

## Hilltop Farm Rules and Regulations

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These Rules and Regulations are adopted for the benefit of Owners of Units at Hilltop Farms Condominium (the "Condominium"). They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere with, restrict, or burden the use of property.

All owners, residents, tenants, and guests are required to abide by these rules which are meant to supplement and enforce the provisions of the Master Deed and Condominium Trust for the Condominium.

Failure to abide by these Rules and Regulations will result in fines per the enforcement section.

### **Definitions:**

Unit Owner – person or persons listed on the unit deed

Tenant – person or persons leasing unit from Unit Owner

Resident – any person or persons residing on the property

Guest – person or persons visiting any Unit Owner, Tenant, or Resident

Common Area – refer to Section 6 of the Master Deed (e.g. all other areas on the property not covered by buildings or Limited Common Area)

Limited Common Area – refer to Section 7 of the Master Deed (e.g. decks, driveways, sidewalks, porches, steps, planted areas adjoining unit, and heat / cooling equipment)

1. **MASTER INSURANCE:** Nothing shall be done or kept in any Unit, Limited Common Area or Common Area which will increase the rate of insurance of the Condominium. No unit owner shall permit anything to be done, or kept which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law.
  
2. **COMMON AREAS:** No use shall be made of the Common Elements other than the uses permitted in the Master Deed, the Trust or by the Trustees. Unit Owners of a Unit, their family members, tenants, and guests shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the Condominium. The Common Areas shall not be obstructed, littered, defaced or misused in any manner. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other persons (family members, tenants, and guests) for whose conduct the Unit Owner is legally responsible.
  
3. **ADDITIONS TO EXTERIOR OF THE BUILDING AND LIMITED COMMON AREAS:** Changes or fixtures affecting the appearance of the exterior of any building, such as, without limitation, light fixtures, skylights, chimneys/fireplace vents, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screens and enclosures, statues, urns, animal facsimiles, fences, landscaping, vegetable or flower gardens, or the like shall be made only with the written consent of the Trustees of the Condominium Trust (the "Trustees"). No part of the common areas and facilities of the Condominium shall be decorated or furnished by a Unit Owner or Tenant in any

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manner, nor shall the exterior of any surfaces of the windows, walls, or doors opening out of a Unit be painted or otherwise decorated in any manner, except with the prior written approval of the Trustees and in accordance with the provisions of the condominium documents.

4. **IMPROVEMENTS:** No Unit Owner shall make structural addition, alteration, or improvement (of either a temporary or permanent nature) in or to the Unit, or any Limited Common Element without the prior written approval of the Trustees. The Unit Owner may be assessed and is responsible for the increased insurance costs related to any major improvement to their Unit.
5. **NOISE:** Owners, families, guests, and tenants will be expected to reduce noise levels after 8:00 p.m. Sunday through Thursday and 10:00 p.m. on Fridays and Saturdays so that neighbors are not disturbed. At no time are musical instruments, radios, televisions, or other activities to be so loud as to become a nuisance. Vehicles are to be driven in a manner at all hours of the day so as not to generate excessive noise to disturb the neighbors.
6. **OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS:** Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside the Unit, except for appropriate seasonal use furniture, which when used outside, shall be maintained and located on the deck only and in such fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.
7. **OUTDOOR GRILL;** A gas barbeque grill (no charcoal of any type) must be stored on the deck and located along the outermost rail. Any part of the grill must be a minimum of 7 feet from the building. Grills must not be used or stored under any deck. Grills must be attended to at all times when in operation. No barbeque grills may be used inside any unit or garage.
8. **APPEARANCE:** All window treatments shall be white as seen from the exterior of the building (i.e. curtains with a white liner or blinds that are white on the exterior side). No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a Unit or on a deck or exposed on any part of the Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be shaken or hung from or on any of the windows or doors. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors, or windows thereof, any dirt or other substance. No air conditioning equipment may be installed in the window of any unit.
9. **STORAGE;** There shall be no storing or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, boats, or other items in any part of the Common or Limited Common Areas.

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- 10. FLAMMABLES STORAGE;** No Unit Owner or occupant or any of his agents, tenants, or visitors shall at any time bring into or keep in his or her Unit or the Common Areas any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids as are customary for residential use (ex. oil for oil lamps). No storage of LP gas cylinders (full or empty) over 1.1 lb in any part of the unit. One small 1.1 lb LP gas cylinder may be stored in the garage. The storage of any other regulated combustible substances must be per Grafton Fire Dept Regulations and the Commonwealth of Massachusetts Regulations.
- 11. IMPROVEMENTS TO COMMON AREAS AND FACILITIES;** Improvements to and landscaping of the Common Areas and Facilities (ex. supplement plants) shall be done only by the HOA or in such cases as written permission of the Trustees has been obtained. Original plants may not be removed. Planting of fruits or vegetables is absolutely prohibited in or on any Limited Common, or Common Areas (including all conservation land).
- 12. IMPROPER USE OF COMMON AREAS AND FACILITIES;** There shall be no use of the Limited Common Areas or Common Areas and Facilities which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the unit owners There shall be no obstruction of the common areas and facilities without written approval and permission of the Trustees. No unauthorized person, including Unit Owners, tenants, residents, guests, contractors (ex. satellite dish installers), shall be permitted on the roof of the condominium buildings. There shall be no organized sports activities, or picnicking or fires, in those areas, unless approved in writing by the Trustees. Frisbee throwing and ball playing are not allowed on the property except in the Recreation Area. Under no circumstances may a fire of any kind be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the local Fire Department or fire law, ordinance, rule or regulation.
- 13. HOUSEHOLD PETS;** No more than two (2) common domestic pets (excluding fish) shall be kept in any unit. Such animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if properly caged). Under no circumstances are reptiles or "exotic" animals to be kept in any unit. Upon petition by any unit owner, the Trustees shall have the right to approve or disapprove the keeping of any pet other than those species previously listed.
- a. Any unit owner or tenant desiring to bring a dog or cat into the community must register the dog or cat with management yearly. Such registration shall include a copy of the "Household Pets" section of this document and a copy of the registration shall be placed in the minutes of the Trustees meeting acknowledging its receipt.
  - b. All dogs and cats shall have rabies and distemper vaccinations annually and documentation will be provided with yearly pet registration.

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- c. No dog, cat or other pet shall be allowed in or on the Common Areas or Limited Common Areas unless it is on a leash held by the unit owner, tenant, or other responsible individual.
- d. No cages or "runs" shall be constructed on the Common Areas.
- e. No pet shall be tied to any Common Area or Limited Common Area at any time except to external decks when owner is present.
- f. The defecation by any pet on any Common Area or Limited Common Area shall be immediately and properly disposed of by the owner.
- g. The repair of any damage caused by a pet, including but not limited to staining of grass and shrubs, shall be the responsibility of the unit owner in which the pet lives. The Trustees are authorized, in their sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, and Unit Owner in which the pet lives shall be assessed the cost of such repair.
- h. Any repeated disturbance caused by a pet shall be cause for the pet's removal from the premises, by vote of the Trustees recorded in the minutes.
- i. There shall be no breeding of any animals in any unit.
- j. Each pet owner shall be responsible for any loss, liability, damage or expense for any actions of his or her pet(s) within the Condominium and hold the Trustees and each of the other Unit Owners and their respective agents and employees harmless.

**14. DRIVEWAYS AND PARKING AREAS;** Owners, tenants, and visitors may park only non-commercial vehicles in their own driveway and guest parking areas. No vehicle may be parked on or driven on any grass surface. With the exception of changing a flat tire, or cleaning, washing and/or waxing a vehicle, no type of vehicle maintenance is permitted on the driveways or in the unit owner's garage. Use of the parking spaces and/or driveways for purposes other than parking (e.g. storage of furniture, automotive repair / maintenance, furniture refinishing, etc.) is prohibited.

**15. VEHICLES;** All Unit Owners and tenants are required to register each of their vehicles with the HOA yearly. Only cars and light trucks without signage are permitted to park overnight in the guest parking or driveway areas. All vehicles within the confines of the Condominium must be in operable conditions and have current license plates and required state inspection stickers. Any vehicle not in conformance with the above may be moved or removed by the Association, without notice and at the expense of the owner. Under no circumstances are vehicles permitted on other than designated paved areas of the condominium. No vehicle shall be parked so as to block access to any roadway, sidewalk, or parking area. No overnight parking on the roadway is allowed. Any person parking a vehicle illegally shall be subject to their vehicle being towed and/or the imposition of a fine by the Condominium. In the event a vehicle is towed, all costs associated with the removal of the Vehicle shall be paid for by the owner of the Vehicle and the Condominium shall not be held responsible for any damage to the Vehicle. No unregistered off road vehicles (e.g. ATV, etc.) or powered recreational vehicles (e.g. powered scooter, etc.) may be used anywhere on the property. All vehicles must obey the 20 MPH speed limit on all Condominium property.

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- 16. SNOW REMOVAL;** During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their car from the parking area until the snow plowing is complete. The Trustees are authorized to impose a per occurrence fine for failure to do so.
- 17. SIGNS;** Unit owners may not display "For Sale" or "For Rent" signs in windows of or otherwise on the exterior of their Units nor may the Unit Owners place window displays or advertising in windows of such Units or on the Common Areas. Real estate agents may display signs on property only on day of an Open House.
- 18. ABUSE OF MECHANICAL SYSTEMS;** The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.
- 19. CAMPER, TRAILER, BOAT, ETC., STORAGE;** No trucks or similar heavy duty vehicles, snowmobiles, motorcycles, boats, utility trailers, boat trailers and camping trailers will be allowed within common or limited common areas of the Condominium unless appropriate, temporary or permanent storage arrangements have been approved in writing by the Trustees. This prohibition includes the overnight storage of such vehicles and equipment. When such permission is granted, the vehicle shall not be used as living quarters.
- 20. OFFENSIVE ACTIVITIES;** No owner may use or maintain his or her Unit, Limited Common Area or the Common Areas on any part of the condominium property for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive. No Unit Owner, their family, agents, visitors, or tenants shall engage in or permit offensive activities that are either willful or negligent such that they:
- a. may become an annoyance, nuisance, or interference of the rights, comforts, or conveniences of the other Unit Owners or occupants;
  - b. may or does cause damage or removal any article or thing of value to any other Unit or to the common areas and facilities of the Condominium.
- Any Unit Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the costs to repair or replace the item removed or damaged and the Trustee may assess the cost to the Unit Owner.
- 21. MOVING;** Moving Companies or other furniture movers, including Unit Owner and/or tenants shall conduct all moving activities between the hours of 8:00 a.m. and 8:00 p.m.
- 22. LITTERING;** There will be no littering. Paper, cans, bottles, cigarette butts, and other trash is to be deposited only in trash containers and under no circumstances are such items to be dropped or left on the Common Areas.

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- 23. TRASH DISPOSAL;** All garbage, trash, cans and bottles must be bagged or wrapped and placed in the designated trash receptacles provided to each Unit Owner. No trash shall be placed in Common or Limited Common Areas. Each Unit Owner or Tenant is responsible to dispose of any trash articles too large to be disposed of by normal residential trash pickup. All trash receptacles must be stored inside of garage except on the designated trash collection day. All trash receptacles must be placed curbside by 7:00 AM on collection day and removed by 7:00 AM the following day. No trash receptacles can be placed outside before 5PM the day prior to collection day. Unit owners not available on collection day must make arrangements to insure the trash receptacle is placed outside and removed per this schedule.
- 24. STRUCTURAL INTEGRITY OF THE BUILDINGS;** Nothing shall be done in any Common Areas or Facilities which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said areas which would structurally change any building, without the prior written permission by the Trustees.
- 25. DAMAGE;** Any damage to any Building, Common Area or Limited Common Area caused by a Unit Owner, his family, guests, agents, employees, or tenants shall be the responsibility of the Unit Owner.
- 26. SAFETY;** Each Unit Owner assumes responsibility for his own safety and that of his family, guests and tenants. All owners, residents, and tenants are responsible to insure the dryer vents kept clear of lint to prevent fires. No plastic dryer vent hoses may be used on any dryer.
- 27. PLUMBING;** Each Unit Owner shall keep his or her Unit in a good state of preservation. Plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed. Any damage to the plumbing or fire sprinkler system of any building resulting from such misuse shall be paid for by the Unit Owner.
- 28. KEY, LOCKS AND ENTRY;** The Trustees or the Managing Agent do not retain keys or pass keys to any of the Units. The Unit Owner is expected to permit entry of the Unit when required to service any common systems (ex. fire sprinklers) or an emergency related to an adjacent unit within the same building (ex. gas or water leak). 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 Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insect or other pest affecting the adjacent Units, provided that such right will be exercised in such a manner as will not unreasonably interfere with the residential use of the Units.
- 29. GUEST;** Owners and tenants will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners or tenants, the Trustees shall have the right to request that the guests leave. Responsibility for such supervision shall

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rest with any Unit Owner who is the host of such guests.

- 30. COMPLAINTS;** Complaints of violations of these Rules and Regulations should be made to the Trustees in writing via their Managing Agent. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Trustees as to what action has been taken. Each Owner has the right to protect his interest in the event the Trustees choose not to take action on a complaint. The Trustees are not required to take any action upon receipt of a complaint.
- 31. AMENITIES;** Only residents of the Condominium and their guests may use the condominium amenities appurtenant to units in the Condominium, if any. Proper usage is defined in section 12.
- 32. VENDING, PEDDLING OR SOLICITATION;** No person, including any Unit Owner or tenant, shall enter, or go through the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Trustees and must carry a copy of this permit when on the property.
- 33. AMENDMENT;** These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided that a written communication is sent to each Owner advising her or him of the change. Unit Owners are responsible to update their Tenants of these changes.
- 34. DELEGATION OF POWERS;** The Trustees shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.
- 35. WATER USAGE:** All Unit Owners, residents, and tenants are expected to abide by all water restrictions issued by the Town water authority.
- 36. ENFORCEMENT;** The Trustees are authorized, in their sole discretion, to impose monetary fines or penalties for violation of these Rules and Regulations. Further, the Trustees have the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which, under the circumstances, would be unfair or impractical to enforce.
- a. Upon receipt, by the Chairman of the Trustees or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules and Regulations or other provisions of the Master Deed and Condominium Trust for the Condominium herein established or hereafter established or adopted by the Trustees, a simple majority

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Trustees, without a formal meeting of the Trustees, shall make a determination as to the validity of the complaint.

- b. If in their determination the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of five (5) days from the date of receipt of such notice, another notice will be sent levying a fine of up to \$50.00 upon the violator; such fine is to be considered as an additional Common Charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Trust. If after imposition of a fine the violation is not corrected or eliminated, the Trustees may assess additional fines of up to \$50.00 each day after serving written notice upon the violator as provided for above.
  - c. If the violation results in loss of or damage to property classified as Common Area, the Trustees shall itself or direct the Managing Agent, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.
  - d. Any costs incurred by the Trustees to remedy or cure any violation of these Rules and Regulations or other provisions of the Master Deed and Condominium Trust for the Condominium as herein or hereafter established, shall be an additional common expense charged to the violator in addition to the Fifty Dollar (\$50.00) fine(s) levied upon the violator. Fines may be levied against a Unit Owner's Tenant, and the Unit Owner shall be jointly and severally liable with his or her Tenant for the payment of same. In the event the Condominium institutes legal action for the collection of any fines or the enforcement then the Defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.
37. **RIGHT TO A HEARING;** Any Unit Owner or Tenant aggrieved by any fine or penalty imposed by the Trustees will be granted a hearing, provided that said Unit Owner or Tenant requests a hearing in writing within five (5) days of the grievance. Said hearing shall be held within twenty-one days of receipt of the written request for hearing, and shall be conducted in a closed session. The party aggrieved, the Unit Owner and/or his/her representative, and the complainant are required to attend the hearing.

Updated: January 2016

ATTEST: WORC. Anthony J. Vigliotti, Register



