

DEER HEDGE RUN CONDOMINIUM ASSOCIATION

RESIDENT HANDBOOK

REVISED November 2015



This handbook may not include additional rules that have been approved by the Board that are not yet stated in the handbook. These rules are either documented by letters to the community, newsletters or letters sent to individuals about general or specific problems. Such rules are in full effect even if they may not be completely stated in the handbook at this time and even if the letters and/or newsletters represent changes to the handbook not yet printed. The version of this handbook published on our internet site is the latest official version and supersedes any other version.

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FORWARD

This Resident Handbook has been prepared by the Deer Hedge Run Condominium Trust Board of Trustees for the benefit of all owners and residents of the Deer Hedge Run Condominium. It contains important phone numbers, general information about Deer Hedge Run Condominium, Rules and Regulations, Policies and Procedures etc. Additional important information is also contained in Deer Hedge Run Condominium Trust Documents, which each owner should have received upon acquisition of his/her unit. Additional copies of the Trust Documents are available for a fee at the office of the Association. Throughout this Handbook, the Deer Hedge Run Condominium Association may be referred to as "DHR."

In the event that you sell your unit, a copy of the Resident Handbook and the Condominium Documents should be provided to the new owner. If you decide to lease your unit, you must provide your tenant with a copy of this handbook; you must provide the Board of Trustees with a copy of the lease; and the lease must contain clauses that cause the lessor to acknowledge receiving this Handbook, recognize that he/she has the use of two parking spaces, and that he/she agrees to follow all Rules and Regulations set forth by the Board, the condominium documents and Massachusetts General Law Chapter 183A (addendum to lease available for this purpose). No lease may be for less than a 6-month period.

Massachusetts General Law Chapter 183A is the current state law governing condominium associations. Throughout this Handbook reference to applicable law means reference to Massachusetts General Law Chapter 183A, as it may be amended, and any other relevant Massachusetts or federal law governing condominium associations.

MESSAGE FROM THE BOARD

The Deer Hedge Condominium Trust is an Association managed by a five-member Board of Trustees. Trustees take an active role in the operation of the property. Trustees are elected volunteers. The Association selects vendors to carry out the maintenance and operation of the property and perform related services.

The Deer Hedge Run Condominium, ("DHR", or the "Condominium") in Maynard, Massachusetts, has been created with the objective of providing **peaceful, congenial, and dignified residential living**. In order to accomplish this objective, the Trustees, responsible for the administration, operation, and maintenance of the Condominium pursuant to the Condominium Documents and applicable law, have adopted the Rules and Regulations set forth in this Handbook.

In order for the Unit Owners to better understand the Rules and Regulations, the defined terms used in the Master Deed of the Condominium and the Condominium Trust are used herein with the same meanings as used in said documents, except that, whenever these rules and regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey, and comply with, the term "Unit Owner" is defined in the Master Deed, and it should be noted that unit owners are fully responsible for the actions of any party that he/she allows on the property including tenants, family members, guests, etc. DHR is private, posted property, and all visitors must be invited onto the property by a unit owner.

These Rules and Regulations should not only satisfy the great majority of all the residents of DHR, but should enhance the experience of everyone living at DHR.

The Trustees believe the rules and regulations can be summarized simply – **anything a resident or guest does that disturbs another resident's peace, tranquility or use of property or that causes damage or extra expense to the common property is to be avoided.**

IMPORTANT TOWN EMERGENCY PHONE NUMBERS

Maynard Police Department: Emergencies 911
 Other Calls 978-897-1011

Maynard Fire Department: Emergencies 911
 Other Calls 978-897-1014

Ambulance: 911

Deer Hedge Run Office
25 Deer Path
Maynard, MA 01754
Phone: 978-897-8800
FAX: 978-897-3607
Email: office@deerhedgerun.net
Hours: Office hours are posted on the door to the office and at the Post Office
 (Please note that Clubhouse hours are different than Office hours.)

[Web Site: www.DeerHedgeRun.net](http://www.DeerHedgeRun.net)

In the event of a common area **non-life threatening emergency**, please call the office. If the office is closed, DHR maintains an emergency response service, and the phone number for emergency response is provided on the voicemail message of the office. Please note that the emergency service is provided for emergency use only. The Association is charged for each of these calls. Non-emergency use of the emergency use phone number will result in a charge to the unit owner account.

No phone calls or communications should be addressed directly to vendors. The Board is responsible for the operation of the property. Thus, issues related to services or other DHR issues should be directed to Association's office. Please do not contact Trustees at their homes unless there is an emergency.

In evaluating vendor service levels, please keep in mind all our vendors operate under contract, and that actual contract terms and conditions and budget constraints may differ from your expectations or assumptions.

INTRODUCTION

Deer Hedge Run Condominium consists of 155 condominium units on Route 62 (Powdermill Road) in Maynard, Massachusetts.

The Board of Trustees is responsible for enforcing obligations of Unit Owners and has the power to levy fines against Unit Owners for violations of Rules and Regulations established by the Trustees to govern the conduct of Unit Owners. No fine may be levied in excess of \$10.00 for any one violation, but each day a violation continues or each instance of a violation is considered a separate violation. (Please note that fees, as distinguished from fines, may exceed \$10.00.) Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the Rules and Regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

Public Trustee meetings are generally scheduled on the fourth Thursday of the month at 8:00 P.M. in the Clubhouse. The meeting schedule, and any changes to meeting times, is posted at the Post Office. Unit owners only are welcome to attend the meeting.

SECTION 1 - GENERAL INFORMATION

Condo Fee Payments

Condo fees are due and payable on the first day of each month. The Association strongly encourages Unit Owners to enroll in automated electronic debit (ACH) of monthly condo fees. Enrollment forms are available on the DHR web site.

There is a 9-calendar-day grace period after which a \$25.00 late fee is charged to the unit owner account. This grace period is intended to cover postal delays and any other problems that might be encountered while your payment is in transit.

Please be aware that if you employ an online bill payment service, your bank or the third party providing this service does not deposit a check to the Association's bank on the same day that funds are withdrawn from your account. Please plan to allow for the processing and mailing time to ensure that payments are received by DHR by the due date. DHR offers a free ACH service that will automatically withdraw your condo fee payment from your bank account on the first business day of each month. The Association strongly encourages Unit Owners to enroll in automated electronic debit of monthly condo fees. Enrollment forms are on the DHR web site.

Election of Trustees

The Association's first Board of Trustees was elected at a transition meeting in November 1992. The terms of the first Trustees were 1, 2, and 3 years, respectively, determined by lot to establish a staggered term of officers. Subsequently elected Trustees serve terms of 3 years. Elections take place at the Annual Meeting of Unit Owners in June of each year.

Trash Collection/Recycling

The Town of Maynard provides trash removal and recycling services to Deer Hedge Run. The town charges fees for trash removal, and current fee information may be obtained by calling the Town Clerk at (978) 897-1000. As of February 1, 2006, each 32-gallon container (not to exceed 75 pounds) of trash requires a \$2.00 sticker (green), and each Individual bag (not to exceed 15 gallons) requires a \$1.00 sticker (pink). Stickers can be purchased at local stores or the Town Hall at 195 Main Street, Maynard, MA 01754. DHR's trash is picked up on Tuesday (or Wednesday on a week in which there is a holiday on Monday or Tuesday). Trash must be put out the morning of pick

up, not earlier. Leaving rubbish outside overnight promotes scavengers. When taking out trash, please place barrels or bags in your parking space. It would be appreciated if residents used covered barrels, but if you do use a trash bag, it should be sprayed with an ammonia-based cleaner to deter crows and other scavengers.

Since August 1993, the Town of Maynard has been recycling solid waste items. Bins were supplied to homeowners for recyclable materials. If unit owners do not have a Town-supplied bin, a plastic basket can be substituted. Recyclable materials are picked up once every 2 weeks on the same day as the regular trash collection. All papers and cardboard must be tied or secured in 2' x 2' sections (around the size of a large paper bag).

In order to avoid over-filled or insecurely packaged trash or recyclables from being blown in the wind and sullyng the property, please do not over-fill containers, please use containers with secure lids, and please ensure that un-bagged materials are securely tied for pickup.

The Town of Maynard Recycling Information Brochure provides detailed information on what can and cannot be recycled, information on the Drop-Off Center, and the Collection Calendar. If you do not have the brochure, please contact the Clerk of the Town of Maynard at (978) 897-1000 to request a copy.

Subject to future change by the Town of Maynard, Christmas trees may be disposed of at the Maynard Boys and Girls Club during the month of January at 212 Great Road, Maynard.

For further information on any trash disposal questions, including disposal of oversized items or white goods, please contact the Maynard Department of Public Works at 978-897-1002 or on the web at <http://web.maynard.ma.us>.

Maintenance Service Requests

Deer Hedge Run Condominium Trust is responsible for the repair and upkeep of the common areas of Deer Hedge Run. To ask for service for a common area problem you can submit a request by calling the office or by sending a letter or by e-mailing the office at Office@deerhedgerun.net

Once a service request is received by the office, the property supervisor or other DHR staff will investigate and, if necessary, create a work order for issuance to a vendor.

Note that for cost efficiency some work orders will be grouped together so a contractor can make a single visit to the property rather than several visits.

In some cases, the office must seek Board approval prior to performing the work, or schedule the work for some time in the future if funds are not available in the budget for the particular type of work requested. In any case, the office will notify the party requesting service of the status of the service request within 1-2 business days. If a unit owner is of the opinion that a request for service is not being handled promptly, he/she may choose to inform the Trustees, preferably by calling the office to schedule a meeting the night of the next monthly condo meeting. The current status of all work orders is reviewed at each monthly Trustee meeting.

Snow Removal

Deer Path is a private way maintained by the Association and is not a part of the Maynard public road system. A contractor is hired each year to perform snow removal. Every storm is different but, generally speaking, plowing of the roadway (not parking spaces) starts when approximately 1" to 2" of snow accumulates. Every effort will be made to keep the roads clear and passable throughout a snowstorm.

In order to facilitate snow removal from parking areas, all residents must plan to move their cars as outlined below.

Plowing of parking spaces begins when snowfall stops or significantly subsides and is forecast to stop imminently. Residents are responsible for digging out and moving their vehicles to facilitate plowing. Cars must be fully cleaned off prior to moving them from the unit spaces. Cars should be cleaned and dug out immediately upon cessation of the major part of each storm in preparation for plowing. Do not wait until your building is being plowed to clear your vehicle as this results in significant delays to the plowing operation. When plowing of parking spaces is to be performed for a building, all residents must temporarily move their cars to the visitor parking spaces at the Clubhouse.

Residents must remain with their vehicles while their building is being plowed. After the parking spaces in front of your building are plowed, you must return your car to its original space so residents of the next buildings to be plowed may utilize the visitor parking spaces to await the clearing of their buildings. It is imperative that all residents cooperate. Under no circumstances are you allowed to leave your vehicle in the visitor spaces, in roadways, or in other common-use areas prior to the onset, for the duration of a storm, or during snow removal operations.

Each plow will clear one building at a time so the contractor can do a thorough job. The contractor cannot clear one space at a time as they need to plow lengthwise across the

spaces to avoid packing snow and icing on the sidewalks and to make sure neighboring spaces are properly cleared.. There are many areas on the property where vehicles not moved for plowing prevent complete plowing of large parking areas. Snowplowing operations are conducted according to pre-established patterns. For their own safety, residents are not to approach the plow drivers with special requests.

Snow stakes will be placed throughout the property to minimize property damage.

The snow removal contractor will shovel walks as well. The snow removal contractor will make every effort to shovel walkways from parking spaces to units, but often depending on the nature of the storm, walkway shoveling is begun after the plowing of parking spaces is completed. Residents are responsible for shoveling the steps leading to their doors.

If you are unable to move your car or will be out of town, please make arrangements to have a friend, relative, or neighbor move your vehicle for you or arrange to store your vehicle off the property. If vehicles are not moved for plowing, the contractor will have to clean the vehicle as well as clear the space around the vehicle and surrounding parking spaces. The extra cost associated with this special handling will be charged to the unit owner account.

Please help your neighbors clean off their cars, especially those you know to have difficulty cleaning off and digging out their vehicles due to health issues. Residents of each building are encourage to work together for efficient and successful snow removal.

Space for snow removal at DHR is very tight – please be patient and work together to get the job done as smoothly and as quickly as possible.

The Board of Trustees believes that following these procedures will benefit the community by providing for the most efficient removal of snow from roadways, parking areas, and walkways.

Ice Melt

Containers of ice melt will be delivered to all residents. This is intended for use in keeping front steps clear of ice. This ice melt will not damage the brickwork. Should you have sufficient ice melt from previous years, please stop by the clubhouse and either give what you do not need to the Office Manager or leave it on the clubhouse steps. It will be stored for future use around the property. Please do not store the ice melt container on the front porch. If, during the winter months, you need additional containers of ice melt, this same brand can be purchased at local hardware stores.

Cold Weather Precautions

During the winter season, never let your unit's temperature drop below 55 degrees in order to avoid the risk of frozen pipes. If, during the winter, a unit will be vacant for an extended period and you wish to turn off the heat to your unit, you must have a knowledgeable plumber winterize the unit. Regardless of the season, unit owners are strongly encouraged to turn off the water valves leading to their clothes washers to prevent accidental floods of their units (which may spread to adjacent units).

Landscaping

A landscape contractor is hired to perform landscape maintenance. The property is cleaned in the spring. Weekly maintenance during summer months includes lawn cutting, weeding of beds, sweeping, etc. Fall clean up includes leaf removal. Gutters are cleaned twice per year, in the Spring and in the Fall. The contractor provides landscaping services under a contract with a defined scope of service. Unit owners must not request additional landscape maintenance from the contractor without first contacting the office with suggestions or requests. Arrangements for assistance with plantings can be made with the landscape contractor only after Board approval. The unit owner will be charged by the landscape contractor for any such service.

Sale or Refinancing of a Unit

The first step in this process is to contact the office and complete the proper request form and pay the proper fee. Fees are charged for various services required in the transfer/refinance process such as coordination and issuance of 6(d) certificates; provision of a certificate of insurance; completion of bank forms, FNMA Affidavits and Condominium Questionnaires; prior year financial statements; and the Resident Handbook and new homeowner package. **Every effort will be made to provide all information in a timely manner once all appropriate forms are complete and fees are paid. To request this form, please call the office.**

The seller of a condominium is solely responsible for all communications and documentation required by buyers, attorneys, and real estate agents. The request form covers all required documents. The seller is responsible for providing copies to all other parties. The DHR Office will communicate only with the seller or one agent designated in writing by the seller. Sales and refinances generally require the following:

- **A 6(d) Certificate**. This document certifies that all fees, fines, or charges are paid in full as of a certain date. The office will issue the 6 (d) Certificate when all moneys are paid in full. Please note that a 2-week (10 business day) period is required by Massachusetts law to produce a 6(d).

- **Certificate of Insurance**. This document certifies the amount of insurance coverage provided by the master insurance policy. The prospective seller must contact the office to obtain the Certificate of Insurance.
- **Project Questionnaire**. This form is required by banks to approve the new mortgage. DHR provides only the standard Fannie Mae project form. DHR does not complete custom forms from individual banks.

Insurance

The Association maintains a Master Insurance Policy that covers structures within the Condominium. These structures are insured under multi-peril policies and liability coverage. The primary policies include Comprehensive, Umbrella, and Directors and Officers. These policies are reviewed and updated annually.

The blanket Multi-Peril Policy provides for replacement or restoration of every unit to the same structural completeness and conditions that existed prior to the loss. The Master Policy is an "all-in" policy and it covers both the exterior of the buildings as well as the **STRUCTURAL** components of the interior of the units. That is, while individual unit owners directly own the walls and floors, the Master Policy includes these items as well as the bath and kitchen fixtures. Individual unit owners are responsible for providing their own insurance coverage for furniture, personal goods including clothing and free standing appliances (TVs, refrigerators, etc.), and unit owners also must provide their own liability insurance for accidents that may occur inside a unit.

The Declaration of Trust requires that the Trustees restore a unit to its original condition as soon as possible after a fire or other mishap. Therefore, the Trust may initiate repairs on behalf of the unit owner should the unit owner fail to act expeditiously.

Although the Master Insurance Policy does insure structural components as defined, it does not insure personal property and/or certain portions of the unit.

Insurance Losses

The Trust's Master Policy scheduled calls for a \$5,000 deductible on any loss or damage which occurs. Claim payments due unit owners under the Master Policy will be made less the \$5,000 deductible. Affected unit owners will be responsible for paying the \$5,000 deductible.

Losses less than \$5,000 affecting individual units are not to be covered by the Condominium's master insurance policy. Thus, individual unit owners bear the total

responsibility for such a loss. In order to eliminate the deductible amount, unit owners should obtain casualty insurance coverage for the \$5,000.

In addition, Unit Owners are strongly encourage to purchase Loss Assessment Coverage. This insurance would cover the unit owner in the event a loss somewhere on the property exceeded the total amount of insurance recovery the Association obtained. In this case, each unit owner would be assessed 1/155 of the excess loss and loss assessment coverage would pay your portion of this charge. Most policies today do not cover water damage to a unit. Therefore, unit owners are strongly encouraged to obtain coverage for water damage. This coverage is for broken pipes, failed hot water heaters, etc., and does not include exterior flood insurance.

The total additional cost for the above two endorsements (Loss Assessment and water damage) is often reasonably priced. Unit owners are strongly encourage to full insure all improvements, fixtures, and alterations that have been added to their units, and to carry Public Liability Insurance for accidents within their own units. Essentially, all Unit Owners should consider purchasing an owner's insurance policy to insure against any losses to personal property and those items which may not be covered by the Association's Master Insurance Policy.

Responsibility for handling of claims will differ according to the location of the damages.

- Damage Only to the Outside of a Building or Any Part of the Common Property

Responsibility for bringing claims belongs only to the Association and involves the Association's Master Policy unless damage is caused by a Unit Owner, in which case the Owner's individual insurance company will be involved.

- Damage Involving Only the Inside of a Residential Unit Caused by a Natural Disaster

The current Master insurance coverage allows for the restoration of the original unit structure, (i.e., walls, floors, ceilings, and original fixtures such as cabinets and appliances), if damage is caused by a natural disaster. An accurate list of improvements and their values should be filed with the unit owner's insurance agent as the unit owner may be responsible for the restoration of all improvements made since the original construction and will be responsible for the replacement of personal belongings.

- Damage Involving Both the Outside and Inside of a Residential Unit

The responsibility here may be shared by both the Association and the Unit Owner(s). For example, the Association for damage to the original structure,

and the Unit Owner(s) for damage to improvements, interior decorations, and contents.

The above information concerning Master Insurance Policy and Insurance losses is meant to serve as a guide only. Each insurance loss must be evaluated individually by insurance advisors to determine the responsible parties and amount of coverage. Owners should refer to condominium documents for specific information concerning Boundaries of Units, Common Area and Insurance. Also, owners are encouraged to seek assistance from their individual insurance agent or the Association's agent with regard to specifics.

Moving Into or Out of a Unit

When moving into or out of a unit, noisy activities should be limited to the hours between 8:00 A.M and 8:00 P.M. the roadway should be kept clear for other drivers. Surrounding area parking spaces should not be used unless permission to do so was requested. Anyone assisting with the move must use proper visitor parking spaces at all times. Vehicles cannot be driven onto unpaved areas at any time for any reason. There are underground utilities on the property and any damage done to utilities or the landscaping will be charged to the unit owner account. A move-out deposit is required for all sales, and this deposit will be forfeited in the event of any damage or rules violations. Damages in excess of the move-out deposit are not limited by the amount of the move-out deposit. No moving vehicles, trucks, or lettered vehicles may be left on the property overnight for any reason.

Post Office (Mail House)

Residents need a key to access to the post office and a separate key to access individual post office boxes. These keys should be passed on to the new unit owner when you sell your unit. If a new post office key is needed, you may obtain one at the office for a fee of \$5.00. If an individual mailbox key is needed, residents must contact a private locksmith as the Association does not maintain individual post office box keys.

SECTION 2 – AMENITIES

Keys and Entry Cards

The Association has a security and access system for the pool and the clubhouse. To obtain an access card (one for each unit) you must be listed either as a unit owner or as a tenant on the unit lease and must be at least 18 years of age. The full access card rules are listed on the access card agreement. The access card allows entry to the clubhouse between the hours of 7:00 A.M. and 10:00 P.M and the pool between the hours of 7:00 A.M. and 9:00 P.M., and resulting police response charges will be charged to the offending Unit Owner's account. The alarm system will be triggered if anyone is in the clubhouse after 9:00 P.M. Access cards are deleted upon sale of a unit. If the seller passes the card on to the new owner, the card may be re-activated free of charge upon completion of the access card agreement. If a new card is needed, one can be obtained at the office for a fee of \$5.00.

Clubhouse

The Association maintains a clubhouse which is equipped with a kitchen, an exercise room, and the office. This clubhouse may be reserved for individual small gatherings of a social nature for a fee. This use of the clubhouse is governed by a separate set of rules and regulations that may be obtained at the office or by e-mail. The function may not be for business purposes. The use of the clubhouse for a gathering is limited to the inside, upstairs portion of the building. Social gatherings do not include use of the pool or the tennis courts. Please read the agreement carefully before setting up your planned event.

Pool

The Association maintains a heated swimming pool for the use of **RESIDENTS ONLY**. The pool is open from Memorial Day week end until just after Labor Day week end each year. Each unit may have two guests at the pool at any one time. The Pool Rules and Regulations are included later in this handbook.

Tennis Court

The Association maintains a tennis court behind the clubhouse for use of residents and their guests. Use of the tennis courts is governed by common courtesy, which should be employed to ensure all residents have a fair chance to use the courts. No dogs are allowed within the fenced boundaries of the tennis court.

SECTION 3 - RULES AND REGULATIONS

Please note that rules and regulations promulgated by the Board of Trustees are contained in this handbook and additional rules and regulations are contained in the Condominium Documents and in State Law.

A. The following Rules and Regulations are taken directly from Policy Resolution XIII, which is part of the Master Deed.

These condominium rules are for the benefit of the owners of residences at Deer Hedge Run. They are intended to preserve a clean and attractive environment and to assure the peaceful enjoyment of Deer Hedge Run by all residents. They are also intended to protect and enhance the value of the owners' property.

All residents and their guests are expected to abide by the rules, which are meant to supplement the provisions of the Master Deed and the By-Laws, as well as State and Local laws. Please note that unit owners are responsible for the actions and activities of all guests on the property. Guests include tenants, guests of tenants and any other person or vehicle on the property.

Since DHR is posted private property and since Deer Path is a private way, no one may enter the property unless he/she is the guest of a unit owner. The Police and other Town workers or vehicles including trash vendors are invited guests of the Board of Trustees. Neighbors casually walking through our property are welcome as long as they traverse the property to their destination quietly and without disturbing residents.

1) No Obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of, common areas and facilities except as the Trustees may in specific instances expressly permit.

2) Effect on Insurance. No Unit Owner shall use his or her Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees, providing for the payment of such increased insurance costs by the Unit Owner concerned.

3) Nameplates. Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees.

4) Radios, Phonographs, Musical Instruments. The volume of television sets, radios, phonographs, musical instruments, and the like shall be turned down between

11 P.M. and 8 A.M. and shall, at all times, be kept at a sound level which will not disturb or annoy the occupants of neighboring Units.

5) Laundry. No Unit Owner shall hang laundry, towels, clothes, sheets, rugs, drapes, or the like out of a Unit or from a balcony or Deck.

6) Signs. Unit Owners may not display "For Sale" or "For Rent" signs in windows of their Unit.

7) Abuse of Mechanical System. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems in the common areas of the Condominium if such damages are caused by Unit Owner's misuse of such systems.

8) No Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, 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, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners.

9) Pets. Common household pets, such as dogs and cats, may be kept in the Units unless prohibited by the Trustees as hereinafter described. The owner of a pet assumes full liability for all damage to all persons or property, and to the Condominium Trust caused by such pet. In no event shall dogs be permitted in any part of the Condominium unless under leash. All dogs must be licensed by the proper authorities, and the owner is responsible for getting pet dogs properly and fully inoculated. The Unit Owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet animal in a Unit or other portions of the Condominium. Upon written complaint of any Unit Owner to the Trustees that a pet being kept in any Unit or within the Condominium is a nuisance, the Trustees may prohibit the presence of said pet within the Condominium. No such action of the Trustees shall be taken without a meeting, at least three days written notice thereof to the Unit Owner responsible for said pet, and the opportunity at the Trustees' meeting for the Unit Owner responsible for the pet to be heard.

Please be aware that the Town of Maynard and DHR both have leash regulations for dogs. As we now have more dogs on the property than in past years some conflicts are beginning to arise about the above items and we ask that residents be respectful of different points of view about pets. We have invested substantial amounts of money in our irrigation system and in the grass and plantings and these investments are intended for the benefit and enjoyment of all residents

1. Owners must register all pets that enter into the common elements with management within 7 to 10 days of occupancy.
2. Registration shall consist of a copy of this Resolution signed by the unit owner and a member of the Board of Trustees. A copy of each shall be placed in the minutes of the Board meeting following the signing.
3. No dog shall be allowed in or on the common property or limited common property unless it is on a leash and attached to the owner or other responsible individual. Cats shall not be allowed to roam freely on the common property.
4. Any defecation by a pet on the common property shall be immediately "pooper scooped" and disposed of properly. This applies to all areas of the property including wooded areas. Failure to do this can cause diseases to spread among our pet population, and no one enjoys stepping on dog droppings.
5. Dog owners should take their pet immediately to a familiar barked or wooded area when leaving their unit so that pets take care of their needs in an organized and timely manner. Dogs may not urinate or poop on lawn areas, shrubs or flowers at any time because urine kills grass and shrubs and poop cannot be completely picked up. Poop residue on lawn areas presents a health hazard to our children and also to anyone walking barefoot on the property.
6. Dogs must be kept on a short lease (10 feet) to prevent wondering into unauthorized such as within 20 feet of buildings or grass, flower or shrub areas.
7. When using barked areas care must be taken not to damage or destroy flowers, shrubs and trees.
8. While all outside areas are Common Property, we ask that dog owners keep away from the immediate areas surrounding buildings (20 feet from buildings, decks and entryways) when walking dogs to insure droppings do not interfere with other residents right to a safe and clean environment.
9. Any damage caused by a pet, including but not limited to staining grass and shrubs, shall be repaired by the Association to its satisfaction and the pet owner shall be assessed the cost of the repair. Dogs may not urinate on lawn areas or shrubs on the property.
10. Any repeated disturbance caused by a pet shall be cause for the pet's removal from the premises.

11. All pets shall have rabies and distemper vaccination as required by the Town of Maynard and shall furnish evidence of vaccination to the Trustees with this registration.
12. All pets shall have a current license as required by town authorities and shall furnish a copy of same to the Trustees with this registration.
13. Any owner whose pet is not registered and any owner bringing a pet into the community without prior registration shall be charged a \$25.00 per day boarding charge until such time as the pet is registered.
14. Visiting pets must follow Pet Regulations 3, 4, 5, and 6.

A majority of the Board of Trustees shall have the power to revoke the privilege granted a unit owner or resident to keep a pet, and the pet shall be removed within 2 weeks subject to the procedure set forth in the recorded condominium rules.

Notwithstanding any of the foregoing, the procedure adopted in Policy Resolution IV shall be followed in the event of a violation.

Assessment for penalties for violation of the pet rules:

- 1st Violation:
Warning plus costs
- 2nd Violation: \$10.00 plus costs
- 3rd violation: \$10.00 plus costs
- 4th violation: 2 weeks notice to remove the pet*

* If pet is not removed, a \$25.00 per day boarding charge shall be assessed until such time as the pet is removed. Violations stand for one year and then are eliminated from the records. Please complete and return the statement regarding pets that is found at the end of this handbook.

10) Storage. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches; or chairs on any part of the Common Elements. All of the furnishings, items of personal property, effects, and other items of Unit Owners and persons claiming by, through, or under said Owner may be kept and stored entirely within the owner's unit, at the sole risk and hazard of said Owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leaking or bursting of water pipes, steam pipes, or other pipes, by theft or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged to or be borne by the Condominium Trust, except that the Condominium Trust shall in no event be exonerated or held harmless from liability caused by its negligence.

11) Repair and Condition. Each Unit Owner shall keep his Unit and the Balcony or Deck appurtenant thereto, if applicable, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof any dirt or other substances.

12) Equipment Compliance. All radio, television, or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, or similar board, 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.

13) Flammable Materials, etc. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Elements or the Building any gasoline, kerosene, chemical, or substance; except such lighting, cleaning, and other fluids, materials, chemicals, and substance as are customarily incidental to residential use.

Firewood should be stored no less than 10 feet from the sides of all buildings.

B. Rules and Regulations Adopted November 7, 1994 by the Board of Trustees

1. **Additions to the Exterior of the Buildings.** No awning, television and radio antennas, signs, etc. will be permitted.
2. **Hanging of Clothes, Etc. is Prohibited.** No clothes, linens or other materials shall be hung from windows, decks, or handrails, or otherwise left or placed in such a way as to be exposed to public view.
3. **Littering.** There will be no littering. Paper, cans, bottles, cigarette butts, food and other trash, etc. are to be deposited only in trash containers.
4. **Yard Sales.** Only community yard sales, with approval of the Board of Trustees, will be permitted.
5. **Speed Limit.** The speed limit for all vehicles within Deer Hedge Run is fifteen (15) miles per hour.
6. **Outdoor Equipment.** Bicycles, sporting goods, baby carriages, toys, trash barrels and other personal articles and equipment must be kept on the deck or within the unit. No personal possessions shall be stored in common areas.
7. **Planting of Flowers.** Owners will be permitted to plant flowers in areas approved by the Board. Such plantings shall be at the owner's expense and subject to standards as to location, use, and maintenance established by the Board from time to time.

C. Parking Spaces - The following Rules and Regulations are taken directly from Article V, Section 5.1 of the By Laws of the Association.

The owners of each Unit shall have the exclusive use of two (2) parking space(s) to be designated in initial Unit Deed from the Grantor.

The Parking Spaces may be used only for parking of private automobiles, motorcycles, and noncommercial vans and recreational vehicles for the personal use of Unit Owners entitled to use said Parking Spaces, and their immediate families. No trucks, boats, trailers (whether capable of independent operations or attached to an automobile or other vehicle) may be parked in the Parking Spaces, except with the written consent of the Condominium Trust. Only one vehicle is allowed in each Parking Space.

All vehicles shall be parked within their respective Parking Spaces defined as between the painted lines, the curb and the end of the space as defined by the painted lines. Vehicles not able to fit within this defined area are not permitted on the property.

A Unit Owner, by written permission, may permit any tenant, guest, servant, licensee, or other party, the right to use a Parking Space which said Unit Owner is entitled to use, but all parties using said Parking Space shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust, and the rules and regulations promulgated pursuant to said Condominium Trust.

In instances where vehicles using the parking areas and facilities of the Condominium or Parking Spaces do not comply with the foregoing provisions, the Trustees of the Condominium Trust are authorized to allow the towing of the non-complying vehicles at the expense of the owner of such vehicles.

D. The following Parking Rules and Regulations, adopted by the Board of Trustees are in addition to the above.

These Parking Rules and Regulations are in addition to and supplement those parking restrictions and regulations set forth in the Master Deed.

1. VEHICLE REPAIRS/WASHING

- a). With the exception of an emergency, changing of vehicle parts or vehicle fluids is prohibited. Disposal of vehicle fluids or parts on-site is prohibited.
- b). Vehicles which leak fluids onto the property must be repaired promptly. The owner of the vehicle will be assessed for property damages incurred.
- c). Residents are permitted to wash their vehicle(s) at their assigned parking space provided said vehicle(s) is registered with the Condominium office and provided there is no water ban, whether mandatory or optional, in the Town of Maynard.

2. PARKING LOCATIONS

- a) All vehicles are to be parked in specifically designated parking spaces.
- b) No visitor parking space shall be used by any person other than guests, visitors or service providers of an occupant of the Condominium, and by said guest or visitor only when said guest or visitor is, in fact, visiting upon the premises, excepting that:
 - i) Residents may not park in visitor spots except in the event a resident seeks to make their parking space(s) available for visitors on a temporary basis, in which case residents may not park in visitor spaces longer than the subject guest is appropriately on the property.
 - ii) A visitor's space may be occupied by a non-resident for no more than five (5) consecutive days. If a visitor is staying longer than 5 days, the Condominium Office must be notified in writing and approved by the Board of Trustees in advance of parking for the requested period. **Frequent/weekly overnight visitors are considered residents for parking purposes and must use numbered spaces or rent a space by our post office.**

There are other situations where guests can be considered residents for parking purposes including daily day care providers and frequent visitors who may not be parking overnight. The objective of our parking regulations is to insure equal access for all residents to our limited parking spaces. Trustees have reserve the right to ask frequent visitors to find parking solutions other than visitor parking to fairly share the limited spaces available.

- c) Vehicles not intended for private, personal passenger use may not be on the property **at any time** except for those vehicles that are being used for repairs of unit owner owned building elements (inside of unit) or moving vehicles which may be parked in visitor spaces or unit spaces between the hours of 8:00 AM and 8:00 PM. Vehicles not intended for immediate moving or immediate repairs will be charged a storage fee of \$250.00 per incident (per day) and vehicles on the property before or after the authorized hours are also subject to the storage charge. Vehicles intended to maintain or repair Common Property and as authorized by the Board of Trustees for these purposes are not subject to this policy.
- d) Residents are to instruct their visitors to use only those spaces so designated for visitors and to follow all parking rules as posted signs indicate.
- e). If a resident is to be away and is to leave a vehicle on DHR property, a key to his/her vehicle(s) must be left with a neighbor in order that the vehicle(s) can be moved for snow plowing, street cleaning/sweeping, other specific road work, or an emergency.
- f). If a resident is unable to leave a key to his/her vehicle as noted above, the vehicle must be stored off-site.
- g). The parking areas shall be used only for the parking of motor vehicles displaying current license plates, inspection stickers and being maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearances.
- h). **Residents of a unit shall have the exclusive use of two (2) parking spaces.** Only one vehicle is permitted in a parking space. Residents of a unit having more than 2 motor vehicles must make arrangements for parking these additional vehicles off condominium property unless the residents make arrangements to either use neighbors' parking spaces (with permission of the

neighbors) or rent one of a limited number of parking spaces available at the Mail House for a monthly fee. Contact the Condominium office for information regarding the Mail House parking spaces.

3. GENERAL VEHICLE PROVISIONS

- a) The Deer Hedge Run Condominium Trust assumes no responsibility for damage done to any vehicle parked on the premises or to any vehicles which is towed from the premises.
- b) No for-sale signs may be placed in or on vehicles while the vehicles are on DHR property.
- c) Signed complaints of violations of these rules should be made in writing to the Board of Trustees. The Board will then take whatever action it deems necessary.
- d) All vehicles belonging to residents that are to be parked on Condominium property must be registered with the Board of Trustees or with an office or company designated by the Board of Trustees.
- e) Since we have parking areas in close proximity to our buildings and with the advent of vehicle features such as alarm locking/unlocking signals and headlights that turn off automatically residents are advised to silence their alarm activate/de-active signal (horn) and should not shine headlights directly into units. If you have headlights that automatically turn off and your vehicle (or a guest) parks in a position where your headlights shine directly into a unit, please turn off your headlights manually rather than having them turn off automatically. In addition, if you are warming up your vehicle or if a guest is waiting to pick you up please use your parking lights rather than your headlights to avoid headlights shining into a neighboring unit.

4. PARKING VIOLATIONS

- a) Unauthorized vehicles, vehicles parked in violation of these rules, and/or vehicles parked in unauthorized areas shall constitute a violation of the Rules and Regulations.

- b) Any vehicle belonging to a unit owner, his/her guests or invitees, which violates the above-referred to parking Rules and Regulations, shall subject the owner of said unit to a fine as from time to time provided by vote of the Board of Trustees, which fine shall be added to the unit owner's common expenses.
- c) For any violation of these Rules and Regulations, said vehicle shall be subject to towing at the expenses of the vehicle owner in accordance with Massachusetts General Laws Chapter 266, Sec 120D as defined by a specific agreement between the Trust and the Maynard Chief of Police. The signs on the property (as a part of this agreement) constitute legal notice for towing of violating vehicles.

E. Holiday Decorations

Wreaths and other simple holiday decorations may be hung on individual unit doors. **However, nothing may be placed on or hung from the front or sides of the building at any time.**

Outside lights are permitted only as winter holiday displays and may only be placed on shrubs immediately in front of individual units. Lights are to be miniature, white non-blinking only and must be rated for outside use. Lights are permitted only between November 15 and January 15.

Christmas trees, wreaths, etc. are not to be disposed of on the property. These items are unsightly, can be a fire hazard, and ultimately cost the Association money when a vendor must be hired to clean up the common property. In addition, these items give termites plenty on which to munch.

Christmas trees can be dropped off at the Boys and Girls Club, located at the intersection of Routes 117 and 27, during January for disposal by the Maynard Department of Public Works. Check the local paper for the exact dates.

SECTION 4 - POOL RULES AND REGULATIONS

- The pool is for the residents of DHR. A resident may bring two guests to the pool. Guests must be accompanied by a resident who is at least 18 years of age. Access cards are not to be given to a friend or relative if you are not using the pool yourself.
- The pool is legally considered a semi-private pool since the general public is not allowed use of the facilities.
- In the past, some residents have given their access card to non-residents. This is not permitted by our rules and regulations, and continuation of this practice could cause us to be in violation of our pool permit. The result of such a violation could be that we are required to hire a full time lifeguard, which would cost about \$15,000 per season — or an \$8.00 per month additional condo fee — or the hours of pool operation would have to be significantly reduced; so please abide by this important regulation.
- Do not open the pool gate for anyone. Anyone authorized to use the pool will have an access card.
- Children aged 14 and younger **MUST** be accompanied by a resident at least 18 years of age.
- Running, roughhousing, diving, jumping, or excessive noise are not permitted.
- Glass containers and alcoholic beverages **ARE NOT PERMITTED** in the pool area at any time.
- Swim tubes, floats, rings, etc. are not permitted in the pool area. Children's safety-type floats are permitted.
- No Smoking in Pool Area or Clubhouse.
- Children who are *not* toilet trained may enter the pool if:
 - The child is changed each time immediately before entering the water and checked or changed immediately after leaving the water when a swimming session is completed or when leaving the pool area
 - Special "Swimmee" style diapers and rubber pants are used together— other types of material, cloth diapers or disposable diapers are not allowed
- All diaper changing must be done on the changing table provided in the family restroom

SECTION 5 - EXERCISE ROOM RULES

1. **ALL THOSE USING THE EXERCISE ROOM AND EQUIPMENT DO SO AT THEIR OWN RISK. THE ASSOCIATION IS NOT RESPONSIBLE FOR INJURIES OR ACCIDENTS.**
2. Please wear appropriate exercise clothes when using equipment:
 - a. No open toed shoes.
 - b. Shirts must be worn at all times.
 - c. Bathing suits and jeans are not permitted in the fitness room.
 - d. Footwear must be clean and dry.
3. Persons under 18 must be accompanied by an adult and no one under 14 years of age may use the exercise equipment.
4. For your safety, please exercise with a partner.
5. Do not drop weights on the floor.
6. Please wipe down the equipment when you are finished exercising.
7. No food or drinks are allowed, with the exception of bottled water and sports drinks. **NO GLASS PERMITTED IN THIS AREA.**
8. Report damaged equipment to the office.
9. This exercise room is for DHR residents only.
10. Use the exercise equipment properly in accordance with the manufactures instructions. Failure to do so can result in serious injury.
11. Failure to follow these rules can result in loss of use of the facilities and/or loss of your access card.

In case of an emergency, please call 911 for aid. The emergency phone in the pool area is available at all times.

APPENDIX A

FORMS AVAILABLE ON DHR WEB SITE

Pet Approval Form

Request for Information

Request for 6(d)

Insurance Request Form

Clubhouse Use Agreement

Parking Permit Agreement

Proximity Card Agreement

Lease Addendum

APPENDIX B

FEES, FINES, AND CHARGES

• Post Office Keys	\$5.00
• Access Card	\$5.00
• Monthly parking fee	\$40.00
• 6(d)	\$50.00
• Project Questionnaire (bank information)	\$50.00
• Special Project Questionnaire	\$375.00
• Insurance Certificate	No charge
• Insurance Certificate with Added Name	\$10.00
• Full Closing	\$100.00
• Move-Out Deposit	\$250.00
• Commercial Vehicle Storage Charge	\$250.00 per day
• General Violation Fine	\$10.00
• Pet Boarding Charge	\$25.00 per day
• Snow Removal Charge	\$75.00 per vehicle
• Late Payment Fee	\$25.00
• Interest on Past Due Account Balances	8%
• Resident Handbook	\$10.00
• Master Deed, Declaration of Trust, and Rules & Regulations	\$50.00

APPENDIX C

DEER HEDGE RUN WINDOW SPECIFICATIONS

Specifications for Installation of Windows and Doors at Deer Hedge Run

1. All windows, atrium doors and sliders to be Marvin Integrity.
2. All windows and doors will meet DHR specifications and the office will be notified of the installation prior to performing work.
3. Vendor will measure all windows and doors for proper sizing.
4. All installations will be permitted thru the Town of Maynard and may require inspection from the building inspector.
5. All windows and doors to be cashmere in color including screen on all doors.
6. All windows to have almond frost hardware unless request for another finish is requested. Some request may result in additional cost.
7. All doors to have brass hardware.
8. All windows and doors will have low E glass with Argon gas between the panes.
9. All windows and doors include insect screen.
10. Vendor will install new trim on the interior of all window and doors. Exterior trim on occasion will be reused after completion of installation.
11. Vendor will install new ice and water shield for all windows and doors.
12. All windows and doors will be sealed using a 40 year caulking on exterior of building.
13. Any siding removed during installation will be replaced at no additional cost.
14. All installations will be inspected for rotted sheathing, headers, siding and trim. If during the installation we find any issues these will be corrected during installation at no additional cost.
15. All windows, doors, trim and siding to be painted to match DHR paint codes per current paint codes at time of installation.
16. All installations will have a warrantee for 10 years for craftsmanship of the installation including labor and materials.

17. Vendor will provide insurance certificates and licenses if requested. All of the employees are covered for Workmen's Compensation.

MUST USE ONE OF THE TWO APPROVED VENDORS BELOW:

Nicholas Corda Constuction

Nicholas Corda -508-479-0608
Ncconstruction44@gmail.com

EINSTEIN'S SOLUTIONS INC.

David Langton – 800-461-1190
dlangton@einsteinsservices.com

Please let the DHR office know you plan to get estimates on Window or Door replacements

APPENDIX D Antenna Resolution

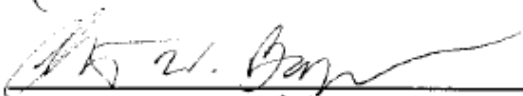
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DEER HEDGE RUN CONDOMINIUM CERTIFICATE AS TO RULES AND REGULATIONS

Reference is hereby made to that certain Declaration of Trust, dated June 24, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 18278, Page 553, as may be amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Deer Hedge Run Condominium Trust, the organization of Unit Owners of the Deer Hedge Run Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated June 24, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 18278, Page 524, as may be amended.

We, the undersigned, being a majority of the Trustees of said Deer Hedge Run Condominium Trust, do hereby certify that the Board of Trustees has, in accordance with Article V, Section 5.1(xvii), of said Trust, amended the Rules And Regulations by adopting, as a part of the Rules and Regulations, the Antenna Rules attached hereto effective on August 16, 1999. These Antenna Rules supersede any existing Rule or Regulation to the contrary.

WITNESS this 16th day of August, 1999.



Christopher Bourgeois AS, Trustee
of the Deer Hedge Run Condominium Trust