

VILLAGE ESTATES CONDOMINIUM TRUST

**RULES AND REGULATIONS**

Attached to and made a part of the By-Laws of the Village Estates Condominium

The following Rules and Regulations are designed for the benefit of the community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living.

**A. DEFINITIONS**

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

- (1) "Residents" means and includes all unit owners, their assigns or lessees, and all persons residing in an unit as their domicile or legal residence. Residents will be held responsible for the acts of guests visiting their unit.
- (2) "Unit Owners Handbook" denotes the collection of written policies and procedures contained within all condominium documentation including, but not limited to, the Rules and Regulations, the Master Deed, and the Declaration of Trust and By-Laws.

**B. RULES AND REGULATIONS**

**1. PERMANENT USE OF COMMON AREAS:**

The grounds of the common areas are for the use and enjoyment of all residents of the Condominium. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the common areas without prior Trustee approval.

The specific procedure for obtaining Trustee approval for more than temporary use of the common areas is set forth separately.

**2. EFFECT ON INSURANCE:**

No residents shall use his or her unit in such a fashion as to result in the cancellation of insurance or an increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gun powder, explosives, creosote, and all other materials considered combustible and/or hazardous by the Fire Department or other government agency. (This rule exempts propane tanks for outside grills provided the propane is stored outside.)

3. EXTERIOR DECORATIONS, LIGHTS, FIXTURES AND SIGNS:

The architectural and structural integrity of the buildings and the exterior of the units shall be preserved without modification. Without limiting the generality of the foregoing, residents shall not place or replace or change any decoration, light, fixture, or sign on the exterior of their unit, including exterior doors, decks, patios, privacy barriers, and balconies. This rule prohibits the drilling of holes and the use of nails to hang exterior fixtures.

The Trustees will approve the seasonal use of exterior decorations on a temporary basis, at the discretion of the Trustees.

This rule does not prohibit residents from installing dead-bolt locks or locks of a similar nature or design. Residents are encouraged to bring specific security concerns, including concerns relative to lighting, to the attention of the Trustees.

Residents may not display "For Sale" or "For Rent" signs or advertisements of any kind in the window of their Unit.

4. PATIOS, DECKS AND BALCONIES:

Patios, decks and balconies shall be kept in an orderly fashion at all times. Residents shall not use patios, decks or balconies for the storage of personal property (except grills and chairs) or in any other way which in the opinion of the Trustees detracts from the appearance of the Condominium.

Grills may be used only in patio, deck, and balcony areas and fires should be controlled at all times. Excessive smoke which annoys neighbors is prohibited.

5. LAUNDRY:

No resident shall hang laundry, rugs, drapes and the like from any unit or any appurtenance of a Unit.

6. MULCH BED PLANTINGS AND POTTED FLOWERS:

Residents may plant flowers in mulch beds situated in front, rear, or sides of their units. This rule is subject to the following conditions:

- (a) Only flowers may be planted;
- (b) No flowers are to be planted outside the mulch beds;
- (c) No rose bushes, trees or shrubs are allowed.

All flowers planted shall be removed at the end of the growing season, or earlier, if the flowers have died. Maintenance of the flowers is the responsibility of the resident. Residents also may plant flowers in containers for use on steps and patios subject to the same rules applicable to mulch bed planting.

The trustees reserve the exclusive right to determine whether a particular planting, including a container planting, is of good taste and keeping with the character of the Condominium. Unsatisfactory plantings shall be removed.

7. PETS:

- (a) The Trustees may insist upon an occupant not keeping a pet which the Trustees, in their sole discretion, determine interferes with the rights of other unit owners.
- (b) All pets must be registered with the Trustees within (30) days of unit occupancy or pet acquisition. No unit owner or resident may have more than one (1) pet unless specifically authorized by the Board of Trustees.
- (c) All dogs must be licensed by the City of Woburn.
- (d) No pet is allowed on lawns or shrubbery beds unless leashed and accompanied by its owner who shall have a "pooper-scooper" to clean-up after any accidents that may occur.
- (e) All pets are to be walked on hand held leashed. Pets may not be confined to common areas by chairs, anchors, ropes or the like.
- (f) Pets are not allowed to defecate on Condominium lawns, shrubs, shrub beds or pavement. Pets are to be taken to a wooded area, at which time, all waste products are to be immediately picked up and disposed of properly.
- (g) Any resident who witnesses a violation of the aforementioned rules must send a written notification (complaint) to the Trustees detailing the offense. The complaint must be signed by the resident filing the complaint.
- (h) Upon receipt of a signed complaint, the Trustees will immediately send a written notice of the violation to the pet owner. Pet owners are entitled to review all written notices regarding their pet. The name of the complainant will not be disclosed.
- (i) Residents shall prevent their pets from becoming nuisances to adjoining residents, including but not limited to, noisy pets.
- (j) Any pet owner who violates the aforementioned rules/regulations is subject to specific action based upon the following criteria:

Specific Action

1st, 2nd Offense	- written warning
3rd Offense	- \$25.00 Fine
4th Offense	- \$50.00 Fine
5th Offense	- \$100.00 Fine and subject to pet removal

(All Fines are payable to: Trinity Gardens Condominium Trust)  
All offenses are cumulative over a twelve month period only.

(k) Pet owners are responsible for any damage caused by their pet. Charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the pet owner.

(l) Condominium owners who lease/rent their unit are liable for any violations of the pet rules and regulations by their tenants.

(m) Condominium pet owners are not liable for damage caused by animals owned by non-condominium residents, except guests.

#### 8. RADIOS, PHONOGRAPHS AND MUSICAL INSTRUMENTS:

The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy the residents of neighboring units.

#### 9. ABUSE OF PHYSICAL PLANT:

The Trustees may charge to any resident any damage to the mechanical, electrical or other building service system of the Condominium caused by such resident's misuse of the systems. This rule applies to any misuse caused by any resident's agent, servant or employee.

#### 10. NO OFFENSIVE ACTIVITY:

No noxious or offensive activity shall be carried on in any unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other residents or occupants. No resident shall make or permit any disturbing noise by himself or herself or his or her family, servants, employees, agents, visitors and licensees and pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts or convenience of the other residents.

#### 11. PARKING SPACES/VEHICULAR USE:

The following restrictions and regulations shall apply to general vehicular use on the condominium premises and specific use of the four exterior visitor parking spaces of the Condominium:

(a) For purposes of these Rules "Vehicle Parking" is defined as any vehicle which is stopped with its motor off and the vehicle owner has left the interior confines of the vehicle. Vehicular Parking is only permitted in specified areas of the condominium, specifically within each unit's two car garage and within the four visitor parking spaces at the end of the main roadway.

Any vehicle parking which occurs on the premises but outside the specifically permitted parking areas on site is strictly prohibited.

No vehicle shall be parked so as to block access to any roadway or parking area.

No vehicle is permitted to park in designated fire lanes or restricted fire lanes.

No vehicle which is either unregistered or uninsured in full compliance with the laws of the Commonwealth of Massachusetts shall be permitted to be operated or parked upon these premises.

- (b) Parking in defined visitor parking spaces is permissible for unit owners, owner guests, agents, tenants, workmen and any other persons having a right to be on said premises. Parking by unauthorized guests is strictly prohibited.
- (c) No unit shall have residents therein owning and housing more than two vehicles on the condominium premises at one time unless written lease term arrangements have been entered into for the lease or storage of all said vehicles. This shall include vehicles which are housed in individual garages as well as those which may occasionally park in visitor parking areas.
- (d) No unit owner shall permit residents or guests to park their vehicles on a regular basis in the visitor parking area. The Board of Trustees may determine in their sole capacity what they determine to be a violation of this subparagraph, however, the following shall constitute initial guidelines:
  - i. Residents or their guests may not park more than one vehicle per unit overnight, more than once per week, in the visitor parking spaces without specific approval from the Board of Trustees. The Board of Trustees shall not unreasonably withhold approval for extended parking so to permit unit owners to have extended guest visitors, however, convenience of daily visitor parking shall take priority;
  - ii. Vehicles owned by unit residents may not be parked in the visitor parking area for more than four hours per day, exclusive of the overnight parking permitted in the preceding paragraph;
- (e) Any violations of these parking and automobile use restrictions shall be subject to violation fines and penalties as specified in paragraph 14 of these Rules. The unit owners who are responsible, either directly, indirectly, intentionally or unintentionally, for the violating vehicles to be present on the premises, as determined by the Board of Trustees, shall be responsible for payment of fines, penalties and any other sanctions against the offending vehicle owner.

- (f) In instances where vehicles are in violation of the foregoing restrictions, or in the case of unregistered vehicles being on the premises, the Trustees are authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles or the owners of Units who are responsible for the vehicle being present on the premises, as determined by the Trustees.

## 12. RENTALS/OFF-SITE UNIT OWNERS:

(a) All offsite unit owners shall register with the Trustees the names, addresses and phone numbers of tenants in each unit owned by the unit owner within seven (7) days of commencement of the lease of said units.

(b) The Trustees reserve the right to screen prospective tenants and to require the use of a standard lease.

(c) All offsite unit owners are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant(s).

(d) Offsite unit owners shall protect the rights of unit owners who reside in units adjoining the rental property by enforcement of excessive noise and parking regulations contained in these rules and regulations.

(e) The Trustees reserve the right to require separate damage deposits for rentals, to be held in escrow.

## 13. COLLECTION OF OVERDUE COMMON AREA FEES:

The Trustees may impose a late charge of Ten Dollars (\$10.00) if any annual assessment, monthly installment, fine, or late charge, interest or legal fees (the "assessment") is not received by the fifteenth (15th) day of the month when due. If such assessment is not received within thirty (30) days when due, the Trustees may impose a late charge of not more than Twenty-Five Dollars (\$25.00) per month until payment in full is received. Interest and last charges may not be imposed pursuant to Section 5.4(E) of the Declaration of Trust until a fifteen (15) grace period to the fifteenth of the month has passed.

If the resident is in default of the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, the Trustees shall give notice to the unit owner, and if the delinquent installment or assessment theretofore has not been theretofore paid, then the unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the unit owner or not less than ten (10) days after the mailing of such notice to the unit owner by registered or certified mail, whichever shall first occur.

14. VIOLATIONS:

Violation of any Rule or Regulation, or the breach of any provision of the Declaration of Trust, By-Laws, Master Deed or of the offending unit owner's unit deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate remedy by appropriate legal proceeding, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against unit owners or residents for such violations. No fine may be levied for more than Ten Dollars (\$10.00) for any one violation (except as to pets) but each day of a violation shall be considered a new violation. Collection of fines may be enforced against the unit owner or residents involved as if the fine were common area charges owed by the particular unit owner or unit owners. In the case of persistent violations by a unit owner or resident, the Trustees shall have the power to require such unit owner or resident to post reasonable bond to secure adherence to said Rule and Regulation, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

15. ATTORNEYS FEES AND COSTS:

Any unit owner or resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws, or Master Deed as the Unit Deed (as the same may be amended from time to time) or is responsible for any such violation, shall pay all costs and expenses incurred by the Trust, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws and Master Deed or the said Unit Deed.

16. RESIDENT'S RIGHT TO HEARING:

Any resident aggrieved by any fine or penalty imposed by the Trustees shall have the right to a hearing before the Board of Trustees, provided however, that said resident requests a hearing in writing within ten (10) days of the Trustee act or action which forms the basis of the resident's grievance. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session, unless the resident requests in writing that the hearing be open to all residents. Should the Board of Trustees determine that the resident is responsible for the fine or penalty as originally charged, and that the request for hearing was frivolous and requested in bad faith, then the Board of Trustees shall have the right to impose an additional penalty in the form of costs for the hearing not to exceed \$100.00 for each hearing.

17. AMENDMENTS OF RULES AND REGULATIONS:

Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These Rules and Regulations may be amended from time to time as provided in the Declaration of Trust.

18. REAL ESTATE TAXES PRIOR TO REASSESSMENT:

Prior to the reassessment and separation of real estate taxes to individual units by the City of Woburn, the real estate taxes may be billed to the condominium association on the condominium as a whole, and shall be paid by the unit owners in ratio to their unit ownership in the association. Each owner shall pay one-twelfth of their portion of the condominium real estate tax on monthly basis due and payable with their condominium common fee the beginning of each month. Those unit owners who must pay and have their real estate taxes escrowed by the financial institution that has financed their first mortgage on their Unit may avoid making monthly real estate tax payments to the condominium association provided:

1. They provide proof to the Trustee that they are required to pay escrowed real estate taxes to their mortgagee; and
2. They arrange for the payment of their portion of the taxes by their mortgagee on a timely basis and will be obligated to pay for any and all interest and late charges charged by the City of Woburn as a result of their mortgagees late payment.