

UPDATED: November 1, 2023

The Master Deed and the Declaration of Trust (including the By-Laws and Rules and Regulations) for the Village at Bedford Woods describe various rules and responsibilities for owners, tenants, and visitors. It is the responsibility of all owners and tenants to know and follow these rules.

The rules that follow are not all the rules, but rather a subset of those that most commonly come into question. Each rule is followed by its location in the Master Deed or the Declaration of Trust (for additional clarification or information).

CODE OF CONDUCT

- Owners shall not make --- or be made to suffer – **any unreasonable noise or vibrations** by means of a stereo, television, technology device, musical instrument, personal activity, and the like. Speakers may not be incorporated on the deck (outside the unit). “Quiet time” is from 10:00 pm to 8:00 am.
- Owners shall not make --- or be made to suffer – **any smoke** (cigar, cigarette, pipe or other sources). **Important:** This means that an owner cannot smoke on his deck or in his or her unit if the smoke is transmitted into a common area including garage or the unit of another. This also applies to smoking outside the building: persons who smoke should be at least 30 feet from the building so that smoke does not rise and enter the units of others. **Smokers are not to dispose of cigarettes in any outside areas including mulch (fire hazard). A violation of \$25.00 per incident per day will be incurred.**
- Owners will not engage in any activity that interferes with the rights, comforts, or convenience of other units. [Source: Declaration of Trust, Exhibit A: By-Laws, section 19 *Conduct*, parts B (amended by the Board of Trustees) and R]
- No harmful or unlawful activity will be allowed in any unit or common area of the building. [Source: Declaration of Trust, Exhibit A: By-Laws, section 20 *Violations of Law*]
- Any damage to the building, common areas, or equipment caused by an owner or the owner’s family, **renter/tenants**, visitor, or pets will be repaired at the expense of the owner.
- Garden building entry/exit doors must be kept locked and secured at all times. **If a key is used to gain entry, the door must be re-locked with the key. No props may be used to hold doors open.**

- Complaints regarding the management or maintenance of the condominium shall be made in writing (letter or email) to the Board of Trustees.
- No owner shall attempt to direct, supervise, or request favors of any employee of the Trust, including the management company and all subcontractors. [Source: Declaration of Trust, Exhibit B: Rules and Regulations, parts 6, 7, and 8]
- Use of "unmanned aircraft" (drones) is banned on VaBW property unless required by a contractor for work that has prior written approval by the VaBW Board of Trustees.

UNITS

- Units are for residential use [Source: Master Deed, section (g) Use of Units part (i)]
- Construction, renovation, or other work conducted in a unit by the owner or a contractor or tradesperson may occur only during the hours of 8:00am and 5:00pm. [Source: Declaration of Trust, Exhibit A: By-Laws, section 35 *Cleaning and Delivery Persons, Movers, and Construction Workers; Work in Units* (amended by the Board of Trustees)]
- Each owner must carry insurance to cover personal property and items not covered by the building property insurance. [Source: Declaration of Trust, Exhibit A: By-Laws, section 3 *Insurance*, part (e)]
- Owners must keep their units heated to a temperature of no less than 50 degrees. [Source: Master Deed, sections (d) *Description of Units, Decks, Heating and Cooling Systems, and Parking*, part III]
- All window treatments facing outside and visible from the exterior of the building must be white or off-white.
- If your unit is above a unit owned by someone else (Garden 2nd and 3rd floors, Townhouse Style D): You must cover at least 60% of your floor (excluding kitchens and bathrooms) with padding or other sound-deadening materials. [Source: Declaration of Trust, Exhibit A: By-Laws, section 19 *Conduct*, parts T and U]
- Unit exterior doors facing the common areas may not be painted or decorated in any manner. [Source: Declaration of Trust, Exhibit A: By-Laws, section 21 *Maintenance and Repair*, part A (amended by the Board of Trustees)]
- Neither the exterior of any unit nor any common area may be altered, decorated, or painted in any manner. **This includes sconces outside units.** Exception: Small lightweight, decorative objects may be placed on the shelf outside an owner's unit in the Garden building. Any damage resulting from the object will be repaired at the expense of the

owner. [Source: Declaration of Trust, Exhibit A: By-Laws, section 25 *No Alterations*, (amended by the Board of Trustees)]

- Signs (business, professional, commercial, and the like) are not permitted. [Source: Declaration of Trust, Exhibit A: By-Laws, section 26 *Signs*]
- Air conditioning units, television or radio antennas, **satellite dishes**, clothes lines/racks or any other such item may not be installed on the exterior of any unit or in any common areas or hung outside any unit. [Source: Declaration of Trust, Exhibit B: Rules and Regulations]

HOLIDAYS

- Christmas trees and wreaths **MUST** be artificial. No live trees or wreaths are allowed.
- Holiday decorations and lights are not permitted on any exterior part of the building, including balconies.
- Hallway (UNIT) door decorations should be kept to a minimum.
- To prevent fire hazards, no decorations of any kind should be placed on light sconces.

LEASES

- All rentals and leases are subject to the provisions outlined in the Master Deed and the Declaration of Trust. [Source: Master Deed, section (g) Use of Units, part (ii)]
- Any owner who rents or leases a unit to a third party must require in a written lease and a document addressed directly to the Trustees that the third party acknowledges and agrees to comply with all provisions in the Master Deed and the Declaration of Trust. The document, signed by both the owner and the third party, must be delivered to the Trustees within 7 days prior to occupancy as proof of the agreement. A violation of \$25.00 per day will be incurred if the agreement is not received within that time. [Source: Declaration of Trust, Exhibit A: By-Laws, section 34 *Leases and Tenancies*]

DECKS

- Decks may not be enclosed.
- Nothing shall be placed on a deck that obstructs building site lines.
- Lighting may not be installed on a deck without prior approval of the Trustees. If approved, lighting must be limited to accent lighting only and cannot be moving, flashing, or neon.
- Any plant on a deck must be ornamental in nature (herb gardens are allowed.) Artificial plans are not allowed.

- Any furniture placed on a deck must be movable, high-quality, outdoor furniture of a proper weight to withstand normal wind and storm conditions, and is subject to approval of the Trustees.
- Flags, wind chimes, windsocks, and the like may not be hung on the deck or outside a window. [Source: 527 Code of Massachusetts Regulations Section 6:07 and the Board of Trustees]
- Balconies and decks must not be used for storage of any kind.
- Maintenance and repair of Garden building decks will be paid for by the Association out of Garden funds. Townhouse owners will pay for the maintenance and repair of their own decks. [Source: Master Deed, section (d) *Description of Units, Decks, Heating and Cooling Systems, and Parking*, part II (modified by Board of Trustees)]

OUTSIDE COOKING

- No cooking apparatus of any kind including hibachi's grills, heaters and the like) are ~~not~~ allowed on decks. [Source: Master Deed, section (d) *Description of Units, Decks, Heating and Cooling Systems, and Parking*, part II]
- In Townhouses, outside grilling is permitted if done directly behind one's own Townhouse and at least 10 feet from the building. [Source: by order of Bedford Fire Department.]

GARDEN WATER HEATER MAINTENANCE

- Our insurance company requires that water heaters with tanks be replaced at least every 7 years. If a water heater has been installed that is stronger than a typical 6-year water heater, the owner may petition the Board and VaBW Management Company for an extension. Purchasing an extended warranty will not be sufficient. Only stronger water heater models will be considered. Petition the Board before purchasing the water heater, as permission is not guaranteed.
- Tankless water heater replacement timeframe will depend on the warranty on the water heater.
- When a water heater is replaced, owners must provide information about the water heater to the Trustees or VaBW Management. Information must include a picture, manufacturer and model number, date installed and warranty information.

VIDEO DOORBELLS

- Use of Video Doorbell Systems is not permitted in the Garden building.
- Townhouse residents wishing to install a video doorbell must have prior written approval from the Board of Trustees.

PARKING and STORAGE UNITS

- Parking spaces include both underground spaces (in the Garden garage), townhouse driveway spaces, and lined spaces around the Albion Road circle.
- Parking spaces may not be used for any purpose other than parking vehicles. No vehicle maintenance e.g., changing oil, etc. or car washing is allowed, except for changing a flat tire or cleaning/waxing a vehicle.
- Boats, trailers, unregistered vehicles, and inoperable vehicles may not be parked in parking spaces. Campers and motor homes are not allowed unless there is prior written approval from the Board of Trustees. When permission is granted, the vehicle must be parked in an outside space and may not be used as living quarters.
- Outside parking is for temporary use only and not for long-term parking.
- No electrical outlets in the Garden garage may be used to charge electric vehicles. Use of electric outlets for such purposes is prohibited.
- Storage (of any kind) cannot be kept in parking spaces. Items to be stored must be kept either in the owner's unit or (for Garden owners) inside the owner's storage unit in the garage. Items of any kind cannot be kept on top of the Garden storage units. Leaving items outside of storage units is prohibited. [Source: Master Deed, section (d) *Description of Units, Heating and Cooling Systems, and Parking*, part IV (amended by the Board of Trustees)]
- Unregistered or inoperable vehicles may not be stored in the Garden garage, Townhouse driveways or other outdoor parking areas.

GARDEN COMMON AREAS

- Common areas within the Garden building include the foyer and mailroom; lobby; all hallways and stairwells; electrical, mechanical and trash rooms; and garage area. Although owners have assigned parking spaces, the spaces are considered part of the common area. [Source: Master Deed, section (e) *Description of Common Areas and Facilities and The Proportionate Interest of Each Unit Therein*]
- Garden owners who lease or sell their units must notify the Board of Trustees two weeks prior to the new tenant or owner move-in date so that moving pads can be installed in the elevator. Any damage to the building, common areas, or equipment as a result of the move will be repaired at the expense of the owner or new owner. [Board of Trustees]

- Garden owners may not place or leave furniture, packages, shoes, bicycles, wagons, boxes, trash bags or objects of any kind in any common areas including all hallways. Exception: packages may be left in the lobby.
- Stairways and the elevator may not be used for any purpose other than normal transit.
- No access to any portion of the roof or attic is allowed. [Source: Declaration of Trust, Exhibit A: By-Laws, section 16 *Use of Common Areas*]
- Baby carriages, playpens, wagons, toys, tools, bicycles, boats, trailers, unregistered vehicles, inoperable vehicles, benches, chairs, boxes, and other items may not be left or stored in common areas; however, bicycles may only be stored in the area designated for bicycles at the far end of the garage.
- Playing, riding bicycles, rollerblading, and any other activities are not allowed in common areas (halls, stairwells, elevator, garage, driveway ramp, and the like). [Source: Declaration of Trust, Exhibit A: By-Laws, section 19 *Conduct*, parts D and G]

TRASH AND RECYCLING: GARDEN

- All trash must be placed in the proper receptacles, either down the trash chute in the trash rooms located on each floor or in the proper dumpster location in the garage.
- Owners are required to make sure trash bags are not torn and not leaking before taking trash bags to the trash room. Owners should double-bag trash to ensure no trash spill incidents occur e.g., No torn bags are to be transported or placed down the trash chute. Trash bags should not be dragged on the rug.
- No trash may be left in any of the common areas or in the trash rooms located on each floor. The chute door must be closed after each use to prevent flies, mice, odors, etc. from occurring.
- NO Carboard Boxes are allowed into the trash chutes regardless of size and whether they are flattened. Even small boxes can block the trash compactor.
- Massachusetts law does not permit disposal of mattresses in the trash. Mattresses must be recycled and that is the responsibility of unit owners.
- Massachusetts law does not permit disposal of fabric or textiles in the trash. They must be recycled and that is the responsibility of unit owners. Check the Town of Bedford website for information about textile recycling sites throughout Bedford.
- Massachusetts law does not permit disposal of clean, recyclable material in the trash. Recycling bins are provided in the Garden garage.

- Plastic bags of any kind are prohibited from the recycling bins, including bags that are marked as recyclable. Plastic bags can damage sorting equipment at the recycling facility.
- Do not put recyclable materials in bags, even paper bags. Recyclable materials must be put in the bins directly so that they can be sorted at the recycling facility.
- All cardboard boxes must be flattened; they cannot be accepted for recycling unless they are flattened.
- Large items, such as furniture, that do not fit in or are not appropriate for the trash chute, are the responsibility of the owner. Owners must call the VaBW Management company to have the materials removed.

TRASH AND RECYCLING: TOWNHOUSES

- Trash and recycling bins must be stored in unit garages. They may be placed at the street for pickup no earlier than 5pm the evening before pickup. They must be removed from the street and returned to the garage no later than **6pm** on the day of pickup.

PETS

- No more than two (2) pets are allowed per unit. Only non-roaming cats and dogs less than 40 pounds are allowed; however, Pit Bulls and Rottweilers are not allowed. Reptiles, rodents, guinea pigs, ferrets, and any wild or exotic animals are not allowed.
- Fish aquariums require approval by the Board of Trustees.
- Pets must be carried or on a leash in all common areas including outside property. Owners or persons walking pets must immediately clean up any and all droppings, whether inside or outside the building. Owners keeping pets that cause damage or require cleanup are responsible for any and all costs. The Trustees may require owners keeping pets to permanently remove a pet that has been found to habitually annoy or harass others.
[Source: Declaration of Trust, Exhibit A: By-Laws, section 23 *Pets*]

LATE FEES AND RETURNED CHECKS

- If a condominium fee is received 15 or more days after the due date, the owner will be charged a \$50.00 late fee.
- If a check for condominium fee is returned for insufficient funds, the owner will be charged at \$25.00 fee and the next six (6) payments must be made via bank or certified check.
[Source: Declaration of Trust, Exhibit A: By-Laws, section 2 *Common Expenses and Profits, part F*]

VIOLATIONS

- Any violations of the Master Deed and the Declaration of Trust (including the By-Laws and Rules and Regulations) or any rule or regulation adopted by the Trustees may result in a fine of \$25.00 for each violation and each day the violation continues until it is resolved. [Source: Declaration of Trust, Exhibit A: By-Laws, section 19 *Conduct*, part A]

THE BOARD OF TRUSTEES

There are five Trustees on the Board of Trustees for the Village at Bedford Woods Condominium Trust.

- Two Trustees serve terms of three years each.
- Two Trustees serve terms of two years each.
- One Trustee serves a term of one year.

Elections occur each time a trustee's term expires. [Source: Declaration of Trust, section 3 *Trustees*, part (ii)]

At least 30 days before a fiscal (calendar) year begins, the Trustees will estimate the common expenses to be incurred (budget) and determine the assessments (condominium fees) for the coming year. The Trustees will then promptly provide to each owner the budget and their respective condominium fee at the annual meeting, scheduled for or around the first Wednesday in December. [Source: Declaration of Trust, Exhibit A: By-Laws, section 2 Common Expenses and profits, part D, and section 8 Meetings.]

If you have any questions about these rules, send an email to the Board of Trustees. Include your name and unit number. To ensure a timely response, please include all Trustees.