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25-P-1078 Appeals Court

BLACKMAN'S POINT HOMEOWNERS' ASSOCIATION, INC., & others[1] vs. NANCY BLACKMAN CALL, trustee,[2] & others.[3]

No. 25-P-1078.

Bristol. March 9, 2026. - November 18, 2026.

Present: Desmond, Tan, & Wood, JJ.

Manufactured Housing Community. Contract, Settlement agreement. Real Property, Restraint on alienation, Right of first refusal. Consumer Protection Act, Unfair or deceptive act. Practice, Civil, Consumer protection case.

Civil action commenced in the Southeast Division of the Housing Court Department on March 23, 2020.

Following review by this court, 103 Mass. App. Ct. 711 (2024), the case was heard by Anne Kenney Chaplin, J., on motions for summary judgment and entry of judgment was ordered by her.

Donald M. Solomon for the plaintiffs.

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[1] John Flanagan and Thomas Oram.

[2] Of the Blackman Realty Trust.

[3] Dana Lewis Blackman and Roger Bradford Blackman, as trustees of the Blackman Realty Trust, and Blackman's Point R.V. & Camping, LLC.

Steven S. Broadley for the defendants.

Andrea Joy Campbell, Attorney General, & Daniel A. Less, Assistant Attorney General, for the Attorney General, amicus curiae, submitted a brief.

WOOD, J. This matter is before us for a second time. See Blackman's Point Homeowners' Ass'n v. Call, 103 Mass. App. Ct. 711 (2024). The defendants (collectively, Blackmans) own and operate a manufactured housing community (park).[4] The plaintiffs are the homeowners' association for the park and two individual tenants and association members. The Blackmans seek to discontinue the park, remove the manufactured homes, and then sell the underlying land, which they believe will command a higher price without the park on it. The plaintiffs, however, contend that both the Manufactured Housing Act (act), G. L. c. 140, §§ 32A-32S, and a settlement agreement between the parties require the Blackmans, if they intend to sell the land to a third party who wants to use the land for a different purpose, to continue operating the park until they receive a

[4] Manufactured housing communities were previously known as mobile home parks. See Mac's Homeowners Ass'n v. Gebo, 92 Mass. App. Ct. 453, 454 (2017). The trustees of the Blackman Realty Trust are the record owners of the property where the park is located, and Blackman's Point R.V. & Camping, LLC, is the licensed operator of the park. As we discuss infra, various members of the Blackman family have owned and operated the park for decades. Where the difference between the current owners and operators and their predecessors-in-interest is immaterial to our discussion, we refer to them all interchangeably as the Blackmans.

bona fide offer to purchase the land. Then, they must permit the homeowners' association an opportunity to exercise its statutory and contractual rights of first refusal. We agree with the plaintiffs. Accordingly, we vacate so much of the judgment that entered for the Blackmans and remand for further proceedings. In all other respects, the judgment is affirmed.[5,6]

Background. Many of the following facts were described in this court's prior decision. See Blackman's Point Homeowners' Ass'n, 103 Mass. App. Ct. at 713-716. We recite them here for context.

1. The park. The park is on oceanfront land in Marshfield and, for decades, has been owned and operated by various members of the Blackman family as a manufactured housing community. The park is open on a seasonal basis only, between May 1 and September 30. During the months that the park is closed, tenants have the option to store their manufactured homes there.

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[5] The judgment was substantially in the Blackmans' favor but included a declaration for the plaintiffs on one point, which then became binding on the homeowners' association and all unit owners: a prior settlement agreement between the parties did not violate the rule against perpetuities. The Blackmans have not cross-appealed from those aspects of the judgment, and they are not before us.

[6] We recognize the amicus brief filed by the Attorney General.

2. The underlying lawsuits. In many respects, the current dispute between the Blackmans and the park's tenants goes back to the 1980s, when the Blackmans began to express an interest in discontinuing the park or selling the land. In 1987, the homeowners' association and several individual tenants and association members brought an action claiming that the Blackmans were violating the act. The plaintiffs in the 1987 lawsuit claimed that they had various statutory rights, including a right of first refusal in the event of a sale, that the Blackmans were not honoring. The parties resolved the 1987 lawsuit through a settlement agreement dated March 22, 1988.

The 1988 settlement agreement provided that the Blackmans would continue operating the park as follows:

> "In each year succeeding 1988 in which the Blackmans do not notify the [homeowners'] [a]ssociation by April 1 of each such year of any bona fide offer to buy the [p]roperty that the Blackmans intend to accept, the Blackmans hereby agree to reopen the [p]ark for the period from May 1 through September 30 of each such year."

In the event that a third party made a bona fide offer to purchase the land on which the park sits, the Blackmans disputed that the homeowners' association or any individual tenant had a statutory right of first refusal but agreed to give the homeowners' association a contractual right of first refusal. The settlement agreement also included provisions setting the

rental rates for the 1988 season and limiting how much rental rates could be increased in the future.

The Blackmans continued to own and operate the park and, in 2014, brought suit to determine if they could increase the rental rates to fair market rates. The 2014 lawsuit ended with a stipulated judgment that was incorporated in an order for judgment on June 4, 2018. The stipulated judgment enjoined the Blackmans from raising the rental rates in excess of what the 1988 settlement agreement permitted and stated that it was "still in force and ha[d] not been amended, modified, or terminated by the parties in any respect, whether by this judgment or otherwise."

Around March 29, 2018, while the 2014 lawsuit was ongoing, the Blackmans sent letters to park tenants entitled "Notice of Intent to Sell," stating, "in accord with the requirements of [ ] G. L. c. 140, § 32R(a), that [the Blackmans] intend to sell the land . . . and to take steps to begin the process of discontinuing [their] business as prescribed in [ ] G. L. c. 140[,] § 32L[,] and the Settlement Agreement." In two subsequent letters to park tenants entitled "Notice of Intent to Discontinue Use," dated June 12, 2018, and August 7, 2018, the Blackmans stated, "in accord with the requirements of [ ] G. L. c. 140, § 32L, that [the Blackmans] intend to discontinue the use of the [p]ark and discontinue the [p]ark's business, as

prescribed in [ ] G. L. c. 140, § 32L," to "pursue other objectives." These later two notices made no mention of the Blackmans' intent to sell the land in accord with the requirements of G. L. c. 140, § 32R. The Blackmans readily admit that they seek to discontinue the park, remove the manufactured homes, and sell the land in the belief that they will obtain a higher price than if the park were intact. As one of the defendants stated in an e-mail message,

> "I'm against selling . . . before we get rid of the 'present clutter', which, in my mind lessens the possible asking price of the property. Of course, the [homeowners' association] would not want to have to move any of their things! I, of course, do not want to make this easy for them!"

The defendant who wrote the message explicitly testified that the "clutter" to which she was referring included the manufactured homes.

On March 23, 2020, the plaintiffs brought the instant lawsuit in the Housing Court. The plaintiffs claimed that the Blackmans could not discontinue the park under the 1988 settlement agreement and that, regardless, the Blackmans were not following the procedures for discontinuance to use the land for a different purpose set forth in the act, see G. L. c. 140, § 32L (7A)-(9), or the procedures to sell the land to a third party set forth in the act, see G. L. c. 140, § 32R. The plaintiffs also claimed that the Blackmans' actions were unfair

or deceptive in violation of G. L. c. 93A. The complaint sought, inter alia, declaratory relief and damages under c. 93A.[7] A judgment entered for the Blackmans, and the plaintiffs filed their first appeal.

The focus of the first appeal was whether the Blackmans violated the terms of the 1988 settlement agreement. We concluded that the terms of the settlement agreement prohibited the Blackmans from discontinuing the park for as long as they own the land but that we needed to remand for the Housing Court to address in the first instance the parties' arguments regarding the enforceability of that agreement. See Blackman's Point Homeowners' Ass'n, 103 Mass. App. Ct. at 716-718. We also remanded for reconsideration of the plaintiffs' claim for violation of G. L. c. 93A, as the judgment for the Blackmans on that count was premised on the idea that they had not violated the settlement agreement. See id. at 720. In light of the open question regarding whether the settlement agreement was enforceable, and thus whether the Blackmans could discontinue the park, we declined to reach the issue whether the Blackmans

[7] The complaint also sought damages for violation of G. L. c. 186, § 18, which prohibits retaliation against tenants. In the prior appeal, we affirmed the judgment for the Blackmans on that count, and it is not before us in this appeal. See Blackman's Point Homeowners' Ass'n, 103 Mass. App. Ct. at 719-720.

complied with the procedures for discontinuance set forth in the act. See id. at 715 n.10.

On remand, a judgment entered containing the following declarations, which "shall be binding upon, without exception, all members of the [homeowners' association] and all owners of units in the park": (1) the Blackmans complied with the procedures for discontinuance set forth in the act; and (2) the 1988 settlement agreement was void as an unreasonable restraint on alienation, and was unenforceable on equitable grounds, but it did not violate the rule against perpetuities. The judgment also included a finding for the Blackmans on the plaintiffs' claim for violation of G. L. c. 93A.

This matter is now here on the plaintiffs' appeal from that judgment. They argue that the act prohibits the Blackmans from discontinuing the park to facilitate the sale of the land.[8] We agree. We further conclude that the 1988 settlement agreement is enforceable and therefore serves as an independent prohibition on discontinuing the park. Lastly, we conclude that the plaintiffs' claim for violation of G. L. c. 93A requires further consideration.

[8] As noted above, the Attorney General has filed an amicus brief in support of the plaintiffs' interpretation of the act.

Discussion. 1. Discontinuance. The primary question in this appeal is whether the Blackmans may discontinue the park and have the manufactured homes removed to facilitate the sale of the land. The plaintiffs argue that doing so would violate the act and the 1988 settlement agreement, which they argue is enforceable. We review these questions of law de novo. See Meyer v. Veolia Energy N. Am., 482 Mass. 208, 211 (2019).[9]

a. Manufactured Housing Act. Turning first to the act, we are guided by our fundamental approach to statutory interpretation:

> "[A] statute must be interpreted according to the intent of the Legislature ascertained from all its words construed by the ordinary and approved usage of the language, considered in connection with the cause of its enactment, the mischief or imperfection to be remedied and the main object to be accomplished, to the end that the purpose of its framers may be effectuated" (citation omitted).

Vita v. New England Baptist Hosp., 494 Mass. 824, 834 (2024). "[O]ur analysis begins with the principal source of insight into legislative intent -- the plain language of the statute" (quotations and citation omitted). Patel v. 7-Eleven, Inc., 489 Mass. 356, 362 (2022), S.C., 494 Mass. 562 (2024). "Ordinarily,

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[9] We note that the primary question before us -- whether the Blackmans may discontinue the park to facilitate the sale of the land -- could be resolved under either the act or the settlement agreement. We nonetheless analyze the question under both theories to provide clarity to the parties, who are here on a second appeal following remand, and because the plaintiffs relied on both theories in seeking damages under G. L. c. 93A.

where the language of a statute is plain and unambiguous, it is conclusive as to legislative intent" (citation omitted). Vita, supra. In conducting this analysis, "[w]e do not interpret words in a statute in isolation; rather, we must look to the statutory scheme as a whole so as to produce an internal consistency within the statute" (quotations and citation omitted). Id.

The act was intended to protect a particularly vulnerable community of homeowners who own their manufactured homes but not the land underneath. See Greenfield Country Estates Tenants Ass'n v. Deep, 423 Mass. 81, 86 (1996). Many owners of manufactured homes are vulnerable to losing access to the land on which their homes are located, leading to significant uncertainty and hardship. See id. While theoretically movable, manufactured homes are essentially permanently fixed to the land under their manufactured housing communities. See Yee v. Escondido, 503 U.S. 519, 523 (1992). As a result, it is typically impossible to sell a manufactured home if it is not on a lot. "[I]f a tenant is unable to sell his home on the lot, his investment may be rendered almost worthless." Commonwealth v. Gustafsson, 370 Mass. 181, 191 (1976). See Commonwealth v. DeCotis, 366 Mass. 234, 238 (1974) (market value of manufactured homes in place on lot significantly greater than its market value as manufactured home to be moved). These realities place

tenants of a manufactured housing community in peril if their landlord decides to stop operating the community. See Greenfield Country Estates Tenants Ass'n, supra. To protect these vulnerable communities, the Legislature enacted the Manufactured Housing Act, G. L. c. 140, §§ 32A-32S. "The goal of the [act] is to avoid discontinuances of manufactured housing communities and to ensure that tenants of such communities are not left at the peril of their landlords due to a practical inability to relocate a manufactured housing unit." Id. Put another way, the act was intended to protect tenants of manufactured housing communities from displacement.

To achieve this purpose, the Legislature established detailed procedures for (1) discontinuances of manufactured housing communities so the owner may use the land for a different purpose, see G. L. c. 140, § 32L (7A)-(9), and (2) sales or leases of land resulting in discontinuances, see G. L. c. 140, § 32R (b)-(e).[10] General Laws c. 140, § 32L (7A)-(9), prescribes the procedure to be followed when an owner wants to discontinue a manufactured housing community and use the land for a different purpose. The owner must "demonstrate[] that

[10] The act includes a third set of procedures, not pertinent here, for an owner seeking to sell or lease the community to someone who plans to continue operating it as such. See G. L. c. 140, § 32R (a), (f).

such change of use or discontinuance is in good faith." G. L. c. 140, § 32L (8). The owner must also give notice of the owner's planned alternative use of the land, see id., and "pay to any tenant who is entitled to receive notice pursuant to paragraph (8) at the tenant's election, either (a) his actual relocation costs or (b) the appraised value of the tenant's manufactured home," G. L. c. 140, § 32L (7A). In contrast, G. L. c. 140, § 32R (b)-(e), prescribes a different procedure for an owner seeking to sell the land to a third party who wants to use the land for a different purpose. The procedures include notice, see G. L. c. 140, § 32R (b), and a right of first refusal:

> "A group or association of residents representing at least fifty-one percent of the manufactured home owners residing in the community which are entitled to notice under paragraph (b) shall have the right to purchase, in the case of a third party bona fide offer to purchase that the owner intends to accept, or to lease in the case of a third party bona fide offer to lease that the owner intends to accept, the said community for purposes of continuing such use thereof . . . .," G. L. c. 140, § 32R (c).

Read together, these provisions establish separate and distinct procedures for two different means of ending a manufactured housing community: (1) a good faith change of use by the current owner; and (2) a sale or lease of the land to a third party for a different use. The Legislature's establishment of separate and distinct procedures for these different objectives makes plain that an owner cannot invoke the

change of use procedures prescribed by G. L. c. 140, § 32L, to facilitate a sale to a third party who does not plan to continue operating the manufactured housing community. The latter is prescribed by procedures in G. L. c. 140, § 32R (b)-(e), and we interpret statutes to produce internal consistency. See Vita, 494 Mass. at 834.

The Blackmans argue that they should be allowed to (1) discontinue the park, (2) have the manufactured homes removed, and then (3) offer the land for sale, at which point they would follow the procedures set forth in G. L. c. 140, § 32R (b)-(e), including giving the homeowners' association a right of first refusal if and when they receive a "bona fide offer for such a sale . . . that the owner intends to accept." G. L. c. 140, § 32R (b). We disagree.

As discussed above, the act was intended to protect manufactured home owners, who are otherwise "left at the peril of their landlords due to a practical inability to relocate a manufactured housing unit." Greenfield Country Estate Tenants Ass'n, 423 Mass. at 86. The plain language of the statute is unambiguous.[11] The act prohibits the Blackmans from

[11] If the language of the statute were ambiguous, we would have to consider whether to defer to the Attorney General's interpretation of the act, as articulated in her amicus brief. See DeCosmo v. Blue Tarp Redev., LLC, 487 Mass. 690, 700 (2021). Because the Attorney General's interpretation is consistent with

discontinuing the park, having the manufactured homes removed, and then offering the land for sale.[12] To be clear, the act does not prohibit the Blackmans from selling the land on which the park sits to someone who does not want to operate the park. The act simply prescribes the procedure the Blackmans must follow. Pursuant to G. L. c. 140, § 32R, they must continue to operate the park as a manufactured housing community until they receive a bona fide offer from a third party to purchase the land. Then they must report this offer to the plaintiffs and give them the opportunity to exercise their statutory right of first refusal. See G. L. c. 140, § 32R (b), (c); ENI 131 Commerce Way LLC v. T.L. Edwards, Inc., 103 Mass. App. Ct. 838, 840 (2024) (party must have realistic opportunity to exercise right of first refusal). If the plaintiffs choose not to or are unable to exercise their right of first refusal, then the act authorizes the Blackmans to sell the land to the third party who wants to

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the plain meaning of the statute, we need not consider this issue further.

[12] We note that the plaintiffs argue that notices sent by the Blackmans did not comply with statutory requirements. Given our broader conclusion that the Blackmans may not discontinue the park to facilitate the sale of the land, the issue of whether the Blackmans' notices were sufficient is moot, and we decline to address it. See Noelle N. v. Frasier F., 97 Mass. App. Ct. 660, 661 (2020).

use the land for a different purpose. See G. L. c. 140, § 32R (c).

b. 1988 settlement agreement.[13] The 1988 settlement agreement also, independently, prohibits the Blackmans from discontinuing the park and having the manufactured homes removed prior to offering the land for sale. As noted above, the settlement agreement includes provisions requiring the Blackmans to reopen the park each year until they decide to sell the property. In the prior appeal, we interpreted these provisions as prohibiting the Blackmans from discontinuing the park for as long as they own the land, but we remanded for consideration of whether the settlement agreement is enforceable.[14] See Blackman's Point Homeowners' Ass'n, 103 Mass. App. Ct. at 716-718. On remand, in a 2024 decision, the judge concluded that the settlement agreement was void as an unreasonable restraint on alienation and unenforceable on equitable grounds. Before this court, the Blackmans also argue that the settlement

[13] The plaintiffs argue that the Blackmans waived their arguments regarding the enforceability of the settlement agreement by not raising those arguments in the 2014 lawsuit. Regardless of whether the issue has been waived, we exercise our discretion to reach it.

[14] It is undisputed that the Blackmans may sell the land to someone who plans to discontinue the park, and that the settlement agreement would not restrict a future owner's ability to discontinue the park.

agreement has lapsed by operation of statute, see G. L. c. 184, § 23. We disagree on both counts.

First, G. L. c. 184, § 23, provides that "[c]onditions or restrictions, unlimited as to time, by which the title or use of real property is affected, shall be limited to the term of thirty years after the date of the deed or other instrument or the date of the probate of the will creating them."[15] The Blackmans contend that the terms of the 1988 settlement agreement requiring them to operate the park until they sell it are "[c]onditions or restrictions, unlimited as to time, by which the title or use of real property is affected." Id. The Blackmans contend that the conditions or restrictions were therefore limited to a term of thirty years, which ended on March 22, 2018.

The Blackmans' position founders on the distinction between a personal contract and a land restriction. A personal contract imposes an obligation on a particular person or party, such that the obligation arises from that person's promise rather than the person's ownership of a particular parcel of land. See, e.g., Orenberg v. Horan, 269 Mass. 312, 313, 316 (1929) (provision stating that grantee agreed "to keep the tower clock in its

[15] The statute includes an exception for certain "gifts or devises for public, charitable or religious purposes." G. L. c. 184, § 23. That exception is not applicable here.

present position" was "personal obligation" that did not bind future grantees). In contrast, a land restriction burdens the land itself and limits use of the land, regardless of who owns it. See, e.g., Snow v. Van Dam, 291 Mass. 477, 485-486 (1935) (restrictions imposed on several lots as part of common scheme bound subsequent purchasers).

General Laws c. 184, § 23, applies to land restrictions. Patterson v. Paul, 448 Mass. 658, 662 (2007). See, e.g., Brear v. Fagan, 447 Mass. 68, 69, 77-78 (2006) (language in deeds stated that restrictive covenants would last for thirty years; otherwise, G. L. c. 184, § 23, would have applied); Stop & Shop Supermkt. Co. v. Urstadt Biddle Props., Inc., 433 Mass. 285, 287-289 (2001) (statute applied to recorded agreement that prohibited use of premises for supermarkets, regardless of owner); Jones v. Murphy, 60 Mass. App. Ct. 1, 2 (2003) (statute applied to restrictive covenants limiting how lots within subdivision could be used); Myers v. Salin, 13 Mass. App. Ct. 127, 130, 136 (1982), S.C., 18 Mass. App. Ct. 467 (1984) (statute applied where, among other things, three separate deeds each contained "a covenant by the grantor not to build [or to sell without restricting the rights of future grantees to build] on a[] [particular] area").

Here, the 1988 settlement agreement is a personal contract between the Blackmans and the homeowners' association. In that

contract, the Blackmans promised that they will use the land for a specific purpose.[16] The Blackmans do not cite any cases, nor are we aware of any, where G. L. c. 184, § 23, was held to apply to a personal contract of the sort entered into by the Blackmans.[17] Accordingly, we conclude that the settlement agreement has not lapsed by operation of G. L. c. 184, § 23.

Second, the settlement agreement does not impose an unreasonable restraint on alienation. "Reasonable restraints on alienation may be enforced." Franklin v. Spadafora, 388 Mass. 764, 766 (1983). In determining if a restraint is reasonable, we look to the following factors, none of which is determinative, id.:

> "1. the one imposing the restraint has some interest in land which he is seeking to protect by the enforcement of the restraint; 2. the restraint is limited in duration; 3. the enforcement of the restraint accomplishes a worthwhile purpose; 4. the type of conveyances prohibited are ones not likely to be employed to any substantial degree by the one restrained; 5. the number of persons to whom alienation is prohibited is small . . . ." (Citation omitted.)

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[16] In this appeal, the Blackmans do not dispute that the settlement agreement is a personal contract.

[17] The Blackmans cite Patterson, 448 Mass. at 662-663, and Killorin v. Zoning Bd. of Appeals of Andover, 80 Mass. App. Ct. 655, 657-658 (2011), for the proposition that G. L. c. 184, § 23, reaches personal contracts. Neither case, however, stands for that proposition. The court in Patterson, supra at 664, held that view easements are not restrictions within the meaning of G. L. c. 184, § 23. In Killorin, supra at 658, we held that restrictions created under G. L. c. 40A or zoning bylaws are not restrictions within the meaning of G. L. c. 184, § 23.

These factors overwhelmingly support the conclusion that any restraint on alienation here is reasonable. First, the homeowners' association has an interest in the land as a duly incorporated organization that represents the park's tenants and has a statutory right of first refusal. Second, although the settlement agreement is not explicitly limited in duration, the Blackmans may end it by selling the land pursuant to the procedures prescribed in G. L. c. 140, § 32R. Third, the enforcement of the settlement agreement accomplishes the same worthwhile purpose as the act: preventing the displacement of manufactured housing community tenants. See Greenfield Country Estates Tenants Ass'n, 423 Mass. at 86. Fourth, the settlement agreement does not prohibit the Blackmans from using a particular type of conveyance. Fifth, the settlement agreement includes no prohibitions on who may buy the land. Rather, it requires the Blackmans to offer the land for sale with the park on it. Although that condition might limit the group of interested buyers, it is not a prohibition on who may buy the land. Moreover, to the extent the Blackmans rely on the right of first refusal itself, rights of first refusal have been held to "work[] a de minimis restraint on the alienation of

property." Bortolotti v. Hayden, 449 Mass. 193, 204 (2007).[18] We therefore conclude that the settlement agreement is not an unreasonable restraint on alienation. Accordingly, the settlement agreement also prohibits the Blackmans from discontinuing the park in any manner except by selling the land pursuant to the procedures prescribed in G. L. c. 140, § 32R.

2. Violation of G. L. c. 93A. The plaintiffs argue that they are entitled to a judgment in their favor on their claim for violation of G. L. c. 93A. However, we face the same problem in addressing the c. 93A claim in this appeal as we did in the last appeal: the judgment for the Blackmans on the c. 93A claim was based, at least in part, on the erroneous premise that the Blackmans could discontinue the park to facilitate sale of the land. Accordingly, we must remand again for reconsideration of the plaintiffs' c. 93A claim, so that the claim may be analyzed in the first instance under the legal framework we have set forth herein. See Fowler v. Labor

[18] As we noted in the prior appeal, see Blackman's Point Homeowners' Ass'n, 103 Mass. App. Ct. at 718 n.13, the Supreme Judicial Court has suggested that a court might impose a thirty-year limitation on a right of first refusal not otherwise subject to one when circumstances "demonstrate a good reason not to enforce the right," Bortolotti, 449 Mass. at 205 n.10. Such circumstances include "where, because of passage of time, a reasonable inquiry would not disclose the heirs, assigns, or others who hold the right of first refusal to real estate." Id. Those circumstances are not present here.

Relations Comm'n, 56 Mass. App. Ct. 96, 97 (2002) (remanding where decision was based on erroneous view of law).

Conclusion. We vacate so much of the judgment as declared and made binding on the homeowners' association and all unit owners that (1) the Blackmans complied with the requirements for discontinuance set forth in the Manufactured Housing Act, and (2) the 1988 settlement agreement is void as an unreasonable restraint on alienation and is unenforceable on equitable grounds. We also vacate so much of the judgment as found for the Blackmans on the plaintiffs' claim for violation of G. L. c. 93A. In all other respects, the judgment is affirmed. The matter is remanded for entry of declarations consistent with this opinion, and for further proceedings on the plaintiffs' claim for violation of G. L. c. 93A.

So ordered.