

PLEASE NOTE THAT THIS LEASE IS BEING PROVIDED TO YOU
PURSUANT TO
MASSACHUSETTS GENERAL LAWS, CHAPTER 140
AND 940 CMR 10.00

Three J Partners, LLC

This Lease made this ____ day of _____, 20____ by and between **Three J Partners, LLC** ("Lessor" or "Operator") and _____ ("Lessee" or "Tenant").

Three J Partners, LLC, with a mailing address at P.O. Box 577, Gales Ferry, CT 06335-0577 is a Massachusetts Corporation; and operates the manufactured housing community known as The Riverbend Mobile Home Park (the "Park").

WITNESSETH THAT:

1. TERM OF LEASE:

The Lessor hereby leases to the Lessee, and Lessee hereby takes from Lessor, a certain parcel of land in the Park hereinafter referred to as the "Premises" being commonly known and numbered as:

Lot Number:

Address: **189 Springfield Road, Lot #____, Westfield, Ma 01085.**

Please note, the definition of "Premises" does not include Lessee's mobile home.

The lease term is up to five (5) years (the "Term"). Notwithstanding anything herein to the contrary, the anniversary date (regardless when this lease is signed) shall be January 1st, and all amounts shall be prorated as necessary to conform with such anniversary date.

The Term shall commence on May 1, 2012 (the "Commencement Date") and shall terminate on May 31, 2017 (the "Termination Date").

In the event that a Lessee sells Lessee's mobile home during the term of this lease, the purchaser (if approved by the Lessor as hereinafter provided) will assume the remaining term of this lease. However, this lease will be assumable only if the Lessee is currently in compliance with the terms and provisions of this lease.

2. MONTHLY RENT

Lessee shall pay Lessor the rent herein below described in full on the first day of the month each and every month during the term of the Lease without demand, deduction, or set-off, subject to Massachusetts laws and regulations.

The monthly rental fee is comprised of the following and the initial amounts shown below are subject to change upon written notice by Lessor:

a. Base Rent:	\$228.90
b. City Health Dept License Fee:	6.00
c. Real Estate Taxes:	12.89
d. Water fee:	8.21
e. Capital Improvements:	<u>44.00</u>
Total monthly rent:	<u>\$300.00</u>

Lessor acknowledges receipt of Lessee's first month's rent paid herewith in the amount of

\$N/A FOR TENENTS ALREADY IN POSSESSION

a. na_ This amount reflects a pro rata adjustment for a tenancy not commenced on the first day of the month.

b. na This amount reflects the regular monthly rental amount. ¹

3. **RENT ADJUSTMENTS²**

A. BASE RENT INCREASE

The base rent each year after the first year of this lease shall be increased by five (5%) percent of the previous year's base rent, which increase shall be prorated and paid monthly, effective on the annual anniversary date.

Lessee shall be given no less than thirty (30) days notice, in writing, of any increase in rent. Said notice shall indicate the amount of the increase, the new rental amount and the date the new rent amount must be paid.

B. CITY OF WESTFIELD HEALTH DEPT. LICENSE FEE ADJUSTMENT

¹ All monthly rental amounts will be rounded to the nearest whole dollar amount.

² The adjustments for the said License Fee ("b"), Real Estate Taxes ("c") and Water ("d") shall be calculated for the period of November 1st of the previous year to October 31st of the current year and compared to the same period from the previous year in order to establish changes in costs for the annual anniversary adjustment, if any. The Lessor will notify the Lessee of the total adjustment no later than December 1st of the current year. The total adjustment will be prorated and paid during the 12 month period beginning on January 1st of each and every year of this Lease's term.

If the Health Department License Fee charged by the City of Westfield is adjusted at any time during the lease, the amount paid by Lessee shall be similarly increased or decreased.

C. REAL ESTATE TAX ADJUSTMENT

- a. The Lessor may increase or decrease the rent amount during the term of the Lease based upon any change in the amount of Real Estate Taxes imposed upon the Park by the city.
- b. Lessee's share of any adjustment in real estate taxes shall be shared equally among all of the households in the community.³ i.e. "pro rata" Lessees pro rata share shall be 1/26th of the total Adjusted Tax Amount unless additional sites are utilized, in which case, the number of units in service shall be reflected.
- c. If the Lessor obtains an abatement of the Real Estate Taxes levied on the whole of the real estate, of which the lot leased by the Lessee is a part, a proportionate (pro rata) share of such abatement, minus reasonable attorney's fees and costs, if any, shall be refunded to Lessee.

D. WATER ADJUSTMENT

The Lessee shall pay a pro rata share (1/26th) of the total cost of water billed to the Park by the city or any other entity, unless additional sites are utilized, in which case, the number of units in service shall be reflected.

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E. OTHER RENT COMPONENT SUBJECT TO INCREASE - CAPITAL IMPROVEMENTS

- (i) The costs of some so-called "Capital Improvements" (e.g. extraordinary work, services or repairs such as: removing in-ground oil storage tanks, connecting the community to city water or sewer systems etc., installing a new septic system) may be passed onto Tenants of the Park through increased rent as set forth in 940 CMR 10.00.
- (ii) The cost of Capital Improvements costing more than \$100.00 in the aggregate may be passed on to Lessees as additional rent at Lessor's discretion.

³

There are Twenty-Four occupied (24) mobile home sites in the Park, One (1) vacant site and One (1) permanent Apartment at inception.

(iii) Any such increases shall be shared equally (pro rata) by the residents (e.g. Lessees pro rata share shall be 1/26th of the total cost of the Capital Improvement spread over the useful life of the improvement).

(iv) Lessee shall receive written notice of the nature and cost of any Capital Improvements, the cost of which will be shared equally among all of the households in the community.

(v) Said notice shall also set forth that the costs of the Capital Improvements shall be amortized (that is, spread over the useful life of the improvement) pro rated, and added, pro rata, to each Lessees rent as additional rent.

4. LATE CHARGES - PAYMENT OF RENT

- a. Late charges may be imposed as subject to Massachusetts law and 940 CMR 10.00 for failure to pay rent and charges in a timely fashion; provided that no such interest or penalty may be charged until payment is thirty (30) days overdue.
- b. A \$40.00 charge shall be added to all checks returned for Insufficient Funds.
- c. If more than three (3) checks are returned for insufficient funds in any 365-day period, only certified funds (bank checks, money orders etc.) will be accepted in the future.

5. USE OF THE HOME SITE

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

6. OCCUPANCY

In every home, there shall be no more than four occupants, unless a higher or lower number is permissible or required according to the standards of the United States Department of Housing and Urban Development ("HUD") or other applicable local, state, or federal law. For each occupant after the first two there shall be a \$12.50 per person charge per month. This fee covers the additional expense of providing working and functional septic systems, garbage removal costs and other costs associated with the additional expenses incurred by the Lessor.

7. SUBLETTING

- a. Pursuant to M.G.L. Chapter 140 and 940 CMR 10.00; Lessor shall not unreasonably restrict leasing or subleasing provided, however, that prior to leasing, or subleasing, Lessee must submit a completed application prepared by Lessor prior to such action.
- b. In the event of any subletting, the sublessee and Tenant shall both be liable for any and all obligations provided for herein or as otherwise provided in the Rules and Regulations

of the Park. Both parties shall execute and deliver to the Lessor appropriate evidence of their understanding, acknowledgment and adherence to said obligations.

8. UTILITIES

Lessee shall be responsible for all heat, light, power, cable television and telephone service to his mobile home at his own expense.

9. SEWERAGE, REFUSE AND USE OF FACILITIES

Lessor shall provide at its expense sewerage, refuse pick-up for ordinary household purposes at a location designated by Lessor and maintain all roads and snow plowing within the Park.

10. RULES AND REGULATIONS

Subject to Massachusetts law and regulations, it is expressly understood between the parties hereto that the attached Rules and Regulations of the Lessor provided to the Tenant are incorporated into this Lease to the extent permissible under Massachusetts law and regulations and Lessee agrees to abide by them. Execution hereof acknowledges receipt and understanding of such Rules and Regulations.

11. LESSEE'S LIABILITY AND INDEMNITY

- a. Lessee shall indemnify and hold Lessor harmless and free from all damages including costs and reasonable legal fees incurred by Lessor in defense of any and all claims of third persons, for damages arising out of Lessee's negligent use of the Premises or Park.
- b. Lessee shall use the Premises and Park at his own risk and Lessor shall have no responsibility for any loss of or damage to property of Lessee, unless such loss or damage shall be due to gross negligence of Lessor.

12. SUBORDINATION

This Lease is and shall be subject and subordinate to any mortgage that is now or may hereafter be a lien upon the Park and to any and all extensions, modifications, renewals and replacements of same.

13. LANDSCAPING

- a. Upon termination of the Lease herein for any reason, Lessee shall, without express written consent of the Lessor, leave in place all landscaping, garden plantings such as, but not limited to, trees, shrubs and flowers.
- b. In the event that the Lessor is required to disturb or remove any landscaping planted by or on behalf of the Lessee in order to repair, upgrade or maintain the premises, the

Lessor shall not be responsible to replace or replant any such landscaping and/or garden planting.

14. WAIVER

- a. Any waiver, express or implied, by Lessor of any breach of this Lease or any terms, conditions or promises herein contained shall not be a waiver of the breach or a waiver of any subsequent breach of the same or of any other term, condition or promise herein.
- b. The acceptance of the tender of monies for rent, or for any other purpose, shall not be considered as an acknowledgment by the Lessor that such payment is for any or all amounts due and owing Lessor, and specifically shall not constitute a waiver of past amounts due for rents, additional rents, or any other amounts that may be due and owing hereunder.

15. ENTIRE AGREEMENT BETWEEN THE PARTIES

This Lease, Initial Written Disclosure and to the extent permissible under Massachusetts laws and regulations, the Rules and Regulations of Three J Partners, LLC, contain the entire agreement of the parties and no representation or agreement, whether oral or otherwise between the parties that is not contained in the Lease Agreement, Written Disclosure or Rules and Regulations of Three J Partners, LLC shall be of any force or effect.

16. SEVERABILITY

If any provision herein is held to be void or unenforceable for any reason, including, but not limited to being inconsistent or conflicting with 940 CMR 10.00 or other applicable law the remaining provisions shall continue in full force and effect.

17. DELIVERY OF NOTICES

Written notice required or permitted under this agreement shall be deemed properly given if (a) personally delivered, or if (b) deposited in the United States mail, postage prepaid, if sent by registered mail, postage prepaid, or if sent by certified mail, return receipt, postage prepaid, addressed to the addresses specified in this agreement or to such other address as has been specified in writing. Such choice of delivery shall be in the discretion of the Lessor.

18. FIRES AND OTHER CASUALTY

- a. If the premises are damaged by fire or other casualty and the Premises are rendered unfit for occupancy, or if the damage cannot be repaired within sixty (60) days after loss the Lessor may terminate this lease effective as of the date of loss.

- b. If the Lessor terminates the lease as provided for herein above the Lessee shall remove his mobile home within ninety (90) days of the loss. Under any circumstances, the obligation of the Tenant to pay rent shall continue uninterrupted by any such damage.

19. **CONDEMNATION**

If the whole or any part of the Premises shall be taken under power of eminent domain by any competent authority this Lease shall terminate on the date of such taking.

20. **ATTORNEY'S FEES**

If Summary Process (Eviction) or some other proceeding is brought by the Lessor to enforce any covenants of this Lease or for the breach of any covenant or condition thereof, the prevailing parties reasonable attorney's fees, costs and expenses shall be paid by the other party.

21. **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.

22. **MASSACHUSETTS REGULATIONS**

This Lease and its terms are subject to 940 CMR 10.00, and in the event any term herein is limited or constrained by 940 CMR 10.00, then such Term shall be enforced only to the extent allowed by such regulations. Whatever rights afforded to Lessor and Lessee in 940 CMR 10.00 not provided for herein in writing, are incorporated herein by reference from said Regulations.

23. **SALE OF MANUFACTURED HOME BY OWNER**

- a. Residents must notify in writing the Lessor of their intent to list for sale their manufactured home at least thirty (30) days prior to listing same for sale. Residents, owners and their agents or assigns selling or listing their manufactured home for sale must notify the broker and any prospective purchaser of the Lessor's Right of First Refusal to purchase the unit and the requirements herein.
- b. Upon the sale or proposed sale of a manufactured home located on a lot in the Park by the owner of the manufactured home or their agent the Seller must advise the prospective purchaser that the following procedures must be followed:
 - (i) The prospective purchaser must meet with the Lessor or its representative no less than thirty (30) days prior to the planned occupancy. At said meeting the prospective purchaser must:

- (ii) Provide the Lessor with copies of the sale documents no less than thirty (30) days in advance of the proposed sale date;
- (iii) Provide the Lessor with a completed credit application and authorize the Lessor to acquire information relative to the applicant's credit worthiness;
- (iv) Acknowledge in writing their receipt of a copy of the Rules and Regulations of the Park and the applicable Lease form.

24. ADMISSION TO THE PARK

- a. The prospective purchaser must be of majority age and be either competent to enter into a contract or have a conservator to do so.**
- b. The prospective purchaser must be creditworthy to the reasonable satisfaction of the Lessor.
- c. The prospective purchaser shall not have committed any crime that would make his, her or their residency in the Park inappropriate or subject the other residents in the Park to potential harm or raise safety concerns if such residency was permitted.
- d. The prospective purchaser must receive the Lessor's written consent to said occupancy which consent shall not be unreasonably withheld but shall be based upon the results of the Lessor's investigations into the prospective purchaser's credit history.
- e. The prospective purchaser must demonstrate a cash down payment or equity in their mobile home of at least \$2,500.00.

25. LESSOR'S RIGHT TO PURCHASE UNIT ("Right of First Refusal")

- a. Tenants desiring to sell their manufactured home must notify the Lessor in writing at least thirty (30) days to listing their manufactured home for sale. Prior to listing, offering or showing the manufactured home the Owner, Seller or his agent must advise the Realtor, Broker, Agent or other sales representative (hereinafter collectively referred to as the "Broker") of Lessor's right of first refusal. Notice of this Right of First Refusal must be included in all offers to purchase and purchase and sale agreements.
- b. Under the Right of First Refusal the Lessor reserves the right to buy any manufactured home being sold within the Community.
- c. Lessor is not required to pay any commission to the Broker upon Lessor's purchase of the unit under this provision.
- d. Prior to accepting any bona fide Offer to Purchase ("Offer") the Seller shall submit to the Lessor, a copy of the Listing and Offer along with any and all addenda of any additional terms and conditions of purchase and or sale.

- e. Upon receipt of the Offer the Lessor has fifteen (15) days in which to exercise his right of first refusal and offer to buy the property based upon the terms of Offer.
- f. The purchase of the manufactured home by the Lessor shall be based upon the Offer and shall take place in accordance with the terms set forth in the third party offer less any commission associated with the third party purchase.
- g. In the event that the Lessor does not exercise its right of first refusal to purchase the manufactured home and the third party sale does not take place the Seller of the manufactured home is not required to submit to Lessor any subsequent third party offer made within one (1) year unless the selling price is materially different.
- h. The Lessor's right of first refusal shall not apply to transfers to purchasers who are members of the Owner's family (including but not limited to step relatives and domestic partners).

26. **DELIVERY OF PRODUCTS AND SERVICES**

- a. The Park is maintained as a private enterprise, its streets and lanes are private and not public thoroughfares.
- b. Residents may hire any vendor, supplier, or contractor (hereinafter collectively referred to as the "Vendor") of his or her choice to provide goods and services for the home and home site provided that if the goods or services provided may impact the health, safety or welfare of the property of other residents, the owner/Lessor, or the community as a whole the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s).
- c. The Lessor may request from any resident receiving goods or services from a Vendor that may impact the health, safety or welfare of the property of other residents, the owner/Lessor, or the community as a whole reasonable evidence of the amount of the Vendor's insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective seals as of the day and year first above written.

LESSOR:

Three J Partners, LLC

_____, **Manager**

[Sign & Print Name], LESSEE

[Sign & Print Name], LESSEE

Three J Partners, LLC

INITIAL WRITTEN DISCLOSURES

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. Signed acknowledgment of your receipt of this Disclosure is required at least 72 hours prior to either the signing of any Lease or the commencement of any new tenancy whichever comes first.

COMMUNITY NAME AND ADDRESS:

The Riverbend Mobile Home Park, P.O. Box 577, Gales Ferry, CT 06335-0577.

OPERATORS NAME AND ADDRESS:¹

Three J Partners, LLC, P.O. Box 577, Gales Ferry, CT 06335-0577.

PROPERTY MANAGER'S NAME AND ADDRESS

Matt Riley, P.O. Box 577, Gales Ferry, CT 06335-0577.

COMMON AREAS AND FACILITIES:

The common areas of the community exclude home-sites but include the following:

Driveways and parking areas, Mail box area, Laundry facility

The following areas are not subject to common usage and their use is restricted:

Individual sites, the permanent dwellings on site, the yard areas constituent to the individual sites, the septic facility area adjacent to the mailboxes.

RESTRICTIONS ON USE OF CERTAIN AREAS:

Use of community roadways is restricted to licensed drivers, registered motor vehicles, bicycles and pedestrians and vendors with proof of adequate liability insurance.

Garage operations areas are restricted to maintenance personal only and for safety and insurance reasons not considered a common area.

THE SIZE AND LOCATION OF THE MANUFACTURED HOME SITE:

- a. Your home will be situated on Your Site, which contains approximately 1,000-2,000 square feet, more or less.
- b. 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

¹ The Term "Operator" as used herein is the same person or entity as the "Lessor" as used in the lease.

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 not to interfere with your neighbor's quiet enjoyment of his/her lot.

- c. 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: The present Rules and Regulations continue to apply subject to the right of the Park Owner to replace them after proper submission to and review by the Massachusetts Attorney General's office in accordance with State statutes and regulations.

THE "IMPORTANT NOTICE REQUIRED BY LAW" UNDER M.G.L. C.140, §32P: is attached hereto and made a part hereof.

OCCUPANCY: In every home, there shall be no more than four occupants per applicable local law.

TERM OF OCCUPANCY: The community offers leases of up to five (5) years depending upon a January 1st anniversary date, which are assumable by new purchasers.

SITE RENTAL TERMS AND FEES:

- a. The monthly rental fee for the site is presently \$300.00; this amount includes:

b.

a. Base Rent:	\$228.90
b. City Health Dept License Fee:	6.00
c. Real Estate Taxes:	12.89
d. Water fee:	8.21
e. Capital Improvements:	<u>44.00</u>
Total monthly rent:	<u>\$300.00</u>

Lessee's Initials: _____

Services covered by the rental fee include sewerage, property tax, household rubbish removal, snow plowing and maintenance of common roadways and other common areas.

- b. A late charge of \$10.00 will be assessed on rent over 30 days late.
- c. A charge of \$30.00 will be added to all checks returned for insufficient funds.
- d. If more than three (3) checks are returned for insufficient funds in any 365 day period, only money orders or registered checks will be accepted in the future.
- e. Please make all checks payable to **Three J Partners, LLC** and mail to:

P.O. Box 577, Gales Ferry, CT 06335-0577

- 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 at least thirty days in advance of said rate change.
- g. Also non-discriminatory rent increases may be levied at any time for capital improvements including but not limited to water distribution, sewage system, utility connections or installations, removal of oil tanks 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. 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.

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 due to the fact if tenant should be negligent in the care of their oil tank and a leak or spill occurs, tenant could be held responsible for costly clean up.

OTHER FEES AND CHARGES:

- a. Mobile home tenants may not store boats, trailers, campers or other large vehicles on-site due to physical lot size limitations. Parking is available only for properly registered vehicles or equipment and is provided at Tenant's own risk and only upon written consent of the Operator.
- b. 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.
- c. Vehicles that are leaking or dripping gas must be promptly repaired. If resident fails to take corrective action after properly being notified, resident may be liable for costs related to the repair of driveway or roadway. Such vehicles may be towed from the premises at vehicle owner's expense.
- d. 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.
- e. 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.

- f. If a tenant elects to replace his home with another home he must first notify and receive the Operators written consent. Any costs incurred relative to the replacement of a home shall be the sole responsibility of the tenant.
- g. If a tenant removes any improvements from the home site during his tenancy or at the completion of his tenancy causing damage to the site, tenant shall be responsible for repair.
- h. Homeowners, if they wish, may contract with the community owner/operator to broker their home for sale. A separate written agreement for this purpose is available.
- i. 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. Such notice shall specify the amount that will be charged to tenant. Charges will be fair and reasonable. See aesthetic standards for homes and sites in the Community Rules.
- j. Tenants are responsible for the care and maintenance of aboveground 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 by a Court of law with competent jurisdiction, tenant may be charged the uncompensated costs of remediation of a leak or spillage from the oil tank. Tenant may also be charged the costs of removing or replacing the tank.
- k. Tenants may be required to reimburse costs or repair damage if they are found by a Court of competent jurisdiction to have negligently or purposely caused damage 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 nondiscriminatory basis.
- l. Tenants may be charged user fees for private social functions, when recreational facilities are available for use.
- m. A fee of \$25.00 will be charged for copies of your lease, disclosure forms and rules.

940 C.M.R. 10:00 REGULATIONS: You are hereby informed that the Attorney General has promulgated regulations with an enforcement date of September 23, 1996 relating to the conduct of manufactured housing communities. A copy of these regulations is available for resident inspection in our office along with the Community Rules at all times.

I hereby acknowledge that more than 72 hours prior to signing any Lease or Occupancy Agreement I received a copy of the following documents:

- a. Initial Written Disclosures;

- b. Important Notice Required by Law; and
- c. Community Rules for The Riverbend Mobile Home Park (prior rules apply until changed).

I also do hereby acknowledge and affirm that:

- a. I read all of the above-referenced documents;
- b. I understand the terms of the above documents; and
- c. I had the opportunity to have an attorney of my own choosing read and review the documents prior to my signing them.

Lessee Date: _____, _____, 2012
Month Day

Lessee Date: _____, _____, 2012
Month Day

Operator:
Three J Partners LLC

By: Nathan B. Weiss, a Member Date: _____, _____, 2012
Month Day

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 nor 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 fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

Lessee's Initials: _____

RULES OF
Three J Partners, LLC
Riverbend MHP

The present Rules and Regulations continue to apply subject to the right of the Park Owner to replace them after proper submission to and review by the Massachusetts Attorney General's office in accordance with State statutes and regulations.

LESSOR
Three J Partners, LLC, By Authorized
Representative

**CHAPTER 140: SECTION 32P. TERMS AND CONDITIONS OF
OCCUPANCY; DISCLOSURE IN WRITING; REQUIRED NOTICE**

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as The Riverbend Mobile Home Park and located at 189 Springfield Road, Westfield, Ma 01085 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 _____

Address _____

[SIGN & PRINT NAME], Lessee

[SIGN & PRINT NAME], Lessee