

## **Community Rules**

Lincoln Mobile Estates Housing Cooperative Corporation, Inc.

A Resident Owned Community

**Owned and operated by: Lincoln Mobile Housing Cooperative Corporation, Inc.**

### **Introduction**

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive, and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you with 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*

### **RULES AND REGULATIONS:**

#### **NOTICE REQUIRED BY LAW**

Pursuant to Rhode Island General Laws (RIGL) 31-44-8, please be advised as follows:

"The terms of your tenancy must be in accordance with the Rhode Island Mobile and Manufactured Home Act, Title 31, Chapter 44, Section 3 requires all the rules and regulations governing your tenancy to be fair and reasonable. Unreasonable rules or those not in compliance with the Rhode Island Mobile and Manufactured Home Act 31-44-3 cannot be enforced against you."

"The licensee of this park shall not require you to deal exclusively with a certain fuel dealer or other merchant for goods and services in connection with the use or occupancy of your manufactured home lot unless that restriction is necessary to protect the health, safety, or welfare of manufactured home residents in the park. If you are required to deal with a certain dealer or merchant, the price you pay for goods or services may not be more than the prevailing price in this locality for similar goods and services."

"An increase in lot fee or termination of tenancy which is taken against you by a licensee as a penalty for reporting a violation of the Mobile and Manufactured Home Act or any applicable building or health code, or for any other justified complaint to a governmental authority is a reprisal and is prohibited by law."

These Rules and Regulations are required to ensure a neat clean and attractive manufactured home park. Violations of these Rules and Regulations will result in a loss of tenancy. This document is in accordance with the Rhode Island General Laws governing manufactured home parks throughout the State of Rhode Island.

DEFINITIONS: (As defined by RIGL 31-44-1)

1. "Licensee" means any person or agent licensed under RIGL 31-44-1.6 who is directly or indirectly engaged in the business of selling manufactured homes or who operates and maintains a manufactured home park under the provisions of RI Law.
2. "Owner" means any licensee or permittee or any person who owns, operates, or maintains a

manufactured home park.

3. "Resident" means an owner occupying a manufactured home in a manufactured home park with the consent of the owner as defined in RIGL 31-44-1.11.

4. "Manufactured home park" or "park" means a plot of ground upon which four (4) or more manufactured homes, occupied for residential purposes, are located.

5. "Manufactured home space" or "lot" means a plot of ground within a manufactured home park designed for the accommodation of one manufactured home.

6. "Household" means one or more persons occupying a housing unit.

7. "Prospective Resident" means an applicant for admission to a manufactured home park who is ready, willing, and able to buy a manufactured home owned and offered for sale by a licensee or permittee or resident, and who is able to meet the entrance requirements of the rules of the park.

8. "Standards for manufactured homes" means any written, nondiscriminatory minimum specifications for structural soundness, safety, and habitability adopted by the department or any other government agency.

A. The rules set forth below govern the terms of your Occupancy Arrangement with this manufactured home park. The law requires that all of these rules and regulations be fair and reasonable, else said rules and regulations cannot be enforced.

- 1) You cannot be offered a manufactured home space or lot without first being shown a copy of the Occupancy Agreement prior to occupancy.
- 2) You may not be evicted for reporting any violations of law or health or building codes to the Board of Health, the Department of the Attorney General, or any other appropriate local or government agency. Receipt of notice of termination of tenancy by you, except for non-payment of lot fee, within three (3) months of making such report shall create a rebuttal presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within six (6) months.

B. 1) Prospective residents must register with designated agent upon arrival in the Park and provide a list of occupants of the manufactured home and other pertinent information regarding ownership and occupancy of the manufactured home. Management reserves the right to verify ownership, occupancy, etc. of all residents and prospective residents.

2) It is the resident's responsibility to notify the designated agent of any change including the names of all occupants of the manufactured home. Any guests staying more than thirty (30) days must register with Management.

3) By signing with the designated agent residents thereby comply with the law and formally absolve management, owners, or caretakers of the responsibility for fire, theft and damage to property, or to injuries to persons, residents and their families or their guests while in the Park. They acknowledge that they have received a copy of these regulations and that they, their families, and guests will abide by them. Residents of the Park will be held responsible for any damage done to the Park property, facilities or grounds whether the damage is done by them, their families or their guests.

- 4) Prospective Buyers must follow the steps outlined in the Bylaws of the Association, Section 3.4.
- 5) Further guidance regarding purchase and sales of homes in the Community can be found in the Bylaws, Sections 3 and 4, and Section 4 of these Community Rules.
- 5) Management reserves the right to reject any prospective resident or manufactured home purchaser for good cause. Good cause shall include, but is not be limited to:
  - a. inability to conform to these Community Rules;
  - b. inability to meet the financial obligations of the required lot fee.
  - c. intent to utilize the manufactured home or the manufactured home space for illegal purpose.
- 6) A copy of these current Community Rules, the Bylaws of the Association, and the previous three (3) years' rent and other fees of the park shall be delivered by the Management to prospective residents.

## **I GENERAL RESPONSIBILITIES**

- 1) The Corporation is responsible for:
  - a) All underground utilities;
  - b) Snowplowing of roads;
  - c) Maintenance of roads and common areas;
  - d) The removal of any trees that are damaged or unhealthy;
  - e) Utility Poles (applicable in some ROCs);
  - f) Enforcing these Community Rules;
  - g) Maintaining the premises when necessary to prevent the accumulation of stagnant water;
  - h) Keeping each manufactured home lot marked in such a way that each resident will be certain of their area of responsibility;
  - i) Keeping any exterior area of the manufactured home park within its control (not the responsibility of a resident) free from any species of weed or plant growth which are noxious or detrimental to the health of the residents;
  - j) The extermination of any insect, rodent, vermin, or other pest dangerous to the health of the residents whenever infestation exists in the area of the manufactured home park. It shall not be the responsibility of the affected resident if the infestation is not the fault of that resident (particularly if the infestation existed prior to their occupancy);
  - k) Maintaining all electrical, plumbing, gas, or other utilities provided by the licensee in good working condition. In the event of any repairs or construction to any utility in any manufactured home park, written notice shall be given twenty-four (24) hours prior to the repairs or construction to each tenant of the manufactured home park, except in cases of emergencies, after which any repair shall be completed within seventy-two (72) hours unless good cause is shown as to why the action or repair has not been completed. No utility shall be discontinued during the repairs or construction for more than three (3) consecutive hours unless the plans have been reviewed by the city or town engineer;
  - l) Maintaining all utilities provided to manufactured homes within the park up to and including the connection to the individual manufactured home, and all water and sewage lines and connections in good working order, and in the event of any emergency, making necessary arrangements (if possible) for the provisions of the service on a temporary basis;
  - m) Respecting the privacy of the resident and agreeing to enter the manufactured home only

after 48-hour notice (written or verbal) to the resident, during normal business hours or a time mutually agreeable, except in the event of an emergency where notice cannot be given;

- n) Allowing all residents, the freedom of choice in the purchase of all services, pursuant to RIGL 31-44-3 "rules and regulations;"
  - o) Allowing a resident to terminate the Occupancy Agreement whenever a change in the location of the resident's employment requires a change in the location of their residence if the resident gives thirty (30) days' notice; provided, that a resident who is a member of the armed forces of the United States may terminate their Agreement with less than thirty (30) days if they receive reassignment orders which do not allow prior notification;
  - p) Maintaining any road in the manufactured home park within the Corporation's control in good condition, provide adequate space for parking of one car for each lot and be responsible for damage to any vehicle, excluding damages from speed bumps, which is the direct result of any unrepaired or poorly maintained access road within the park and that is within the licensee's control;
  - q) Making reasonable rules for guest parking.
- 2) The homeowner is responsible for:
- a) Hooking up to utilities and maintaining connections;
  - b) All items listed in Section IV Buildings and Structures of these Community Rules;
  - c) Upkeep of their lot, including the care, maintenance and snow removal of their own walkways and driveways;
  - d) Outside use of water is restricted to odd calendar days;
  - e) For use of water to power wash your home, there is a fee of twenty dollars (\$20.00) for single wide; Thirty dollars (\$30.00) for double wide. Send a separate check made payable to LMEHCC and send your payment with your lot fee to Clarkin Property Management;
  - f) Obeying these Community Rules;
  - g) Payment of lot fee on time;
  - h) Prominently displaying the street number on the front and other locations on the home for emergency (911) and deliveries;
  - i) All state or local taxes on the home. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the co-op.
  - j) Damages, injury or loss incurred in their homes and on their lot.
  - k) Acquiring and maintaining homeowner's insurance on the home and providing proof of such to the Management.
- 3) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!

## **II OCCUPANCY**

- 1) The Park is a Fifty-Five (55+) Park only, as authorized by the RIGL and Department of Housing and Urban Development (HUD.)
- 2) Each resident shall have one mailing address, which will default to 27 Woodward Road, Lincoln RI 02865.
- 3) No children shall be allowed to reside within the Park continuously for a period in excess of five (5) days during any calendar month. In the case of any Resident of the Park having a child or obtaining a child, such child and/or parent(s) or legal guardian(s) shall vacate the Park within

one-hundred twenty (120) days.

- 4) Children are not permitted to roam the Park without proper supervision. The Resident will be held responsible for any damage caused by children.
- 5) All housing units are to be owner-occupied. No rentals or sub-leases are allowed. In order to promote the safety of the homeowners and make a fair distribution of services, all bedrooms shall consist of a minimum of fifty (50) square feet of floor area, and bedrooms designed and certified for two (2) or more people shall consist of seventy (70) square feet of floor area plus fifty (50) square feet for each person in excess of two (2).
- 6) All lot fees are due on the first (1st) day of the month. There is a ten-dollar (\$10.00) late charge for lot fee received after the twentieth (20<sup>th</sup>) day of each month.
- 7) Cash is not acceptable for payment of lot fees. A returned check fee of twenty-five dollars (\$25) per returned check will be assessed in addition to the actual returned check bank fees. No re-deposits will be made.

### **III SALE OF THE MANUFACTURED HOME**

- 1) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in thirty (30) days additional lot fee. In either case, the homeowner is responsible for advising any potential buyers of the requirement to join the Corporation as a condition of allowing the home to remain in the community.
- 2) For a period of thirty (30) days following the delivery of the notice to the Board, if the resident 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 resident 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 resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.
- 3) A lower-income family or individual shall be defined as a family or individual whose total income does not exceed eighty percent (80%) of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.
- 4) Every person who sells a manufactured home shall warrant to the buyer that the home is free and clear of all liens and if the seller violates the warranty, then the seller shall be strictly liable to the buyer in damages in accordance with RIGL 31-44-4-5(I).
  - a) For sales of homes:
    - i. The letter Management will contain the agent's name, telephone number, and address.
    - ii. The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
    - iii. If the buyer desires an inspection of the home as a contingency of the sale, it must be done in compliance with RIGL 31-44-4-6.
    - iv. List the home with a licensed real estate broker with a commission not to exceed ten percent (10%).

- v. The Rhode Island Mobile Home and Manufactured Home Commission as well as the established process for screening prospective purchasers by the Board shall define the term "Qualified Buyer" and "Prospective Residents". The Resident may post one (1) "FOR SALE" sign no larger than two feet (2) by two feet (2) in size, on the subject manufactured home for a reasonable time period.
  - vi. In the event of resale of a manufactured home, the local Building Inspector in the town where the manufactured home is to be located shall, upon the request of either party, inspect the unit and issue a certificate of approval that the unit is safe for human habitation and the site meets local zoning requirements. Any fee associated with the inspection will be the responsibility of the calling party.
  - vii. A draft copy of the purchase and sales agreement must be provided to the Board ten (10) days in advance of the closing and a copy of the final bill of sale must be supplied to the Board within ten (10) days after closing.
- b) For removal of homes:
- i. All taxes assessed against the home, all lot fees and assessments are to be paid in full.
  - ii. In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
  - iii. The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
- c) For homes to be moved in:
- i. The Board of Directors requires written approval of all new and used homes prior to delivery.
  - ii. The Board of Directors reserves the right to inspect and view any used home before moving into the community.
  - iii. If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
  - iv. All work must meet the minimum standards set by RIGL 31-44.
  - v. All manufactured homes that do not pass inspection shall be removed within one-hundred twenty (120) days, at the Resident's expense. A more detailed description of the inspection is contained in the inspection sheet of Lincoln Mobile Estates Housing Cooperative Corporation Inspection for safe and sanitary as well as Aesthetic Standards will be examined.
- 5) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 6) Septic systems are not to be used for disposal of grease, food scraps, condoms, feminine napkins or tampons, diapers, flushable wipes, non-bathroom tissue, cat litter, paint, children's toys, bio-hazard material, or other material not generally used or generated in bathroom or kitchen use. No garbage disposals are allowed. Residents are encouraged to use strainers in kitchen sinks, and no drips of faucets are allowed to continue unabated.
- 7) As a Member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase all lot fees. If the damages are found to be due to a particular homeowner's failure to follow this rule, that homeowner may be responsible for the entire cost of the repair.
- 8) It is the responsibility of the homeowner to provide for securing the home's water lines from

leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The Corporation reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Corporation's property and/or infrastructure are found to be due to a particular homeowner's failure to follow this rule, that homeowner may be responsible for the entire cost of the repair.

- 9) Notify the Board of Directors if there are any additional occupants in your home that exceed 30 (thirty) days. In all cases, the total number of occupants shall not exceed the Corporation's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an occupant, but not to sign as a party. Each additional adult occupant must meet the Corporation's Criminal Background Criteria. Occupancy may NOT exceed limits as defined by local and state law and in the above Section II, Line 5.
- 10) All homeowners are responsible for the actions of their guests, members of their household and their animals. These Community Rules apply to all guests and invitees, as well as the homeowner household.
- 11) No person or animal is to be on the lot or property of others, uninvited.
- 12) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free Community. Use, sale or giving of illegal drugs to others in this Community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 13) A moderate noise level from radios, electronic equipment, vehicles, and parties is expected at all times. Quiet hours are from (ten) 10 PM to (eight) 8 AM.
- 14) Homeowner is responsible for all repairs and maintenance of any aboveground fuel storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with "SAFETANK" standards as published by the Rhode Island Department of Environmental Management (DEM) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed in the same manner as lot fees are allowable under Rhode Island law. Screening the tank from view is required and should be constructed according to rules set forth in Section IV Buildings and Structures, Line 5.

#### **IV BUILDINGS AND STRUCTURES**

- 1) All homes need to be maintained in good condition, skirting, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.
- 2) The Board, its management company and/or lender may require the removal of a manufactured home because the age and condition does not meet the standards of the manufactured homes in the Park, in conformity with RIGL 31-44- 4(f) (4) (5), as specified in the Park Rules and Regulations, and as documented in writing how the manufactured home fails to meet said standards within a reasonable time. The Resident shall be given sixty (60) days to bring the

manufactured home into compliance with the standards. If time or weather conditions pose a hardship, the Resident may establish an escrow account sufficient to compensate for the necessary improvements, provided said account shall be held and managed by the Owner.

The standards are as follows:

1. Adequate, protective exterior coating or siding, in good condition.
  2. A roof in good condition and repair.
  3. Windows and doors in good condition and repair.
  4. Plumbing and electrical systems in conformity with local and state codes and in good condition and repair.
  5. A detachable hitch is required in good working order and good condition.
  6. Anchoring system in accordance with current State Building Codes.
  7. Skirting around the base on the manufactured home to be approved vinyl skirting material.
  8. Steps and handrails sturdy and maintained in good condition.
  9. No bottled gas and or fuel oil tanks allowed in front of manufactured home.
  10. Fuel oil tank shall be under ten (10) years old which is the defined life for an outdoor fuel oil tank. If any such tank shall be determined by the Board to be leaking, then it shall be immediately replaced at the Resident's expense.
- 3) No Resident may install a new deck or enlarge an existing deck without written permission from the Board. All decks, and their surfaces and supports must be kept in excellent repair. Accessory buildings, porches, decks, and skirting are to be kept painted and in good repair, so the appearance of the home and lot are attractive overall.
  - 4) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on the open side(s) and in accordance with the town's building code.
  - 5) No building, porch, carport, roof covered area or other structure shall be constructed without prior written approval of the Board. All requests shall show the plan of the project, the location of the proposed structure and the date the structure is to be constructed. Under no circumstances shall new garden sheds be allowed which are in excess of eight (8) feet in height or larger than one-hundred square (100) feet. Only one shed per lot is allowed. All appurtenant structures including but not limited to garden sheds, patio covers, awnings, etc., must be PRE-MANUFACTURED. All sheds made of wood must be painted or stained within thirty (30) days of completion. All appurtenant structures must be removable and shall be moved by the Resident if requested by the Board for lot repairs and improvements.
  - 6) Pools, swing sets, playscapes and trampolines are strictly prohibited!!
  - 7) No signs of any kind shall be erected or posted by the Resident, his agents, relatives, or representatives of the leased premises, except for one "For Sale" sign no larger than two (2) feet by two (2) feet to be attached to the mobile and manufactured home.
  - 8) All existing manufactured homes in the Park shall be subject to inspection by the Board every five (5) years from the date of entry into the Park. Any manufactured home placed on the market for sale shall be subject to inspection by the Board and must meet the aesthetic standards as set forth in these Community Rules.
  - 9) Failure to meet the inspection requirements and standards for manufactured homes will result in a Notice of Rules Violation. If the appropriate corrections are not made within thirty (30) days



of this notice, this may result in eviction and removal from the Park.

## V SITES

- 1) The Homeowner shall use rotary type clotheslines only. Resident(s) shall not be allowed to run clotheslines between any structures or vegetation in the Park.
- 2) All rubbish storage containers shall be in good condition and properly placed in a non-visible location towards the rear of the property. No plastic bags shall be left outside without being placed within a covered container. When there is a contract with a rubbish removal company, the conditions of the contract will state the maximum number of rubbish containers per lot and their size. Rubbish will be collected on time and date designated by the contract with the rubbish removal contractor. No rubbish is to be placed on curbside overnight. Trash pickup is for household garbage. No refrigerators, mattresses, computers, or other large items are allowed for pick-up.
- 3) The Resident is responsible for the proper maintenance, care and upkeep of the lot lawn and premises. If the Resident fails to maintain these, the Board shall notify the Resident, in writing, of this neglect. If the Resident fails to correct this condition within ten (10) days after written notice, the Board shall have the right to undertake steps to correct the condition. The Resident shall be responsible for all costs incurred by the Board for this work. Space around and under the home shall be kept neat and free of rubbish and junk. Abandoned, unused, material shall not be permitted on any lot and may be removed by the Board at the Resident's expense.
- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is not permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes only. Any fences installed prior to park acquisition may remain, but any new fences installed must be no higher than two (2) feet. No lot perimeter fences are allowed. Homeowners must receive prior written approval by the Board of Directors for all new fences.
- 7) The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure. All digging must be approved by the Board in advance in writing and, after such approval, New England Dig Safe should be contacted at 888-344-7233 to obtain their authorization, if so, required by Dig Safe. Such approval from the Owner will not be unreasonably withheld.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required. Homeowner must submit a written request showing the location of the tree(s) to be cut or trimmed and a description of the amount of cutting or trimming to be done. Such permission will not be unreasonably withheld.
- 9) Residents shall remove all ice and snow from driveways, stairs, and walkways.

## **VI SEWAGE AND PLUMBING**

- 1) In no case shall any sink, tub, or other plumbing equipment drain directly onto the ground. All plumbing discharges shall go into septic systems only. Sewer and water pipes located above the ground are the personal property of the Resident and are the Resident's responsibility. It is the Resident's responsibility to maintain these pipes and to prevent damage from freezing.
- 2) Washing machines are prohibited from lots that do not support washing machines.
- 3) Kitchen garbage disposals are prohibited.
- 4) Problems with septic systems caused by unacceptable material such as disposable diapers, cat litter, sanitary pads, grease, etc., in the septic system by Residents shall be remedied at the Homeowner's expense.
- 5) Water shall not flow unnecessarily. Homeowner must ensure that toilet valves are not stuck/running, faucets leaking, or water is running for no reason. Excessive water fills up the septic systems. The water pipes must be wrapped with an operational electric no-freeze heat cable and insulated to keep the pipes from freezing and bursting. It is the Homeowner's responsibility to ensure that the pipe(s) do not freeze. When the Homeowner's pipe(s) freeze, the main water line can freeze. The Board will defrost the ground line only and all costs associated with this operation will be the responsibility of the Resident.

## **VII VEHICLES**

- 1) No junked, abandoned, disassembled or unregistered automobiles, vans, or other motor vehicles shall be allowed in the Park, except Park maintenance vehicles. No snowmobiles, go-carts, motorcycles, scooters, or motorbikes are to be driven on Park roads. Vehicles having a loud exhaust must be repaired as soon as possible.
- 2) Residents and their guests shall park their motor vehicles only in front of the manufactured home or in their allocated space. One parking space is provided per lot. A second vehicle may be allowed pending written request to the Park Management and if space is available. A third vehicle may be allowed pending written request, available space, and a fifty dollar (\$50.00) per month charge. Under no circumstances shall a Resident be allowed to maintain more than three (3) vehicles in the Park.
- 3) Unregistered vehicles shall be towed and removed from the Park premises at the sole cost and expense of the vehicle owner and/or the Resident who allowed the same to be stored within the Park.
- 4) No trucks, except service vehicles, in excess of one-thousand five-hundred pounds (1,500 lbs.) or three-quarter ton (3/4 ton) capacity shall be allowed to park in the Park.
- 5) There shall be no parking on the grass or other unpaved areas in the Park. Parking shall be on paved roadway or designated parking space. Only passenger vehicles in good repair and condition shall be kept in the Park. Commercial vehicles are not permitted.
- 6) No boats, boat trailers, car trailers, campers, motor homes, or canoes shall be stored or parked in the Park. No Resident shall allow any gas or oil to leak onto the ground or pavement in the Park.

No Resident shall be allowed to wash or make repairs to their vehicles or any other vehicles in the Park. Tire changes, battery replacement, and rinsing vehicles only is permitted. This subsection shall not apply to boats, trailers, boat trailers, car trailers, campers, motor homes or canoes stored at the premises prior to the new ownership in July of 2019. Notification via letter will be made.

- 7) THE SPEED LIMIT IN THE PARK IS TEN (10) MILES PER HOUR. THE SPEED LIMIT REDUCES TO FIVE (5) MILES PER HOUR WHERE POSTED.
- 8) During winter weather, vehicles must be moved off the roads to allow for proper snow removal and plowing. All vehicles shall be removed whenever there is a snowstorm warning or when the snowplow vehicles are sighted in the Park. Any parked vehicle that impedes snow removal from the Park street shall be towed at the owner's expense.

## **VIII POND**

The pond located within the Park is off limits to the Resident(s), their families, friends and/or guests. No boating, fishing, swimming, or other recreational activities are permitted on or around the Pond. The Board is not liable or responsible for any and all injury or damage sustained by the Resident, their family, friends, or guests, resulting from their unauthorized use of this area.

## **IX ANIMALS**

1. No pets other than two (2) indoor cats are allowed per household. Outdoor cats are not permitted, and Residents are not permitted to feed any feral cats in the Park.
2. Any Resident with a need for a service animal shall submit a Request for Reasonable Accommodation to the Board of Directors. Requests shall not be unreasonably withheld.
3. Any Resident keeping an animal in violation of this section must remove the animal from the Home. If the animal is not removed from the Home within thirty (30) days of Notice of Rules Violation, the Resident may be evicted or removed from the Park.
4. Any pets in a Household prior to Park acquisition shall be allowed to remain. If those pets pass away or are removed from the Park for any reason, the current Rules will then apply to that Household.

## **X FIRE**

All manufactured homes are required by Rhode Island State Fire Marshall to have smoke alarms, with at least one in each bedroom and all hallways. It is strongly recommended that the home have at least one operational Carbon Monoxide (CO) detector. It is also strongly recommended that a charged fire extinguisher be kept in the kitchen and in each bedroom.

## **XI NUISANCES**

No nuisance shall be allowed within the Park, nor shall any use or practice which is the source of annoyance to residents, or which interferes with the peaceable possession and proper use of the property by the residents be allowed. Residents and guests shall not be publicly drunk or

boisterous, nor allowed to have loud parties, loud radios, or excessive noise, which results in the disturbance of other residents.

## **XII SOLICITING**

No peddling, soliciting of the conduct of any commercial enterprises, distribution of handbills or circulars shall be allowed without the prior written approval of the Board, except as permitted among the Resident(s) themselves. Any individual wishing to peddle, solicit or distribute handbills or circulars must carry a local or state permit for the same and must notify the Board as to the hours they shall be operating. All such activities shall be conducted in such manner as to not disturb the Residents or the Park and shall be allowed only during reasonable daylight hours. Any such request for solicitation or distribution by the Rhode Island Mobile Home Association and political candidates or elected political officials shall not be withheld unreasonably. Signage as to this prohibition will be posted.

## **XIII REQUESTS FOR REASONABLE ACCOMODATIONS**

Where the situation warrants, Residents may apply for an exception to these Community Rules by submitting a written Request for Reasonable Accommodation to any member of the Board of Directors. The Request for Reasonable Accommodation will be heard by the Board of Directors in an Executive Session (to ensure confidentiality) at the next regularly scheduled Board meeting. Any granted Request by the Board shall be subject to revocation at the sole discretion of the Board. Any granted request will only apply to the specific situation outlined in the request and will not be considered a blanket waiver of the Rule in question (for the specific Member or any other Member(s)).

## **XIV ATTORNEY'S FEES AND COSTS**

In the event any legal action is commenced by the Corporation to collect a past due lot fee, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation as allowable under RI state law. These fees and costs will be paid by the Homeowner, 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 a Supreme Court Appeal filed by the Homeowner. The legal fees and costs incurred by the Corporation shall be considered additional lot fee for the unit in question, and this additional lot fee shall be due and payable by the Homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Corporation by a Homeowner and the Corporation prevails in said action, or the action is withdrawn by the Homeowner, the Homeowner shall be required to reimburse the Corporation in defending such action. In no event shall the Corporation be responsible for paying the Homeowner's legal fees. This is justified since the Homeowner is a member of the Corporation and a partial owner of the Corporation. 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.

## **XV SEVERABILITY**

Should any part of these Rules be deemed illegal, it does not mean that these entire Rules are illegal.

## **XVI LIABILITY AND INDEMNITY**

The Corporation shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or animals, guests, family members or invitees of the homeowner. The Corporation shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking, or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. Not for any damage arising from acts of neglect of co-resident, or other occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property.

Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify Corporation and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the Corporation from gross negligence.

Except for gross negligence of Corporation, homeowners hereby release Corporation from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the Corporation is not responsible for claims or damages that may be caused by the re-entering and taking of possession by Corporation under conditions of these Community Rules and regulations or the laws of the State of Rhode Island.

## **CONTACT INFORMATION**

Emergency only phone number 401-276-3076

Address Correspondence  
LMEHCC, Inc.  
27 Woodward Road Lot #102  
Lincoln RI 02865

Office E-mail: [lmehcc@outlook.com](mailto:lmehcc@outlook.com)

**PLEASE REVIEW AND SIGN SIGNATURE AREAS BELOW**

By signing below, I/We, the residents, or prospective residents, do hereby acknowledge receipt of a complete copy of these Rules and Regulations of Lincoln Mobile Estates Housing Cooperative Corporation (also known as LMEHCC, Inc.) and the "Notice required by Law" and have read, understand and agree to abide by the Community Rules and Regulations of LMEHCC, Inc.

ACCEPTED BY: (PLEASE HAVE ALL THOSE LIVING IN THE HOME SIGN THIS SECTION)

**Homeowner/Resident**

(Each and every person living in the home must sign.)

**DATE**

---

**Homeowner /Resident**

(Each and every person living in the home must sign.)

**DATE**

---

**Homeowner /Resident**

(Each and every person living in the home must sign.)

**DATE**

---

**Homeowner/Resident**

(Each and every person living in the home must sign.)

**DATE**

---

**Homeowner/Resident**

(Each and every person living in the home must sign.)

**Community Rules**

Total \_\_\_\_\_ Pages – Approved on 2/1/24 by the Membership.

The foregoing is a true and accurate account, attested by, Yvette Novicki  
Secretary