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Eagles Landing Condominium Association



Tewksbury, Massachusetts 01876

Rules and Regulations

2019 – Revision 11

Eagles Landing Condominium Association

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Reference Declaration of Trust, Book 09014, Page 136
Date: January 22, 1998
Master Deed, Book 9014, Page 96

The Condominium has been created with the objective of providing congenial, enjoyable and dignified living. In order to accomplish this objective, the Trustees of the Condominium Trust responsible for the administration, operation and maintenance of the Condominium have adopted the following Rules and Regulations. These Rules and Regulations shall apply to all Unit Owners, their family members, guests, invitees and tenants. Unit Owner is defined as the Unit Owner/Occupant or Lessee/Occupant for leased units.

I. USE OF UNIT

1. No Unit Owner shall do or permit to be done anything in or about his or her Unit, which will interfere with the rights, comfort or convenience of other Unit Owners, it being the intent that Eagles Landing Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.
2. Each Unit Owner shall keep his or her Unit, to which he or she has sole access in a good state of preservation and cleanliness, including appurtenant areas, such as decks, porches patios and driveways.
3. No Unit Owner shall keep in his or her Unit any flammable, combustible or explosive material, chemical or substance, except such commercial products as are required in normal household use and no Unit Owner shall barbeque or cook on any portion of the Common Areas, except patios or other areas as may be designated by the Trustees.
4. Patio expansion, using two rows of 16" x 16" gray color patio blocks, may be placed extending from the unit structure on both sides of the existing patio pad and along the front of the existing patio pad. As previously authorized, the placement cannot be permanently affixed to the concrete patio pad. The additional patio blocks must not interfere with any irrigation lines. Alteration to irrigation lines or grass areas must be brought to the attention of the Trustees and will be at the expense of the Unit Owner. Upon sale of the Unit, and at the request of the buying Unit Owner, the patio blocks must be removed at the expense of the selling Unit Owner, along with any reconfiguration of the irrigation lines and grass areas.
 - (1)
5. In order to enhance the patio by adding a decorative accent and a

sense of privacy, Unit Owners may install up to two sections of white PVC screen measuring 45.89" x 32.29". Each section is to be affixed with metal stakes for securing the screen to the soil. Both sections may be placed on either side or front of the patio. The two sections may be secured to each other and be easily removed should it become necessary for landscaping maintenance. These privacy screens can be purchased from major home remodeling centers.

6. Unit Owners must obtain Board permission to replace exterior doors or windows. A building permit will be required.
7. The Board of Trustees has approved Unit Owners of Detached and Quad Style Townhomes to change their front doors with a choice of four styles, two with rectangular windows and two with oval windows. The Garden Apartment units may only change the doors facing the exterior of the buildings. These front doors are constructed of steel may be painted white or the same color of the shutters on the unit. The manufacturer of these doors is ReliaBilt; the style is Hampton. The selection is: Three-Quarter Lite, Camber Top Half Lite, Three-quarter Oval and Full Oval. The glass edging is Platinum Plating. The entrance door hardware may be platinum (brushed nickel) or brass. Installation of the door or the entire casing and door will be at the sole expense of the Unit Owner, and must be performed by a licensed and insured contractor.
8. The Board of Trustees has also approved the Unit Owners of Detached Units to change their side entrance doors. The approved door is Fan Light with grilles and clear glass. These doors are constructed of steel and the style is Laurel. Installation of the door or the entire casing and door will be at the sole expense of the Unit Owner, and must be performed by a licensed and insured contractor. Additionally all Unit Owners may now paint their existing front and side doors white.

NOTE. See the Master Deed, Paragraph 8 (F); the Declaration of Trust, Article V, Section 5.8.7 and Rules and Regulations, Section II, Paragraph 13 (below), for requirements/approvals of changes/modifications to the Units.

9. No signs or canopies shall be affixed to or placed upon the exterior walls or doors, roof terraces or any part thereof or exposed on or at any window.

10. Plants

a, A maximum of eight (8) plants are allowed on the front of Detached Units and Townhomes and a maximum of two (2) plants for each Garden Apartment. These plants may consist of any combination, but not to exceed the cited below:

- (1) One (1) hanging plant on each side of the front porch of the Detached Units or Townhomes, with approved hangers.
- (2) Two (2) railing planters (plastic only). Railing planters must have a protective material placed under them to prevent damage to the PVC railings. Since the Garden Apartment balconies are a means of emergency escape, no railing planters are permitted.
- (3) Two (2) flower pots, no larger than 10 inches in diameter may be placed on the porch or in a planter stand of the Detached units or Townhouses. Plants are not to exceed 30 inches in height when fully grown.
- (4) Two (2) plants not to exceed 10 inches in diameter may be placed in flower pots or planted in the mulch directly in front of the front porch railing. Plants are not to exceed 30 inches in height when fully grown.
- (5) Garden Apartments may only have one (1) potted plant on the balcony. Unit Owners on the second and third floors must take care to ensure that the watering of the plant does not affect the balcony below.

(3)

- b. Live annual plants or plantings are permitted from April 1st through November 30th. Unit Owners are responsible for the proper care, watering and pruning of their plantings. All fixtures used to display plantings must be kept properly painted and in good order and appearance. Plants must be healthy and maintained at all times. Dead plants and weeds must be removed promptly. All plants in hanging containers and/or free-standing containers and their containers must be removed by November 30th. EXCEPTION: When the railing containers are used to display holiday greenery, they may remain until January 8th.
- c. Plants with a height no greater than 48 inches, when fully grown may be planted in the mulch or stone area along the side and back of any unit.
- d. Stella D'Oro lilies may be planted around the common area tree rings and must be pruned back by November 30th.
- e. To prevent interference with lawn mowing and grounds maintenance, no plants shall be permitted to grow over the sides of the patio.
- f. A maximum of two (2) Sheppard's poles, abutting the patio, is permitted. No Sheppard's poles are permitted in the front or or along the sides of the units.
- g. Unit owners may not plant flowers, shrubs, trees, vegetables or other forms of gardening or horticultural items in any common area. No horticultural plants may be planted along sides or back of units.

11. Decorations

- a. A maximum of two (2) solar lights may be placed in the mulch in front of the porch railing. Two (2) holiday style solar lights are permitted from Thanksgiving Day through January 8th.

- b. No lawn ornaments, seasonal decorations, signs, flags, banners, pinwheels or whirly-gigs are permitted in the common areas or in the mulch in front of the units or are to be hung on the front porch.
- c. All figurines or statues must be placed within the confines of the front porch railings (a Limited Common Area) and may not be taller than 30 inches.
- d. Seasonal decorations are permitted on the front and side doors.
- e. A maximum of three (3) pumpkins may be placed in the mulch in front of the unit during October and November.
- f. Holiday/Christmas Decorations
 - (1). Holiday/Christmas decorations are permitted from Thanksgiving through January 8th.
 - (2). Only unlit kissing balls are permitted. Decorations on the front and/or side doors may contain non-blinking colored or white lights. No decorations or lighting may be projected onto the exterior of the units. A white spotlight aimed at and covering only the front door is permitted.
 - (3). One holiday style figurine, not more than 30 inches in height, is allowed on the front porch of Detached or Townhouse units. Figurines may be trimmed with any colored non-blinking lights.
 - (4). Artificial Christmas trees, with a maximum height of four (4) feet, are permitted on the front porches of Detached or Townhouse units. These trees may be decorated with non-blinking clear, colored or icicle lights. Exterior Christmas trees are not permitted on any balcony or porch of the Garden Apartments due to the fire department's access requirements or in any exterior common areas.

(5)

- (5). The insides of windows may be decorated with non-blinking window decorations. There shall be no decorations mounted on the exterior of the unit or on any window.
 - (6). Battery or house-powered lighted candles are permitted on the inside of windows.
 - (7). Only exterior lights may be affixed to the front porch railings of all units and apartments. They must be fastened with plastic ties only, no screws or nails. Lights may be small non-blinking, multicolored, clear or icicle lights. Railings or poles may be decorated using garland, wreaths, bows and lights, affixed with plastic ties or string.
11. Wind chimes, birdhouses, bird feeders, bird baths, etc., shall not be hung or placed on any portion of the structure of the unit. This restriction also includes the patios, trees and common areas. No food is to be left outside of the unit. Feeding of birds and/or any wild animals is prohibited.
12. Garden hoses may be freestanding on reels or in box containers. They may be left, in season, on the patio or mulch areas along the sides or rear of the unit, but must not interfere with landscaping maintenance. From November 1st through March 31st, hoses must be disconnected from the faucets. All hoses and hose storage devices must be removed from the mulch areas and sidewalks and stored inside the unit. Hose storage devices may be stored on the patio from November 1st through March 31st.
13. A maximum of one (1) standard U.S. Flag, no greater than 3' x 5', may be displayed. Flag holders on the front porch poles may not be changed to any other location. No other flags are permitted to be flown on the unit. Faded or tattered U.S. Flags may be placed in the white mailbox in the foyer of the Town Hall Annex for proper disposal.

14. Propane tanks must not be stored inside units. Spare tanks are not permitted anywhere on the exterior grounds. Gas barbeque grills may not be used or stored within 3 feet of the sides of the units and may not be secured to the patio or unit.
15. No trash or recycling containers may be placed anywhere outside the unit for pick-up prior to 4 PM on the day before pick-up. All trash and recyclable must be placed in the Town supplied blue containers. Only plastic bags affixed with the special stickers available from the Town Hall will be allowed. All trash containers must be stored inside the unit after 10 PM of the day the trash is picked-up. If these requirements cannot be met for a particular pick-up day, contact the Management Company for prior approval to leave out early.
16. Nothing is to be done in any unit or in/on any common facilities which will impair the structural integrity or structurally change the unit/facility.
17. No dogs, or any other animal of whatever kind, shall be kept in any unit or in any portion of a building or common area at any time. Exceptions include house cats, caged birds or aquarium fish which must be kept inside the unit at all times. The Trustees have the power to enforce these provisions by requiring the unit owner, tenant or visitor with a prohibited animal to immediately remove the animal from the Association property. See Section VII for a special exception, such as service dogs.
18. Brass-type door knockers may be used for all units.
19. Motion lights are approved. These lights shall be white outdoor spotlights, not to exceed 100 watts. Lighting is limited to one or two spot lights over the garage door with a timer not to exceed three minutes. Other areas, such as front and/or side entrances of Detached Units and Townhomes and patios, may have motion lights not to exceed 60 watts.
20. The keypad of a keyless entry system for garage door may be affixed to the right or left inside portion of the exterior garage door frame.

(7)

21. Approval to use Bagsters, PODs, Dumpsters or similar containers must be submitted to the Board of Trustees no later than two (2) weeks prior to the intended start date for approval and must include the end date.

II. USE OF COMMON AREAS

1. Parking on the street is permitted between 5 AM and 12 Midnight. Overnight parking on the street is not permitted.
 - a. When two (2) inches or more of snow is forecast, no on-street parking is permitted.
 - b. No parking is permitted on lawns, sidewalks and/or curbs.
 - c. Cars parked in driveways must not block sidewalks or impede pedestrians.
 - d. Vehicle weight for cars, SUVs and trucks is limited to $\frac{3}{4}$ tons.
 - e. **Parking** at the Mail Room is limited to 15 minutes. Vehicles must not block access to the sidewalk to the Mail Room from Eagle Drive. Vehicles shall not be left unattended with the motor running.
 - f. Additional/overflow parking is permitted in front of the Pool House during NON-OPERATING hours. Note: No overflow parking is permitted in front of the Mail Room at any time. Also, no overflow parking is permitted in assigned (numbered) parking spaces of the Garden Style Apartment building (1-24 Eagles Dr.), but parking is permitted in VISITOR spaces.
 - g. The area in front of the garages or in the driveways of both of the Garden Style Apartment buildings shall not be used for any purposes, other than to park duly registered, operable passenger vehicles; commercial vehicles on the premises for business purposes may park in these areas. No vehicle shall be parked so as to impede or prevent ready-access to another owner's parking space or garage. Trucks or other vehicles used by the Unit Owner/Tenant cannot have commercial lettering, signage or registration plates. (8)

- h. No unregistered vehicles may be stored or parked on any of the limited common (driveways) or common areas of the condominium.
 - i. On-street parking, when authorized, will be on the curbside, sidewalk side of the street only. If there is a third vehicle, it must not be parked across the end of the driveway.
 - j. After snow/ice has been removed from the streets and sidewalks, Unit Owners are prohibited from subsequently throwing snow/ice onto the street and/or sidewalks.
- 2. Plants and furniture must be placed on the patio so as to permit emergency ingress/egress to/from the unit.
- 3. The changing of oil or other vehicle fluids and other vehicle repairs is not permitted in the driveway or other paved areas; the changing of a flat tire is permitted. There shall be no repairing of vehicles in any portion of the common areas and facilities. No vehicles, including motorcycles, may be stored on vehicle jacks. Covers are allowed on registered vehicles only.
- 4. Outdoor carpeting may not be installed or placed on the front porch, patio or other limited common/common areas.
- 5. Upon verification of an infraction of the Rules and Regulations the Management agent will notify the Unit Owner in writing. Owners may appeal to the Board of Trustees under the due process procedure.
- 6. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities without the prior written consent of the Board of Trustees, except as expressly provided in the Rules and Regulations. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials.

7. Nothing shall be hung from the windows, decks, porches or patios, or placed upon the windowsills, except as specifically provided in the Rules and Regulations. No rugs, mats or mops shall be hung from or on any windows, doors, porches or decks. No clothes, sheets, blankets, laundry or any other kinds of articles shall be hung out of a Unit or exposed to the common areas or facilities.
8. No accumulation of rubbish, debris or unsightly materials will be permitted in the common areas or facilities, except in designated trash storage areas, nor shall common areas or facilities be used for the storage of personal property. No articles of personal property, including, but not limited to, shoes or boots, shall be left outside in the common hallway of the Garden Style Apartment buildings.
9. Other than chairs and tables of such number, and of such type as are actively used for residential purposes, no other goods, materials, fixtures or paraphernalia, are to be affixed, placed or stored on decks, porches, patios, yard areas, driveways and appurtenances. Plants and grills may be stored on Patios.
10. The Condominium shall charge to a Unit Owner any damage to the mechanical, electrical or any other building service systems or any damage to the common areas and facilities. The Unit Owner will be responsible for actions of his/her family, tenants, servants, employees or visitor by their willful or negligent use, misuse or abuse of those systems or elements. The reasonable cost of repair, caused by the previously mentioned personnel, shall constitute a lien upon the Unit Owner who will be personally liable for the damages.
11. No Unit Owner may alter, screen or otherwise enclose any deck, porch or patio appurtenant to any unit.
12. The area along the curb on Eagle Drive in front of the Club House, between the entrance to the Pool House and Garden-Style Apartment building, and the corner of Ironwood Lane is a NO PARKING zone at all times.

13. Reference the Master Deed, Paragraph 8(f) and the Declaration of Trust, Article V, By-Laws, Section 5.8.7, Notice of Owner's Improvements. The Unit Owner must notify the Board of Trustees, not later than twenty-five (25) days before the start of work, of the intent to make improvement(s) to the Unit. The Board of Trustees, through the Management Company, will notify the Town of Tewksbury Building Inspector of the approval of the improvement(s) not later than ten (10) days prior to the start of work. Any improvement(s) to a unit, once approved by the Town of Tewksbury, must have the appropriate permit(s) posted in the front window of the unit prior to the start of work. Failure to comply with the above may result in a fine to the Unit Owner.

III. ACTION OF UNIT OWNERS

1. No noxious or offensive activities shall be carried on in any unit, including the creation of noise, odor and vibration, or in the common areas or facilities, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in any facility by him/her, family tenants, servants, employees, agents, visitors or licensees, nor do or permit anything by the aforementioned persons to interfere with the rights, comforts or conveniences of other Unit Owners/tenants.
2. Unit Owners shall be held responsible for the actions of his/her children, tenants, visitors, invitees, licensees or occupants.
3. The speed limit of 20 MPH is clearly posted throughout the Condominium. Unit Owners and their guests reported using excessive speed will be issued a warning. If there is a second offense, the Unit Owner will be fined \$50; third offense is a \$75 fine and any subsequent offenses will result in \$125 fines. Failure to pay fines will result in a lien placed on the unit.

4. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, by-laws, rules and regulations of the Town of Tewksbury and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.
5. Unit Owners/Tenants shall not interfere with the performance of any contractor or vendor performing in accordance with direction of the Board of Trustees or the Management Company. Any questions or concerns about contractor/vendor performance must be directed to the Management Company, not directly to contractor/vendor personnel. Should there be any financial contractual impact to the Association as a result of noncompliance with this direction, the additional costs may be charged to the Unit Owner/Tenant.

IV. INSURANCE

1. Unit Owners are encouraged to carry "Homeowners Insurance" coverage on the interior and the contents of personal property within their unit. Each Unit Owner is solely responsible to obtain his/her own insurance coverage in the appropriate kinds and amounts to insure his/her unit, furniture, furnishings, personal effects, contents and the Condominium Trust's deductible, as well as insuring for liability and all such other coverage which the Unit Owner desires. It is strongly recommended that each Unit Owner obtain the HO-6 insurance policy.
2. Nothing shall be done or kept which will increase the rate of insurance on the building or contents thereof for residential use, without the prior written approval of the Board of Trustees. No Unit Owner shall permit anything to be done or kept in his/her unit, common area or common facilities which will result in the cancellation of insurance on any or all of the buildings or its contents which would be in violation of the law.

3. The Unit Owners shall comply with rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon the building or the property contained therein. Damage by fire or accident affecting the unit, common areas and facilities or the liability of Unit Owners or the Condominium Trust will be promptly reported to the Management Company and the Board of Trustees following the occurrence thereof.

V. GENERAL

1. No part of the common areas or facilities of the Condominium shall be used for other than the purposes for which they were designed or designated.
2. The recreational facilities, including the swimming pool and spa, are for the use by the Unit Owners and their families, tenants and invited guests. All such recreational facilities shall be used in accordance with Rules and Regulations adopted by the Trustees. (See Sections VIII and IX).
3. Posting notices. The Association provides two Bulletin Boards in the lobby of each Garden Style Apartment building and in the Mail Room. One bulletin board is for official notifications and the other is for items of community interest. These items of community interest must be submitted in writing to the Board of Trustees at 0 Eagle Drive, Tewksbury, MA, 01876, for review, approval and posting. Normally, items of interest will be posted for 30 days or the date of an event, whichever is sooner. NO item for commercial or professional services will be accepted nor are they allowed to be left in any Association building.

4. Meeting agenda requests. The Board of Trustees lists the general meetings with the residents each year on the official bulletin boards. Any resident desiring to have an agenda item addressed must submit the request in writing at least 14 calendar days prior to the meeting date to: Board of Trustees, 0 Eagle Dr, Tewksbury, MA, 01876. The Board of Trustees will review the request for appropriateness and advise, in writing, if an agenda item will not be addressed.

VI. ADMINISTRATION

1. Any consent or approval given to these Rules and Regulations may be added-to, amended or revoked by the Trustees.
2. No Unit Owner shall direct any employee of the Association to perform Condominium or any private business of the Unit Owner.
3. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Board of Trustees, 0 Eagle Drive, Tewksbury, MA 01876.
4. All monthly charges shall be paid to the Management Company or the designated agent only. The Trust and Trustees accept no responsibility for any payments to unauthorized persons.
5. These Rules and Regulations (including the rules and regulations relating to recreational facilities of the Condominium.) shall, from time to time, be amended modified, rescinded or otherwise changed by the Trustees, provided, however, a Unit Owner shall not be bound by such amendment, modification or change until said Unit Owner has notice of said change. For purposes thereof, a notice of such amendment, modification or change conspicuously posted on all official bulletin boards shall be deemed notice to all.
6. The Trustees shall, from time to time, reformulate the rules and regulations for the use of the swimming pool and club house of the Condominium.

7. The Trustees may impose fines for each violation of a Rule and/or Regulation as provided under the Condominium Trust. All fines and expenses of enforcement of the provisions of the Rules and Regulations shall be a personal liability of the Unit Owner in violation of the Rules and Regulations. Any fine not paid when demanded shall become a lien upon such Unit Owner's unit and enforced and collected as if the same were a Common Charge. A fine of \$25.00 will be issued against the Unit Owner for the 1st violation. If the violation is not corrected within forty-eight (48) hours of the receipt of the violation, a 2nd violation will be \$50.00. The 3rd violation will be \$100.00. Each day a violation continues shall be considered as a separate violation and shall accumulate until the violation is corrected and the Management Company is notified of the correction.

VII. REASONABLE ACCOMMODATIONS

Pursuant of the applicable federal and state laws, Eagles Landing Condominium will provide reasonable accommodations/modifications to individuals with disabilities so that they may equally enjoy the premises. In an effort to provide clarity and uniformity in reviewing and responding to any such request for accommodation, The Board of Trustees has adopted the following policies and procedures for a request for reasonable accommodation or modification:

1. As used in this policy, a person is handicapped if he/she (i) has a "physical or mental impairment which substantially limits one or more major life activities"; (ii) "a record of having such impairment"; or (iii) is regarded as having such impairment. (M.G.L., Chapter 1518, Para 1(17).
2. Requests for reasonable accommodations/modifications include, but are not limited to:
 - a. A change on the rules or policies of the Condominium.
 - b. A change or modification in the unit.
 - c. A change or modification to some other part of the Condominium premises, including the common areas.

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- d. A change in the way of communicating information.
3. If you can demonstrate that you meet certain qualifications, including the definition of a handicapped individual noted above and if your request is reasonable – i.e., if it is not too expensive or too difficult to arrange – the Board of Trustees will try to make the accommodations/modifications requested.
4. A form may be obtained from the Management Company to make a request for a reasonable accommodation/modification.
5. The completed request form, in its entirety, should be returned to the Management Company for review by the Board of Trustees. If necessary and applicable, the Board will then submit a certification to the professional you have designated to verify your request for the accommodation.
6. Upon receipt of all necessary information, the Board will review and provide you with an answer within a reasonable time frame. In some circumstances it may be necessary for the Board to seek additional information or verification from you. Furthermore, depending on the request, there may be other viable alternatives that meet your needs which the Board will suggest and discuss with you. If necessary, the approval of your request may be subject to reasonable conditions.
7. If you have any questions concerning this process or need assistance at any time, please do not hesitate to contact the Management Company.

VIII. CLUB HOUSE REGULATIONS

1. The Club House is for the use of the Unit Owners and their invited guests for non-commercial purposes only.

2. **Scheduling:** All events shall be scheduled with the Property Management Company, Silva Associates, 1215 Main St, Unit 121, Tewksbury, MA, 01876, by calling 978-858-3500, Monday Friday, between 8 AM and 4 PM. Should an emergency need arise for immediate use of the Club House that necessitates a reservation outside the above hours, contact a member of the Board of Trustees. Rentals may be scheduled no earlier than 90 days prior to the rental date. The Board of Trustees and members of standing committees may make reservation 120 days prior to the rental date.
3. **Rental Periods:** The rental periods shall be from 10 AM to 3 PM or 5 PM to 10 PM. The Club House will be made available one (1) hour prior to the rental period. The Unit Owner must be present during the entire rental period.
4. **Rental Fees:** A \$100.00 rental (non-refundable) and \$100.00 Security deposit (refundable, subject to the conditions below) are required for each rental. The security deposit is not a security deposit pursuant to M.G.L., Chap 186, Para 158. No-fee rentals are permitted for group Unit Owner use only, such as, coffee klatches, card games, arts and crafts and working groups of the Board of Trustees/Committees, etc., where no guests will be permitted. These groups must reserve use of the Club House with the Property Management Company.
5. **Cancellation Fee:** Cancellations may be made up to 30 days prior to the rental date with no cancellation fee charged. Cancellations made less than 30 days prior to the date will have a \$25 fee imposed unless the cancellation is due to extenuating circumstances. If there is a back-up reservation, and it is accepted, the cancellation fee will be waived. A waiver will be granted by majority vote of the Board of Trustees.

6. The Club House shall be used in accordance with these regulations, as posted therein. The Unit Owner assumes full responsibility and liability for the actions of his/her guests during the period of the rental. If alcoholic beverages are to be served during an occasion at the Club House, the renting Unit Owner must present H-06 liability insurance documentation prior to the rental. Club House activities are confined to the interior of the Club House and furniture is not to be removed from the building. The card tables cannot be used for food or beverages; they are to be used for cards and games purposes only. Club House furniture may not be borrowed, loaned or rented. The stove and microwave are to be used for warming/heating only, not for cooking or baking
7. The Unit Owner hosting the event shall be responsible for damages to the Club House, its contents or misplacement of property during the rental period. The Unit Owner shall pay the replacement cost for any such damages and shall be collectible pursuant to M.G.L., Chapter 183A. If during an event, flagrant violations are noted and the Unit Owner is so advised, and the violations continue, the rental event may be stopped by any member of the Board of Trustees or Management Company
8. The Club House must be left in a clean and orderly condition. The Unit Owner must remove all trash and other refuse from the Club House. The security deposit will be used for any cleaning if the Unit Owner does not do so. If no cleaning or maintenance is required, the security deposit will be refunded within 5-7 business days after the post-rental inspection date.
9. Parking for guests must be in appropriate authorized on-site areas. These parking areas will be provided to the Unit Owner renting the Club House. Loading and unloading will be allowed for a reasonable amount of time before and after the event. When the pool is open during a rental period, the row of parking spaces closest to the Pool House is reserved for pool users only. Overflow parking may be found in the visitor spaces the Building 1 Garden Style Apartments. Be aware of FIRE LANE restrictions at the entrance to Eagles Landing at Livingston Street and the NO PARKING area in front of the Club House on Eagle Drive.

10. A Unit Owner having outstanding condo fees or assessments shall be denied rental of the Club House.
11. The Club House capacity is 49 persons.
12. Smoking is NOT permitted in the Club House. (Alcoholic beverages are permitted only under the conditions specified in paragraph 6 above).
13. The Club House may be rented on any day of the year. Rentals on holidays may require pre-inspection and post-inspection prior to or after the actual day of the rental.
14. **Rental procedure:** The requesting Unit Owner shall review and sign the reservation form at the Property Management office. The reservation is not firm until a check has been presented the Management Company. A check of \$200.00 for both the rental fee (\$100) and security deposit (\$100) shall be made out to: EAGLES LANDING CONDOMINIUM. The check must be provided not later than 10 business days after the date of the reservation. If the check is not presented by the tenth business day after the reservation form is signed, the reservation will be considered canceled and the date requested can be given to another Unit Owner. If the primary reservation is canceled Back-up reservations will be accepted for dates previously booked. If a back-up reservation is accepted, the Unit Owner will have 24 hours to complete the reservation form and provide the rental fee/security deposit check. If a back-up reservation is canceled after the rental fee/security deposit check is provided, the cancellation fee procedures will apply. Unit Owners may request one rental on a Federal holiday every three years, or more frequently, as available.

NOTE: Unit Owner is defined as the Unit Owner/Occupant or lessee/ occupant (for leased units).

IX. POOL REGULATIONS

The pool is used for two purposes. (1) Open Swim for all residents and their guests 18 years or older, normally three days a week and (2) Water Fitness (Water Aerobics) for all registered residents, normally two nights a week.

1. Photo ID is required. All pool users must sign in/out in the logbook. Pool hours are as posted on the front door and/or the bulletin boards.
2. A shower is required prior to entering the pool..
3. Food and non-alcoholic drinks are allowed in the pool area in plastic or paper containers only.
4. All debris must be discarded before leaving the pool area in the appropriate receptacles.
5. Each resident is allowed to accompany two (2) guests over the age of 18 during open swim. **Residents must remain with their guests while in the pool area.** On Family Swim Days, ONLY children 3 years and older will be allowed with a resident (children must be toilet trained).
6. Towels are not to be left in the pool area.
7. All items left in the pool area over one week will be discarded at the end of that week.

IMPORTANT NOTICE

**THE POOL PHONE IS FOR EMERGENCY USE ONLY
NOT FOR PERSONAL USE**

X. SATELLITE DISH REGULATIONS

The Board of Trustees of the Eagles Landing Condominium Trust under the Declaration of Trust, dated January 22, 1998, recorded with the Middlesex North Registry of Deeds on January 23, 1998, pursuant to M.G.L., Chapter 183A, by Master Deed dated January 22, 1998, of said Trust, do hereby amend to include the following resolution relating to Antennas and Satellite Dish systems, as follows: (20)

1. DEFINITIONS

- a. "Reception Antenna" described as an antenna, satellite dish or other structure to receive a video programming service intended for reception in the viewing area. Examples of video programming services include: Direct Broadcast Satellite services, Multipoint Distribution services and Television Broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wire, conduits, wiring fasteners, bolts and other accessories for the reception antenna or similar structure is part of the Reception Antenna System. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is considered a Reception Antenna provided that it meets Federal Communication Commission standards for radio Frequency Radiation (RF emissions).
- b. "Similar Devices, Appurtenant Devices or Fixtures." means other appurtenant devices or fixtures which are similar in size, weight and appearance to Reception Antennas.
- c. "Transmission Antenna" means any antenna, satellite dish or structure used to transmit radio, television, cellular or other signals other than Reception Antennas. Transmission Antennas are prohibited in all areas of Eagles Landing.

2. PROPERTY AFFECTED BY RESTRICTIONS:

- a. No resident shall install a Reception Antenna on any portion of the common area and facilities unless the "Area" is a limited common element or exclusive use area granted pursuant to the provisions of the Master Deed creating the condominium.
- b. A Reception Antenna, which encroaches on the air space of another owner's unit or limited common area, or which is attached to or encroaches onto the general common areas, does not comply with this rule.

- c. The common areas of Eagles Landing cannot be used for the installation of any antenna by an individual, resident or owner without the permission of the Board of Trustees.
- d. For tenants renting from owners of Eagles Landing units, the owner of said residence must be notified of such a request to install a satellite dish.

3. REGULATION ON INSTALLATION OF RECEPTION ANTENNA

If a Reception Antenna is installed in a limited common area, as defined in the Master Deed, such installation shall be subject to the following:

- a. The Reception Antenna shall not be larger than necessary for any acceptable quality signal provided that under no circumstances shall Reception Antennas for Direct Broadcast Satellite Services be large than one meter (39.4 inches) in diameter.
- b. Due to safety concern relating to wind loads and the risk of falling structures, any mast greater than twelve feet in height from ground level must receive prior written approval of the Board of Trustees. The owner must submit an application including a detailed drawing of the methods of anchorage to the Board of Trustees (see the Management Company for the Notification and Approval form).
- c. Reception Antennas must be placed in areas which are shielded from view from outside Eagles Landing or from other units to the extent possible provided that nothing in the regulation shall require a Reception Antenna to be placed where it prohibits reception of an acceptable quality signal unless no acceptable reception is available in any exclusive use area. Residents must first attempt to install the Reception Antenna within their unit, enclosed garage or storage areas. If an acceptable signal is not possible, the resident must then install the Reception Antenna on their own exclusive porch, patio or deck. Connections of the wiring harness must be at the least possible length entering the

unit at the best confinement location. All wiring entering the unit must be sealed so as not to allow any adverse weather conditions to penetrate the siding.

- d. Reception Antennas and similar structures shall not be placed in areas where it may obstruct fire exits, walkways, ingress and egress from an area, fire lanes, fire hoses, fire extinguisher, safety equipment, electrical panels or any areas necessary for the safe operation of the property or in any way interfere with the maintenance of the Common Area. The purpose of this policy is to permit evacuation of the unit(s) and the complex, as well as to provide clear access for emergency personnel, and to ensure there is no interference with maintenance operations.
- e. Any resident approved to install, maintain or use a Reception Antenna shall do so in such a manner that it does not materially damage the general Common Areas or the unit. Residents shall not install, maintain or use a Reception Antenna that would void any warranties of the Association or other owners or impair the water tight integrity of the building.
- f. The residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to: (a) repair, maintain remove and replace the Reception Antenna, (b) repair damages to the Common Areas, the unit, other units and other property caused by the installation, existence or use of the Reception Antenna, (c) pay for all for medical expenses incurred by persons injured by installation, existence or use of the Reception Antenna, and (d) reimburse residents or the Association for damages caused by the installation, existence or use of the Reception Antenna. Evidence of insurance regarding the installation in a satisfactory manner and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional named insured.
- g. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building.

- h. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard. No rust or other corrosion may be visible. Any repainting or touch-up must match the original equipment color.
- i. No resident may install more than one Reception Antenna or one Satellite Dish.
- j. Tenants must obtain the written permission of the Unit Owner before they attempt to install a Reception Antenna and/or Satellite Dish on any limited common area as defined in the Master Deed. A copy of the written permission from the Unit Owner shall be submitted with all documentation submitted to the Management Company.

4. PROCESS AND PROCEDURE – DECLARATORY RULINGS, FINES, INJUNCTIVE RELIEF

In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. In the event the FCC or court determines that there has been a violation, a fine of \$50.00 shall be imposed. If, after the FCC or court determination and within a reasonable time, the violation has not been corrected, the Board of Trustees will impose additional fines of \$25.00 per day. To the extent permitted by the FCC, the Association shall be entitled to “reasonable attorney's fees, cost and expenses”, if the regulation is valid. Additionally, the Association may seek injunctive relief.

5. PROHIBITED ANTENNAS

Transmission Antennas are prohibited in all areas of Eagles Landing.

6. NOTICE OF INTENT TO INSTALL RECEPTION ANTENNA

At least 14 days prior to the commencement on any installation, the Unit Owner shall provide a copy of the Notification Form to the Management Company. All work must be performed by a licensed and insured contractor, who must provide a detailed plan, along with specifications, prior to commencing with the installation. Any non-routine installations which do not comply with the foregoing regulations may require specific approval from the Board of Trustees. A Unit Owner shall be required to provide specific information on the Notification Form as to why the proposed installation will not comply with the current regulations.

7. RESPONSIBILITY FOR REMOVAL AND REPAIR

The Unit Owner is responsible for the immediate removal of the antenna at the Unit Owner's expense, if it must be removed in order for the Association to repair, paint or maintain the area where it is installed or if the Unit Owner moves from the unit.

8. SATELLITE DISH APPROVAL FORM

This form is available from the Property Management Company.

XI EXECUTION OF RULES AND REGULATIONS

Board of Trustees Approval of the Eagles Landing Rules and Regulations
Condominium Trust

By: *Anthony J. Ippolito*
Trustee (Chairman)

By: *Janis A. Giles*
Trustee (Secretary)

By: *Kathleen H. Bell*
Trustee (Treasurer)

By: *John C. Glennon*
Trustee (At Large)

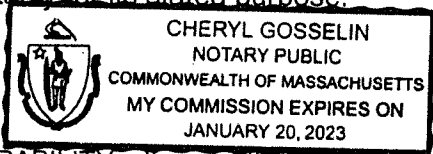
By: _____
Trustee (At Large)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

Executed this 20th day of February, 2019

On this 20th of day February 2019, before me, the undersigned notary public personally appeared, Anthony J. Ippolito, Kathleen H. Bell, Janis Giles and John Glennon and proved to me through satisfactory evidence of identification being (check whichever applies) _____ Driver's License or other state or federal government document bearing a photographic image, _____ oath or affirmation of a credible witness known to me who knows the above signatories or my own personal knowledge of the identity of the signatories to be the persons whose names are signed above and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.



Cheryl Gosselin
Notary Public: *Cheryl Gosselin*
Expiration Date: *1-20-2023*

SEVERABILITY – If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

AMENDMENTS/MODIFICATIONS – The Board of Trustees may amend these Rules and Regulations from time to time as they deem necessary. In all respects, The Rules and Regulations of the Eagles Landing Condominium Trust, as hereby amended by this resolution, are ratified and affirmed.