

# St. Mary's Condominiums • Resident Handbook



Rules and Regulations - September 2017

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## Message from the Trustees

St. Mary's Condominium is a beautiful and comfortable community. All of us who live here value the convenience of condominium living, our beautiful homes and surroundings, and the friendliness of a small group of neighbors. We all appreciate the outstanding appearance of our community. As residents of St. Mary's, it is the obligation of all of us to maintain high standards to protect our community and investment.

Condominium living is not just a housing decision, but also a lifestyle choice. It is different from living in a single family home. The value of our investments in our homes is dependent in large part on the investment of all members of the community in their homes and the common property. We live in close proximity to our neighbors and therefore our actions have more immediate effects on others. The actions of our neighbors affect our individual quality of living and the value of our property. Similarly, our own actions have an impact on our neighbors. Condominium living means the area around your home is not your private property. The area around your home belongs to everyone in our community. As such, it is subject to the Rules and Regulations of the St. Mary's community and you have a special obligation to work with the Trustees to preserve its quality and value.

There are many conveniences of condominium living, including escape from some of the chores of home ownership such as landscape maintenance, snow removal, and exterior repairs. In return for these conveniences, we must sacrifice some individual prerogatives and accept some responsibility to the community. It is incumbent upon each of us as individuals to do our best to maintain the value of our property, keep the costs of operation in line, and show respect for our neighbors.

This Resident Handbook has been updated and revised to set forth clear standards for our community. It contains information about our method of governing and the manner in which we choose to regulate ourselves. It contains practical information about items ranging from where to park your car to your trash pickup. Please take the time to read this Handbook and support our community.

## **ARTICLE 1. PURPOSE**

The purpose of this Resident Handbook is to ensure all Unit Owners may fully enjoy living in our community by making the Rules and Regulations for St. Mary's clearly understandable and available in one document. It is a supplement to the Master Deed, Declaration of Trust, and Bylaws, and is meant to reflect the intention of those documents. It also contains additional Rules and Regulations made by the Trustees from time to time. Any and all stipulations contained in the Master Deed and the Declaration of Trust and Bylaws, but not included in this Handbook, remain in full force and are not diminished in any way by this document.

The overarching theme of all of this Resident Handbook is no Unit Owner is allowed or permitted to do anything in or about his/her unit which interferes with the rights, comfort, or convenience of any other Unit Owner. It is the intent that St. Mary's will continue to be a residential community wherein all residents live in a beautiful, peaceful, and tranquil environment.

The absence of a rule or regulation in this document pertaining to any specific action or activity does not mean it can be done. The use of good old fashioned common sense and consideration for all of your neighbors – in front, in back, and on either side – is necessary and essential to ensure all Unit Owners and residents may fully enjoy living in our community.

Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees. The foregoing Rules and Regulations are subject to change from time to time by the Condominium Board of Trustees. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

## **ARTICLE 2. THE TRUSTEES**

The Board of Trustees, as established in the Declaration of Trust, has the ultimate responsibility for the overall management of St. Mary's Condominium and for the enforcement of all Rules and Regulations on behalf of all Unit Owners. The Trustees encourage the good citizenship and goodwill of all residents to abide by the rules.

2.1 Organizational Structure: The organizational structure of the complex revolves around a Board of Trustees elected by the unit owners.

2.2 Meetings: The Board of Trustees meets periodically to review condominium business. Should you wish to address the Board on a particular issue, you may request to be placed on the agenda by contacting the Management Company.

2.3 The Trustees welcome your input, hopefully framed in a positive light, on any aspect of our community. Any comments or suggestions must be addressed in writing to St. Mary's Condominium Trustees, c/o Northborough Property Management, 27 South Street, Unit 1, Northborough, MA 01532.

2.4 The Board will not address any anonymous suggestions or comments. Nor will the Board address any suggestions or comments forwarded to individual Trustees at their home addresses.

2.5 Any consent or approval given under these Rules and Regulations may be added to, amended, or revoked at any time by action of the Trustees.

2.6 The Trustees may add to or amend any of the Rules and Regulations at any time in accordance with the provisions of the Declaration of Trust 2.7. "Common areas" of the condominium consist of the entire property exclusive of the units, and no use is to be made of the common areas except as permitted by the Trustees.

2.8 "Limited common areas" are defined as common areas for the exclusive use of one or more units such as any exterior entrance, patio, deck, or balcony affixed to and leading from any one unit.

2.9 The Trustee(s) are responsible for repair and maintenance to all common areas and limited common areas. As to the limited common areas, the Trustees shall be responsible for arranging for the maintenance, repair, and replacement of these areas.

### **ARTICLE 3. USE OF COMMON AREAS AND LIMITED COMMON AREAS**

3.1 Nothing shall be altered or constructed in or removed from the common areas and/or limited common areas, except upon the written consent of the Board of Trustees.

3.2 Nothing is to be done or kept in the common areas and/or limited common areas and/or in the individual units which increases the rate of insurance of the Trust, or results in the cancellation of insurance of the Trust, or is in violation of any law.

3.3 No offensive activity will be carried on in the common areas and/or limited common areas and/or in the individual units, nor will anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or residents. No Unit Owner will make or permit any disturbance noises, nor do

or permit anything that will interfere with the rights, comfort, or convenience of other Unit Owners.

3.4 There shall be no parking of personal property including and not limited to bicycles, vehicles, benches, or chairs on any part of the common area overnight.

3.5 The common areas will not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Trustees except that Unit Owners may place the usual deck furniture and a propane grill on their rear deck or patio only.

3.6 Interior decorations attached to or exhibited through a window and exterior decorations on any unit are subject to the judgment of the Board of Trustees as to its aesthetic impact when viewed from the outside of such unit. Unit Owners will remove any interior or exterior decorations determined by the Board of Trustees to be inappropriate or not in conformance with the overall appearance of the property.

3.7 Storage is prohibited in the common and limited common areas at the rear of the units, basements or under the decks, except with permission of the Trustees.

3.8 Any appropriate seasonal exterior decorations and/or holiday decorations will be allowed for a period of four (4) weeks prior and two (2) weeks subsequent to the holiday. All holiday decorations are subject to the final judgment of the Trustees.

3.9 Exterior holiday lighting is allowed for white lights only and must be either all on or all off; that is, no random chasing, or flashing lights. Power for any decorations must be provided by the unit owner.

3.10 No plants may be placed on balcony railings or attached to or grown on common elements including, but not limited to lampposts and fences, unless approved by the Gardening Committee. The only plants permitted in the community for exterior display are actual living plants. Any artificial flowers, plants or other arrangements are prohibited from any exterior display unless specifically allowed pursuant to holiday exemptions made by the Trustees.

3.11 No clothes, sheets, blankets, laundry, or similar articles shall be hung out of any unit or exposed on any part of the common areas. The common areas shall be kept free and clear of rubbish, debris, and unsightly materials.

3.12 Signs advertising units for sale, items for sale, or other displays or advertising are not permitted in any part of the condominium, in or on any unit, on any vehicle parked on the premises or immediately outside the property entrance, or on any other common area. "Open House" directional signs are permitted for the duration of the open house.

3.13 No Unit Owner is allowed to put his/her name on any building or common area including the mail boxes.

3.14 Window fans and window air conditioners are prohibited.

#### **ARTICLE 4. STRUCTURAL ADDITIONS, CHANGES, AND REMODELING**

4.1 Nothing shall be done in any Unit or in, on, or to the common area and/or limited common area impairing the structural integrity of any building or changing the structure of any buildings.

4.2 A Unit Owner may make interior cosmetic improvements to his/her unit, such as paint, wall covering, carpet and other flooring, without permission from the Trustees.

4.3 A written request for any of the above changes, including plans and specifications, must be made to the Trustees. It should be obvious owners may not make changes to their unit or common areas reducing the structural integrity of their (or any other) building. In addition, all improvements must be reasonably compatible with the standards of St. Mary's Condominium as to quality of workmanship and materials. That said, approval of Unit Owner's requests which are in accordance with the Master Deed, the Declaration of Trust, Bylaws, and all Rules and Regulations shall not be unreasonably withheld or delayed.

4.4 In addition to the written permission from the Trustees, the owner is responsible for obtaining any and all governmental permits required by the City of Marlborough. This includes all necessary permits for building, plumbing, electric and or gas work, and any other approval including Fire Department approval, which may be needed depending on the scope of work to be done. A copy of each such permit must be given to the Trustees before work begins. When the work is completed, a copy of all permits showing that all final inspections have been completed by the City and/or other issuing authority must also be submitted to the Trustees.

4.5 Finally, the Trustees may, as a condition of their approval, require the Unit Owner also submit, before work begins, the names of each contractor with insurance certificates (for liability and worker's compensation insurance). Any damage done to any part of the buildings or common areas is the responsibility of the unit owner whether it is done by them or their contractor.

4.6 Any neighbor-detectable construction or repair work within a unit must be done between 8:00 a.m. and 5:00 p.m. on weekdays. Construction work in a Unit shall not be performed at any other time without prior written consent of the Board of Trustees.

4.7 It is the Unit Owner's sole responsibility to follow these steps in seeking approval before any work begins. Failure to comply may result, at the discretion of the Trustees, in the Owner's having to remove or restore, as the case may be, any unauthorized alterations or additions to the same condition as previously existed, at the Unit Owner's sole expense.

## **ARTICLE 5. USE OF UNITS AND GARAGES**

5.1 Units may be used only as residential dwellings.

5.2 Residents or their agents may not bring into or keep in their units or garages any flammable, combustible, or explosive substance except such products as are customary for residential use. Even products, which are customary for household use, may not be kept in units or garages in quantities larger than required for personal use.

5.3 Each Unit Owner must maintain and keep his/her unit in good working order and must repair components and fixtures not in the common areas. Each Unit Owner shall keep his/her unit in a good state of preservation and cleanliness. Units must be heated to a minimum temperature of 55 degrees at all times. A Unit Owner is responsible for all damages to his/her unit and to all other units or to any portion of the common area which are caused by the Unit Owner's failure to satisfy his/her maintenance, repair, and/or replacement obligations.

5.4 Garage doors shall be kept closed when garage is not in active use.

5.5 No resident shall use charcoal or wood for burning in the limited common areas. Flames from gas grills must be kept at/or below grill rack height. No gas grills are to be under the decks. Propane tanks shall not be stored or placed inside any unit or garage at any time. Grills should be kept away from the building and vinyl siding to avoid damage. Unit Owners are responsible for any damage caused to the building.

5.6 The dryer exhaust ducts on many of the units are quite long. This makes them particularly vulnerable to lint buildup, which can cause a fire. Ducts and vents should be examined and cleaned annually. In any event, increased drying time is a good indication there is a problem.

5.7 Most hot water heaters are prone to major leakage before the end of the warranty period. Inexpensive alarms are available alerting residents their hot water tank is leaking.

5.8 Smoke detectors and carbon monoxide detectors must be checked annually, and replaced in accordance with the manufacturer's direction. Batteries should be replaced

twice per year. Unit Owners are required by law to have both smoke detectors and carbon monoxide detectors.

5.9 Grills must be used in compliance with the Fire Code of the Commonwealth of Massachusetts

## **ARTICLE 6. TRASH REMOVAL**

6.1 All garbage, trash, cans, and bottles must be bagged and placed into the appropriate trash receptacles. It shall be the Unit Owner's or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pickup.

6.2 The disposal of household appliances, furniture, carpeting, hazardous waste materials, construction debris, and other items not normally considered to be a part of normal, everyday, household trash, is the responsibility of Unit Owners. In no case are hazardous materials to be placed in or with trash. Any extra fees charged by the trash removal contractor for appliances, furniture, or other such items will be assessed back to the Unit Owner.

6.3 All boxes must be broken down before placed in the trash.

## **ARTICLE 7. COMMERCIAL USE/BUSINESS USE**

7.1 No business trade or commercial activity shall be conducted in common areas and or limited common elements and/or in the individual units, except a resident may maintain a home office in his/her unit for personal professional use not requiring regular visitors from the public, nor unreasonable levels of mail, shipping, trash, storage, or traffic. No employees or persons other than the resident of the unit shall engage in such activity, and no such office shall be advertised as a place of business.

7.2 No employees or persons other than a resident shall engage in such activities.

7.3 No such office shall be used as a place for service to clients.

7.4 No such office can be advertised or registered as a principal place of business with the Commonwealth of Massachusetts or any other entity or association.

7.5 This specifically includes short term rentals, such as AIRBNB, HomeAway, and the like.

## **ARTICLE 8. PARKING RULES, RESTRICTIONS & VEHICLES**

8.1 Each unit in the School, Rectory, and Church have one deeded (or assigned) parking space and one “permitted” parking space. There are a total of 25 deeded spaces and 25 “permitted” spaces for these buildings. Townhouses have two car garages and one parking space in front of the unit.

8.2 Cars parking in a deeded spot without the express permission of the unit owner are subject to being towed. A permitted space cannot be used without a permit issued by the Condominium Association and will not be assigned, but will be used on a first come basis. The permit must be displayed on the windshield to avoid being towed.

8.3 Four permitted spaces are marked as “Guest Parking”. If a guest has a permit (given by a Unit Owner whom the guest is visiting), then any permitted space can be used including guest parking. The permit must be displayed in the windshield to avoid being towed. If a guest is parked in Guest Parking without a permit, then building and unit number of unit being visited must be displayed on the windshield. If no permit or building/unit number is displayed on the windshield, the vehicle may be towed.

8.4 If no available parking spaces are left and a guest or Unit Owner holding a permit has no space to park, then guests with no permit must yield their parking space to any permit holder. The permit holder will know which unit the guest is visiting by reading the information on the windshield and will notify the Unit Owner the car has to be parked elsewhere.

8.5 Prohibited Vehicles: Trucks, plows, commercial vehicles, trailers, campers, dump vehicles, construction vehicles over 1 ton, salvage vehicles, snowmobiles, junk vehicles or parts of vehicles, boats and personal watercraft can never be parked in driveways or common areas. Personal use noncommercial trucks are allowed.

8.6 Trucks and commercial vehicles may park temporarily while delivering packages, moving furniture, or doing work on the premises.

8.7 Commercial vehicles may only be kept in a resident’s garage. Commercial vehicles cannot contain any construction materials or landscape waste visible in or on the vehicle.

8.8 Guest area parking is for use by guests, visitors, and invitees and for use by residents in the event there is a vehicle parked in their garage and driveway.

8.9 All parking shall be used only for the parking of approved private passenger motor vehicles displaying current license plate(s) and registrations, and being

maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions, or appearances.

8.10 All vehicles parked in common areas are parked at the sole risk of the person so parking and the Trust will not be liable for loss, destruction, theft, or damage to such vehicles.

8.11 Long-term parking and/or storage of vehicles in the common area parking is prohibited.

8.12 Parking is prohibited in the fire lanes.

8.13 Any repair or maintenance of vehicles in the parking areas is expressly prohibited (except in cases of emergency such as changing a flat tire or using jumper cables.)

8.14 Any unauthorized vehicles or vehicles cited for violations of the motor vehicle and parking policy shall constitute a violation of the Rules and Regulations.

8.15 Any violation of these policies, said vehicle shall be subject to being towed at the expense of the vehicle's owner.

8.16 Any vehicle belonging to a Unit Owner, resident, his guests or invitees violating the above-referred to rules and regulations shall subject the owner of said unit to a fine added to the Unit Owner's common expenses.

## **ARTICLE 9. SNOW REMOVAL**

9.1 A professional contractor is hired each year to perform snow removal. The snow will be cleared from roads, driveways, sidewalks, and parking areas within a reasonable timeframe. The contractor will also make every effort to treat roadways and sidewalks for icing in a timely manner.

9.2 Clearing of snow from all rear decks, balconies, and patios is the responsibility of the Unit Owner.

9.3 Residents must be available to move their vehicles when snow removal operations are in progress. Residents failing to move said vehicles during snow removal will be assessed any increased cost incurred by the Association caused by the failure to move their vehicle during snow removal operations.

## **ARTICLE 10. BUILDING EXTERIOR**

10.1 No sign, awning, canopy, shutter, radio, television antenna, or reception antenna shall be affixed to or placed upon the exterior walls, doors, or roofs of the common areas or units, without the prior written consent of the Board of Trustees.

10.2 No Labels: No writing or labels shall be placed on any door, wall, or surface of the common areas, mailboxes, intercom devices, signs, parking spaces, or any other place or surface of the common areas, without the prior written consent of the Board of Trustees.

10.3 Window Treatments: No window treatments, except for curtains, draperies, and vertical and horizontal blinds, which are white or neutral in color, shall be placed in or at any interior window locations visible from the common areas.

## **ARTICLE 11. LANDSCAPING**

11.1 Unit Owners may plant annuals and small flowering perennials in the garden space abutting their unit except for plants that are invasive (mint, ivy, myrtle, etc.), poisonous, in any way odorous or offensive, or not in keeping with the general appearance of attractiveness of the property. Such plantings are subject to the final judgment of the Trustees. The only plants permitted are actual living plants. Any artificial flowers, plants, or other arrangements are prohibited from any exterior display unless specifically allowed pursuant to holiday exemptions made by the Trustees.

11.2 If Unit Owners plant annuals or perennials, it is the Unit Owner's responsibility to maintain his/her garden area in an attractive state. If such area is not maintained by the Unit Owner, the plantings may be removed at the Trustee's discretion and at the Unit Owner's expense.

11.3 Neither the Trust nor its designated landscape contractor or arborist may be held responsible for any damage to or removal of any annuals or perennials planted by Unit Owners.

11.4 Written permission from the Trustees is required before a Unit Owner may change the appearance of a designated garden space abutting his/her unit other than the planting of annuals and small flowering perennials as noted above.

## **ARTICLE 12. NOISE, BEHAVIOR, AND PETS**

12.1 Unit Owners, residents or family, servants, employees, agents, visitors, lessees, or licensees of such owner are prohibited from engaging in any activities which would be considered offensive to their neighbors. Generally, noise of any kind should be kept to a minimum between 11:00 p.m. and 8:00 a.m. This includes noise from guests or invitees of a resident or Unit Owner. Your cooperation is essential if the condominium is to be a pleasant place to live. Should violations of these rules occur, the Unit Owner will be subject to fines and/or legal action.

12.2 Unit Owners shall not sweep or throw any dirt or other substances from doors, windows, or balconies of his/her unit. Refuse from the units shall be disposed of only at such times, place, and in such manner as the Board of Trustees shall direct.

12.3 Any damages to any unit or common area and/or limited common area must be immediately reported to the Management Company or the Trustees. The cost of repairs for any damages caused by residents or their family members, visitors, lessees, or contractors will be assessed to the account of the responsible Unit Owner.

12.4 Nothing shall be done or kept in any Unit or in the common area which will increase the rate of insurance of the building, or contents thereof, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or kept in the unit or in the common area which will result in the cancellation of insurance on any of the common areas or units, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common area.

12.5 One customary house pet may be kept in any unit without the prior written permission of the Board of Trustees, provided such pet does not create a nuisance and that such pet is on a leash when in or about the common areas. Additional pets may be allowed by obtaining the approval of the Trustees, which approval shall not be unreasonably withheld. Such permission for additional pets may be revoked if said additional pets cause a nuisance to other Unit Owners.

12.6 Pet owners must immediately clean up after their pets. Should landscape damage or pet soiling occur in any common area, the pet owner must immediately clean up and repair any damage caused by their pet.

12.7 The maintenance, keeping, boarding or raising of livestock, poultry, ferrets, or reptiles of any kind, regardless of number, is prohibited within any unit or upon the common areas.

12.8 No animals, reptiles, or pets may be kept, bred, or maintained for any commercial purposes.

12.9 Any allowed pet causing or creating a nuisance or unreasonable disturbance or noise shall be removed permanently from the property upon ten (10) days' written notice from the Board of Trustees.

12.10 In no event shall any animal be permitted in any portion of the common areas, unless restrained by a leash, transport box, cage, or carried except for areas designated therefore.

12.11 No animal shall be permitted in any exterior common area, except for those areas specifically designated by the Board of Trustees.

12.12 Animals must be kept on short leashes or carried while in the common area.

12.13 Pets are not to be left unattended on any patio, deck, porch or balcony, or any other common area.

12.14 Unit Owners will be held liable for any violations of either their guests and/or tenants of the above regulations.

### **ARTICLE 13. ASSESSMENTS AND FEES**

13.1 Association assessments are due on the first (1<sup>st</sup>) of each month and delinquent if not paid by the seventh (7<sup>th</sup>) of the month.

13.2 Assessments delinquent sixty (60) days or more may be turned over to an attorney or collection agency for collection. All expenses incurred by the Association to collect delinquent dues and fees shall be paid by the Unit Owner, in accordance with Massachusetts General Laws, Chapter 183A.

13.3 All units to be sold shall be registered with the Managing Agent on behalf of the Board of Trustees and the Association. There will be a charge to the Unit Owner for the documents (6D Certificate, etc.)

### **ARTICLE 14. INSURANCE**

14.1 The Master Insurance Policy carried by St. Mary's Condominium, as set forth in the Declaration of Trust, provides coverage for all permanently installed fixtures, improvements, and betterments within each unit except for any furniture, furnishings, , or household and personal property belong to and owned by the Unit Owner or tenants.

14.2 Any claims made against the Master Insurance Policy are subject to a deductible currently of \$5,000. Deductibles may be higher for certain types of losses and may increase after the date of the rule.

14.3 Each Unit Owner should purchase an individual policy for protection of their personal property, loss of use and dwelling risks (HO6 policy). This coverage should include a minimum of \$5,000 under "Coverage A – Dwelling" to cover the master policy's deductible. Unit owners suffering damage will be responsible for the master policy deductible.

14.4 Each Unit Owner should consult his/her insurance agent to affirm he/she has adequate coverage in case of a loss for items not covered under the master insurance policy.

14.5 It is recommended, but not required, that each Unit Owner also purchase personal liability insurance to protect against bodily injury and/or property damage resulting from, for example, someone falling on stairs inside the unit. Each Unit Owner should consult with his/her insurance agent to determine the appropriate level of coverage.

## **ARTICLE 15. ENFORCEMENT**

15.1 It is the responsibility of each Unit Owner to know the terms and provisions of the Declaration, Bylaws, Rules and Regulations, and to have read the Handbook of the Association. Each owner is responsible for advising guests of the owner of any provision of the Declaration, Bylaws, Rules and Regulations, and Handbook which apply to them. These Rules and Regulations/Handbook are provided as a supplement to the Master Deed, Trust and Bylaws and are not meant to relieve any owner from the obligation to know the provisions of the Master Deed, Trust and Bylaws. Owners shall also comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to the use of the condominium.

15.2 Each owner or occupant of a unit shall comply with the provisions of the Master Deed, Trust, Bylaws, and Rules and Regulations of the Association, as they may be amended from time to time, and with all decisions made by the Board or the Association pursuant thereto. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Association's Managing Agent on its behalf, or by the aggrieved owner. To enforce the Rules and Regulations, the Board may also levy monetary fines.

15.3 The Board can take any other legal action appropriate or remedy or penalize a violation of these Rules, the Bylaws, or the Condominium Documents. In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred, and the remedy thereof, to an agent, including but not limited to a single or group of Trustee(s), or Officers, or the Property Manager.

15.4 Owners shall be financially responsible for all damages caused by their guests, and for any fines imposed as the result of conduct on the part of their guests or invitees.

## **ARTICLE 16. VIOLATIONS**

16.1 The Trustees shall enforce obligations of the Unit Owners and may levy fines against the Unit Owners for violations of the M.G.L. c. 183A (the Condominium Act), Master Deed, Declaration of Trust, Bylaws, and Rules and Regulations (collectively “governing documents”) governing the conduct of the Unit Owners, residents, and persons for whom they are responsible as follows.

16.2 Each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner(s) involved as if the fines were common charges owed by the particular Unit Owner(s). If any expense is incurred by the Trustees as a result of a Unit Owner’s failure to abide by the Condominium Act, Master Deed, Declaration of Trust, Bylaws, Restrictions, Rules and Regulations, or by the misconduct of a Unit Owner or his family members, tenants, or invitees, the Trustees may assess those expenses exclusively against the Unit Owner and such assessment shall constitute a lien against that unit and shall be enforceable as a common expense.

16.3 If a resident has a complaint submitted against them, he or she may contest it at the next regular meeting of the Trustees. All involved parties will have an opportunity to make their case at the meeting.

16.4 The Trustees are empowered by the Declaration of Trust to levy fines for each and every infraction of these Rules and Regulations. Remediable violations must be corrected within a reasonable time as determined by the Trustees. In the case of multiple infractions of these Rules and Regulations, or infractions continuing over a number of days (or beyond any reasonable time as determined above), each occurrence and/or each day that an infraction continues shall be considered a separate violation and shall give rise to a separate fine. The Trustees may, at their option, delegate collection authority to the Management Company.

16.5 All fees and costs assessed pursuant to any violations of the Resident Handbook shall be subject to collection in the same manner as common charge and shall be subject to a late fee and costs of collection as set forth in the Declaration of Trust, and shall constitute a lien on the unit pursuant to the provisions of said Declaration of Trust and M.G.L. c. 183A.

### **ARTICLE 17. FEE/FINE SCHEDULE**

17.1 The following is a summary of fees and fines adopted by the Association to ensure proper administration of the Condominium.

Fees: Monthly assessment late fee	\$50.00
Returned check fee	\$25.00
Resale Certificate fee	\$85.00
Fines: 1 <sup>st</sup> Notice (Warning)	\$0
2 <sup>nd</sup> Notice	\$20.00/day
3 <sup>rd</sup> Notice	\$20/day

17.2 To enforce the Regulations, the Board may levy monetary fines of \$20/day for the second notice of a violation and \$20/day for the third notice of a violation. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Trustees. Such fine(s) shall be added to the monthly assessment for the first month following the violation, and shall be enforceable in the same manner as is provided for in the collection of monthly assessments.

*Any Rule found to be invalid shall not invalidate any remaining Rule in this document. In the event of any conflict, the Bylaws, Master Deed, Special Permit and the General Laws of the Commonwealth of Massachusetts will take precedence over these Rules.*