

Pemberton Estates

98-100 Pemberton Street

Dracut, MA

RULES & REGULATIONS

REVISION – FEBRUARY 20, 2020



Managed by:

Silva Associates

Real Estate & Property Management, Inc.

1215 Main Street, Suite 121

Tewksbury, MA 01876

(978)858-3500 (office) (978)858-0145(fax)

jsilva@silva-associates.com

PEMBERTON ESTATES CONDOMINIUM

RULES AND REGULATIONS

1. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Trustees, except as herein or in the Trust expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit, no matter if a rental or primary residence in accordance with the provisions of the Trust.
2. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential or office use, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law.
3. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without prior written consent of the Board of Trustees.
4. **No pets** of any kind shall be raised or bred in any Unit or in the Common Areas. **No DOGS are allowed** at Pemberton Estates. Residents may have one house cat, a small caged bird or a small aquarium at the Board's discretion. Permission can be rescinded by the Board of Trustees if there are any issues i.e.; noise & sanitation.
5. No obnoxious or offensive activity shall be carried on in any Unit, or in the Common Areas, 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 by himself, his family, employees, agents, visitors, lessees, and licensees, nor do not permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall conduct 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. At all times sound levels from stereo, TV or all other activities must be kept at a level to avoid bothering neighbors. No waterbeds or other similar water-filled objects shall be permitted in any Unit. **Quiet Time is from 10 PM to 7 AM.** We ask you notify the police first and call management with the unit number or persons causing problems after.
6. Nothing shall be done or modified in any Unit or in, or to the Common Areas which will impair the structural integrity of the Building or which would structurally change the Building.

7. No clothes, 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 or balconies or patios. The Common Areas shall be kept free and clear of all rubbish, debris, and other unsightly materials. No waste trash, trash bags or boxes are allowed to be stored in the Common Areas.
8. "For Sale," "For Rent," "For Lease" signs or other window displays or advertising are not permitted in any part of the Condominium or any Unit therein, nor shall and Unit be used or rented for transient, hotel or motel purposes.
9. No public hallway of the buildings shall be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Trustees.
10. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be thrown there from, or from the doors, windows or balconies thereof, any dirt, water or other substance. The water closets shall not be used for any purpose other than that, for which they were constructed, and any sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown out to the dumpster properly. Any Unit Owner who causes damage to any plumbing systems or internal piping of the building will be responsible for the cost of repair.
11. All radio, television or other electrical equipment of any kind or nature installed or use in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
12. The agents of the Trustees or the managing agent, and any contractor or workman authorized by the Trustees or the managing agent, may enter any room or Unit in the Building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of taking such measures as may be necessary to control or exterminate insects or other pests or to minimize any damages occurring or affecting other units in the building.
13. No garbage cans shall be placed on the halls or in the staircase landings, nor shall anything be hung from the windows, balconies, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, or balconies.
14. No washing or repairing of automobiles shall take place within the Condominium, nor shall the parking area be used for any purpose other than to park properly registered motor vehicles and bicycles, excluding, specifically, trucks, commercial vehicles, trailers and boats. NO unregistered vehicles are allowed to be stored in the parking area. Any vehicle found by management that is unregistered or not road worthy will be towed at the owners expense.

15. No balcony or patio shall be decorated, enclosed, or covered by any awning or otherwise without the consent in writing of the Board of Trustees.
16. No Unit Owner or occupant or any of his agents, employees, licenses, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential or office use. NO outdoor burning of any type is allowed; no fire pits, enclosed fire enclosures, chimera or grills are allowed to be used at the community.
17. No Unit shall be occupied by more residence than allowed by local town and state codes. No leasing or occupancy shall be permitted on a transient, or short term, basis. Every lease must be in writing and shall reference or incorporate the Condominium Declaration of Trust, Master Deed, and the current Rules and Regulations. No lease can be entered into for a term of less than one year. Owners must provide management with the names and contacts of tenants and owner address and contact information including home, cell and emergency phone numbers. Owners must inspect rented units twice yearly.
18. The use of the Units, the Common Areas, the balconies, patios, storage rooms, the parking area, the laundry room, and the recreation area, by Unit Owners or family, guests, agents, licensees or employers as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither be Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.
19. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, and lessees. **ALL** unit owners are expected to carry their own home owner's insurance policy (h06) covering at least up to the deductible of the master insurance policy (**\$10,000**). This policy would cover the master policy deductible as well as your personnel contents of your unit. Please contact your local insurance representative for more information and pricing. You may also call John J. Prudente Insurance Agency at **(781) 337-3381** who is the HOA's agent & handles the master insurance policy.
20. Any consent or approval given under the Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Trustees.
21. Condominium Fees are due on the first of the month. If condominium fee payment is not received by the management company by the **15th** of each month, a late fee of **\$25.00** will be assessed to owner (s).

22. A fine in the amount of **\$50.00** will be charged for violation (**per violation**) of the rules and regulations. The Board will refer continued violations to an attorney as they may deem fit and legal charges required for enforcement of the rules and regulations will be assessed to the owners account.
23. All owner requests to management for services, permission, repairs or inspections **MUST** be in writing via mail or e-mail along with the unit owner's name, contact information and stating exactly what the request is for.
24. All owners are expected to park in their designated numbered spot in the parking lot. Visitor parking spaces should remain for visitors only. Please report any abuse of parking to management.
25. Management requires **24 HR** advance notice for access to utility rooms for cable or access to the electric meters.
26. If any owner or tenant is found to be destructive or abusive in any way to the laundry equipment or any common utility connections, cables, electric meters, spigots, parking lot pavement or markings; they will be held responsible for repairs and charged back their account accordingly.
27. Please report to the police after hour's loud music or other excessive activity. Please notify the police of drug activity. Notify management when possible.
28. These Rules and Regulations may be amended from time to time as provided in the Trust.

Insurance carrier:	John J. Prudente Insurance Agency (781)337-3381
6D preparation:	\$100 cgosselin@silva-associates.com
Condominium Questionnaire:	\$75 cgosselin@silva-associates.com
Printed Condominium Documents:	\$35 cgosselin@silva-associates.com

After hour's emergency – 978-858-3500 (phones are monitored), 978-479-8669 or pager: (978) 488-4407 leave a clear specific message with your call back contact information. Non routine service charge could apply to owner for after hour situations. Emergencies: floods (major water issues) or fires.