

**BELLA WOODS CONDOMINIUM TRUST**  
**RULES AND REGULATIONS**

The Bella Woods Condominium was created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the Bella Woods Condominium Trust, recorded at Book 27557, Page 128, on August 5, 2013 at the Middlesex North Registry of Deeds (hereinafter referred to as the “Trustees” and “Trust”, respectively), who are responsible for the administration, operation and maintenance of the Bella Woods 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.

These Rules and Regulations are intended to supplement, but not alter, the purposes, policies, restrictions, and other provisions stated in the Master Deed and Declaration of Trust, as they may be amended. The following Rules and Regulations are designed for the benefit of the entire 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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## **1. Use of Unit**

- a. 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 Owner, it being the intent that the Bella Woods Condominium shall be a residential community wherein all the residents may live in a peaceful and tranquil environment.
- b. Each Unit Owner shall keep his or her Unit and Limited Common Areas to which he or she has sole access, such as patios, porches, and driveways, in a reasonable state of preservation and cleanliness.
- c. Unit Owners, or their tenants, shall not cause or permit anything to be hung, affixed, attached, or displayed on the outside of windows or placed on the outside walls, patios, or doors of the Building, and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls, doors or patios or any part thereof or exposed on or at any window.
- d. All blinds, drapes or other such window coverings shall, as to the portion of such coverings exposed to the outside of any Building, be of white or near white color in order to maintain a uniformity of appearance of all Units and Buildings as viewed from the exterior of any Building.
- e. No electrical device(s) that creates or causes an unusual electrical overload may be used in a Unit without prior permission from the Trustees.
- f. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which would structurally alter or impair the structural integrity of any Building.
- g. All Units shall be heated at all times so as to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit owner fails to maintain a sufficient temperature as aforesaid, the Trustees shall have a right of access to each Unit at any time to increase the heating in order to maintain a minimum temperature or in order to repair any damage caused by the failure to maintain the temperature as aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit Owners, and until so paid shall constitute a lien against such Unit.

## **2. Use of Common Areas & Common Facilities**

- a. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without prior written consent of the Trustees, except as hereinafter expressly provided. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials.
- b. Unit Owners or occupants may not alter or permanently affix anything to the exterior of any building or to any portion of the common areas without the written consent of the Trustees. This includes, but

is not limited to, cables, satellite dishes, window air conditioner units, and flags. Reference Paragraph 9 for regulations regarding seasonal decorations.

- c. Please note that it is not the policy of the Trustees to approve changes that affect the exterior of the buildings other than for replacement doors and windows. Should a written request for changes to the exterior of the building be made to the Trustees, and should that request be approved, the Unit Owner will have ninety (90) days to affect this change. After the 90-day period, the approval will automatically be rescinded.
- d. Nothing is to be done in or around any Unit or to the Common Areas and Facilities which will impair the structural integrity of the buildings or common areas or alter the exterior appearance of the property.
- e. The Trust shall charge to a Unit Owner the reasonable cost to repair or replace any damage to the mechanical, electrical, or other building service or utility systems or elements or any damage to the Common Areas and Facilities caused by such Unit Owner or by his or her family members, tenants, household employees, agents, contractors, guest, or visitors, including but not limited to damage caused by willful or negligent use, misuse, abuse, or neglect. The reasonable cost of the work to repair or correct such damage, or replace any damaged elements where required, shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.
- f. Nothing shall be hung from the windows, or placed upon the exterior window sills.
- g. No clothes, sheets, blankets, laundry, or other articles shall be hung out of any Unit, exposed on the Common Areas and Facilities, or laid out on the grass of the Bella Woods Condominium, and no line, rope, wire, rack or structure used for drying such articles may be affixed to any Building, tree, fence, or other structure, or otherwise erected or placed outside any Unit.

### **3. Unit Owner Responsibilities**

- a. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and Commonwealth of Massachusetts, and any ordinances, rules, and regulations of the Town of Tewksbury and shall indemnify and save harmless the Trust and other Unit Owners from all fines, penalties, cost, and prosecutions from the violation thereof or the noncompliance therewith.
- b. Unit Owners shall be held responsible for the actions of their children and other family members, tenants, household employees, agent, contactors, guests, visitors and other lawful occupants of their Unit for all actions occurring in or about the Bella Woods Condominium property, or otherwise concerning or related to the Condominium or Trust.

- c. Unit Owners shall not interfere with the performance of any contractor or vendor performing in accordance with the 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 the contractor/vendor personnel. Should there be any financial or contractual impact to the Association as a result of noncompliance with this direction, the additional costs may be charged to the Unit Owner.

#### **4. Insurance**

- a. Nothing may be done or kept in or about any Unit, the Common Areas and Facilities, or otherwise on or related to the Condominium which would increase the rate of insurance, or which would result in the cancellation of, or inability to renew, insurance on any Building, Unit, or the contents thereof, or which would be in violation of any law.
- b. The Trust shall charge to a Unit Owner the increase in the cost of insurance, including additional premiums, additional policies or coverages, and any other reasonable costs associated with acquiring or maintaining insurance, caused by, resulting from, or attributable to the acts or omissions of that Unit Owner, his or her children and other family members, tenants, household employees, agents, contractors, guests, visitors and other lawful occupants, or the pro rata share of any such costs caused by, resulting from, or attributable to more than one such Unit Owner.
- c. Unit Owners shall comply with the rules, regulations or requirements of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules, regulations or requirements contained in any fire insurance policy upon a Building or the property contained therein.
- d. Damage by fire or accident affecting a Unit, the Common Areas and Facilities, or the liability of a Unit Owner or the Condominium Trust shall be promptly reported to the Trustees immediately following the occurrence thereof.
- e. No Unit Owner shall keep in his or her Unit any flammable, combustible, or explosive material, chemical or substance, except generally available consumer products in reasonable quantities for normal household use. No Unit Owner shall barbecue or cook on any portion of the Common Areas and Facilities except ground-level patios appurtenant to his or her Unit or other areas as may be designated by the Trustees. Consistent with guidelines set by the Massachusetts State Fire Marshall, liquid propane (LP), compressed natural gas (CNG), or similar tanks containing flammable gases may not be stored inside any Unit, including a garage, or other enclosed space.
- f. Unit Owners are encouraged to carry Homeowners Insurance coverage on the interior of their Unit and the contents of personal property within. Each Unit Owner is solely responsible to obtain his or her

own insurance coverage in the appropriate types and amounts as to insure his or her personal property, liability, and all other such coverage which the Unit Owner desires.

- g. 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 Trust.

## **5. Excessive Noise**

- a. No noxious or offensive activities, including but not limited to the creation of noise, odor, or vibration, shall be carried on in any Unit or in the Common Areas and facilities; nor shall anything be done therein willfully or negligently which may be or become an annoyance or nuisance to other Unit Owner or Occupants. No Unit Owner shall make or permit excessive or repetitive disturbing noises in any Building by him or her, his or her family members, tenants, household employees, agents, contractors, guests, or visitors, nor do or permit by such persons any activity that will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants.
- b. No Unit Owner shall play or permit to be played, any musical instrument, or operate or permit to be operated any television, radio, stereo, amplifier, or other device or equipment, in or about a Unit or the Condominium at such a high volume or in such other manner that it causes unreasonable disturbance to other Unit Owners or occupants.

## **6. Parking/Vehicles/Speed Limit**

- a. Refer to Bella Woods Master Deed Section 8(k)(i) for restrictions and regulations which apply to the use and occupancy of all parking spaces in the Bella Woods Condominium including garage areas which are included as part of the Units.
- b. No vehicle shall be parked in such a manner as to block traffic on any street or way, or to impede or prevent ready access to another Unit Owner's parking space, driveway, or Unit.
- c. No unregistered automobiles or other vehicles may be stored or parked on any of the Common Areas and Facilities of the Bella Woods Condominium.
- d. There shall be no parking of vehicles on the streets or ways of the Bella Woods Condominium unless otherwise determined by the Trustees, except only temporary parking during daylight hours of delivery vehicles or contractors while engaged in work where such vehicles cannot be safely parked in a driveway.
- e. No parking is permitted on lawns and/or curbs.
- a. Temporary visitor parking is located adjacent to the Mail House. Long-term visitor parking near the Mail House (defined as more than three days) requires approval by the Board of Trustees.

- b. Commercial vehicles (defined as vehicles with more than four tires or vehicles larger than 8,600 GVW), as well as other vehicles bearing company names and/or insignia must have prior approval from the Trustees to park in the complex.
- c. Covers are allowed on registered vehicles only.
- d. Changing of oil or other vehicle fluids and other vehicle repairs is not permitted in the driveway or other paved areas.
- e. The speed limit is 15 mph throughout the Bella Woods Condominium. Unit Owners and their guests reported using excessive speed will be issued a warning. Additional offenses will follow the fine structure identified in Paragraph 14(b).
- f. Vehicles which have parked contrary to the above rules may be fined or towed at the owners' expense without notice.

**7. Rubbish/Trash/Recycling**

- a. No accumulation of rubbish, debris, or unsightly materials is permitted in the Common Areas and Facilities of the Condominium, nor shall Common Areas and Facilities be used for the general storage of personal property.
- b. Littering is strictly prohibited. Dispose of all rubbish, debris, pet waste, and other such trash in proper containers.
- c. All rubbish and recycling barrels are to be stored inside the Unit/garage. Storage is not permitted on patios, front porches, sides of Units, or driveway areas.
- d. Trash is collected according to the town schedule on Wednesdays (unless there is a holiday). Please note dates for Christmas tree removal and plan accordingly. Please put trash out by 7am on the morning of collection. If trash is put it out the night before, and it becomes strewn around the neighborhood, it is the Unit Owners responsibility to pick up the trash, regardless of the weather conditions.
- e. All barrels must be brought in promptly after collection. Barrels not brought in may result in a fine to the Unit for each day out.

**8. Patios and Porches**

- a. 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 or in any way, which in the opinion of the Trustees, detracts from the appearance of the condominium.
- b. Other than chairs and tables of such number, nature, and type as are actively used for residential purposes, and a residential-type propane barbeque grill, no other goods, materials, fixtures, or

paraphernalia may be affixed, placed, or stored on decks, porches, patios, yard areas, driveways, or other areas appurtenant to any Unit, except with the approval of the Trustees.

- c. Propane barbeque grills must be placed at least three (3) feet from the exterior of the Unit. Due to insurance regulations charcoal grills are not permitted. Fires should be controlled and monitored at all times. Excessive smoke is prohibited. Refer to Section 4(e) regarding the storage of liquid propane, compressed natural gas, and similar tanks containing flammable gases.
- d. Per the Master Insurance Policy, the use of “tiki” torches, fire pits or chimineas is prohibited.
- e. Unit Owners may not alter, screen, or otherwise enclose any deck, porch, or patio appurtenant to a Unit.

## **9. Exterior Decorations//Fixtures/Signs**

- a. The architectural and structural integrity of the buildings and the exterior of the Units shall be preserved without modification. Residents shall not place, replace, or change any decoration, or sign on the exterior of their Unit, including but not limited to exterior doors, windows, patios 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. The cost of replacing, or repairing any damages will be charged to the Unit Owner.
- b. 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 patio, trees, and common areas. No food is to be left outside of the Unit. Feeding of birds and/or any wild animals is prohibited.
- c. All exterior garage and entry lights shall be white or clear (not colored).
- d. Residents may not display “For Sale” or “For Rent” signs or advertisements of any kind in or around their Unit. The sole exception to this rule is realtor-provided free standing “Open House” signs, which are allowed during the open house session.
- e. No lawn ornaments, seasonal decorations, signs, flags, banners, pinwheels or similar decorations are permitted in the common areas or in the mulch or are to be hung on the front porch.
- f. All figurines or statues must be placed within the confines of the limited common area (i.e., patio and front porch) and may not be taller than thirty (30) inches.
- g. Garden hoses may be freestanding on reels or in box containers. The location of any garden hoses must not interfere with landscaping maintenance. From November 1<sup>st</sup> through March 31<sup>st</sup> hoses must be disconnected from the faucets.
- h. Outdoor carpeting may not be installed or placed on the front porch, patio or other limited common areas.
- i. Exterior seasonal decorations are permitted on the front doors only.

- j. No decorations are permitted on the front porch columns.
- k. Holiday decorations must be seasonally appropriate and must be removed within a reasonable time period.
- l. No decorations or lighting may be projected onto the exterior of the Units.
- m. There shall be no decorations mounted on the exterior of the Unit or on any window. The insides of windows may be decorated with non-blinking window decorations (i.e. lighted candles).

**10. Windows and Doors**

- a. All windows and doors are the responsibility of the Unit Owner. If a Unit Owner chooses to replace windows or doors Unit Owners must contact the Management Company to obtain a list of approved replacements. All requests for replacement windows or doors require review and approval by the Board.
- b. Unit Owners must receive approval in writing from the Trustees prior to any work being done. If approval is not received from the Trustees prior to installation, penalties will range from fines to full replacement of items installed. Approval is at the sole discretion of the Trustees.

**11. Landscaping/Plantings/Potted Flowers**

- a. A reasonable number of flower pots, of reasonable size may be placed on the front porch. Flower pots may not be placed in the mulch. Plants are not to exceed thirty (30) inches when fully grown.
- b. Three (3) annual plants, not to exceed ten (10) inches in diameter, may be planted in the mulch in the front of the Units from April 1st through November 30th. Plants are not to exceed thirty (30) inches when fully grown. Unit Owners are responsible for the proper care, watering and pruning of their plantings.
- c. Perennials, bulbs, vines, vegetables, herbs, and invasive plant species are not allowed.
- d. Plants must be healthy and maintained at all times. Dead plants and weeds must be removed promptly. All plants in containers and planted in mulch must be removed by November 30th.
- e. Unit Owners may not plant shrubs, trees, vegetables or other forms of gardening or horticultural items with the exception of those identified in Paragraph 11(a) and (b). No plants may be planted along sides or back of Units.
- f. All flower pots and/or planter stands in the back of the Units must be contained to the footprint of the patio. No flower pots or plant stands are allowed in the mulch or stone along the back of the Units.
- g. The Trustees reserve the exclusive right to determine whether a particular planting, including a container planting, is keeping with the character of the Bella Woods Condominium. Unsatisfactory plantings shall be removed at the owner's expense.



## 12. Pets

- a. The terms of the Master Deed, Section 8(g), including any amendment thereto, are incorporated herein for reference.
- b. For purposes of clarification, the term “household pet” shall not include any animal, reptile, amphibian, fish, insect, or other living creature that is: (a) primarily used or intended for consumption, breeding, sale, research, sport, or the production of eggs, milk, honey, or similar product; (b) a regulated or recognized invasive species; or (c) an endangered or threatened species that may not be lawfully imported or sold. No such animal may be kept or maintained in any Unit. The preceding examples are not a comprehensive list of unsuitable or prohibited as pets and do not limit the Trustees’ authority or ability to regulate or prohibit other pets or animals, consistent with the terms of the Master Deed and Declaration of Trust. Any animal found creating a disturbance or posing a threat to other must be removed immediately from the property. The Trustees reserve the right to determine this action.
- c. No livestock, poultry, fowl, insect hive, or other type of animal may be kept or maintained in any portion of the Common Areas and Facilities at any time for any purpose.
- d. No more than one (1) dog, weighing no more than 40 pounds, may reside in a Unit. All dogs must be registered with Management and Unit Owners will be charged an annual seventy-five (75) dollar pet fee.
- e. All dogs must be licensed by the Town of Tewksbury. All dogs and cats must be inoculated against rabies and owners must furnish proof of same to management.
- f. 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 the Unit Owner or tenant.
- g. If your dog defecates on Bella Woods 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 Bella Woods 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 not limited to, the cost of labor and materials.
- h. Pet owners are responsible for the actions of their pets. All pet owners agree to indemnify and hold harmless the Trustees, Management Company, other Unit Owners and their agents and employees, from any loss, liability, damage or expense as a result of their pet’s actions.
- i. Pet owners are responsible for any damage caused by their pet. Charges to restore or replace any damaged property will be the sole responsibility of the pet owner.
- j. Residents shall prevent their pets from becoming nuisances to adjoining residents.

- k. In accordance with Bella Woods Master Trust Section 8(g), any pet owner who violates the aforementioned rules/regulations may be subject to the fines as described in Paragraph 14(b) of the Bella Woods Rules and Regulations.

**13. Tenants**

- a. Refer to Bella Woods Master Deed, Section 8(b), for restrictions on the use and occupancy of Units.

**14. Violations & Fine Structure**

- a. The Trustees may impose fines for each violation of a Rule and/or Regulation as provided under the Bella Woods Condominium Trust, the Master Deed, Declaration of Trust, and By-Laws. All fines and expenses of enforcement of the provisions of the aforementioned documents shall be a personal liability of the Unit Owner in violation. 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.
- b. A Unit Owner will receive a warning of violation, and shall have forty-eight (48) hours to address or correct the violation. If the violation is not corrected within forty-eight (48) hours of the receipt of the warning a fine of \$25.00 will be issued against the Unit Owner. If the violation is not corrected within twenty-four (24) hours from receipt of the first fine notification, an additional \$50.00 fine will be issued against the Unit Owner. Each day a violation continues shall accumulate an additional \$100.00 fine until the violation is corrected and the Management Company is notified of the correction.
- c. Outstanding fines are not reimbursed nor waived upon correction of violation.

**15. Attorney's Fees and Costs**

- a. Any Unit Owner or resident who violates the Rules and Regulations, or the provisions of the Declaration of Trust, By-Laws or Master Deed shall pay all costs and expenses incurred by the Trust, including without limitation any and all reasonable attorney's fees.

**16. Amendments to Rules and Regulations**

- a. These Rules and Regulations shall, from time to time, be amended, modified, rescinded or otherwise changed by the Trustees as provided in the Declaration of Trust, provided however, a Unit Owner shall not be bound by such amendment, modification or change until said Unit Owner has notice of such change.
- b. Bella Woods Residents are required to acknowledge the Rules and Regulations on an annual basis. Unit Owners shall acknowledge, in writing, within thirty (30) days of notification.

**17. Reimbursement to Unit Owners**

- a. Unit Owners are not permitted to hire repair men, third-party contractors or any vendor and expect the Bella Wood Condominium 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.

**BELLA WOODS CONDOMINIUM TRUST  
RULES AND REGULATIONS**

Board of Trustees Approval and Execution of Rules and Regulations dated  
January 2, 2018.

By: *Lynn C. Hunt*  
(President)

By: *[Signature]*  
(Vice President)

By: *[Signature]*  
(Treasurer)

By: *[Signature]*  
(Secretary)

By: *Amy A. Sebell*  
(Trustee At Large)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

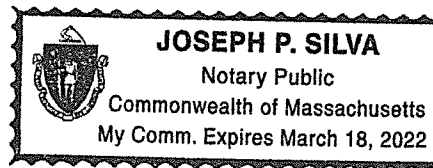
Executed this 2nd

day of January 2018

On this 2nd day of January 2018, before me, the undersigned notary public, personally appeared, Lynn Hunt, Timothy Bryant, Kristina Pittella, Marissa Marchand and Amy Sebell 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 acknowledge the foregoing to be signed by him/her voluntarily for its stated purpose.

*[Signature]*  
Notary Public: Joseph P. Silva  
Expiration Date: 3.18.22



**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 Bella Woods Condominium Trust, as hereby amended by this resolution, are ratified and affirmed.

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**BELLA WOODS CONDOMINIUM TRUST  
RULES AND REGULATIONS**

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The Bella Woods Condominium was created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the Bella Woods Condominium Trust, recorded at Book 27557, Page 128, on August 5, 2013 at the Middlesex North Registry of Deeds (hereinafter referred to as the "Trustees" and "Trust", respectively), who are responsible for the administration, operation and maintenance of the Bella Woods 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.

These Rules and Regulations are intended to supplement, but not alter, the purposes, policies, restrictions, and other provisions stated in the Master Deed and Declaration of Trust, as they may be amended. The following Rules and Regulations are designed for the benefit of the entire 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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**BELLA WOODS CONDOMINIUM TRUST**  
**RULES AND REGULATIONS**

**Annual Unit Owner Acknowledgement**

The Undersigned do hereby acknowledge receipt of the Rules and Regulations, dated January 2, 2018 which govern the Bella Woods Condominium and agree to abide by the same. The Undersigned acknowledges that these Rules and Regulations supplement the provisions of the Master Deed, Declaration of Trust and Bylaws of the Bella Woods Condominium Trust.

_____	_____	_____
Name	Date	Unit Number

_____	_____	_____
Name	Date	Unit Number

Completed acknowledgement forms may be:

1. Mailed to:

Bella Woods Condominium  
c/o Silva Associates  
1215 Main Street, Unit 121  
Tewksbury, MA 01876

2. Faxed to Silva Associates at: (978) 858-0145

3. Emailed to jsilva@silva-associates.com, stating “Bella Woods Rules Acknowledgement” in the subject line, and containing the following text in the body of the email:

“I acknowledge receipt of the January 2, 2018 Bella Woods Rules and Regulations and agree to abide by the same. Signed, <insert name(s) and unit number>”