

**THE TEWKSBURY VILLAGE CONDOMINIUM**

**DECLARATION OF TRUST AND BY-LAWS**

**EXHIBIT A**

**RULES AND REGULATIONS**

1. Each Unit Owner must maintain and repair his own Unit and appurtenant Limited Common Areas to keep them in good order; in accordance with the provisions of the Master Deed and Trust.
2. Nothing shall be left in, added to, modified, altered, constructed in or removed from the Common Areas and Facilities except upon the prior written consent of the Board.
3. Each Unit Owner or resident shall keep his Unit and decks, porches and/or patios in a good state of cleanliness and repair in accordance with the provisions of the Master Deed and Declaration of Trust and By-Laws.
4. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities or any Exclusive Use Areas which could impair the structural integrity of the Buildings or which would structurally change the Buildings. Absolutely no work shall be done which would affect the water tightness or acoustical integrity of the ceiling, flooring and the demising wall between two Units without the prior written consent of the Trustees.
5. No clothes, clotheslines, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.
6. The Common Areas and Facilities shall not be obstructed nor used for storage without the prior written consent of the Board.
7. The Common Areas and Facilities shall not be decorated or furnished by any Unit Owner or resident in any manner without the prior written consent of the Board of Trustees.
8. In addition to all other prohibited signs, no Unit Owner may place "For Sale" or "For Rent" or other signs on the common areas nor may any signs be visible from any Unit. The use of the Units, the Common Areas and Facilities and the parking spaces by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners and residents kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners and residents, and neither the Trustees, the seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility thereof.
9. Each Unit Owner or resident assumes responsibility for his own safety and conduct that of his family, guests, agents, servants, employees, licensees and lessees.
10. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board.

11. All Unit Owners are required to provide the Condominium with the name, address and contact person of each mortgage holder for their unit. Failure to do so in a timely manner may result in the Trust securing the information from a "title search." The cost of completing said title search will be assessed against the Unit.
12. No boats, campers, recreational vehicles or unlicensed or unregistered vehicles are permitted on the Common Areas and Facilities.
13. All garbage and trash must be placed in the proper receptacles designed for refuse collection and no garbage or trash shall be placed elsewhere upon any of the Common Areas and Facilities. Each Unit Owner or occupant shall dispose of garbage and trash in accordance with the procedure promulgated by the Board.
14. Furniture, televisions, computers, monitors, hazardous waste, paint, solvents, oil, mattresses, appliances, etc. are not allowed to be disposed and special arrangements with a trash hauler must be made by the Unit Owner/resident at their own expense.
15. Exterior parking spaces designated as visitor spaces shall be available for the occasional use by all Unit Owners, their customers, clients, guests and visitors, subject to and in accordance with the By-Laws and Rules and Regulations of the Condominium and the Approvals. All said individuals may not leave their vehicle parked in said visitor spaces for more than twenty-four (24) hours without the prior written permission of the Board. There shall be no overnight parking permitted on any of the ways in the Condominium at any time.
16. Pursuant to M.G.L. c. 183A and By-Laws, the Association may assess fines and attorneys' fees against Unit Owners for violations of the Master Deed, By-Laws and Rules and Regulations and these shall constitute a lien against the unit and be the personal liability of the Unit Owner. The Board may establish a fine schedule from time to time.
17. Holiday seasonal decorations shall be permitted between December 1<sup>st</sup> and January 30<sup>th</sup> of each year.
18. No Unit Owner shall make, permit or suffer any unreasonably disturbing noises or vibrations by means of a radio, stereo, television, piano or other musical instrument, exercise equipment, or other device or form of technology of any description, or by means of any activity of any description taking place in the Unit, or in any other manner, by himself, his family, guests, agents, servants, or employees, nor do, permit or suffer anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No radio, stereo, television or other device shall incorporate outside deck or balcony speakers.
19. Except for areas, if any, designated by the Trustees or in the Approvals, there shall be no storing or parking of carriages, bicycles, wagons, vehicles, trailers, tools, benches, chairs or other items, in any part of the Common Areas and Facilities. No bicycles or toys shall be kept in the driveway overnight.

20. The use of grills at the Property shall be in compliance with the regulations and requirements of the City of Tewksbury and the Commonwealth of Massachusetts.

21. If any key or keys (or lock combination) are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to a Trustee, or an agent or employee of the Trustee, including without limitation the managing agent of the Condominium, whether for such Unit, garage, automobile trunk, or other item of personal property, the acceptance of the key (or combination) shall be at the sole risk of such Unit Owner or occupant, and such Trustees, agent, employee, and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

22. In addition to the other Rules contained herein and promulgated from time to time, the use of a porch, patio or deck appurtenant to a Unit shall be subject to the following:

- (i) Nothing shall be placed on a porch, patio or deck which in the opinion of the Trustees unreasonably obstructs sight lines from other Units.
- (ii) Any lighting installed by a Unit Owner on a porch, patio or deck will be subject to the prior approval of the Trustees, and will be limited to incandescent accent lighting only.
- (iii) All planting and other landscaping on a porch, patio or deck will be ornamental in nature (but may include herb gardens), and in no event will there be any artificial landscaping.
- (iv) No windsocks, kites or wind chimes will be permitted to be hung, displayed, draped or posted to or from the inside or outside of windows or placed on the outside or doors of the buildings, or on the entrance doors to Units, or from or on a porch, patio or deck.

23. No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance in or on any portion of the Condominium (including but not limited to his Unit) except only for such lighting and cleaning fluids as are customary for residential use. No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance in any vehicle parked in the parking spaces, except for gasoline or diesel fuel ordinarily contained in the fuel tank of such vehicle and such lubricating and other fluids as are ordinarily contained within the vehicle and used in its normal operation.

24. In the event that at any time or from time to time a Unit Owner wishes to perform any work in his Unit, other than cosmetic work, the Unit owner shall comply with the provision of the Trust including, but not limited to, obtaining the consent of the Trustees as applicable.

25. Satellite Dishes: Notwithstanding any provision of the Master Deed, Declaration of Trust, and/or Rules and Regulations of the Association, the following Rules and Regulations regarding satellite dishes and antenna restrictions shall take precedent over the same:

- A. 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 direct broadcast satellite services, multipoint

distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guide wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission ("FCC") standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight and appearance to Reception Antennas.

B. Transmission antennas mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. Transmission antennas are prohibited.

C. No resident shall install a Reception Antenna on any portion of the Common Areas and Facilities unless the area is an Exclusive Use Area pursuant to the provisions of the Master Deed creating the Condominium.

D. A Reception Antenna shall not encroach on the air space of another owner's Unit or onto the general Common Areas and Facilities. Rather, the Reception Antenna must be kept within the boundary of the Exclusive Use Areas.

E. For purposes of this rule, residents shall include owners, tenants, and/or lessees of Units in the Condominium Association.

F. If a Reception Antenna is installed in Exclusive Use Area as defined in the Master Deed, such installation shall be subject to the following:

a. Reception Antenna shall be no larger than necessary for the reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite dishes be larger than one meter in diameter;

b. Reception Antennas must be placed in areas that are shielded from view from outside the project or from other Units to the extent possible; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area. In no event may antennas be installed on roofs, lawns or other Common Areas and Facilities. Residents must first attempt to install the antennas within the Units. If an acceptable signal is not possible, residents must next attempt to install the antenna on their Exclusive Use Areas, as a second choice. Connections of wiring must be through a part of the building nearest the installation that is defined in the Master Deed as being part of the Unit, such as the frame or the glass of the nearest window or sliding glass door of the Unit, and may not be connected through general Common Areas and Facilities, such as building walls. All wiring shall be run so as to be as inconspicuous as possible. If a resident wishes to run wiring through Common Areas and Facilities such as an exterior wall, this must be in strict compliance with standards established by the Board to ensure the structural and watertight integrity of the Condominium.

c. Reception Antennas and similar structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, including a Unit, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the Condominium. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.

d. Reception Antennas and similar structures shall not be placed within two (2) feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

e. The Board may require Reception Antennas placed outside the building be painted to match, or be compatible with, the color of the building. If they do so they will publish a list of acceptable colors. Such painting will not be required if it interferes with reception. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view consistent with the requirements of Federal Communications Commission rules.

f. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the general Common Areas and Facilities or the Units, void any warranties of the Association or other owners, or impair the water tight integrity of the buildings.

g. The residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to (1) repair, maintain, remove and replace the Reception Antenna; (2) repair damages to the Common Areas and Facilities, the Unit, other Units, and other property caused by the installation, existence, or use of the Reception Antenna; (3) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (4) reimburse residents of the Association for damages caused by the installation, existence, or use of the Reception Antenna. If the installation is made by a contractor, evidence of insurance of the installation in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional named insured, all as set forth in exhibit attached hereto and incorporated herewith.

h. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the ground or building. Otherwise, Reception Antennas shall be attached to a pole which is mounted in a weighted base of sufficient weight to prevent falling under anticipatable conditions. If a resident desires to attach a Reception Antenna to a wall, railing, fence, partition or other element which is part of the Common Areas and Facilities and abuts/adjoins the Exclusive Use Area where the Reception Antenna is to be placed, they must first obtain permission from the Board upon terms which ensure the structural and watertight integrity of the Condominium or adhere to standards published by the Board of this purpose, if such has been established.

G. To the fullest extent permitted by the law, residents shall indemnify and hold harmless the Board, the Board's representatives, consultants, agents, attorneys and employees, unit owners, tenants, guests, and invitees, or any of them, from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees arising out of or resulting from the installation of any Reception Antenna contemplated hereunder.

H. Notwithstanding any provision hereunder, the Board shall report, upon compliance by the resident of this rule, the installation of any Reception Antenna to the Master Insurance Policy. Said resident shall thereafter be responsible for any increases in the insurance premiums as a result of any installation contemplated hereunder, and agrees to remit to the Trustees any monies due and owing as a result thereof within thirty (30) days of being assessed the same. Further, notwithstanding the provisions of the Condominium documents, the cost in excess of available insurance proceeds of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work contemplated hereunder by the resident shall be charged solely to the resident.

I. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

J. 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. If, for any reason, the FCC or Court determines that there has been a violation, a fine equivalent to the maximum allowed under the Condominium documents shall be imposed. Notwithstanding the same, no attorney's fees shall be collected or assessed and no fines or other penalties shall accrue while a proceeding is pending to determine the validity of any restrictions. The resident shall have a period of twenty-one (21) days in which to comply with any adverse ruling by the FCC or court, and during such period, neither a fine nor penalty may be collected, unless the Trustees demonstrate in the above proceeding which resulted in an adverse ruling to the resident, that the resident's claim and the proceeding was frivolous.

K. Transmission antennas other than expressly authorized hereunder are prohibited.

L. A resident installing a Reception Antenna shall promptly notify the Board thereof by use of the form attached to these rules. If the work is to be performed by a licensed and insured contractor, said contractor shall provide detailed plans and specifications. Each said party shall provide the plans and specifications to the Association within seven (7) days of completion of the above installation, along with the form attached hereto.

M. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed for the repair, painting or maintenance of the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Reception Antenna, the Board may do so at the resident's expense.

N. The Board may prohibit the installation of individual antennas when the Association installs a central antenna which provides residents with the same service that individuals would request, as long as the signal quality received by the central antenna is at least as good as that received by an individual antenna, and that further, the cost of the central antenna to the individual resident, including the share of installation costs and subscriber's fees is not greater than the cost of the individual antenna installation, maintenance and use, and the requirement to use the central antenna does not unreasonably delay the reception of video programming. In the event that there are individual antennas installed prior to the installation of a central antenna system, the Board shall have the right to require the removal of said individual antenna, so long as the Board compensates the resident for the installation of the same. Notwithstanding the above, the resident shall be required to pay to the Board a cost determined by the Board to be said unit owner's and/or resident's share of the installation costs and subscribers fees, so long as the same are not greater than the cost of the individual antenna installation, maintenance, and use.

O. If any of these provisions are found to be invalid, the remainder of these Rules shall remain in full force and effect.

26. These Rules and Regulations may be amended from time to time as provided for in the Trust. The Board shall have authority to enforce these regulations through the use of fines, legal action, etc.

NOTIFICATION FORM FOR THE INSTALLATION OF  
DBS SATELLITE DISH, MMDS ANTENNA OR T.V. ANTENNA

**NOTE:** This form must be completed and returned within seven (7) days after the installation of any satellite dish/antenna

**TO** Board of Trustees  
The Tewksbury Village Condominium Trust

c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FROM:** Owner's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone # (home): \_\_\_\_\_  
Phone # (work): \_\_\_\_\_  
Unit Address: \_\_\_\_\_  
\_\_\_\_\_

Type of satellite dish or antenna installed (check any that apply):

\_\_\_\_\_ DBS satellite dish one (1) meter or smaller (e.g., Primestar, Dish Network, Direct TV)

\_\_\_\_\_ MMDS antenna (wireless cable) one (1) meter or smaller (e.g., WANTV)

\_\_\_\_\_ Television antenna

\_\_\_\_\_ Other

Installation includes a mast: \_\_\_\_\_ No \_\_\_\_\_ Yes

If yes, insert total length or height of mast: \_\_\_\_\_ ft. (Note: mast may not exceed 12 ft.)

The installation of the dish or antenna was completed by the following licensed/insured contractor:

Name: \_\_\_\_\_



Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

A copy of the contractor's license and certificate of insurance naming the Condominium Trust as an additional named insured is 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 Trust'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 Trust's regulation with respect to the installation of satellite dishes and antennas.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

UNIT OWNER DATA FORM

UNIT OWNER(S): \_\_\_\_\_  
\_\_\_\_\_

UNIT OWNER(S) ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER(S) MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNIT OWNER PHONE NUMBER (DAYTIME): \_\_\_\_\_

UNIT OWNER PHONE NUMBER (EVENING): \_\_\_\_\_

MORTGAGEE(S):

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LOAN NO: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

RESIDENT(S): NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_

EVENING PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

RESIDENT VEHICLE INFORMATION

TYPE: \_\_\_\_\_

TYPE: \_\_\_\_\_

COLOR: \_\_\_\_\_

COLOR: \_\_\_\_\_

MODEL: \_\_\_\_\_

MODEL: \_\_\_\_\_

LICENSE PLATE NO: \_\_\_\_\_

LICENSE PLATE NO: \_\_\_\_\_

PERSON OR COMPANY RESPONSIBLE FOR MAINTENANCE OF UNIT (IF NOT UNIT OWNER):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Unit Owner is hereby informed that the company responsible for the maintenance of the Common Elements is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

The original of this form is to be returned to \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_ and the Unit Owner will receive a copy for his or her records.