

C. Injunctive Relief.

1. Oakhill Stormwater Program. Within thirty (30) days after the Final Settlement Date, the Oakhill Defendants shall confirm arrangements for immediate and further implementation of the Oakhill Stormwater Management System Operation & Maintenance Program (the “Oakhill Stormwater Program”), as outlined in Exhibit G hereto. The enforceability of the Oakhill Stormwater Program pursuant to this Agreement shall automatically expire five (5) years after the Final Settlement Date, *provided, however*, that any Settlement

Class Member may petition the Court for an extension of the judicially-enforceable term of that program for good cause. No Settlement Class Member may move to extend the Oakhill Stormwater Program except for good cause shown. Any motion to extend the Oakhill Stormwater Program shall be filed at least six months prior to the expiration of the program's judicially-enforceable term, if the purported cause on which the motion is based is known to the Settlement Class Member as of that date, and in no event shall any motion to extend the Oakhill Stormwater Program be filed after the expiration of the program's judicially-enforceable term.

2. Annual Stormwater Operations & Maintenance Reporting. On the first anniversary of the Final Settlement Date, and on each anniversary thereafter in which the Oakhill Stormwater Program remains judicially enforceable, the Oakhill Defendants shall submit a letter report to Class Counsel outlining all activities conducted at the Oakhill Manufactured Housing Community during the prior year pursuant to the Oakhill Stormwater Program, including the completion of outstanding stormwater management improvements or capital projects contemplated in Section III.C.3.

3. Stormwater Management System Improvement Projects. The Oakhill Defendants shall be responsible for completion of the following three projects (jointly, the "System Improvement Projects"), which constitute agreed-upon improvements to certain components of the comprehensive Oakhill Stormwater Management System that serves and benefits all Class Members, for purposes of enhancing the effective functionality of the integrated, community-wide system as a whole: (a) the expansion of the Shanley Drive galley drain system (the "Shanley Drive Galley Drain"); (b) the design and installation of a new drain in the yard area between the homes located at 92 and 93 Such Drive, respectively (the "92-93 Such Drive Yard Drain"), and (c) the preparation of an as-built plan, for operational reference

purposes, to depict the existing four culvert chamber drain in the yard area between the homes located at 102 and 102A Shanley Drive (the “102-102A Shanley Drive Yard Drain”). All of the above-described System Improvement Projects shall be completed by the Oakhill Defendants within a reasonable time after the Final Settlement Date. Within a reasonable time following their completion of each System Improvement Project, the Oakhill Defendants shall provide written confirmation of such completion, and an as-built plan that depicts the pertinent stormwater management system structure, to Class Counsel.

4. Stormwater Management Complaint Resolution Procedure. From and after the Final Settlement Date and for the duration of the enforceable term of the Oakhill Stormwater Program as provided in this Agreement, the Settling Oakhill Parties and Settlement Class Members shall abide by the following Stormwater Management Complaint Resolution Procedure:

(a) In the event that any member of the Injunctive Relief Class wishes to pursue resolution of any complaint that is not a Released Claim regarding the management of stormwater at their home site, the Class Member shall initiate the Stormwater Management Complaint Resolution Procedure by providing clear and specific written notice of such complaint (by e-mail or otherwise) to the Oakhill Community Manager (the person designated as “Community Manager” at the Hometown Management’s Oakhill office located at 1003 Oakhill Avenue, #66, Attleboro, MA 02703). Following the delivery and receipt of such notice, the Oakhill Defendants shall investigate and assess the complaint, *provided, however*, that such investigation and assessment, and any and all other participation in the Stormwater Management Complaint Resolution Procedure, shall be made by the Oakhill Defendants subject to and without any waiver of their position as to whether the complaint is a Released Claim. The complaining

Class Member shall cooperate in good faith with such investigation and assessment, including without limitation by providing any reasonably requested information concerning the complaint. If the complaining Class Member documents, or the Oakhill Defendants otherwise determine, that excessive standing surface water is present on the Class Member's home site for longer than 24 hours after a rainfall event has ended, the Oakhill Defendants shall retain a qualified and experienced civil engineer to investigate conditions on the home site and determine the cause of the standing water. This requirement shall be fulfilled by the Oakhill Defendants subject to and without any waiver of their position as to whether the complaint at issue is a Released Claim.

(b) No later than thirty (30) days following their receipt of any Class Member's written complaint regarding the management of stormwater at their home site, the Oakhill Defendants shall notify the complaining Class Member in writing of the results of their investigation and assessment of such complaint. If any written report is created by a civil engineer pursuant to the investigation contemplated by this Section III.C.4, that report shall be included as part of the written response if then available, or, if created later, it shall be shared with the complaining Class Member following its delivery to the Oakhill Defendants. The Oakhill Defendants' written response to the complaint shall specify the further actions, if any, that the Oakhill Defendants have determined to take to address the matter, and shall provide a proposed schedule or time frame for implementing the same. If the Oakhill Defendants have determined to take no further action to address the matter on the ground that the complaint is a Released Claim, they shall confirm that position, and provide a brief explanation of the basis for that position, in their written response.

(c) If the complaining Class Member is dissatisfied with the Oakhill Defendants' written response to his/her complaint, the Class Member shall, no later than thirty

(30) days following the receipt of such response, make a written request for an opportunity to meet and confer with the Oakhill Community Manager, in a good-faith effort to resolve the matter through negotiations. The Oakhill Defendants shall then arrange to provide such a meet-and-confer opportunity within seven (7) days of receiving such request, or within any such further time as the parties may agree in writing is reasonable to allow for further investigation and assessment. The completion of the meet-and-confer process shall be confirmed in writing by the Oakhill Defendants, once accomplished. Any such confirmation shall specify whether the Oakhill Defendants consider the complaint to be then resolved and/or scheduled for resolution (including specification of the time frame within which the Oakhill Defendants will arrange to complete any corrective action that they propose for purposes of resolving the complaint).

(d) Either party to a complaint made pursuant to the Stormwater Management Complaint Resolution Procedure may then make a written request for mediation with an independent third-party neutral, but only in the following circumstances:

(i) if both the complaining Class Member and the Oakhill Defendants agree in writing that the complaint remains unresolved, either upon the completion of the meet-and-confer process or, to the extent applicable, upon the completion of any corrective action undertaken by the Oakhill Defendants within the specified time frame; or

(ii) if the complaining Class Member has provided written notice to the Oakhill Defendants that the complainant either disputes the Oakhill Defendants' determination that the complaint has been resolved, or is dissatisfied with the Oakhill Defendants' plan and schedule of the Oakhill Defendants for completing corrective action in response to the complaint. Any such request for mediation shall attach documentation sufficient

to establish that the requirements of sub-paragraphs (a)-(c), and, if and to the extent applicable, the requirements of Section (III)(C)(4)(d), have been satisfied.

(e) In response to any request for the same, the above-described parties shall engage in mediation in a further good-faith effort to resolve the matter. If such parties do not agree on a mutually-acceptable private mediator, any costs of which shall be borne by the Oakhill Defendants, then the parties shall request court-facilitated mediation with a Magistrate Judge to be designated by the Court. The resolution of any complaint made pursuant to the Stormwater Management Complaint Resolution Procedure at any mediation conducted pursuant to this dispute resolution process shall be documented in writing.

(f) No party may seek judicial relief with respect to any stormwater management complaint unless and until the above-specified complaint resolution process has been completed. If a complaining Class Member seeks judicial relief as to a Released Claim, the Oakhill Defendants retain all release, res judicata, and other defenses to such claim, may seek dismissal of any judicial action regarding a Released Claim, and shall not be prejudiced in any way, or viewed as waiving those defenses, by participating first in the Stormwater Management Complaint Resolution Procedure.

(g) The obligations of the complaining Class Member and the Oakhill Defendants to participate in the Stormwater Management Complaint Resolution Procedure in good faith are subject to the following expectations and understandings:

(i) no Class Member shall initiate or pursue the procedure with respect to any matter that they understand to constitute a Released Claim;

(ii) the Oakhill Defendants shall participate in the procedure even with respect to complaints that they believe to constitute Released Claims, *provided*,

*however*, that such participation will be subject to and without waiver of any contention they may have that the complaint at issue is a Released Claim, and

(iii) the Oakhill Defendants shall in no event have any obligation to offer or undertake any substantive corrective action to address a complaint that they believe is a Released Claim.

5. From and after the Final Settlement Date and for the duration of the enforceable term of the Oakhill Stormwater Program as provided in this Agreement, the Court shall retain jurisdiction to enforce the Settling Oakhill Parties' compliance with their respective obligations under this Section III.C. The Oakhill Defendants shall not initiate any enforcement action or file any enforcement motion in the first instance against one or more of the Class Members to require their compliance with this Section III.C, but in the event of any enforcement action or enforcement motion filed by one or more of the Class Members to require compliance with this Section III.C, then the responding Oakhill Defendant(s) shall be free to present and pursue any issues or concerns they may have regarding the compliance of the complaining Class Member(s) with this Section III.C, and the Court may address any and all process compliance issues raised by any party in that context.

6. The Settling Oakhill Parties agree that none of them will seek any Court-ordered sanctions for violating the terms of the injunction described in this Section III.C, other than: (i) Court-ordered enforcement of such terms; and/or (ii) additional sanctions based on the failure of any Settling Oakhill Party to comply with a Court Order issued in response to a prior request to compel enforcement of the terms of the injunction described in this Section III.C.

