

**Initial Written Disclosure as required by
MA Law 940 C.M.R 10:00 Regulations
Rev 8 01_01_07**

To all prospective purchasers and tenants and to all existing tenants renewing or changing their tenancy: The following signed Written Disclosure including the Community Rules and "Important Notice Required by Law" is presented to you for your review. By MA State Law this disclosure must be signed by the owner and delivered to the resident at least 72 hours to the signing of the Occupancy Agreement or the commencement of any new occupancy (any new resident in the community).

Operators Name and Address

**Henry's Mobile Home Park
Arbor Mobile Home Park
Jim Buratti
40 Mark Drive
Lincoln RI 02865**

Please make rent checks payable to Henry's Mobile Home Park

Common Areas and Facilities: Community roadways are restricted to licensed drivers, registered motor vehicles, bicycles and pedestrians; In Henry's Mobile Home park a guest parking area is located in the parking lot along the front of Southampton Road 250 feet to the south of Sammy's Restaurant, Arm Brook area is restricted to authorized contractors only and for safety and insurance reasons are not considered a common areas. For Arbor and Henry's Parks The mailbox facility is a common area.

Location and size of the manufactured home site: Your home is know as lot #_____.

- a. You will have right of access over your neighbor's lawn to the side of your house for the purpose of home maintenance and /or utility access provided that your neighbor's lawn will be unchanged by such activity. Such access will be restricted to five feet out from your house onto your neighbor's, and will be utilized so as to not interfere with your neighbor's quite enjoyment of his/her lot.
- b. No resident shall place any item or put any plantings within five feet of another resident's home to protect from damage, allow passage and preserve the quiet enjoyment of all residents.

Community Rules: Attached and made a part of.

The "Important Notice Required by Law" under M.F.L.c140S 32P is attached in the occupancy agreement.

Occupancy: In every home, there shall be no more than two occupants per bedroom, unless a higher or lower number is permissible according to HUD or other applicable local, state, or federal law.

Term of Occupancy: Month to month

Five year lease option: If requested the landlord will offer a 5 year lease option

Site Rental Terms and Fees:

- a. The monthly rental fee per site is presently
 \$265 Henry's Mobile Home Park
 \$285 Arbor Mobile Home Park

This includes the monthly municipal license fee of \$6 per site.

- b. A late charge of \$20 will be assessed on late rent in accordance with Massachusetts General Laws.

- c. A charge of \$30 will be added to all checks returned for insufficient funds.
- d. If more than 2 checks are returned for insufficient funds, only money orders or registered checks will be accepted in the future.
- e. Please make all checks payable to HENRYS MOBILE HOME PARK and mail to 40 MARK DRIVE LINCOLN RI 02865.
- f. Nondiscriminatory site rent increases may be assessed periodically related to increases in the ongoing operational and maintenance costs, utilities, taxes, insurance, etc. If so, you will be notified of any change a least thirty days in advance of said rate change.
- g. Also non-discriminatory rent increases may be levied at any time for capital improvements involving water distribution, sewage system, utility connections or installations and site work necessary to preserve the integrity of the Community. These increases shall be calculated as the cost of such items amortized over the useful life of each item. These rental increases will be in addition to the above.

Utilities: Electrical service is individually metered to each home site and tenant is responsible for direct payment to the utility company. Propane gas and kerosene fuel oil is available separately to each site. Tenants may choose and are responsible for direct service and payment to his/her supplier. Telephone, internet service and cable television are directly available to individual homes and tenants are responsible for their choice of these services and direct payments to these companies. Utilities and services shall be paid for promptly upon receipt of any bill. Utilities and services shall be the responsibility of the party indicated on the following chart:

	Landlord	Tenant
Electricity, Heat & Hot Water		X
Trash Collection	X	
Snow Removal from Streets	X	
Snow Removal From Driveways		X
Telephone and Cable TV		X
Cold Water & Sewer -TENANT WILL PAY FOR WATER AND SEWER THEY USE AND BILLED AT EXACTLY THE SAME RATE AS THE CITY CHARGES. WATER AND SEWER ARE NOT INCLUDED IN RENT		X

Home Owner’s Insurance: It has been determined in most cases that homeowners insurance, including liability coverage for your home and site is available for manufactured housing at reasonable rates, therefore is required. The tenant may be required to provide management with a copy of their Insurance Binder. Pollution coverage is urged also due to the fact if tenant should be negligent in the care of the oil tank and a leak or spill occurs, tenant could be held responsible for costly clean up.

Other Fees and Charges:

- a. Tenants may be charged a fee for removal of any items or trash other than normal household trash by the usual trash disposal provider, if that service is available. Community owner / operator may provide that service as well for a reasonable charge.
- b. Vehicles that are leaking or dripping gas must be promptly repaired. If a resident fails to take corrective action after properly being notified, resident may be liable for costs related to repair of driveway or roadway.

- c. Unregistered vehicles and any vehicle parked in violation of any enforceable rule are not permitted and a towing fee may be charged after reasonable notice is given to the vehicle owner and the appropriate local authorities.
- d. If tenant elects to hire the operator to perform a service, charges for that service will be based on an agreed upon fee by both parties.
- e. If a tenant elects to replace their home with another home costs incurred shall be the responsibility of the tenant.
- f. Tenants may be charged for work undertaken by the management, if after failure of the tenant to maintain the exterior of home or lot and after providing tenant with written notice of specified work to be performed and a reasonable time frame allowed, tenant does not do the repairs. Charges will be fair and reasonable. See aesthetic standards for home and sites in the Community Rules.
- g. Tenants are responsible for the care and maintenance of the oil tanks. They are responsible for selecting and monitoring their reputable and insured fuel providers for care and efficiency. If the tank is not scraped and painted, or is allowed to deteriorate from lack of maintenance and tenant is determined to be negligent, tenant may be charged the uncompensated costs of remediation of a leak or spillage from the oil tank. Tenants may also be charged the costs of removing or replacing the tank.
- h. Tenants may be charged to reimburse costs or repair damage if negligently or purposely caused to the community's basic utility systems. Tenants may also be required to pay the cost to upgrade your interior plumbing or wiring systems in their home only to the extent that the owner/operator can demonstrate the need for the upgrade to ensure the health and safety of residents, and only then on a non-discriminatory basis.
- i. 940 C.M.R 10:00 Regulations: You are hereby informed that the Attorney General has promulgated regulations with an enforcement date of Sept. 23, 1996 relating to the conduct of manufactured housing communities. A copy of these regulations is available for resident inspection and will be mailed upon written request.
- j. If after notice park management has to perform Repairs to homes, mowing of lawns, removal of garbage the rate shall be \$65 per hour and billed to the resident for such services.

I acknowledge I have received and read the Initial Disclosure statement, the "Important Notice Required by Law" and a copy of the current Community Rules at least 72 hours prior to signing any Occupancy Agreement or the commencement of my new tenancy, whichever ever comes first.

Resident #1 :

Signature _____

Print NAME _____ DATE _____

Resident #2 :

Signature _____

Print NAME _____ DATE _____