aftercare to a patient in the patient's residence" every ninety (90) days thereafter. If the resident vacates the home and/or a live-in personal caregiver is no longer required in the opinion of a licensed physician the "Guest must vacate the premises, within 15 days".

### **3.4 Enrollment of Members**

- A. Owners of homes seeking to reside in a Home and lease a lot in the Community must become Members of the Corporation. Applicants seeking Membership shall:
  - 1. Apply for Membership on a form prescribed by the Board of Directors;
  - 2. Be approved for Membership by a majority vote of the Board of Directors;

3. Pay the Membership fee in full;
  4. Execute a Member Occupancy Agreement; Membership Agreement
  5. Have an intent to occupy a home in the Community; and
  6. Commit to the purposes and policies of the Corporation, including the Community Rules and Regulations, and these Bylaws.
- B. Owners of homes in place at the time the Corporation purchases the Community have the right to become Members without Board of Directors approval as per (2) above, but must fulfill all other Membership enrollment conditions (1), (3), (4), (5), (6) above.
- C. Buyers of homes may be approved for Membership conditional upon purchase and occupancy of the home.
- D. A person is considered a buyer or owner if he or she seeks to or does own or co-own a Home directly or through his/her/their "Living" or "Grantor" trust (see definition at paragraph 3.1 above) or becomes the subsequent beneficiary of a trust, previously existing as a living trust, upon death of the Grantor, or upon devise or distribution from a deceased Member's estate, or any other event. If an existing Member transfers title to a Home to his or her "Living" or "Grantor" trust must furnish the Corporation with either a copy of said trust document or a letter of opinion from an attorney stating that the trust to which the title has transferred is a revocable, Grantor trust wherein the Member(s) is (are) the Trustee(s) during his/her/their lifetime, or competency, and with said Member(s) as the sole beneficiary during his/her/their lifetime.

### **3.5 Membership Fee**

The Membership Fee shall be one Hundred Fifty Dollars (\$150.00) due at sign in. New residents, must meet with Membership Committee before they can move into the community, Members shall receive a refund of their paid membership fee only when their home is sold. Membership Fees do not accumulate interest.

- A. A Certificate of Membership ("Certificate") shall be issued to any Member, or to the trustee of any Member's "Living" or "Grantor" trust, who has fully paid their Membership Fee. This Certificate shall entitle the holder (or, in the case of a "Living" or "Grantor" trust, the trust Grantor only) to occupancy of a lot in accordance with the Member Occupancy Agreement, provided that the holder also abides by the Community Rules of the Corporation and does not interfere with the effective operation of the Corporation. The Certificate is not transferable, except by will or trust distribution by a permissible trust, or the rules of law that apply if someone dies without a will, to someone that would otherwise be eligible for Membership. A Membership may not be transferred to someone or some trustee or beneficiary who does not plan to own the home and reside in the Community nor shall a "Living" or "Grantor" trust continue to hold a Membership interest beyond the usual and customary time required for a wind up of a probate estate, should title have passed by that means and

occupancy during such periods shall not extend to any other party not previously permitted Membership and occupancy.

- B. The Board of Directors reserves the right to use all or part of a Member's Membership Fee to pay any debt due to the Corporation, or expenses incurred as a result of a member's actions or non-actions, in regards to the Corporation; such debts and expenses being legally the responsibility of the Member. The Member shall replenish a capital balance decreased on such account in order to remain in "good standing."

### **3.6 Termination and Expulsion**

- A. Any Member whose activity in the Corporation is contrary to basic corporation principles (see copy of International Cooperative Principles attached hereto and incorporated herein by this reference) or who endangers the effective operation of the Corporation may be expelled from Membership in the Corporation by the Board of Directors. Loss of Membership carries with it a loss of all Membership privileges, including the perpetual right to occupy said lot and any Member incentives. Written notice of the charges against each Member and a hearing before the membership as outlined in section 3.6 (B) shall be provided before any such expulsion. The Member's certificate shall be repurchased for the amount of the Membership Fee paid, less any debts owed and expenses due and owing the Corporation on behalf of the Member, and if and when there are sufficient reserve funds as determined by the Board of Directors. A member who has been expelled from Membership, but who has not been evicted, is required to sign a new Occupancy Agreement designated for non-Members. An eviction of the Member shall automatically terminate his or her Membership. The Board of Directors will hold a hearing to determine if there is reason to call a Special Meeting of the Membership to vote on expulsion of the Member. If the Board determines that a vote on expulsion of the Member should occur, the Board will call a Special Meeting for the purpose of determining whether this member should be expelled. In order to expel a Member, three-quarters (3/4) of the members present at the Special Meeting must vote for expulsion. The Number of members voting for expulsion must also be at least a majority of the Members in the community. This is in accordance with Massachusetts General Laws, Chapter 180:18
- B. A Member need not be expelled before being evicted. Re-application for Membership will require Board of Directors review and Membership approval before re-issuance of a Certificate of Membership. The reason for the expulsion shall be clearly stated, recorded, placed in the permanent file and a copy given to the Member. A failure to terminate Membership shall NOT deny the Board of Director's right to bring about eviction in a competent court of law and the denial of a Membership termination shall have no presumptive impact on grounds for eviction. If the Member chooses to be represented by an attorney, the Member shall bear sole responsibility for all legal fees incurred by the Member. In no case will the Corporation will be responsible for legal fees of the member.

### **3.7 Member Refunds**

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

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

## **ARTICLE 4**

### **Sale and Rental of Homes**

#### **4.1 Use of Homes**

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

#### **4.2 All Home Sales**

- A. Any Member or non-Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in

place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. It is the responsibility of the seller to supply potential buyers with information regarding the requirements that all buyers become Members of the Corporation. The seller shall supply the Corporation with the name(s) and telephone number(s) of any buyers who have signed a Purchase and Sales Agreement. See the exception for certain trust transfers contained in paragraph 3.4 (D), which applies here as well.

- C. If the Corporation is owed money by the resident or the resident is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by the resident for the sale of the home to a new buyer, but may insist that the consent or transfer documents or Bill of Sale be transmitted directly to the escrow or closing agent with a Notice of Lien on the Resident's home for those amounts due and owing the Corporation. The documents shall only be recorded upon payment to the Corporation of all outstanding balances due the corporation.

#### **4.3 Sale of Member Homes**

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

#### **4.4 Vacant Lots**

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



suitable household. The Board will keep a waiting list for these purposes.

#### **4.5 Owned Housing Units**

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

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

#### **4.6 Home Rehabilitation**

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

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

## **ARTICLE 5**

### **Membership Meetings**

#### **5.1 How the Membership Can Legally Act**

- A. The Membership may act only at a properly called meeting of the Membership where a quorum is present. Thirty (30%) of the current Membership shall constitute a quorum at a Membership meeting.
- B. A Member who is not in good standing (as defined by these Bylaws, Article 3.1) shall be ineligible to vote upon any matter and shall not be counted toward a quorum.
- C. There shall be no voting by proxy, nor shall a proxy be counted towards the establishment of a quorum. The existence of a quorum shall be established at the beginning of each meeting and shall remain valid until the meeting is adjourned.
- D. If a quorum has been achieved, any motion for consideration that is properly noticed before the meeting shall be approved by a majority vote of Members present, except for motions affecting the Bylaws and Community Rules and Regulations.

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

## **5.2 Annual Meeting**

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

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

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

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

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

### **5.3 Special Meetings of the Membership**

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

1. The President on his or her own initiative;
2. The Board of Directors on its own initiative;
3. The Secretary of the Corporation upon petition of at least one-tenth (1/10) of the Members, such member petition may be delivered to the Secretary (or in the event the Secretary is unable or unwilling to call such a meeting, then by any other officer upon receipt of such petition which officer shall call a special meeting). The Board of Directors shall set the date, place and time of the Special Meeting, to be held within thirty (30) days after it initiates such meeting or within thirty (30) days of receipt of such demand, as the case may be.

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

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

## **ARTICLE 6** **Board of Directors**

### **6.1 Number and Term of Directors**

- A. The Board of Directors shall consist of seven (7) Members who are in good standing with the Corporation.
- B. Directorships will not be denied to any person on the basis of race, color, gender, sexual orientation, gender identity, age, religion, disability, receipt of public assistance, familial or material status, ancestry, national origin, genetic information or veteran or active military status. To be eligible to serve as a director, an individual must be a member homeowner of a manufactured housing unit in the Community and be a member in good standing with the Corporation. All Directors are required to be physically present in the community for a minimum of ten (10) months of the year.
- C. All Directors shall serve for a term of two (2) years, Once elected, or until their successors are duly chosen.
- D. No more than one individual from each Member household may serve on the Board of Directors at any given time.

### **6.2 Election of Directors**

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

- D. The Board of Directors may allow for an absentee ballot for the following reasons:
1. Vacation
  2. Hospitalization
  3. Shift work
  4. Travel
  5. infirmity

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

### **6.3 Powers**

- A. The Board of Directors shall be responsible for the day-to-day management and control of the Corporations operation. All policies which do not require Membership approval as stated in 10.3, will be adopted and amended by the Board of Directors at a board meeting.
- B. No Director may act on behalf of the Corporation unless duly authorized by the Board of Directors.
- C. Any matters outside of the ordinary course of business or that involve the sale or encumbrance of assets shall require Member approval.
- D. The Board of Directors may from time-to-time set up committees and/or ad-hoc groups to work on specific responsibilities, with the committee Members serving at the pleasure of the Board of Directors. These committees will report to the Board of Directors and operate with only as much authority as granted by the Board of Directors. Further explanation of these committees may be found in the policies of the Board of Directors.

### **6.4 Resignation**

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

### **6.5 Removal**

- A. Board members who are not in good standing, as defined by the Bylaws, will automatically be removed from the Board. Notice will be given and the Board Member will have 30 days to return to good standing before removal by a Board vote.
- B. Any Director whose actions are determined to negatively affect the operation

of the Corporation may be removed by a majority vote of the Members present at any regularly scheduled or special meeting of the Membership where a quorum is present, Said Director must have ten (10) day notice, a fair and public hearing a right to counsel and the opportunity to present a defense. notice of a vote to remove shall only be made after:

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

## **6.6 Vacancies**

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

## **6.7 Compensation**

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

## **ARTICLE 7**

### **Officers**

#### **7.1 Roster of Officers**

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

#### **7.2 Election and Removal of Officers**

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

#### **7.3 President**

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

#### **7.4 Vice President**

The Vice President shall preside at all meetings in the absence of the President and shall perform such duties delegated to him or her by either the Board of Directors or the President. He or she shall report on the activities of the President to the Board of Directors in the absence of the President. If the President resigns from or is removed from the Board of Directors, the Vice-President becomes the Acting President until the next Annual Meeting.

#### **7.5 Secretary**

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

#### **7.6 Treasurer**

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



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

## **7.7 Powers**

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

## **ARTICLE 8**

### **Board Meetings**

#### **8.1 Regular Meetings**

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

#### **8.2 Special Meetings**

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

#### **8.3 Open Meetings**

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

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

#### **8.4 Notice**

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

#### **8.5 Quorum**

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

#### **8.6 Action without a Meeting**

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

#### **8.7 Proxy Voting**

Proxy voting is prohibited.

### **ARTICLE 9**

#### **Indemnification and Bond**

##### **9.1 Indemnification**

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

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

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

## **9.2 Bond**

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

## **ARTICLE 10** **Operations**

### **10.1 Signing of Documents**

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

### **10.2 Disbursement of Funds**

- A. All authorizations and/or checks disbursing funds from any of the Corporation's accounts will require the signatures of at least two (2) Directors. Or contracted agent. No more than one (1) individual from each Member household may have signing authority.
- B. Any decisions that may commit expenditures of three thousand dollars (\$3,000) or more of Corporation resources per fiscal year that does not appear in the approved annual budget, shall be made by the Membership at an Annual or Special Meeting of the Members. Capital Improvement and Replacement Reserve expenditures that do not appear in the Member-approved Capital

Improvement Plan and that exceed four thousand dollars (\$4,000) per fiscal year, require the approval of the Membership, except in cases of emergency repairs. The Board of Directors shall notify the Membership of such an emergency action at the next Regular or Special Meeting of the Membership.

### **10.3 Ethics, Procurement and Conflict of Interest**

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

### **10.4 Records**

The records of the Corporation shall be kept by the Board of Directors then in office and transferred to newly elected Directors upon changeover. All physical records of the corporation shall be kept in the CVRA office at 75 Cranberry Road Carver per the records retention chart.

### **10.5 Inspection of Books and Records**

- A. Records of the Corporation shall be open to the inspection of any Member at a reasonable time and place within 3-5 business days of a Member's request, limited to those items not protected for reasonable privacy concerns of Members, including, but not limited to, financial applications, credit reports, hardship applications, materials discussed in executive session and individual collection matters.
- B. Copies of non-confidential approved records will be made available to members within 3-5 business days of members request in writing. All printed or scanned copies will be at a cost of \$0.15 cents per page.
- C. The Treasurer will make the Annual Financial Statements available to the Board of Directors within three (3) months after the end of the fiscal year.

### **10.6 Fiscal Year**

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

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

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

**10.8 Dissolution**

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

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

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

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

**ARTICLE 11**

**Rules of Procedure**

In case of any question not covered in these Bylaws or adopted Board policies, the guidelines in "Parliamentary Procedure for Manufactured Housing Community Corporations" as published by the Management Guide © 2003, 2007 2014 ROC USA, LLC or the foundation document, The Standard Code of Parliamentary Procedure, Robert's Rules of Order, Newly Revised shall prevail.

**CERTIFICATION**

I hereby certify that these Bylaws were adopted by the Membership of Cranberry Village Residents Association, Inc. at its meeting held on June 20, 2015 and amended on July 25, 2018 and June 20, 2020 and May 15, 2021 and June 18, 2022

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

Mary A Bowes CVRA Secretary

# International Cooperative Alliance Principles

## **1st Principle: Voluntary and Open Membership**

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

## **2nd Principle: Democratic Member Control**

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

## **3rd Principle: Member Economic Participation**

Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership.

Members allocate surpluses for any or all of the following purposes: developing their cooperative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.

## **4th Principle: Autonomy and Independence**

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

## **5th Principle: Education, Training and Information**

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

## **6th Principle: Cooperation among Cooperatives**

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

## **7th Principle: Concern for Community**

Cooperatives work for the sustainable development of their communities through policies

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



**DRAFT**

**Cranberry Village Residents Association, Inc.**

75 CRANBERRY ROAD

Carver, MA 02330

**Member Occupancy Agreement**

This Agreement, made and entered into at Carver, Massachusetts, *Commonwealth* of Massachusetts this \_\_\_\_\_ by and between CRANBERRY VILLAGE RESIDENTS ASSOCIATION, INC., a not-for-profit corporation duly organized under the Commonwealth of Massachusetts, having its principal place of business at 75 Cranberry Road, Carver, Massachusetts, 02330 Phone: 508-465-0857, (hereinafter called the "Corporation"), and \_\_\_\_\_ (hereinafter called the "Member") of \_\_\_\_\_ Carver, Massachusetts, being in said Community.

WHEREAS, the Corporation was organized to own and operate a manufactured housing community, now known as Cranberry Village Residents Association, (hereinafter called the "Community"), for the benefit of its Members and others; and

WHEREAS, the Member has been provided a complete copy of the Articles of Incorporation and the Bylaws of the Corporation and is familiar with their terms; and

WHEREAS, the Member has a bona fide intention to reside in the Community, and to continue such residence during Membership; and

WHEREAS, the Member has paid or agrees to pay the one-time Membership Fee of one-hundred dollars (\$150.00); and

WHEREAS, the Corporation and the Members deem it to be in their mutual interest to commemorate the Membership and lot rental arrangement in written form.

NOW THEREFORE, the parties do agree as follows:

**Article 1 - Premises:** The Corporation leases to the Member and the Member leases from the Corporation the lot known as \_\_\_\_\_, Cranberry Village, Carver, Massachusetts, 02330 (hereinafter called the "Lot") in the Community.

**Article 2 - Term:** Upon payment of the lot rental herein, and upon compliance with the other terms of this agreement, the Bylaws of the Corporation, and the Community Rules and Regulations established by the Members, all as they may be amended from time to time, the Member shall have a perpetual right to occupy said Lot. If Member intends to terminate the lease and Membership, **Member shall provide thirty (30) days' written notice to the Corporation.**

**Article 3-Lot Rent:** The Member covenants and agrees to pay all lot rent and other expenses in a timely manner in the monthly sum of Five Hundred Thirty Dollars (\$530.00)

Member's owning a manufactured home in the Community, the Member's share of the monthly sum currently required by the Corporation, as estimated by its Board of Directors, to meet its expenses and reserves. The Lot Rent may be increased according to the Bylaws, with a thirty (30) day written advance notice. The Lot Rent must be paid on the first day of each month and there is a late payment fee, set by the Board of Directors (but not exceeding 5%) for Lot Rent received after the 30<sup>th</sup> day of each month. All such late fees as well as additional costs allowed by this agreement shall be considered additional rent hereunder.

The lot rent includes all current taxes on the land of the Association, and the present per-unit, per month fee of nine dollars (\$9.00) payable to the Town of Carver.

While the Town DOES NOT now tax the home owned by a Member, IF the Town should ever assess and tax individual homes in the community, the Member agrees to timely pay those assessed against the manufactured housing unit owned by the Member. (If the Corporation, upon demand or requirement of a lender or for other reason, has elected to pay any real estate taxes so assessed against the Member's unit, the Members shall promptly reimburse the Corporation). Any fees advanced by the Corporation for municipal taxes or other Lot Rent shall be added to the Corporation's lien for unpaid rents. The Corporation reserves the right to secure a lien on the home of the Member for any Member's lot rent and non-reimbursed expenses incurred by the Corporation.

**Article 4 – Unpaid Rents:** Member (and Member's spouse or resident signing this agreement for these purposes, if not as a Member) recognizes that the Association has a lien under Massachusetts law for payment of lot rent and advances as provided by this agreement or by statute.

**Article 5 - Membership Fee:** The Member has paid or will pay the Membership Fee by payment in full before occupying the Lot. An exception is hereby made for tenancies prior to acquisition of the Community by the Corporation; the payment plan agreed to in the Membership Agreement is hereby incorporated into this Occupancy Agreement.

**Article 6 - Refunds:** The Corporation may refund or credit to the Member, within ninety (90) days of the end of its fiscal year, the proportionate share of accumulated Lot Rent as has been collected from the Member that are in excess of the amount needed for expenses of all kinds, including reserves; but only insofar as such refund or credit is consistent with state law, the corporation's by-laws, or permissible under the terms and provisions of any loan documentation incidental to secured mortgage financing upon the Community, as applicable from time to time.

**Article 7 - Member's Further Obligations and Covenants:** The Member shall abide by the terms and conditions of MGL c. 140, s. 32A through S, this Agreement, and the Articles of Incorporation, Bylaws of the Corporation, and Community Rules and Regulations of the Corporation now in force or as they may be placed in force from time to time during the period of occupancy. The Member acknowledges receipt of a copy of the applicable Community Rules and Regulations and Bylaws in effect at the execution of the Occupancy Agreement. The Member is also informed that a copy of the Massachusetts Attorney General's regulations regarding conduct of Manufactured Homes Communities is posted in the office of the Corporation.

The Member further agrees to participate “Cooperatively” in the operation and management of the Corporation by serving as requested on its committees or Board of Directors; to conduct himself/herself and his/her guests when on the Lot and in the Community in such a manner as not to disturb or threaten other Members, Resident Homeowners, or their respective guests and invitees; to pay any and all damages caused intentionally or negligently by the Member, or the Member's guests or invitees, to any and all property, real or personal, of the Corporation; to be otherwise in control of and responsible for the peaceable and non-disturbing conduct of Member's family, guests and invitees; and to otherwise reasonably obey and comply with all Community Rules and Regulations.

The Member shall be responsible for all maintenance and repair of the lot, including usual maintenance of paved parking spaces if provided, with exception of any underground system, such as water, electrical or septic systems, unless such repair is due to the negligence of the Member. The Member is responsible for all repairs and maintenance of any aboveground fuel-Storage Tank (AST) on Member's lot.

Member may do substantial landscaping of their sites after complying with all enforcement rules on digging and obtaining the association's prior written approval, which shall not be unreasonably withheld or delayed. Any damage due to negligence is the responsibility of the member. This rule does not prevent members from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, other plantings, and trimming of over-hanging limbs. Members may have a vegetable garden. Member, in removing member-installed plants, shall restore the site to its original landscaped condition. Member should carry homeowner's insurance including general liability insurance, however, because the Corporation is not able to effectively monitor that the homeowner's insurance coverage is current, it is the member's responsibility to keep it current.

**Article 8 - Corporation's Covenants:** The Corporation shall comply with all duties set forth under the law, and it agrees to otherwise abide by all affirmative obligations assumed by it pursuant to its Articles of Incorporation, Bylaws or Community Rules and Regulations, as they now exist and as they may be later amended from time to time.

Provided that the Member has provided a safe and properly maintained connection capability, the Corporation agrees to provide water and sewer utilities to the Member's Lot and to maintain these utilities in good and reasonable working order; to plow and maintain roads providing ingress and egress between the Community and the public road, to maintain common areas in a reasonably neat and attractive manner; to responsibly manage the Community and the Corporation's finances, including the payment of liability insurance and property taxes on the land; to duly report the significant and material doings and undertakings of the directorship to the Membership, and any special meetings that may be called from time to time; to provide copies of annual audit of the Corporation's finances; and not to discriminate against the Member in the provision of any services it is required to provide.

**Article 9 - Eviction:** The Member understands and acknowledges that he/she may be evicted from the Community for violation of this agreement or for any violation by which a Member may be evicted as set forth in the Community Rules and Regulations or for any reason specified by statute, all as they now exist or as they may hereafter be amended from time to time.

The Member also understands and acknowledges that eviction pursuant to this agreement is grounds for expulsion from Membership in the Corporation as well as for any reason specified



in the Bylaws, as they now exist and as they may hereafter be amended from time to time. For this reason, all Notices of Termination may be accompanied by a notice of the charges against them and of a reasonable opportunity to be heard before the Board of Directors of the Corporation not less than 15 days from the date of said notice. Failure to give said notice shall not constitute grounds to delay or avoid eviction.

**Article 10 - Assignment:** The rights set forth herein may be assigned or the Member's home may be sublet to a third party only in the event of extreme and temporary hardship, subject to approval by the Corporation Board of Directors and upon such terms and for such time periods as it reasonably deems appropriate.

**Article 11 – Age Restriction:** Cranberry Village is a resident owned age 55 and older manufactured home community, the age of Resident Homeowners in the community shall be restricted as stated below:

“Cranberry Village is a resident owned retirement community for residents aged 55 years of age or older. In order to qualify as a resident of this community, each member of the household must be 55 years of age or older at the time of application.”

**Article 12 - Limitation on Right to Make On-Site Sale:** The Member acknowledges the application of the resale limitations and restrictions of Article IV of the Bylaws as may be amended from time to time and agrees to abide and comply therewith, including the following:

- A. Any Member who plans to sell or move their Home out of the Community or demolish the Home on site shall give written notice thirty (30) days in advance of that happening to the Board of Directors. Failure to give notice can result in 30 days additional lot rent.
- B. Notice to the Board of Directors stating the intention to sell a Home in place shall contain the estimated date of sale, and the name, address, and phone number of the selling agent, if any. The seller shall supply the Corporation with the names, address and telephone numbers of any buyers who have signed a Purchase and Sales Agreement. The proposed homebuyer shall complete an application for residency and provide evidence of financial ability to pay the Rent and other charges associated with ownership of the unit and meet the approved creditworthiness and criminal criteria as determined by the directors from time to time. An application shall be acted upon within ten (10) days of receipt by the Corporation Board of Directors and any such failure to act shall be deemed an approval of the application. It is the responsibility of the seller to supply potential buyers with information regarding the requirement that all buyers become members of the Corporation. The seller shall supply the potential homebuyer with the community's 55 and older age restrictions, as mentioned in Article 11 above and in the Community Rules and Regulations.
- C. If the Corporation is owed money by the Member or the Member is in breach of any other obligation to the Corporation, the Board of Directors may consent to the transfer, as requested by that Member for the sale of his/her/their Home to a new buyer but may insist that the consent or transfer documents or deed be transmitted directly to the escrow or closing agent with a Notice of Lien on the resident's Home for those amounts due and owing the Corporation. The documents shall only be

recorded upon payment to the Corporation of all outstanding balances due to the Corporation.

**Article 13 - Invalidity:** If any clause, part of a clause or provision of this Agreement shall be determined to be invalid under any law or their application by a Court of competent jurisdiction, such invalidity shall not affect the validity of all remaining portions of that clause or provision or the other clauses or provisions of this Agreement.

**Article 14 - Waiver:** Either party's failure to insist upon strict performance of any provision of this Agreement shall not be deemed or construed as a waiver of performance of any other term of the Agreement or a waiver of such provision on future occasion.

**Article 15 - Notices:** Whenever the provisions of law or the Corporation Bylaws require Notice to be given to either party, any notice by the Corporation to the Member shall be deemed to have been duly given if the notice is delivered to the Member at the Lot or to the Member's last known address; and any notice by the Member if delivered to a current elected Officer of the Corporation. Such notice may also be given by depositing the notice in the United States mail, addressed to the Member, as shown on the books of the Corporation, or to the President of the Corporation, as the case may be, and the time of mailing shall be deemed to be the time of the giving of such notice.

**Article 16 - Representations Not Binding:** No representations other than those contained in this Agreement, the Articles of Incorporation, the Bylaws or the Community Rules and Regulations of the Corporation, now in effect, or as they may hereafter be amended from time to time, shall be binding upon the Corporation.

**Article 17- Incorporation of Articles of Incorporation, Community Rules and Regulations, Bylaws and Corporation Resolution:** The Articles of Incorporation, the Bylaws, all Corporation resolutions, and its duly adopted Community Rules and Regulations pertaining to the Community, now in effect, or as later amended from time to time, shall be binding upon the Corporation, Members and Resident Homeowners.

**Article 18 - Attorneys' Fees and Costs:** In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the Member must pay all legal fees and costs incurred by the Corporation, subject to the last sentence of this paragraph. These fees and costs will be paid by the Member, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with any appeal filed by the Member. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the Member in accordance with this document and the Community Rules and Regulations. The Corporation shall be liable for such fees in the event the Member prevails in any such action.

In the event a legal action is commenced against the Corporation by a Member, if the Member prevails, the Member shall be entitled to costs incurred in such action, including legal fees (except if the Corporation is found to have contested the action in good faith), and if the Corporation prevails in said action or the action is withdrawn by the Member, the Member shall be required to reimburse the Corporation in defending such action (except if the Member is found to have prosecuted the action in good faith). The term legal action shall include any civil

action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

**Article 19 - Time of the Essence:** Time is of the essence of this Occupancy Agreement and any term, covenant or condition contained herein.

**Article 20 - Joint and Several Liabilities:** If more than one (1) Member party shall execute this Agreement; the obligations of the Members shall be their joint and several obligations in every instance.

**Article 21 - Assignment to Lender:** The Member recognizes and agrees that this Agreement is subject to a certain Collateral Assignment of Leases and Occupancy Agreements between the Corporation and its lending institutions and further agrees to accept and recognize these lenders' rights under said Assignment in the event those rights are exercised.

**Article 22 - Home Financing Contact:** The following are the names and addresses of persons and/or institutions holding a mortgage or security interest in my home:

\_\_\_\_\_ (name)

\_\_\_\_\_ (address)

**Article 23 Resident Information:**

**Names and date of birth of each additional vetted person 55 + (s) living at the above address:**

\_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_ DOB: \_\_\_\_\_

**Emergency Contact Information**

List the name, address, and phone number of the person you would want notified in case of an emergency:

\_\_\_\_\_ (name)

\_\_\_\_\_ (address)

\_\_\_\_\_ (phone)

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

**Cranberry Village Resident Association, Inc.**

Its duly authorized Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_

**DRAFT**

Printed Name:

Title:

**Member:**

Signed \_\_\_\_\_ Date: \_\_\_\_\_

**DRAFT**

Printed Name:

Signed \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name:

Titled Members must sign above.

**Non- titled spouses or residents must sign to acknowledge interest of Corporation in the case of delinquent rent.**

**Spouse or resident:**

Signed \_\_\_\_\_

Printed \_\_\_\_\_

**Witness to all signatures:**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_