

SUPREME JUDICIAL COURT OF MASSACHUSETTS

Crown Communities, LLC v. Austin

SJC-13841 · No. SJC-13841 · Decided June 5, 2026

SUMMARY

The Massachusetts Supreme Judicial Court considered whether a signed petition constituted reasonable evidence that at least 51 percent of residents of a manufactured housing community approved a resident association’s exercise of a statutory right of first refusal. The court held that the petition qualified as reasonable evidence under G. L. c. 140, § 32R, but concluded that the association failed to obtain binding financing within the statute’s 90-day deadline. The court therefore reversed the portion of the Superior Court judgment holding that the association validly exercised the right of first refusal.

CASE DETAILS

COURT	Supreme Judicial Court of Massachusetts
WRITING FOR THE COURT	Wendlandt, J.; Budd, C.J.; Gaziano, J.; Kafker, J.; Georges, J.; Wolohojian, J.
JURISDICTION	Massachusetts Supreme Judicial Court
DECIDED	June 5, 2026
DOCKET	SJC-13841
DISPOSITION	reversed
PROCEDURAL POSTURE	Direct appellate review of an amended Superior Court judgment following a jury-waived trial and remand from the Appeals Court. The appeal concerned the validity of a statutory right of first refusal for residents of a manufactured housing community and the association's related counterclaims.
STANDARD OF REVIEW	Statutory interpretation is reviewed de novo. Findings of fact are reviewed for clear error, with deference to the trial judge's credibility determinations. The legal determination whether conduct constitutes a violation of G. L. c. 93A is reviewed de novo; the underlying factual findings are reviewed for clear error.
PRECEDENTIAL VALUE	published
PARTIES	Crown Communities, LLC, Pocasset Park Association, Inc. v. Philip Austin, trustee of the Charles W. Austin Trust, Pocasset Park

TOPICS

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statutory interpretation

lis pendens

intentional interference with contract

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Crown had standing to seek declaratory relief concerning the association's compliance with the statutory right-of-first-refusal requirements.
2. Whether a petition signed by resident tenants constitutes reasonable evidence of the support required by G. L. c. 140, § 32R (c).
3. Whether the statutory fifty-one-percent support requirement is calculated using resident tenants and resident-occupied homes rather than subtenants and nonresident tenants.
4. Whether the association's failure to request or receive timely notice under G. L. c. 140, § 32R (b), forfeited its right of first refusal.
5. Whether the association's failure to obtain a binding financing commitment within ninety days terminated its statutory right of first refusal, notwithstanding Crown's filing of a lis pendens.
6. Whether Crown's statements to residents and financial incentives supporting Crown's purchase constituted tortious interference or unfair or deceptive conduct under G. L. c. 93A, § 11.

HOLDINGS

1. Crown had standing to seek a declaration concerning whether the association validly exercised the statutory right of first refusal because the declaration would immediately and significantly affect Crown's contractual right to purchase the property.
2. The statutory requirement to submit reasonable evidence that at least fifty-one percent of occupied homes support the association's purchase may be satisfied by a document signed by eligible resident tenants, including a signed petition; affidavits or certifications are not categorically required.
3. The required support is measured among resident tenants and resident-occupied homes; subtenants and nonresident tenants are not included in the relevant support calculation.
4. The association did not forfeit its right of first refusal by failing to request sale information before the trust entered into the agreement with Crown because the trust had not timely notified residents of its intention to sell under § 32R (a).
5. The association's failure to obtain a binding commitment for necessary financing within ninety days after execution of the purchase and sale agreement terminated its statutory right of first refusal, and the

lis pendens did not excuse noncompliance absent evidence that it actually prevented timely financing or that the association made good-faith efforts to obtain financing or an agreed extension.

6. The Superior Court properly rejected the association's tortious-interference and G. L. c. 93A counterclaims because the challenged conduct was not shown to involve improper motive or means, knowing falsity, or unscrupulous conduct.

KEY QUOTATIONS

“Accordingly, we conclude that the Attorney General’s construction of “reasonable evidence” as including a document signed by fifty-one percent of resident tenants is consistent with the plain meaning of the statute.” (slip op. at 23)

“The Legislature thus expressly provided that if the resident tenants fail to comply with the enumerated requirements, then “the rights of such residents to purchase or lease the manufactured housing community” are “terminate[d],” and the property owner can proceed to closing with the third-party buyer.” (slip op. at 30)

“While a lis pendens may make it more difficult to obtain a binding financial commitment on the disputed property, the existence of a lis pendens does not relieve a party that has failed to ask the owner for an extension of the statutory financing deadline of its burden to show at a minimum that it made good faith efforts to secure financing timely.” (slip op. at 35)

FACTUAL BACKGROUND

The Charles W. Austin Trust owned the Park at Pocasset, an eighty-one-home manufactured housing community in Bourne, Massachusetts. The trust agreed to sell the property to Crown Communities for \$3.8 million and sent residents notice of the proposed sale. Pocasset Park Association gathered sixty-one petition signatures, including forty-four signatures from eligible resident tenants, and submitted a competing purchase and sale agreement. Although the association executed an agreement with the trust on January 7, 2020, it did not obtain binding financing until July 2020, well beyond the statutory ninety-day deadline, and no extension was agreed to.

PROCEDURAL HISTORY

Crown commenced a declaratory action in the Superior Court concerning the competing rights of Crown and Pocasset Park Association to purchase the manufactured housing community. After a jury-waived trial, the Superior Court ruled that the association had not validly exercised the statutory right of first refusal and entered judgment for Crown on the association's tortious-interference and G. L. c. 93A counterclaims. The Appeals Court vacated most of that judgment and held, among other things, that signed petition signatures could establish resident support and that Crown was estopped from relying on the financing deadline. On remand, the Superior Court ruled that the association validly exercised the right of first refusal. The Supreme Judicial Court granted direct appellate review, affirmed portions of the amended judgment, and reversed the declaratory provisions because the association failed to obtain financing within the statutory ninety-day period.

DISPOSITION

reversed

REMAND INSTRUCTIONS

The court reversed paragraphs one through four of the amended declaratory judgment. The opinion does not state additional remand instructions beyond effectuating the reversal; it affirmed the specified portions of the amended judgment concerning moot breach-of-contract and detrimental-reliance claims against the trust and judgment for Crown on the association's chapter 93A and tortious-interference counterclaims.

CASES CITED

- Greenfield Country Estates Tenants Ass'n v. Deep, 423 Mass. 81 (1996)
- Matter of the Receivership of Harvard Pilgrim Health Care, Inc., 434 Mass. 51, 56 (2001)
- Bortolotti v. Hayden, 449 Mass. 193, 196-198 (2007)
- School Comm. of Hudson v. Board of Educ., 448 Mass. 565, 579-580 (2007)
- Enos v. Secretary of Env'tl. Affairs, 432 Mass. 132, 135-136 (2000)
- Sahli v. Bull HN Info. Sys., Inc., 437 Mass. 696, 705 (2002)
- School Comm. of Cambridge v. Superintendent of Sch. of Cambridge, 320 Mass. 516, 520 (1946)
- Garcia v. Steele, 492 Mass. 322, 326 (2023)
- Harvard Crimson, Inc. v. President & Fellows of Harvard College, 445 Mass. 745, 749 (2006)
- Boelter v. Selectmen of Wayland, 479 Mass. 233, 242 (2018)
- Entergy Nuclear Generation Co. v. Department of Env'tl. Protection, 459 Mass. 319, 329 (2011)
- Outfront Media LLC v. Assessors of Boston, 493 Mass. 811, 820 n.7 (2024)
- Souza v. Sheriff of Bristol County, 455 Mass. 573, 588 (2010)
- Ciampi v. Commissioner of Correction, 452 Mass. 162, 166 (2008)
- Commonwealth v. Roman, 470 Mass. 85, 99 (2014)
- Lowery v. Klemm, 446 Mass. 572, 578-579 (2006)
- Mac's Homeowners Ass'n v. Gebo, 92 Mass. App. Ct. 453, 456-457 (2017)
- Commonwealth v. Ambrose A., 495 Mass. 135, 140 (2024)
- Crown Communities, LLC v. Austin, 105 Mass. App. Ct. 113, 119-125 (2024)
- Augis Corp. v. Massachusetts Comm'n Against Discrimination, 75 Mass. App. Ct. 398, 405-406 (2009)
- Winchester Gables, Inc. v. Host Marriott Corp., 70 Mass. App. Ct. 585, 596-597 (2007)
- Wolfe v. Gormally, 440 Mass. 699, 703 (2004)
- Debral Realty, Inc. v. DiChiara, 383 Mass. 559, 560-562, 564-566 (1981)
- Graycor Constr. Co. v. Pacific Theatres Exhibition Corp., 490 Mass. 636, 645-646 (2022)
- Custody of Eleanor, 414 Mass. 795, 799 (1993)
- Nicosia v. Burn, LLC, 496 Mass. 792, 799-800 (2025)
- H1 Lincoln, Inc. v. South Wash. St., LLC, 489 Mass. 1, 14, 18 (2022)
- Boston Symphony Orchestra, Inc. v. Commercial Union Ins. Co., 406 Mass. 7, 15 (1989)
- Gossels v. Fleet Nat'l Bank, 453 Mass. 366, 368 n.9 (2009)
- Duclersaint v. Federal Nat'l Mtge. Ass'n, 427 Mass. 809, 814 (1998)

- Fronk v. Fowler, 456 Mass. 317, 329 (2010)
- Columbia Plaza Assocs. v. Northeastern Univ., 493 Mass. 570, 588 (2024)

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