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**MERRIMACK MEADOWS CONDOMINIUM TRUST**

**RULES AND REGULATIONS**

**Revised December 14, 2015**



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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 enhance our quality of condominium living.

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## **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 a unit as their domicile or legal residence. Residents will be held responsible for the acts of guests visiting their unit.

## **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 i.e. overnight on or about the grounds or any other part of the common areas without prior Trustee approval.

### **2. a. Insurance:**

The condominium insurance deductible is \$10,000 per unit. There is also a \$10,000 per unit ice dam deductible. Owners must have a home owner's insurance policy HO6 to cover their unit and personal property and the \$10,000 master policy deductible. Owners should advise their insurance agent of the master policy deductible provisions as well. In the event of a loss, owners must notify their insurance agent and the management office. No owner may open an insurance claim on behalf of the association. Management and the board have that sole authority.

### **b. Effect on Insurance:**

No resident 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 (**quart, maximum for garage storage per Tewksbury Fire Department**). (This rule exempts propane tanks for outside grills provided the propane is stored **outside away from dwelling and not in garages per Tewksbury Fire Department**).

Residents are required to adhere to the requirements of Section 5.12.5 of the Declaration of Trust relating to Notice of Owner's Improvements concerning improvements which exceed a total value of \$1,000 (One Thousand Dollars).

### **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, replace or change any decoration, or sign on the exterior of their unit, including, but not limited to exterior doors, decks, patios, privacy barriers and balconies without the prior approval of the Trustees. This rule prohibits the drilling of holes and the use of nails to hang exterior fixtures except as approved by the Trustees, **especially in light of the installation of vinyl siding on the buildings. The cost of repairing or replacing the damaged vinyl will be charged to the unit owner.**

The seasonal use of exterior decorations on a temporary basis will be allowed (at the discretion of the Trustees).

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 or around their unit.

### **4. Windows and Doors:**

All windows and doors are the responsibility of the home owner with the exception of bulkhead doors. If you choose to replace windows or doors a written request must be sent to management with a picture of the new window/door and will be reviewed for approval. Residents must receive approval in writing from management prior to any work being done. All windows and doors i.e. front, back, French or slider must be white. If approval is not received from management prior to installation, penalties will range from fines to full replacement of items installed. Approval is at the sole discretion of the Board of Trustees.

### **5. Patios, Decks, Porches:**

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

Toys, sandboxes or swings may be stored on patios, decks or porches between Memorial Day and Halloween. Sandboxes must be covered when not in use.

**Due to insurance regulations charcoal grills are not allowed. The use of tiki torches, fire pits or chimneas is not allowed.** Gas grills (propane or natural gas) may be used on patios or decks. Fires should be controlled and monitored at all times. Excessive smoke that annoys neighbors is prohibited.

**All grills must be at least five feet (5') away from exterior walls of the buildings.**

Inflatable/plastic pools must be emptied every evening and they are prohibited on the common area on scheduled landscaping days. In the event that an inflatable/plastic pool is in use and/or filled with water, Resident using this pool shall supervise the pool at all times. At no time should a pool with water be left unsupervised.

Awnings may be installed over decks with permission from the Board of Trustees. The additional cost of installing a support/backer board will be the owner's responsibility.

The Association will treat decks periodically when the budget allows and/or the Trustees deem it necessary with a protective stain. Unit owners may stain the deck of their unit between cycles at their own expense. Please check with management before staining deck to make sure it is understood which stain to use; failure to do so and applying the wrong stain will result in fines and decks will have to be redone at owner's expense.

**6. Latticework:**

Unit owners may install latticework around the base of their decks subject to the following conditions:

- a) Latticework must be professionally manufactured and of a tight weave.
- b) Quality installation is required, but not necessarily by professional contractors.
- c) Latticework must be stained with the same stain color as the deck.
- d) Access to the exterior walls of the units must be provided when necessary to perform inspections and maintenance.
- e) Property may be stored under decks if the deck is substantially surrounded by latticework. Only **town issued sealed** trash containers may be stored under decks without latticework.
- f) The association is not responsible for lattice repair or maintenance and may order the latticework to be removed if it is unsightly or damaged at the unit owner's expense.

**7. Laundry:**

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

**8. Mulch Bed Planting and Potted Flowers:**

Residents may plant flowers and shrubs in mulch beds around their units. This rule is subject to the following conditions:

- a) Only flowers and shrubs may be planted in mulch beds only after approval of the Board of Trustees.
- b) No flowers are to be planted outside the mulch beds unless prior approval from the Trustees is granted.
- c) No rose bushes or vegetable gardens are allowed on common grounds.
- d. Vegetables will be allowed in planters on or around deck only.

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 may also 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 at the unit owner's expense.

#### **9. Pets:**

- a) No more than one (1) dog pet may reside in a unit without Trustee approval. All dogs must be registered with Management.
- b) All dogs must be licensed by the Town of Tewksbury. All dogs & cats must be inoculated against rabies and owners must furnish proof of same to management.
- c) All dogs must be walked on a hand held leash. Pets may not be confined to the common areas by chains, anchors, ropes or the like unless accompanied by resident/owner.
- d) If your dog defecates on Condominium property it must be immediately picked up and disposed of properly. Pet owners are liable for any damage caused by their animal defecating and/or urinating on Condominium property. This includes, but is not limited thereto, any damage to grass, mulch, etc. that is caused by any pet urinating or defecating. Unit owners are hereby advised that they will be solely responsible for the cost of replacing sod, grass, mulch etc. This cost will include, but is not limited thereto, the cost of labor and materials
- e) Residents shall prevent their pets from becoming nuisances to adjoining residents. Including but not limited to noise. All residents are allowed a hearing after which the trustees may insist upon not keeping a pet, which the Trustees, in their sole discretion, determine interferes with the rights of other unit owners.
- f) Any pet owner who violates the aforementioned rules/regulations is subject to specific action, including fines as described in Section 28.

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

**10. Excessive Noise:**

The volume of television sets, radios, 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 or interfere with the quiet enjoyment of their units. This would also include parties and gatherings. Quiet times between the hours of 11PM and 6AM are to be adhered to for the comfort of surround neighbors.

**11. Abuse of Physical Plant:**

The Trustees may charge to any resident any and all expenses, including but not limited to any direct, punitive and/or consequential expense, related to any damage. This applies to, but is not limited thereto any misuse caused by any resident, resident's agent, guest, servant or employee.

**12. 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, not permit anything by such persons or pets that will interfere with the rights, comforts or convenience of the other residents.

**13. Parking Spaces:**

a) The parking areas may be used only for parking of private automobiles, light pickup trucks, light vans and motorcycles and all such vehicles must be fully registered in accordance with applicable statutes and regulations.

Any vehicle that is not registered or un-drivable due to accident or damage cannot be stored on Merrimack Meadows property. It shall be in the sole discretion of the Board of Trustees when determining if a vehicle is deemed "un-drivable". This restriction applies to parking in either resident or visitor areas. The only exception to this prohibition is if the vehicle is stored inside a unit owner's garage.

No trucks, boats, trailers (whether capable of independent operation or attached to automobiles or other vehicles), unregistered vehicles and the like may NOT be parked unless written consent of the Trustees is first obtained. Only one (1) vehicle is allowed in each parking space and "piggyback" parking is strictly prohibited.

b) All vehicles shall be parked head in, except for temporary circumstances

c) In addition to the exclusive right and easement for the use of one (1) parking space appurtenant to each unit as stated in Section 5.24 of the Merrimack Meadows Condominium Trust, (1) additional parking space may be assigned to unit owners. The approval and/or location of this additional parking spot is at the sole discretion of the Board of Trustees. **Parking stickers are required on all vehicles using these parking areas.**

d) Any commercial vehicle must have prior approval from management to park in complex.

e) Additional parking is available at the Clubhouse and areas labeled as "Visitor Parking"; **un-stickered vehicles parked in areas not designated as "visitor parking" can be towed at owners' expense without notice.**

f) The handicapped parking policy for the complex is as follows:

1) Visitors and guests authorized to use valid handicap plates or placards issued by the Massachusetts Registry of Motor Vehicles on their vehicles are treated as residents with respect to parking. They may park the properly identified vehicle in any residential parking spot or in front of the garage assigned to the unit they are visiting.

2) Residents who are authorized to use handicap plates or placards on their vehicles will be granted a designated handicap parking spot upon request and proof of handicap status from the Massachusetts Registry of Motor Vehicles.

**g) No vehicle is permitted to park in restricted parking lanes or on the main road or loops with the exception of snow emergency for plowing and snow removal or temporarily if guests lots are full. Overnight parking is strictly prohibited at all times in these areas. Fire hydrants are never to be blocked.**

h) Some residential and visitor parking areas may have lane markings. Vehicles parked in those areas should park between said lane markings.

This provision is meant to supplement and clarify Section 5.24 of the Merrimack Meadows Condominium Trust. In the event that there is a conflict between this provision of the Rules & Regulations and Section 5.24 of the Merrimack Meadows Condominium Trust, it shall be deemed that provision of Section 5.24 of the Merrimack Meadows Condominium Trust controls.

#### **14. Recreational Vehicles:**

a) Riding or parking or any pedal-powered or motorized vehicle, including automobiles, on the lawns and sidewalks of the Condominium is strictly prohibited.

b) Unregistered motor vehicles, including ATV's, mopeds, mini-Bikes, snowmobiles and motorized scooters may not be operated on roadways or common areas.

### **15. Rentals/Offsite Unit Owners:**

a) All offsite unit owners shall register with the condominium management company 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 for said units.

b) All leases must be in writing and subject to the declaration and by laws of the condominium project.

The condominium association may request and receive a copy of the sublease or rental agreement.

The condominium association may request the name(s) of all tenants including the tenants' family members who will occupy the unit.

Unit owners are prohibited from leasing their units for an initial term of less than 30 days.

The condominium association may establish a maximum allowable lease term, e.g. six (6) months, twelve (12) months, etc.

The condominium association may establish a maximum number of rental units within the project however the percentage of rental units may not exceed the current FHA condominium project owner-occupancy requirement.

The condominium association may not require that a prospective tenant be approved by the condominium association and/or its agent(s), including but not limited to meeting creditworthiness standards.

**The condominium association may not require that a prospective tenant be approved by the condominium association and/or its agent(s), including but not limited to meeting creditworthiness standards.**

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.

### **16, Clubhouse Use:**

The Trustees will establish rules and regulations for use of the clubhouse on a season to season basis. Separate rules for rental of the clubhouse are contained in the Unit Owners' Handbook. Management maintains rules for the clubhouse. The Trustees will set charges for use of the clubhouse and will require a deposit for clubhouse use.



Only residents of Merrimack Meadows are allowed to rent the clubhouse. The clubhouse rental fee may be waived if the clubhouse is used for a Merrimack Meadows sponsored event, i.e. Halloween and Christmas parties.

**17. Collection of Fees:**

All fees are due on the first (1<sup>st</sup>) day of every month. The Trustees will impose a late charge of Fifty dollars (\$50.) if any annual assessment, monthly installment, fine, interest or legal fees (the "assessment") is not received by the fifteenth (15<sup>th</sup>) day of the month when due. If such assessment is not received within thirty (30) days when due the Trustees will impose an additional late charge of not more than Seventy Five dollars (\$75.) per month until payment in full is received. This begins with the time of the first offense.

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 has not been paid, 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 if 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. Additional charges for legal fees, actual cost, will be assessed to the owner's account that is in default.

**18. Operation of Motor Vehicles:**

- a) **The speed limit on the main road is 15 MPH., the speed limit on loops is 5 MPH.**
- b) Motor vehicle operators will comply with all posted traffic signs.
- c) Board reserves right to revoke Merrimack Meadows parking sticker at which point that vehicle has no authorization to be parked in front of a unit and can be towed at the owners' expense without notice.
- d) Failure to abide by the speed limit is subject to penalties including, but not limited thereto, fines as described in Section 28 of this document and revocation of parking sticker.

**19. Rubbish/Trash Collection:**

- a) **All containers must be clearly marked with unit numbers and must have lids to prevent trash from polluting our community. If your trash barrel is not clearly marked with your unit number and is left out beyond noon the day after trash pickup, it shall be confiscated and you will have to retrieve it from management by paying a \$20 fee.**
- b) Residents shall put out containers no earlier than **6:00 pm on day prior to trash pickup.** Residents shall retrieve and store their containers by **10:00 PM on the day of pickup.**

**c) Only under conditions of extreme weather during the winter months (November – April); i.e. snow storms, more than 6” of snow on the ground, you may keep your trash/recycle barrel in front of your unit. We would urge residents that are fortunate enough to own a garage that they store their barrels there and not in front of their unit during extreme weather.**

d) Household trash shall be stored outside in town approved waste containers. Areas of storage are on decks, under decks or next to decks or bulkheads; not in front of units unless special circumstance warrants. The Board and Management reserve the right to regulate the areas where individual units may store their containers for aesthetic reasons.

e) Residents are responsible for disposal of all major appliances, including water heaters, Christmas trees and other large articles that the trash removal service will not take. Call the Town of Tewksbury at 978-640-4355 or Republic Services at 800-442-9006, (also refer to your annual Town of Tewksbury Trash Calendar). Under no circumstances are unit owners allowed to “dispose” of larger items by dropping them off at the maintenance garage, leaving them in the street or common areas and expect the association (you) to pay for this pickup and disposal.

f) If there is a holiday during the week, trash pickup will be delayed one (1) day. Please remember to put your trash out one (1) day later than normal to accommodate the holiday. If you are not sure of a holiday call the Town of Tewksbury at 978-640-4355 or the trash company directly, 800-442-9006.

g) Recycling is now part of Tewksbury’s trash. Please follow the recycling guidelines from the Town of Tewksbury. These guidelines can be found on their web site at: [www.tewksbury-ma.gov](http://www.tewksbury-ma.gov)

## **20. Deliveries/Contractors:**

a) Residents are urged to have all deliveries and contractors enter their units from their front door to avoid damage to the irrigation systems and lawns. As this can’t always be accomplished it will be the unit owner’s responsibility to schedule such work/deliveries so that damage will not occur. Unit owner will be responsible for the cost of such repairs is warranted.

## **21. Violations:**

a) Violation of any Rule or Regulation or 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 or remedy by appropriate legal proceedings, 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 of such violations. Collections of fines will be enforced against the unit owner involved as if the fines were owner or resident, the Trustees shall have the power to

require such unit owner to post reasonable bond to secure adherence to said Rule and Regulations, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

b) Residents who observe a violation of these Rules and Regulations should send a written or email notification (complaint) to the management office detailing the offense. The resident filing the complaint shall sign the complaint. Upon receipt of a signed complaint, the management office will validate the complaint and follow the rules for violation in Section 28. Unit owners are entitled to review all written notices and have the right to appeal as stated in Section 25. The names of the complainant (resident filing complaint) will be deleted prior to public review.

**22. Vandalism:**

Unit owners are responsible for acts of vandalism committed by residents or guests of their unit causing damage to the property of other unit owners or to common property. Unit owners are also subject to a \$250.00 fine for such vandalism and, additionally, will be assessed all costs associated with said vandalism. These costs include, but are not limited to, all costs associated with repairs (including labor and materials), attorney fees and expenses, any expenses related with filing the matter with the appropriate court and any other related consequential costs or expense.

A reward totaling \$250.00 will be awarded to any resident who reports an act of vandalism in sufficient detail to allow identification of the perpetrator. In the event that more than one resident reports an act of vandalism that leads to the identification of the perpetrator, this reward of \$250.00 shall be divided equally among the residents providing this information. This reward will be assessed against the unit where the perpetrator resided or is visiting in addition to all other fines/fees referenced in this paragraph.

**23. Move-in / Move-out Fee:**

A fee of \$100.00 will be charged to unit owners upon moving in/out of their units to guard against damage to the common area. This fee will be used to defray expenses to repair any damage occurring during process. The \$100.00 will be returned to the unit owner if no damage occurs.

**24. Attorney's 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.

**25. 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, providing however, that said resident requests a hearing in writing within ten (10) days of the Trustees act or action which forms the basis of the residents grievance.

**26. Amendments to 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 may be amended from time to time as provided in the Declaration of Trust.

**27. Reimbursement to Unit Owners:**

Unit owners are not permitted to hire repair men, 3<sup>rd</sup> party contractors or any vendor and expect the condo association to reimburse for these services. Any outside service that the association will pay for will be scheduled and paid for through the management office.

**28. Fine Structure:**

The Board of Trustees have the right to fine Residents based on violation of these rules, the Master Deed, Declaration of Trust, By-Laws, Unit Deed and or MGL c. 183A. For any violation of these rules, fines shall be levied in the following manner unless otherwise indicated in the afore mentioned documents:

**First Offense: Written Notice**

**Second Offense: \$50.00 Fine**

**Third Offense: \$100.00 Fine**

**Fourth Offense: \$150.00 Fine**

**All Offenses beyond the Fourth Offense: \$150.00 Fine**

**Bounced check fee of \$50.00 plus any and all additional charges**

These fines are in addition to any other costs incurred by the Condominium Association to remedy any damage caused by the Resident by his/her/their violation of the aforementioned documents. Residents are hereby advised that notwithstanding their behavior was a first offense violation of a particular rule, the resident will still be responsible for costs incurred to remedy the damage and these costs may include attorney fees.

MERRIMACK MEADOWS

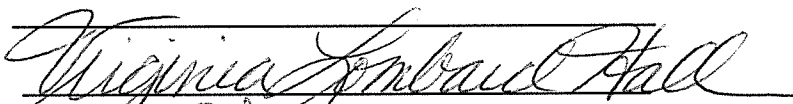
CONDOMINIUM TRUST

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Agreed this date:

Virginia Lombard-Hall



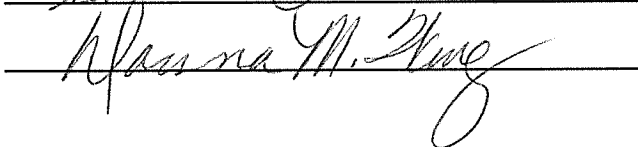
Stuart Simon



Francesca Torres



Donna Wing




COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

December 14, 2015

Then personally appeared the above named: Virginia Lombard-Hall, Stuart Simon, Francesca Torres and Donna Wing who produced a copy of a Massachusetts Driver's License and/or who are personally known to me, and, who are the duly authorized Board of Trustees of the Merrimack Meadows Condominium Trust, and acknowledged the foregoing instrument to be their free act and deed, before me,

 12/14/15 Notary Public

Joseph P. Silva

My Commission expires 3/18/2022

Revision III December 12, 2015

