

**WATER'S EDGE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS FOR OWNERS**

1. Association Fees. All Owners are obligated to pay the Common Expenses assessed by the Board of Managers. Association fees are due on the first of each month. Checks should be made payable to Water's Edge Condominium Association and mailed to the management company at the following address:

Water's Edge Condominiums
c/o Silva Associates
1215 Main St. Un. 121
Tewksbury, MA 01876

Liens will be placed against the unit of any owner more than 60 days in arrears unless other arrangements have been made with the Board of Managers. The delinquent owner will be responsible for all late payment and interest charges, as well as all legal fees, court costs, and collection fees incurred by the Association in collecting the debt. The lien will not be removed until all past due accounts and incurred charges have been paid.

2. Maintenance and Repair.

a. By the Board of Managers. Except as provided by the Condominium By-Laws, the Board of Managers shall be responsible for the maintenance, repair and replacement of all Common Area, the cost of which shall be assessed to all unit owners as a common expense.

b. By the Owner. Each owner shall be responsible for the maintenance, repair and replacement, at his own expense, of his unit, including but not limited to those parts of the heating and air conditioning plumbing and electrical systems which are wholly contained in his unit and serve no other. Each owner shall be responsible for performing the normal maintenance for any limited common area which is appurtenant to his unit, including keeping it in a clean and sanitary condition and clear of ice, snow and any accumulation of water, and shall make, at his own expense, all repairs thereto caused or necessitated by his negligence, misuse or neglect.

3. Additions, Alterations or Improvements by Owners. No owners shall make any structural addition, alteration or improvement in or to his unit, or to his limited common area, without the prior written consent thereto of the Board of Managers. No owner shall paint, decorate or otherwise change the external appearance of his unit, including the doors and windows, without the prior written consent thereto of the Board of Managers.

4. Use/Maintenance of Common Areas. No improvement to the common areas shall be performed by any resident, except where written permission of the Board has been obtained. Furthermore, common areas shall not be used by any resident to hold furniture or for storage, automobile repair and maintenance or other such activities. Some examples of common areas are, storage hallway, boiler room, parking lot, garage area, and stairways.

5. Alterations to Exterior of Buildings. Changes affecting the appearance of the exterior of the buildings, such as screen or storm doors, decks, signs, decorations, awnings, television and radio antennae, air conditioning equipment or similar changes are to be made only with the written consent of the Board of Managers.

6. Restriction on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the units, it is necessary that the Board of Managers have the right and the authority to exercise reasonable controls over the use of the units. Violations of the following prohibitions shall not be permitted and the Board of Managers is authorized to take all steps necessary to prevent or discontinue any violation thereof, all at the expense of the violator:

a. No advertisements, signs, or posters of any kind shall be posted in or on the property except as authorized by the Board of Managers.

b. No clothing, rugs, or other objects shall be hung, shaken, or thrown from any window, or exterior portion of a unit or otherwise left or placed in such a way as to be exposed to public view. All refuse and trash shall be placed in locations specifically designated by the Board and no garbage or trash shall be permitted to remain in public view.

c. No pets are allowed as of April 1, 2013. Residents who have pets before then will be allowed to keep them under a grandfather provision but must comply with the rules and subject to fines and removal if violations occur. No animal, other than common household pets, shall be kept or maintained on the property, nor shall common household pets be kept, bred, or maintained for commercial purposes on the property. Pets shall not be permitted outside of the units unless accompanied by an adult person and carried or leashed. The Board of Managers may make further provisions in the rules for the control and regulation of household pets in the condominium. The owner of a unit where a pet is kept or maintained shall be responsible for all damage to the property resulting from the maintenance of said pet, as well as any costs incurred by the Association in enforcing the rules prescribed by the Board of Managers for the control and regulation of pets in the condominium. Each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

Household pets should be walked off the property and not on the grass or paved area. Owners must pick up after their pets that have fouled on the grass or pavement. If pets are allowed to run loose without supervision in the common area, or in any way create a disturbance, the Board may be forced to withdraw its consent in which case the pet must be removed.

d. No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the condominium by others. Loitering is not allowed in the hallways nor shall the hallways be used for games or other activities.

e. No owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television antennae, air conditioning unit, or other machine or equipment, which protrudes through the wall or roof of any building or is otherwise visible on the exterior of a building except as authorized by the Board.

f. No unit or common area of the condominium may be used for any unlawful, immoral, or improper purpose.

g. Nothing shall be done in any unit or in, on, or to the common area which may impair the structural integrity of the property, or which would structurally change a building or improvements thereon. Nothing shall be constructed, altered, or removed from the common area, except upon the written consent of the Board of Managers.

h. No owner, tenant, or guest shall direct or engage any employee or vendor of the Condominium on any private business, nor shall he direct, supervise, or in any manner attempt to assert control over any such employee.

i. No vehicles other than cars shall be parked or stored outside the unit without the written approval of the Board of Managers. (See section 12)

j. No activity shall be done or maintained in any unit or upon any common area which will increase the rate of insurance on any unit or the common area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Managers. No waste shall be committed in the common area.

k. No Owner, Lessee, or Occupant shall use the Unit, or any portion thereof, or any portion of the Common Area, for the operation of a Day Care Center, Pre-School, or other child care facility.

l. The limited common areas shall not be used to hold or store furniture or other items. Items left in hallways and furnace rooms will be removed. Smoking is not allowed in the hallways.

m. Anyone damaging or dirtying the buildings, hallways, or other property will be held responsible for the repair or cleaning thereof.

n. The common area cannot be used for the repair of cars.

o. To respect the privacy of residents, the balconies and rear entrance of units are for emergency egress use only. They are not to be used to enter or leave units.

In the use of the units and the common area of the condominium, owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable rules adopted by the Board. The Common Area shall be used only for the furnishing of services and facilities for which they are reasonably suited and that are incident to the use and occupancy of the units. Businesses can not be run from within the condominium complex.

7. Leasing of Units. All leases or rental agreements for any unit shall be in writing, shall be specified subject to the constituent documents, and shall be for a period not less than thirty days with a minimum initial term of no less than six months. Any owner leasing his unit must provide the Board of Managers a copy of the lease within ten days following the day of its execution.

8. Rules. Rules concerning the operation and use of the common area may be promulgated and amended by the Board of Managers, if such rules are not contrary to or inconsistent with the Condominium Act, The Declaration or these Bylaws. Copies of the rules shall be furnished by the Board of Managers to each owner prior to the time when the same will become effective.

9. Noise. Residents and guests will be expected to reduce noise levels after 10:00 p.m. so that neighbors are not disturbed. At no time are musical instruments, radios, stereos or TVs to be so loud as to become a nuisance.

10. Outdoor Equipment/Activities. Bicycles, sporting goods, cooking equipment, baby carriages, lawn furniture and other personal articles may not be left unattended on the common area. No clothes, linens or other materials shall be hung, shaken or draped from windows or railings, or otherwise left or placed in such a way as to be exposed to public view. Outdoor clotheslines are not permitted. There shall be no organized sports activities on the common area.

11. Barbecues. The use of barbecues on the balconies is against the Massachusetts fire code. Barbecues cannot be used or stored on the balconies.

12. Parking. Parking is restricted to designated areas only. In general, the areas in front of each building are reserved for residents. Other parking areas are for the use of visitors and guests. Parking on the grass is prohibited. Parked cars must be moved for snow plowing and snow removal.

Overnight parking in the outside parking areas is only allowed to those cars that have a parking sticker, or visitor's pass. Residents who have more than one car will be given a parking sticker for the car that will be parked outside. In order to get a sticker, the resident must bring personal identification, car registration of car for which sticker is requested, and copy of rental agreement or lease, if tenant. The sticker must be placed on the driver's side window or on the driver's side of the windshield.

Every resident will also be given a visitor's pass for visitor's overnight parking. The resident will be responsible to give a dated pass to their visitor when having a visitor staying overnight. It is, then, the visitor's responsibility to hang the pass, facing out, from the rearview mirror. Visitor's passes are only good for three days. Cars with expired visitor's passes, or passes not dated, will be towed.

Please contact the Board of Managers in order to get a visitor's pass or parking sticker. If you cannot reach a member of the Board of Managers, call the Association Manager at 978-858-3500 for a referral.

Cars without a parking sticker or a visitor's pass parked in Water's Edge common parking areas between the hours of 9:30 p.m. and 7:00 a.m. will be towed at the owner's expense (between 11:00 p.m. and 7:00 a.m. Fridays and Saturday).

Also, overnight parking of boats, trailers, motor and mini-bikes, campers, motor homes, and vehicles used primarily or exclusively for commercial purposes is not permitted. A vehicle will be considered to be a commercial vehicle if it is registered as a commercial vehicle, displays advertising or commercial lettering and/or carries industrial equipment in plain view. Parking of unregistered or abandoned vehicles on Water's Edge property is prohibited.

No parking stickers or visitors passes will be issued to owners or residents unless the resident completes the Water's Edge car registration form and has signed an acknowledgment that they have received and read a copy of these rules.

Owners that rent their property can keep their parking privileges or assign them to their tenant. In no case will more than one parking pass and one visitors pass be given to any one unit.

Vehicles parked in violation of these rules will be towed at the owner's expense.

13. Speed Limit. The speed limit for all vehicles within Water's Edge is 10 miles per hour.

14. Yard Sales and Other Commercial Activities. No yard sales, flea market or other commercial activity shall be conducted in a unit or on the common area or limited common area without the prior, written permission of the Board of Managers.

15. Leases. Units cannot be rented on a month-to-month or tenant-at-will basis. Any owner leasing his unit must provide the Board of Managers with a copy of the lease within 10 days following the day of execution.

16. Trash. All trash is to be placed in the dumpster. Items too large for the dumpster must be placed on the sidewalk and the City of Lawrence trash hauler called for pickup. If a resident is found leaving trash on the ground, the owner of the resident's unit will be fined \$50.00 for the first offense, \$100.00 for the second offense.

17. Garage Doors. For security purposes, garage doors must be kept closed and locked when unattended. If a garage door is found open and unattended, the owner will be fined \$75.00 per offense.

18. \$50 Move-In/Move-Out Fee. Fee will be charged when there is a change in occupancy of unit by sale, lease or other transition.

19. Complaints. Complaints or notices of violations of these rules should be made in writing to the Board of Managers or designate. The procedure following a violation depends on the seriousness of the offense. Penalties imposed by the Board could include a written warning, an invitation to meet with the Board to discuss the violation, and/or a fine. See section 22 regarding the imposition of fines. Serious violations may require the Board to take legal action to correct infractions.

20. Delegation of Powers. The Board of Managers, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals, and permissions under these rules, to any person or other agent.

21. Consent Revocable. Any consent or approval by the Board of Managers, given under these rules, shall be revocable at any time.

22. Amendment. The Board of Managers may revise these rules at any time as conditions warrant, if written notice is sent to each owner at his recorded address advising him/her of the change.

23. Violations.

23.1 Reporting. The management company shall report all violations of the Condominium Rules to the Board. In addition, any Unit Owner may report a violation or complain of a possible violation, in writing or via email, to the management company or to the Board.

23.2 Fines. The Board of Directors may levy reasonable fines, now at \$25 per violation per day except as otherwise noted in these docs, against a Unit Owner for any violation of these Bylaws; the Declaration of Covenants, Conditions, and Restrictions; the Rules and Regulations; or the

Massachusetts Condominium Act, M.G.L. Chapter 183A, committed by such Unit Owner or any occupant of the Unit owned by the Unit Owner

(i) Notice and Hearing: In the event of a violation, as herein defined (Excepting violations for failure to pay Common Expenses — See 22.3 below), the Association shall provide the Unit Owner written notice of said violation. The Unit Owner shall be given a reasonable opportunity, under the circumstances, to correct the violation or, if a first-time and unintentional offense, to assure the Board to the latter's satisfaction that the violation will not be repeated. The Unit Owner shall be entitled, upon request, to a hearing before the Board of Directors or any designated committee to contest the violation and/or fine. At such hearing, the Unit Owner shall have the right to be represented by legal counsel and to have a reasonable amount of time to produce any statement, evidence, and witnesses on his or her behalf. The minutes of the hearing shall contain a written statement of the results of the hearing and the fine, if any, that is imposed. The Association is not required to provide such notice and opportunity to be heard for continuing violations unless no fewer than three (3) months have passed since the last violation.

(ii) Continuing Violations: In the case of continuing or persistent violation. 1.) Each day the violation continues after written notice thereof shall be deemed a separate and distinct violation and, hence, subject to a separate daily fine, up to a maximum of thirty (30) daily fines per violation; and 2) The Board may require the Unit Owner to post a bond or other form of security in order to ensure future compliance. For any such violation that cannot be cured immediately, no further fines shall be levied after such time as the Unit Owner begins a good-faith cure of same.

(iii) Lien Against Unit: Any such fine shall constitute a personal obligation of the Unit Owner, as well as a lien upon the unit, which lien may be foreclosed in the same manner as a lien for unpaid community association common area charges pursuant to New Hampshire Condominium Law.

(iv) Fees and Costs: The Unit Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.

(v) Crediting Payments: The Association shall apply all partial payments by the Unit Owner to the Unit Owner's outstanding balance in the following order:

- Attorney's fees and costs;
- Late fees and interest;
- Fines;
- Special assessments; and
- Regular assessments, with payment being applied to the oldest balance first.
- No partial payments will waive the Association's right to pursue full payment and/or enforce its bylaws, declaration, and rules and regulations.

No partial payments will waive the Association's right to pursue full payment and/or enforce its bylaws, declaration, and rules and regulations.

23.3 Association Fees. All Owners are obligated to pay the Common Expenses assessed by the Board of Directors. Association fees are due on the first of each month. Checks should be made payable to Water's Edge Condominium Association and mailed to Silva Associates, 1215 Main St. Un. 121, Tewksbury, MA 01876. Owners more than 15-days late will be automatically assessed a late payment fee of \$25.00, such fee to be charged each month until the owner's account is current. Unit Owners are not granted the right

of Notice and Hearing (Section 22.2(i)) for charges, fees, and fines assessed to the unit for non-payment and late payments of Common Expense charges.

Liens will be placed against the unit of any Unit Owner who has failed to pay Common Expense for a period of sixty-days (60) unless other arrangements have been made with the Board. The delinquent Owner will be responsible for all late payment and interest charges, as well as all legal fees, court costs, and collection fees incurred by the Association in collecting this debt. The lien will not be removed until all past due accounts and accrued charges have been paid.

Revised March 22, 2013.