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**Pheasant Hunt Condominiums
Randolph Drive
Tewksbury, Ma
01876**

Rules and Regulations for Owners and Tenants

May 3rd, 2016

This Revision Supersedes and
Replaces all other Pheasant
Hunt Condominium Rules and
Regulations.

TABLE OF CONTENTS

PROCEDURES	3
RULES AND REGULATIONS.....	4
FINES AND FEES	4
LIQUID PROPANE (LP) AND ELECTRIC GRILLS	5
PODS	5
CHILDREN AND ADULTS	5
NO OFFENSIVE ACTIVITY.....	5
MAINTENANCE OF COMMON AREA.....	5
NO OBSTRUCTION OF COMMON AREAS.....	6
LIMITED COMMON AREAS.....	6
DECK PLANTINGS	6
EFFECT ON INSURANCE	6
ABUSE OF MECHANICAL SYSTEM.....	7
UNIT KEYS.....	7
VISITOR PARKING	7
MOTOR VEHICLES	7
PETS	8
WINDOWS	8
OCCUPIED UNITS	9
SNOW REMOVAL PARKING AND REGULATIONS.....	9
TRASH.....	9
AMENDMENTS	10
SATELLITE DISH/ANTENNAS	10
ATTACHMENT 1: NOTIFICATION FORM FOR THE INSTALLMENT OF DBS SATELLITE.....	11
ATTACHMENT 2: PET REGISTRATION FORM	13
ATTACHMENT 3: PHEASANT HUNT RULES VIOLATION REPORT FORM	14

Please read this document carefully and store it in a safe place with your other condominium documents for future reference. Any persons seeking exceptions must submit requests for any exceptions to the above Rules and Regulations to the Management Company in writing. The Board of Trustees may only grant exceptions. The Board may amend this Resolution from time to time, as it deems necessary. Copies of the Rules and Regulations may be obtained through the Management Company. See Attachments 1 and 2 for the Management Company information.

Procedures

Pheasant Hunt owners, tenants, residents and employees are obliged to follow, support and enforce the Rules and Regulations.

Unit owners are responsible for providing their tenants with copies of the Pheasant Hunt Condominium Rules and Regulations and insuring that they are understood by the tenants. Unit owners are held responsible for the actions of their tenants and guests and are liable for any fines incurred due to their tenants and/or guests infractions. Fines must be paid within 30 days of notification of the assessment.

Upon receipt of a notification of fine and/or letter of warning, the unit owner may provide a rebuttal of same to the Board of Trustees in writing c/o the Management Company. The Board will take up consideration of written rebuttals. The decision(s) of the Board will be sent in writing to the unit owner.

Upon receipt of a written complaint and/or evidence of violation of the rules and regulations the Management Company will take the following action: Issuance of a notification of warning or fine to:

- The unit owner who has allegedly violated a rule or regulation
- The unit owner whose tenant and/or guest has allegedly violated a rule or regulation, and the tenant involved, if any.

The notification of fine and/or letter of warning will state the nature of the violation and provide information on how the unit owner may respond if he/she chooses to contest the complaint. A blind copy of the letter of warning may be sent to the person initiating the complaint. When necessary, the management company will use its discretion in maintaining confidentiality. The management company is responsible for the collection of all fines.

Rules and Regulations

The following rules have been established to prevent unreasonable interference with the use of our respective units and of the common areas and facilities. They are intended to contribute to preserving a clean and attractive environment, and assuring the peaceful enjoyment of the Pheasant Hunt community. They are also intended to protect and enhance the value of the property for all. These rules are not in any way designated to unduly interfere, restrict or burden the use of such property. Therefore, in fairness to themselves and to their neighbors, all residents of Pheasant Hunt Condominium and their guests are expected to abide by the following schedule of rules which are meant to supplement the provisions of the Master Deed and By Laws.

In these Rules and Regulations the words "common areas and facilities", "Trustees", "Unit", and "Unit Owners", shall have the meaning given to these terms in the Master Deed and the Declaration of Trust for Pheasant Hunt Condominium. The word "person" or "persons" shall have the meaning "unit owners, tenants, visitors, invitees, servants, employees, agents, and licensees, and any of his/her/their families".

The Trustees may, in the event of continuing violation(s) of these Rules and Regulations proceed as follows:

- Prosecute an action of law to recover damages on behalf of the condominium
- Prosecute an action in equity to enforce performance on the part of the "unit owner" or any other "person"
- Prosecute an action in equity for such equitable relief as may be necessary under the circumstance; including injunctive relief to prosecute a criminal complaint.

Fines and Fees

In accordance with the terms of the condominium trust, the Trustees will fine the "unit owners" for violations of these Rules and Regulations in the amount of \$50.00 for each violation by any person on the premises with respect to the unit owner, except for matters involving pets which shall result in a \$100.00 fine or a lease violation which may result in a \$300.00 fine. For each day a violation continues after notice, it shall be considered a separate violation. Collection of these charges will be enforced against the "unit owner" as if the charges were common charges owed by that "unit owner".

Liquid Propane (LP) and Charcoal Grills

LP gas grills and charcoal grills are not allowed at Pheasant Hunt Condominiums. Any unit owner using an LP gas or charcoal grill will be fined according to the Fines and Fees section of the by-laws and immediately asked to have the grill removed.

Electric Grills are allowed on balconies of units above the first floor.

PODS

PODS (Portable on Demand Storage) or other moveable storage units need to be approved by the Management Company and the Board. Once approved, a seven-day deadline will be set. An extension can be granted by contacting the Management Company.

Children and Adults

Parents are responsible for the actions and proper supervision of their children. Alcoholic beverages are not permitted in the common areas. Bikes shall not be left in common areas or on any common grass area.

No Offensive Activity

"Persons" shall not cause or permit any unusual or objectionable odors to be produced in or to emanate from their Units. No "persons" shall make any disturbing noises, i.e., home theatres stereo sound systems, car horn, loud motor vehicle mufflers (including motorcycles, mopeds, etc.), shouting/arguing) that will interfere with the rights, comforts or convenience of other "persons".

The volume of television sets, radios, stereos, phonographs, musical instruments and other sounds shall at all times be kept at a level which shall not interfere with the rights, comforts, or convenience of other "persons".

No "persons" shall do anything that in any way would compromise the security of the building. "Persons" and/or their vehicles may not double park, block or otherwise obstruct traffic.

Maintenance of Common Area

Improvements, maintenance, and landscaping of the common area shall be done only by the Trustees or their agent, unless prior written permission of the Trustees has been obtained. And any improvements, maintenance or landscaping done shall be at the - sole risk of the person doing so.

- "Unit Owners" shall be responsible for any damage caused by tenants,

guests, servants, employees, agents, and licensees or his/her/their families on the premises with respect to such unit and common areas.

- Unit owners or tenants shall not display "for sale" or "for rent signs in windows of their Unit, nor shall the Unit Owners place window displays or advertising in the windows of their Units.

The management firm shall be notified when units for sale or rent are holding an open house and potential buyers or renters shall be directed to park their vehicles in the visitor parking areas.

No personal articles or equipment including but not limited to outdoor equipment, bicycles, sporting goods, cooking equipment, lawn furniture and toys shall be left in any of the common areas. Such articles will be disposed of without further notice.

No bicycle riding, camping, digging, etc. is permitted on the lawns. Walking through landscaped areas is prohibited.

"Unit Owners" are responsible for any damages occurring as a result of a move.

No Obstruction of Common Areas

"Persons" are responsible for keeping walkways and common areas free of toys and other objects.

Limited Common Areas

Maintenance of Limited Common Areas, such as driveways and front porches shall be the responsibility of the Association. All charges incurred to repair any damage created by misuse, abuse or destruction of the Limited Common Areas will be the responsibility of the unit owner.

Deck Maintenance

Decks should not be used as a storage place for anything other than what would be considered deck/balcony decorations that enhance the appearance of our community. No brooms, bikes, boxes, garbage, clothing, or anything that clutters or projects a negative décor. No objects of any type shall be thrown or dropped including but not limited to cigarettes, gum, wrappers, water, ice, etc. All hanging planters, pots and flower boxes must be secured properly and properly maintained. **Electric grills** are allowed and should be covered when not in use.

Effect on Insurance

No "person" shall use their Unit in such fashion as to result in the cancellation of the insurance maintained by the Trustees on the Condominium. Nor shall any

"persons" use their Unit in such fashion as to cause an increase in the cost of such insurance.

Abuse of Mechanical System

The Trustees may assess a Unit Owner for any damage to the mechanical, electrical, or other building service systems of the Condominium caused by misuse of those systems by unit owners or their contractors, tenants, guests, etc.

Unit Keys

Providing a unit key to the Trustees or their agent for access to the Unit shall be at the sole risk of the "person" or owner of the unit. The Trustees shall in no way be liable for any injury, loss, or damage resulting directly or indirectly from such entrusting of a unit key. It is requested that the name, address and telephone number of a person with a key to a unit be provided to the management firm or Trustees in case of an emergency whereby entry to the unit is needed and the owner or tenant cannot be reached. Management telephone number is 978-858-3500.

Visitor Parking

Guests may park in guest parking spaces for up to three days. After three days, vehicles without written permission for extended stay will be tagged and the unit owner warned and possibly fined according to the Fines and Fees section. Visitor parking is for visitors only. Contact the management company for more information on extended use or lease of a visitor parking space.

Motor Vehicles

All motor vehicles must park in the designated parking areas - which are garages first and foremost and then the space in front of the garage doors. Open parking spaces are reserved for guests only.

No parking in the fire lanes. Violations of this rule by owners, tenants or visitors are subject to fines being levied per the section on fines & fees. All motor vehicles on the premises must be registered with the Registry of Motor Vehicles and have a current inspection sticker. Any vehicles not meeting the above requirements will be subject to being towed away at the vehicle owner's expense. Motor vehicles towed away will be subject to a daily storage charge to be paid by the vehicle's owner. A 5-day waiting period will go into effect from the date when a notice is mailed to the owner of the illegal car. After this 5-day period, the vehicle will be removed. Each unit resident shall supply the license plate number and model information of each vehicle located on the property. Any owner not supplying the license plate number and model information to the Management shall be subject to fines and fees.

If a "person" provides a car key to the Trustees or their agent for purposes of moving the car or having access to the car, the providing of such keys shall be at the sole risk of the "person" or owner of the car key and the Trustees or their agent shall in no way be liable for any injury, loss, or damage resulting directly or indirectly from such entrusting of a car key or moving or accessing the car or any related acts.

All motor vehicle repairs on Pheasant Hunt property is prohibited, except for a battery change, jump-start, tire change, wiper blade replacement or adding windshield washer fluid.

Parking spaces may not be used for long-term storage of motor vehicles. Recreational vehicles other than motorcycles are prohibited on the premises, including but not limited to boats, trailers, mopeds, snowmobiles, motor homes and campers. Trucks having a GVW of 8600 lbs. or greater and having more than four wheels are not allowed to be kept on Pheasant Hunt property.

The Speed Limit on all streets and drives at Pheasant Hunt shall be Five Miles per Hour (5 MPH).

Illegally parked vehicles shall be towed at the owner's expense.

Pets

Dogs under 20 lbs. and cats are allowed at Pheasant Hunt Condominium Complex after filing of the attached request form that can be acquired from the management company. Pets may not be allowed to create a disturbance or unpleasantness. Any person that is asked in writing to remove their pet shall do so within 7 days or fines shall be assessed as a minimum corrective action. "Persons" are responsible for any harm or threat of harm caused by their pets. No pet shall be left in the common areas unattended. Dogs must be leashed when in common areas. Owners will be responsible for any lawn repairs due to pet impact. The Trustees may ban any pet which the Trustees, in their sole judgment, determine unreasonably interferes with the use of the common areas by other "persons" or becomes a nuisance to other residents. All dog owners must clean up after their dogs, i.e. use a "pooper scooper".

Windows

- No clothing, sheets, rugs, mops, or other items, shall be hung outside or inside of a window or on any exterior railings
- Windows may not be used as a means of entry or exit for "persons", pets, or property, except in the case of an emergency.

- Shades, awnings, window guards, temporary articles, or signs must not be hung from, or placed outside of the window(s) of any Unit. No, signs may be placed in the windows, visible from the exterior, - except for child location indicators.
- No unit owner shall replace their existing window frame or sliding glass doors without the written approval of the Trustees prior to the work being performed. Window renovations must conform to the style color and construction as approved by the Board of Trustees. Beige, double hung with no grids is the preferred style for windows. Sliding glass doors should also be beige or a similar color. No air conditioners or vents may be placed in the windows.

Occupied Units

No Unit shall be occupied by more individuals than permitted by the lease but in no event more than allowed by the Board of Health. Each "person" shall keep their unit in a good state of maintenance and cleanliness as per the standards of the Board of Health, Inspectional Services Department and Fire Department.

Snow Removal Parking and Regulations

- If snow is forecast at night - please put all vehicles in your "driveway" as close to your garage door as possible prior to retiring for the night. This will keep all outside parking lots clear for snow removal first (after the streets have been opened up).
- If snow is forecast for the daytime - before you leave for work, please put your extra vehicle (if any) in the garage. Once the lots have been cleared, you should then move your vehicles from your "driveway" back to the outside parking lots so that the snowplow people can start clearing your driveway areas. Remember that the last areas to be plowed are the "driveways", so please be patient – everyone cannot be first and the snow plow company does try to stagger plowing priorities (i.e., one storm would get the back section cleared first and the next storm would get the front section cleared first).

Trash

Trash containers are to be placed across from your garage door in the fire lane either after 7:00 P.M. on Tuesday evening or Wednesday morning before 8:00 A.M for Wednesday pickup by the trash contractor. It should be placed in the appropriate barrels. Recyclable material should be placed out in their appropriately labeled barrel as directed by the trash removal company. Wednesday is trash day. If Wednesday is a holiday, or the preceding Monday was a holiday, then trash pickup will be moved to Thursday of that week only.

Contact the Town of Tewksbury for more information.

Amendments

The Trustees may revise these Rules and Regulations in any way at any time as conditions warrant, provided that a written communication is sent to each unit owner advising the change.

Satellite Dish/Antennas

Notwithstanding any provision of the Master Deed, Declaration of Trust, By-Laws, and/or Rules and Regulations of the Association, the following Rules and Regulation regarding antenna restrictions shall take precedent over the same:

- Reception antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include broadcast satellite services, multi-point distribution services, and television broadcast signals. Transmission antennas are prohibited
- No resident shall install a Reception Antenna on any portion of the common areas. A Reception Antenna that encroaches on the air space of another unit owner's exclusive use, limited common area or onto the general common area does not comply with this Rule and Regulation.
- Owners must obtain permission of the Board of Trustees for installation of satellite dishes or antennas. Tenants must obtain the written permission of the owner before they may install a reception antenna on any common area and the Owner then must obtain permission from the Board of Trustees. Requests for installation must be sent to the manager.
- Reception Antenna for direct broadcast satellite dishes may not be larger than one meter in diameter.
- Dishes and antennas must be placed within the unit deck area by a qualified dish/antenna installer. Due to safety concerns relating to the falling of components, dishes and antenna shall be securely attached to unit.
- No resident may install more than one antenna or dish.

Attachment 1: Notification Form for the Installment of DBS Satellite

DISH, MMDS ANTENNA OR T.V. ANTENNA

NOTE: This form must be completed and returned at least five (5) days prior to the installation of any satellite dish/antenna

TO: Board of Trustees
Pheasant Hunt Condominium Association
C/o Silva Associates
1215 Main Street Unit 121
Tewksbury, MA 01876
(978) 858-3500

FROM: Owner's Name:
Mailing Address:
Phone Insurance Agent:
Phone Home:
Phone Work:
Unit Address:

Type of satellite dish or antenna to be installed (check any that apply).
DBS satellite dish one (1) meter or smaller (e.g., Dish Network, Direct T.V.)
MMDS antenna (wireless cable) one (1) meter or smaller (e.g., WANTV)
Television Antenna

Installation of the dish or antenna will be done by the following licensed/insured contractor:

Name:
Address:

A copy of the contractor's license and certificate of insurance naming Pheasant Hunt Condominium Association as an additional named insured must be attached hereto and made a part hereof.

Describe on a separate sheet of paper and attach hereto, the exact location of the dish or antenna and attach a diagram or drawing of the exact location of the dish antenna.

Does the location of the dish or antenna comply with the Association's regulations?

Yes / No

If no, state in detail the reason for noncompliance on a separate sheet of paper and attach hereto.

I acknowledge that I have read, understand, and have complied or will comply at all times with the Association's regulation with respect to the installation of satellite dishes and antennas.

Signature: _____

Date: _____

Name (Print) _____

If you are renting your unit - it is your responsibility to have this form filled out and returned to the address below. If the owner does not supply this form, then fines as defined under fines and fees will be enforced.

Attachment 2: Pet Registration Form

Please sign & return this form to: Pheasant Hunt Condominium

C/o Silva Associates
1215 Main Street Unit 121
Tewksbury, MA 01876

Rev March 15, 2011

Pheasant Hunt Condominium - Pet Registration

REGISTRATION FOR PETS LOCATED ON PHEASANT HUNT CONDOMINIUM
COMPLEX

The undersigned hereby acknowledges that she/he has the following pet(s) living on the Pheasant Hunt property and that she/he is bound to comply with all the terms of the Pheasant Hunt Condominiums Rules and Regulations on Pets as they may be amended from time to time.

Type of Pet: _____

Breed: _____

Pet Name: _____

Type of Pet: _____

Breed: _____

Pet Name: _____

Signature _____ Date _____

Name (Print) _____

Attachment 3: Pheasant Hunt Rules Violation Report Form

This form can be used to report any violation of the Pheasant Hunt Condo Rules and Regulations. Complaints will remain anonymous. Fill out this form and mail to:

Joe Silva
C/o Silva Associates
1215 Main Street Unit 121
Tewksbury, MA 01876

Name: _____

Address:

Home Phone: _____

Work Phone: _____

Date Submitted: _____

Date Reviewed: _____

Describe the rules violation you observed in the lines below

Name of violator (if known)

Disposition of this rules violation report (office use only)

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Describe the rules violation you observed in the lines below

Name of violator (if known)

Disposition of this rules violation report (office use only)

Pheasant Hunt Condominium Trust
AUTHORIZATION BY BOARD OF TRUSTEES
RULES AND REGULATIONS Revised May 3, 2016

Reference Book Page

The rules and regulations as of May 3, 2016 contained herein have been reviewed and approved by the individuals currently elected or appointed to serve on the Pheasant Hunt Condominium Trust Board of Trustees. These rules are intended to supplement the provisions of the Master Deed and Bylaws of the Pheasant Hunt Condominium.

Agreed this date: 5/19/16

Nancy Salt, Trustee	<u>Nancy Salt</u>
Tony Pinho, Trustee	<u>Tony Pinho</u>
Radu Ivan, Trustee	<u>Radu Ivan</u>
Elaine Mead, Trustee	<u>Elaine Mead</u>
Darren Nolette, Trustee	<u>Darren Nolette</u>

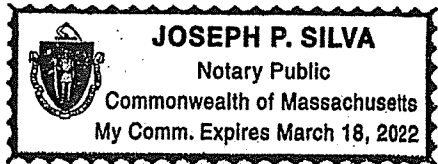
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. May 19, 2016

Then personally appeared the above named Trustees who produced a copy of their Massachusetts Driver's License and/or who are personally known to me, and who are the duly authorized Board of Trustees of the Pheasant Hunt Condominium Trust, and acknowledged the foregoing instrument to be their free act and deed, before me,

JP Notary Public
Joseph P. Silva

My Commission Expires 3/18/22



PHEASANT HUNT CONDOMINIUM
OWNER ACKNOWLEDGEMENT OF RULES AND REGULATIONS

The Undersigned do hereby acknowledge receipt of a copy of the Rules and Regulations dated May 3, 2016 which govern the Pheasant Hunt Condominium Trust and agree to abide by the same. The Undersigned acknowledges that these Rules and Regulations supplement the provisions of the Master Deed and Bylaws of the Pheasant Hunt Condominium Trust.

<u>Name</u>	<u>Unit #</u>	<u>Date</u>
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<u>Name</u>	<u>Unit #</u>	<u>Date</u>
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Please Mail or Email the acknowledgement by July 30, 2016 to:

Pheasant Hunt Condominium
c/o Silva Associates
1215 Main Street, Unit 121
Tewksbury, MA 01876
978-858-3500

You may fax the acknowledgement to Silva Associates at: (978) 858-0145