

# SWANSON MEADOWS CONDOMINIUM II TRUST

## SCHEDULE A

### RULES & REGULATIONS

Amended June 2022

The following rules and regulations detail the operation and use of the condominium and common elements. All Unit Owners are expected to adhere to the rules and regulations. It is the Unit Owners responsibility to ensure that their visitors, guests, and any renter of their unit adhere to them as well. Any Unit Owner not adhering to these Rules and Regulations may be subject to fine, as detailed in Schedule B hereto, at the sole discretion of the Board of Trustees.

#### COMMON ELEMENTS:

1. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements **without the prior written consent of the Board of Trustees.**
2. No use shall be made of the Common Elements except as permitted by the Board of Trustees.
3. Nothing shall be done or kept in the Common Elements, which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, **without the prior written consent of the Board of Trustees.** No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
4. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Condominium, and no sign, awning, canopy, satellite dish, radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on any window, **without the prior written consent of the Board of Trustees.**
5. Unit Owners will not be allowed to put their names on any building or Common Element.
6. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of the buildings, or which would structurally change the buildings without the **prior written consent of the Board of Trustees**

7. No clothes, clotheslines, sheets, blankets, laundry, or any kind of other articles shall be hung out of the unit or exposed on any part of the Common Elements. The Common Elements shall not be obstructed and shall be kept free and clear of all rubbish, debris, and other unsightly materials.
8. The use of the Common Elements, by Unit Owners, 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 the Trustees nor their respective agents, servants, employees, successors, or assigns, shall bear any responsibility, therefore.
9. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized for any Unit **without the prior written consent of the Board of Trustees**. During the holiday season reasonable outside decorations and decorative lights are permitted. Such decorations and decorative lights may not be permanently attached with nails, screws etc. In addition, all decorations and decorative lights must be removed within 10 days after the holiday.
10. Nothing shall be altered or constructed in or removed from the Common Elements except upon the **written consent of the Board of Trustees**.
11. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner **without the prior written consent of the Board of Trustees**. Nothing is to be hung from any door or window other than reasonable traditional holiday or seasonal decorations.
12. No painting or staining on the exterior of any units is allowed, except the door of any unit may be painted in a color **approved by the Board of Trustees**.
13. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all the rules, regulations, requirement or recommendations of the 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 electrical equipment in such Unit.
14. Any maintenance, repair or replacement of Common Elements which is the responsibility of the Unit Owners pursuant to the Master Deed of Declaration of Trust shall be done only by contractors or workmen **approved by the Board of Trustees**.

15. No Unit Owner or occupant shall at any time bring into or keep in their Unit or garage any propane tanks, flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting or cleaning fluids as are customary for residential use.
16. No window air conditioning units are permitted.
17. **The Board of Trustees must approve** the style and/or design of storm doors before they are installed.
18. Barbecue grills are permitted on the rear patios of each unit. Unit Owners should be mindful of the proximity of grills in relation to the house and privacy fences. The vinyl siding and fence cladding will melt if the grills are located too close. Damage caused by grills will be the responsibility of the Unit Owners.
19. In sink garbage disposals are not allowed under any circumstances.

#### **NOISE & DISTURBANCES:**

20. No offensive activity shall be carried on in the Common Elements, 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.
21. No Unit Owner shall make or permit any disturbing noises by such Unit Owner or by such Unit Owner's family, servants, employees, agents, visitors, renters, and licensees, nor do or permit by such persons that such will interfere with the rights, comforts, or convenience of other Unit Owners.

#### **PARKING & MOTOR VEHICLES:**

22. Unit Owner shall have the exclusive right to use the attached garage and driveway of their unit to park vehicles. The garage and driveway must be used as the primary parking spaces. All such vehicles must be fully registered in accordance with applicable statutes and regulations.
23. Except in areas designated by the Board of Trustees, there shall be no parking of motor vehicles. Parking is permitted in the garage and driveway of each unit. Vehicles parked in the driveways must not obstruct sidewalk areas.
24. No Unit Owner/Renter shall park more than three (3) vehicles within the Condominium, **without prior written consent of the Board of Trustees.**

25. No overnight parking of vehicles in the street is allowed. Vehicles may be parked on the condo side of the street or in the cul-de-sac during the daytime. Vehicles must never be parked on the sidewalks.
26. No parking is allowed on the golf course side of the street except in the designated visitor spots.
27. No repairing of motor vehicles shall take place with the Condominium Complex, nor shall driveways be used for any purpose other than to park motor vehicles.
28. The parking area across from each building is designated as a visitor parking and not assigned to a particular unit.
29. No Unit Owner shall use more than one visitor space for overnight parking without prior written consent of the Board of Trustees.
30. When any Unit Owner/Renter will be away from their unit for any period of time, their vehicle(s) must not be parked in a visitor space. Their vehicle(s) must be parked in the garage and/or driveway.
31. No commercial vehicles, motor homes, campers, trailers, boats, boat trailers or other "oversize" vehicles may be parked on the premises except to the extent that a commercial vehicle is doing work on the premises.
32. During the winter months, all vehicles parked in a visitor space must be moved for snow removal. Owners and residents who fail to move their vehicles will be responsible for clearing the snow from all parking spaces the plow could not clear due to the vehicle being left in the way.

**COMMUNITY SPEED LIMIT:**

33. The speed limit within the community is 10 miles per hour. It is the Unit Owners responsibility to inform their guests of this regulation.

**BOARD OF TRUSTEES RIGHT OF INSPECTION:**

34. The agents of the Board or managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification to the unit owner (except

in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.

**UNIT OWNER RESPONSIBILITY:**

35. Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, guest, agents, servants, employees, licensees, and lessees.

**PET REGULATIONS:**

36. No domestic pets over forty pounds (40 lbs.) in weight other than a registered and certified "seeing eye dog" medically necessary for the benefit of a Unit Owner or their resident family member shall be housed in any unit. No unit, in any event, shall have more than one such pet. By majority vote of the Board of Trustees, nonetheless, the requirements of this regulation may be waived on a "case by case" basis, at the request of any Unit Owner or prospective Unit Owner. Household pets may be permitted in the Common Elements, subject to the following regulations:

- a. All dogs must be licensed by the Town of Billerica, MA ordinance. It is the Unit Owners responsibility to ensure that they comply with all Town ordinances regarding the licensing and/or proper shots for their pet.
- b. Such pets may not be kept, bred, or maintained for any commercial purposes.
- c. All pets are to be leashed and walked only in areas specified by the Board of Trustees for such purposes. Designated areas specified by the Board of Trustees include: at the top of the leach field; the wooded areas across from the units adjacent to the golf course (but not on the golf course property) and the wooded areas behind the buildings where possible.
- d. Pets are not allowed to defecate or urinate on condominium lawns, shrubs, shrub beds or sidewalk areas. All wastes generated by such household pets in or on any portion of the Common Elements or in any Unit (other than the Unit of the owners of such pet) shall be immediately removed and properly disposed of by the Owner of such household pet.
- e. Each Unit Owner keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Elements, is offensive or causes or creates any nuisance or unreasonable disturbance of noise shall be:

- i. Fined in the amount determined by the Board of Trustees or assessed by the Board of Trustees for the cost of repair or cleaning or elimination of such nuisance, and/or
  - ii. Required by the Board of Trustees at their sole discretion to permanently remove such pet from the Condominium upon three (3) days written notice from the Board of Trustees.
- f. Residents shall prevent their pets from becoming a nuisance to adjoining residents.
- g. Pets shall not be left unattended in any fashion in any Common Element.
- h. Pet owners are responsible for any damage caused by their pets. Charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the pet owner. The pet owner will also be responsible for all attorneys' fees, costs, and court costs in enforcing this rule and regulation and all other rules, regulations, and restrictions.
- i. Condominium owners who lease/rent their unit are liable for any violations of the pet rules and regulations by their tenants.

**WATER USAGE RESTRICTION:**

- 37. To ensure the expected useful life of the shared septic system the average use of water by any individual unit shall not exceed two hundred and twenty (220) gallons per day.

**TRASH RECEPTACLES:**

- 38. Trash receptacles must be put in the street close to the asphalt berm and not on the sidewalks blocking their use. Receptacles must not be put out prior to 6 p.m. on the evening before pick-up and must be put away by 7 p.m. the day of pick-up. Trash receptacles must be stored out of sight of the Common Elements. It is the Unit Owners responsibility to ensure that this rule is adhered to in the event they are going to be away.

**DRYER VENT DUCTS:**

- 39. Dryer vent and duct cleaning will be performed once a year. The Board of Trustees or the management company will schedule such cleaning with a licensed vendor to acquire

a better quantity cost and to ensure cleaning is accomplished professionally. Payment for the cleaning will be the responsibility of each Unit Owner and will be charged by the Board of Trustees or the management company.

**GENERAL PROVISIONS:**

40. 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.
41. These Rules and Regulations may be amended from time to time as provided in the Trust.
42. Non-adherence to any Rule and Regulation will be subject to a warning for the first offense. Monetary fines will be levied for subsequent offenses. See Schedule B attached hereto.

**SWANSON MEADOWS CONDOMINIUM II TRUST**

**SCHEDULE B**

**FEE SCHEDULE**

**CONDO LATE FEE:** Fees are due on the 1<sup>st</sup> of each month. Late fee of \$25 will be assessed if not received by the 15th of the month for any balance owed over \$50.

**6D CERTIFICATE:** \$125 (subject to change)

**RETURNED CHECK FEE:** \$35 (subject to change)

**CONDO QUESTIONNAIRE:** \$125 (subject to change)

**RULES & REGULATIONS VIOLATIONS:**

1<sup>st</sup> offense – written warning

2<sup>nd</sup> offense - \$50

3<sup>rd</sup> offense - \$100

Each subsequent offense - \$150

