



# KATIE ESTATES

Jill's Way Tewksbury, MA 01876

## RULES & REGULATIONS

Updated 2019

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Bk: 33412 Pg: 123 Page: 1 of 11  
Recorded: 10/02/2019 10:38 AM

## KATIE ESTATES CONDOMINIUM TRUST

### RULES AND REGULATIONS

The Condominium has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the Condominium Trust responsible for the administration, operation and maintenance of the 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.

#### I. Use of Unit

1. 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 Owners, it being the intent that Katie Estates Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.
2. Each Unit Owner shall keep his or her Unit to which he or she has sole access in a good state of preservation and cleanliness, including such appurtenant areas such as patios.
3. No Unit Owner shall keep in his or her Unit any inflammable, combustible, or explosive material, chemical or substance, except such commercial products as are required in normal household use, and no Unit Owner shall barbecue or cook on any portion of the Common Elements except patios or other areas as may be designated by the Trustees.
4. No electrical device creating unusual electrical overloading may be used in a Unit without permission from the Trustees.
5. Unit Owners, or 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 or doors or any part thereof or exposed on or at any window. All blinds, drapes or other such window coverings shall as to the portion of such coverings exposed to the outside of the any Building be of a white or near white color in order to maintain a uniformity of appearance of all Units as viewed from the exterior of any Building.
6. Nothing shall be done in any Unit or in, on, or to the common areas or facilities which will impair the structural integrity of any Building or which would structurally change a Building.

7. Garbage and refuse from the Units shall be disposed of only in such manner as the Trustees may direct.

8. The Trustees, or their designated agent, may retain a pass key to the premises for use in emergency situations or for access to repair or maintain common areas and facilities. No Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Board of Trustees. In the event such consent is given, the Owner shall provide the Trustees, or its agent, with an additional key pursuant to its right of access to the demised premises.

## II. Use of Common Areas and Common Facilities of the Condominium.

1. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities without the 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.

2. Nothing shall be hung from the windows, decks, porches or patios, or placed upon the window sills, nor shall any rugs or mats be shaken or hung from or on any of the windows, doors, porches or decks. No clothes, sheets, blankets, laundry, or any other kind of articles shall be hung out of a Unit or exposed on the common areas or common facilities of the condominium. No accumulation of rubbish, debris, or unsightly materials will be permitted in the common areas or common facilities of the Condominium except in designated trash storage areas, nor shall common areas or common facilities be used for the general storage of personal property. No articles of personal property including shoes or boots shall be left in the common hallway outside a Unit.

3. Other than chairs, and tables of such number, nature, and of such type as are actively used for residential purposes, no other goods, materials, fixtures or paraphernalia, are to be affixed, placed or stored on porches, patios, yard areas, driveways, and appurtenances except with the approval of the Trustees.

4. The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common areas and facilities caused by such Unit Owner or by his or her family, tenants, servants, employees, or visitors by their willful or negligent use, misuse, or abuse of those systems or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

5. There shall be no repairing of motor vehicles in any portion of the common areas and facilities.

6. There shall be no planting of flowers, trees, shrubs, fruits or vegetables nor other form of gardening or other horticultural activities conducted by any Unit Owner in any portion of

the common areas and facilities of the condominium without first obtaining the written approval from the Board of Trustees.

7. The decoration of any, porches, decks or patios with potted plants, hanging plants and the like shall be permitted but only having first obtained the written approval from the Board of Trustees.

8. No Unit Owner may alter, screen or otherwise enclose any porch or patio appurtenant to a Unit.

### III. Actions of the Unit Owners

1. No noxious or offensive activities shall be carried on in any Unit, including the creative of noise, odor, and vibration, or in the common areas or common facilities of the Condominium; nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in any Building by him or her, his or her family, his or her tenants, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon, or suffer to be played any musical instrument or operate, or suffer to be operated, a phonograph, television set, or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the Town of Tewksbury and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. Unit Owners shall be held responsible for the actions of their children, tenants, licensees, occupants, guests and invitees.

### IV. Insurance

1. Nothing shall be done or kept which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his or her Unit, or in the common areas or common facilities which will result in the cancellation of insurance on any or all of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

2. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon the Building or the

property contained therein.

3. Damage by fire or accident affecting the Unit, common areas or common facilities, or the liability of the Unit Owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.

#### V. Motor Vehicles

1. The parking areas, in the garage and in the yard, shall not be used for any purpose other than to park duly registered, operable passenger automobiles excluding specifically trailers or boats and trucks and commercial vehicles unless same are on the premises for business purposes. No automobile shall be parked in such manner as to impede or prevent ready-access to another owners parking space.

2. No unregistered automobiles or other vehicles may be stored or parked on any of the common areas of the Condominium.

3. There shall be no parking of motor vehicles on the streets and ways on the Condominium Land unless otherwise determined by the Board of Trustees.

#### VI. Antenna and Satellite Dish Restrictions

The following rules and regulations govern the installation of antenna and satellite dishes at Katie Estates Condominium as follows:

##### 1. DEFINITIONS

- 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, guy 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 considered a Reception Antenna provided that it meets Federal Communication Commission standards for radio frequency radiation (RF Emissions).
- b. "Similar Devices, Appurtenant Devices or Fixture" means other appurtenant, devices or fixture which are similar in size, weight and appearance to Reception Antennas.
- c. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit

radio, television, cellular, or other signals other than Reception Antennas. Transmission Antennas are prohibited.

2. PROPERTY AFFECTED BY RESTRICTIONS

- a. No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area granted pursuant to the provisions of the Master Deed creating the condominium.
- b. A Reception Antenna which encroaches on the air space of another owner's unit or limited common area, or which is attached to or encroaches onto the general common areas, does not comply with this rule.

3. REGULATION ON INSTALLATION OF RECEPTION ANTENNAS

If a Reception Antenna is installed in a limited common 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 reception of any acceptable quality signal provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.
- b. Due to safety concerns relating to wind loads and the risk of falling structures more than twelve feet must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.
- c. 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. Residents must first attempt to install the Reception Antenna within the units or enclosed garages or storage areas. If an acceptable signal is not possible, residents must next attempt to install the Reception Antenna on their own exclusive use patio or deck. Connections of wiring must be through the glass of the nearest window or sliding glass door or the unit owner.
- d. Reception Antennas and similar structures shall not be placed in areas where it obstructs fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguisher, safety equipment, electrical panels or other areas necessary for the safe operation of the property. The purpose of this rule is to permit evacuation of the units and the project and to provide clear access for emergency personnel.
- e. Reception Antennas and similar structures shall not be placed within two 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 any injury or damage resulting from contact with the power lines.

- f. If Reception Antennas are allowed to be placed on the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view.
- g. 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 elements or the units, void any warranties of the Association or other owners, or impair the water-tight integrity of the buildings.
- h. 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 (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna, (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance of the installing 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.
- i. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and have guy wires securing the device to the building or ground if said building or ground area is a limited common element. Otherwise, guy wires and the like may not be attached to common areas and facilities.
- j. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
- k. No residents may install more than one (1) antenna or more than one (1) satellite dish.
- l. Tenants must obtain the written permission of the owner before they may install a reception antenna on any limited common areas as defined in the Master Deed within the owner's exclusive or control.

4. PROCESS AND PROCEDURE-DECLARATORY RULINGS, FINES, INJUNCTIVE RELIEF

- a. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission or any court having

jurisdictions over the matter. In the event the FCC or court determines that there has been a violation, a fine of \$50.00 shall be imposed. If, after the FCC or court determination, the violation has not been corrected within a reasonable time as determined by the Board, additional fines of \$10.00 a day shall be imposed. To the extent permitted by the FCC, the Association shall be entitled to reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition, the Association may seek injunctive relief.

5. PROHIBITED ANTENNAS

Transmission Antennas are prohibited.

6. NOTICE OF INTENT TO INSTALL RECEPTION ANTENNA

- a. At least five (5) days prior to the commencement of any installation, the resident shall provide a copy of the Notification Form attached hereto to the Board. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications prior to commencing the installation.
- b. All non-routine installations which do not comply with the foregoing regulations may require specific approval from the Board of Trustees. A unit owner shall be required to provide specific information on the notification form as to why the proposed installation will not comply with the current regulations.

7. RESPONSIBILITY FOR REMOVAL AND REPAIR

The resident is responsible for the immediate removal of the antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.

8. SEVERABILITY

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

9. AMENDMENTS/MODIFICATION

The Board of Trustees may amend these antenna and satellite dish Rules and Regulations from time to time as they deem necessary.



## VII. General

1. No part of the common areas or common facilities of the Condominium shall be used for other than the purposes for which such part was designed or designated.
2. Any recreational facilities, including but not limited to the clubhouse are for the use of Owners of Units, their families, their tenants and their invited guests and all such recreational facilities shall be used in accordance with rules and regulation, adopted by the Trustees.

## VIII. Administration

1. Any consent or approval given under these Rules and Regulations may be added to, amended, or revoked at any time by the Trustees.
2. No Unit Owner shall send any employee of the Trust out of the Condominium or on any private business of the Unit Owner.
3. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.
4. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and the Trustees accept no responsibility for any payments made to unauthorized persons.
5. These Rules and Regulations (including the rules and regulations relating to recreational facilities of the Condominium) may, from time to time, be amended, modified, rescinded, or otherwise changed by the Trustees, and other rules and regulations may be adopted by the Trustees, provided, however, a Unit Owner shall not be bound by such amendment, modification, or change until said Unit Owner has notice of such change. For purposes hereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.
6. HOUSEHOLD PETS. Owners must apply in writing to the Board of Trustees for prior written permission to have a dog in their unit. No pet over 35lbs will be allowed at the community. At no time will any animal deemed by the Trustees to be potentially dangerous or unsuitable for the premises be approved. No more than a total of one dog may be kept in the Unit. All pets while on any portion of the common area must be leashed at all times and attended by a responsible person. No pets may be tied, anchored or chained outside the unit unattended. Unit owners are responsible for any property damage, injury or disturbances caused by their pets. No dog shall be permitted to bark, howl or make other loud noises for such an unreasonable time as disturbs a neighbor's rest, or peaceful enjoyment of their unit and common areas. Any such pet creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium upon three (3) days written notice from the Board of Trustees. No pet shall be allowed to relieve itself on walks or paved streets. All owners are required to pick up after their pet relieves itself and dispose of properly. Fines for owners who fail to pick up after their pets or allowing pets to urinate on the lawns will be \$50 / per occurrence plus the cost to repair damages caused by their pet. Nothing herein shall limit the authority of the local law enforcement officials for violations of any local ordinances as a result of keeping a pet in any unit or on the common areas. All pets must be licensed properly with the Town of Tewksbury. In addition to the foregoing power to remove any pet creating a nuisance or unreasonable disturbance, the Trustees may impose fines for such violations as provided under the rules and regulations. All fines and expenses of the enforcement of the rules and regulations shall be the personal liability of the unit owner in violation of the rules and if such sums are not paid when demanded, shall become a lien upon such unit owners unit and enforced and collected as if the same were a common charge. Any resident who witnesses a violation of the rules and regulations must send a written notification (complaint) to the management office detailing the date and time of the offense. All complaints should also include contact information in case more details are required. Each owner shall hold the Trustees and each of the other unit owners and their respective agents and employees harmless against loss, liability, damage or expense for any actions of his pet within the Condominium and common areas.

**Katie Estates Condominium  
Amendment to the Rules and Regulations**

Monthly Condominium Fees:

Monthly condominium fees are due the 15<sup>th</sup> of each month. Payments not received by the 15<sup>th</sup> of each month will incur a \$25.00 late fee.

Fines:


Any violations against the Rules and Regulations are subject to fines.

- |                         |  |
|-------------------------|--|
| 1 <sup>st</sup> Offense | \$25.00  |
| 2 <sup>nd</sup> Offense | \$50.00  |
| 3 <sup>rd</sup> Offense | \$100.00 and thereafter for continuation of the same violation |


Pet Fines:

The fine for owners' who fail to clean up after their pet's droppings and allowing pets to urinate on the lawn will be \$50 per occurrence plus costs to repair damages caused by their pet.

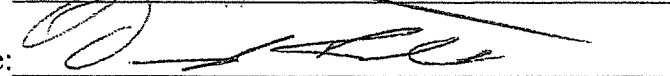
Approved by The Katie Estates Board of Trustees on October 12, 2011.

Trustee: 

Date: 10-12-11

Trustee: 

Date: 10/12/11

Trustee: 

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Trustee: 

Date: 10/12/11

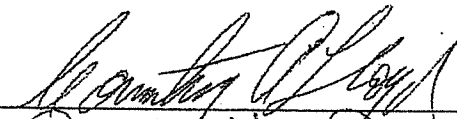
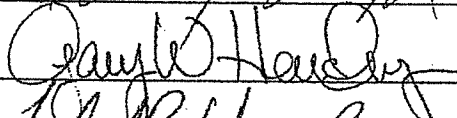
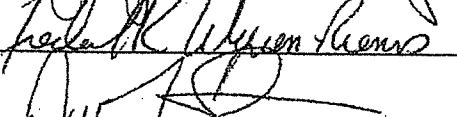
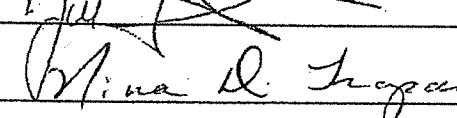

Trustee: 

Date: 10-12-11

**Katie Estates Condominium  
Amendment to the Rules and Regulations**

Please note the addition of paragraph 6 household pets to the rules and regulations. The Board feels the rules needed to be updated in this area for the best interest of the community.

Approved by The Katie Estates Board of Trustees on April 17<sup>th</sup> 2013.

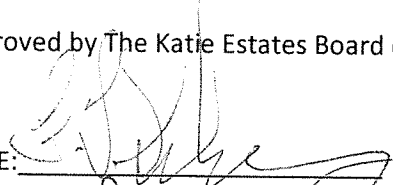
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Trustee:	<u></u>	Date:	<u>5-6-13</u>
Trustee:	<u></u>	Date:	<u>05-06-13</u>
Trustee:	<u></u>	Date:	<u>5/6/2013</u>
Trustee:	<u></u>	Date:	<u>5/6/2013</u>

Katie Estates Amendment to the Rules and regulations

7. PATIO AWNINGS. A number of Owners have expressed an interest in installing a patio awning at the back of their units to provide shade during times of the day where patios are rendered useless due to extreme heat. The Board has considered and have decided to permit external modifications with the following stipulations: (1) Owners must make formal requests to the Board for permission to purchase, maintain and replace patio awnings on the exterior of their units. One awning per unit. (2) Awnings shall be provided and installed by Hearth Works Fireplace Center, Inc. located at 260 Main Street, North Reading, MA 01864, Tel. 978-664-0100 and Fax: 978-664-8007 (contact Michael Bergeron). (3) Awnings shall meet the specifications determined by the Board in meetings with the supplier, in order to maintain the quality of the Katie Estates Condominium., including location, THE ONLY BOARD OF TRUSTEES APPROVED COLOR is WHEAT. (4) Owners shall present the chosen awnings to the Board to ensure the requirements are met. Should the Board directions not be followed, the Unit Owner shall be required to remove the awning and repair any damage the installation or malperformance of the awning caused.

Approved by The Katie Estates Board of Trustees August 19, 2019

TRUSTEE:

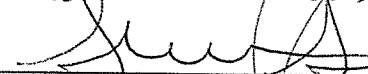


F. THOMAS SCHNEIDER

DATE:

8/19/2019

TRUSTEE:

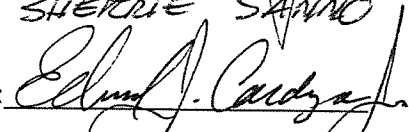


SHERRIE SANNO

DATE:

8/19/2019

TRUSTEE:



EDWARD CARDOZA

DATE:

8/19/19