

Crane's Landing Condominium Trust Rules and Regulations

Crane's Landing is an attractive and conveniently situated community of 85 residential units providing a pleasant and attractive living environment with amenities not available in most other similar properties. Ownership combines title to individual units, with joint ownership of all common elements of the property.

To protect the rights and privileges of all residents and to help maintain and enhance property values, the Trustees are empowered and required by the Trust and Bylaws to formulate rules and regulations governing all components of the property. This includes motor vehicle traffic, exterior modifications and accessories, interior modifications, parking, pets, recreational facilities, common use area and other activities affecting the rights and privileges of unit owners. The Trustees are responsible for enforcing these rules and, when necessary, will levy fines against owners for violations.

All owners and tenants are expected to be aware of, and to comply with, these Rules and Regulations. All unit owners are expected to fulfill their obligations under the terms of the Master Deed and Trust Bylaws.

The Board of Trustees or their designees, upon request, shall provide copies of the following documents to all unit owners:

- 1) Revised Rules and Regulations
- 2) Master Deed with all amendments
- 3) Trust Bylaws

These documents are also available on our website: www.craneslandingonline.com

General Rules

- 1) Residents are expected to observe all laws and regulations of the City of Taunton and all other government entities. Appropriate law enforcement agencies are responsible for the handling of improper and unlawful acts. Any illegal weapons and firearms are prohibited on the premises. All violations should be reported immediately to the Taunton Police Department.
- 2) Owners are reminded that all condominium fees are due by the 1st of each month. You may mail your fee to Crane's Landing, 65 Alcott Circle, Taunton, MA 02780; drop your fee in the secure drop box in the mail room; or use your bank's online banking website, making checks payable to Crane's Landing Condominium. All fees received after the 15th of each month are subject to a \$20.00 per month late fee. Should a hardship be encountered, owners should contact the Board.
- 3) Owners and tenants shall not permit any individual to do anything on condominium property that infringes upon or compromises the rights, comfort or convenience of others. This includes

damage to buildings and common areas. Owners are responsible for the cost of repairs and fines incurred by family members, guests, tenants, and tenants' guests for any damages caused.

- 4) All use of condominium facilities goes with occupancy. When a unit is rented, the owner forfeits the use of common facilities, with the exception of the Clubhouse. Please contact any member of the Board or the Board's designee to rent the Clubhouse.
- 5) Crane's Landing vendors are not allowed to do any private work for an owner, tenant or guest during the vendor's normal work hours. The vendor should not be interfered with during work time. The Board of Trustees will be the only entity to deal with contractors or vendors who are doing business with Crane's Landing Condominium Trust. No resident or owner shall order, advise or otherwise make contact with contractors or vendors.
- 6) The Board of Trustees shall not grant any contractor, realtor or other vendor exclusive rights to serve unit owners or residents. The Board may offer names of vendors or contractors who have proven reliable.
- 7) All owners who lease their unit must provide the Board with a copy of the lease.
- 8) Periodically, changes or additions to these Rules and Regulations may be made and posted in the Mail Room or listed on the website: www.craneslandingonline.com

Common Area and Grounds

(defined as everything outside the footprint of your house)

All units, including porches, decks, patios and their surrounding area are to be neatly maintained and kept in good repair. This includes painting. Nothing that may be considered inappropriate by the Board shall be attached to, or displayed from, any building, deck, window or other area around a unit. This includes lights and other decorations on shrubs. Real estate signs and vendor advertisements are strictly prohibited.

- 1) Landscaping maintenance, including pruning of trees and shrubs, will only be performed by vendors contracted by the Board of Trustees. Owners and tenants shall not alter the configuration of the common areas around any unit without prior authorization by the Board of Trustees. This includes plantings of shrubs, trees or flowers on common property.
- 2) Recreational activities are only allowed in the open field adjoining the pool area. Recreational activities are prohibited on all other portions of the premises. Recreational, athletic and hobby-related activities shall be conducted in a manner to avoid creating a nuisance, excessive noise or potential hazards to other residents and damage to property. For the riding of bikes, skate boards and scooters, please refer to the section on Vehicles, #7.
- 3) Residents may not tamper with any portion of the common heating, air conditioning, lighting, water, irrigation or other utility systems in or about the buildings and grounds. The cost of

repairing any damage to such systems caused by an owner, owner's guest, tenant, or tenant's guest will be charged to the owner of the unit.

- 4) Recycling is encouraged by the Commonwealth of Massachusetts, the City of Taunton, and by the Crane's Landing Condominium Trust. All recyclables must be placed in the appropriately labeled receptacles and compacted for maximum usage of containers. **All cardboard cartons must be flattened or cut to 30" by 30" or smaller.** Non-compliance with recycling rules is a violation of Rules and Regulations and may be subject to penalties as assessed by the Board of Trustees.
- 5) All trash must be placed in official City of Taunton ORANGE BAGS to be deposited in each unit's numbered trash receptacle. Due to space limitations, each unit is limited to only one trash receptacle. It is the responsibility of the unit owner or tenant to keep the trash containers clean and free of loose trash. In the event you have more trash than your receptacle will hold, you may place securely tied ORANGE BAGS in the trash area only on the morning of the normal community trash pick-up. Pick-up for any appliances, such as refrigerators, washing machines, stoves or other white goods, will have to be arranged by calling Allied Waste. All furniture, such as chairs, tables, couches, televisions, etc., will require similar arrangements to be made for pick-up. Under NO circumstances shall combustibles, paints, explosive materials, flammable materials, empty propane cylinders and gasoline containers be left in designated containers or elsewhere on Crane's Landing property. For any questions about recycling and trash pick-up, please refer to the City of Taunton circular sent to each household, which is also posted in the mail room, or go online to: http://www.taunton-ma.gov/pages/tauntonma_publicworks/index. Continued non-compliance can result in the trash/recycle contractor suspending the pick-up of trash and/or recyclables, further resulting in significant cost to unit owners for private removal. Fines may also be levied on unit owners who are responsible for this non-compliance. **When a large dumpster is available, no household trash or garbage should be disposed of in it.** It is only for unwanted or broken household items. No portion of the common area may be used for the disposal of trash, including yard waste, Christmas trees, flower pots, cigarette butts, beer cans and bottles, etc.
- 6) Open fires on the premises are prohibited, as is the burning of trash in fireplaces.
- 7) Storing or setting off fireworks is absolutely prohibited on the premises.

Satellite Dishes

See satellite resolution on website: www.craneslandingonline.com

Buildings

- 1) Residents are not allowed to detract from the appearance of building exteriors. Deck furniture and equipment must be kept on patios and/or decks, not on adjacent common areas. Laundry, clothing, etc., must not be hung or draped from windows, decks, porches, patios or surrounding common areas. Firewood should be neatly stacked on decks, patios or in the front porch enclosures. To minimize insect damage to buildings and surrounding areas, it is required that firewood be stored in plastic bags or containers. In addition, residents of the inner circle are prohibited from storing anything under their decks.
- 2) Occupants of a unit may not bring gasoline, kerosene, propane or other combustible or explosive materials into any unit, common area or any other building on Crane's Landing property. This does not apply to cleaning substances or similar materials in quantities commonly used for household purposes.
- 3) Fireplaces must be inspected every two years and a copy of the certificate sent to the Board of Trustees.
- 4) A copy of the home owner's insurance coverage must be forwarded each year to the Board of Trustees.
- 5) Section 527 of the Massachusetts Regulations, section 10, prohibits the use or storage of propane grills on upper decks. Additionally, propane tanks are also prohibited from being stored on the upper decks, but must be stored on the ground-level patio at least 10 feet from any building or portion thereof. Charcoal grills may not be used on wooden decks, and all fire pits are prohibited. Should you have any questions, please contact any Trustee.
- 6) Sidewalks and walkways must be kept clear and unobstructed at all times for pedestrian access.
- 7) Building exteriors (other than decks, porches, stairs, patios and bulkheads) may not be repaired or altered by owners or residents without prior written approval from the Board of Trustees.
- 8) Owners are responsible for maintaining, painting and repairing their decks, patios, stairs, front porches and bulkheads, in accordance with the guidelines provided by the Board of Trustees. (Master Deed 8b)
- 9) Exterior hot tubs or spas, either portable or permanent, are prohibited.
- 10) Structural alterations to the interior of any unit shall not be made without prior written approval by the Board of Trustees. A building permit from the City of Taunton is required. At no time may these alterations compromise the integrity of the structure and utilities of each unit.

Vehicles

- 1) Traffic on Dickinson Drive and Alcott Circle is ONE-WAY, moving COUNTERCLOCKWISE.
- 2) The Speed limit of 15 MPH must be observed at all times.
- 3) All vehicles, including motorcycles, bicycles and similar transportation methods, are restricted to the paved roads and parking areas. Vehicles MAY NOT be driven or parked on grassy areas for any purpose. **The field is to be used for parking for Clubhouse events, snow removal, spring and fall cleanup or as directed by the Board.**
- 4) An unregistered vehicle may not be operated on Crane's Landing property. Inoperative or damaged vehicles may not be stored anywhere on the property. They will be towed at the owner's expense.
- 5) Vehicles without adequate mufflers, or ones that make undue noise, shall not be operated on the property.
- 6) No repairing, dismantling, overhauling, changing oil, repairing brakes, etc. may be done on Crane's Landing property.
- 7) Bicyclists, skaters, scooter riders and users of similar modes of transportation must wear a D.O.T- approved helmet. They should always travel in the direction of traffic, never against it, and remain within the white line. There is absolutely no riding of the aforementioned modes of transportation on any grass or planted areas.

Parking

- 1) **All residents are assigned two (2) numbered parking spaces.** This means they may have a maximum of one (1) vehicle parked in each space. This also includes motorcycles. **When extra parking is needed, spaces at the far end of the Clubhouse parking lot, not the field, should be used.** If a vehicle is to remain unused for an extended period of time, it should be parked at the far end of the field, or as directed by any Trustee. Spaces directly in front of the Clubhouse should remain open for handicap parking, mail room access or Clubhouse events. Parking is prohibited in any other areas of the lots other than each unit's two (2) designated spots. Motorcycles may not be parked and/or stored on the patio behind your unit.
- 2) Vehicles may not be stored on the property for a period exceeding twenty (20) days. Storing any vehicle for a period exceeding the twenty (20) days requires prior Board approval. Any vehicle in violation of these rules shall be subject, without notice, to towing and storage charges at the owner's expense.
- 3) The Board of Trustees will post the procedure for moving vehicles during snow plowing, spring and fall cleanup or other maintenance, in order to allow full access to parking areas. This information is available in your home owner's book, on the website or from any Trustee.

- 4) No hazardous materials such as gasoline, solvents, kerosene, propane, etc. may be stored in any parked vehicle.
- 5) Commercial vehicles, unless it's your only mode of transportation, and recreational vehicles shall not be parked on Crane's Landing property. This includes, but not limited to, motor homes, campers, boats, trailers, four-wheelers, skidoos, etc. There shall be no ladders, piping, tubing, lumber or any other such material extending beyond the width and length of the vehicle's dimensions.
- 6) **Parking in the fire lane in front of your unit is limited to loading and/or unloading your vehicle for to a maximum of fifteen (15) minutes.** Any other use is prohibited, per the fire code of the City of Taunton.
- 7) It is the residents' responsibility to inform their guest(s) of the parking rules.

Pets

- 1) Cats, birds or any other pets may not be kept in any unit without prior written consent of the Board of Trustees. The owners and their pets are subject to the Rules and Regulations.
- 2) **When on common areas, pets must be kept on leashes and under the owner's or resident's physical control at all times.** Pets may not be left on runs, tied outside or unattended on decks, patios, porches, etc. Cats are not permitted to roam freely.
- 3) Owners and residents must prevent their pets from becoming a nuisance to other residents. Owners of pets must keep their pets reasonably quiet.
- 4) Owners and tenants will be held responsible for any damage done by their pets.
- 5) Owners with tenants are responsible for violations of the pet rules by tenants and their guests.

For Information on Dogs, see Below:

Dog Policy

- 1) Pursuant to Section 5.10 of the Declaration of Trust, cats, birds, and other animals may not be kept in any Unit without the proper written consent of the Trustees. Effective as of July 1, 2014, the Trustees will not be permitting any more dogs at the property. Those dogs maintained and kept in a Unit at the property prior to July 1, 2014, shall be grandfathered and permitted to remain (Permitted Dogs) provided that the resident complies with the provisions set forth herein. A resident who has a Permitted Dog may replace the Permitted Dog upon death or otherwise, but must do so within six (6) months of losing the dog, after which point the resident shall not be allowed to obtain a new dog. At no time may a resident keep more dogs in their Unit than was kept in the Unit as of July 1, 2014.

- 2) When on the common areas, dogs must be kept on leashes and under the owners or residents physical control at all times. Dogs may not be left on runs, tied outside or left unattended on decks, patios, porches, etc.
- 3) Dogs are prohibited from relieving themselves on lawns, shrubs, flower beds or pavement, when possible. All fecal matter must be immediately cleaned up and disposed of properly.
- 4) Residents must prevent their pets from becoming nuisance to other residents.
- 5) Owners will be held responsible for any damage caused by a pet kept in their unit.
- 6) The owner(s) of any dog shall deliver to the Board of Trustees, (i) annual documentation that such dog is properly licensed by the City of Taunton and properly vaccinated as required by the City of Taunton; (ii) a photo of the dog; and (iii) an acceptable DNA sample for such dog to be taken by a company designated by the Board of Trustees for the purpose of identifying the dog. The owners(s) of the dog shall be solely responsible for the payment of all costs and fees attendant to the collection of his/her/ their dog's DNA sample.
- 7) Owner (s) shall be responsible for the removal of pet waste from the common areas of the Condominium. In the event that pet waste is found in the common areas, it shall be tested and the owner (s) of the dog with the matching DNA, shall be assessed all attendant costs and fees (\$20 fine and \$80 handling and removal of the waste) including, without limitation, any laboratory testing fees, cleanup costs, and damage (\$15 for the kit and \$60 for testing).
- 8) Residents must properly dispose of pet waste in a plastic bag in the unit owner's trash barrel. Any plastic bags containing pet waste that are left in or around the dumpster area will be deemed a violation, and will be tested in matching DNA as described above.
- 9) The obligation to provide a DNA sample as described above shall also apply to any visiting dogs that remain on the property for more than fourteen (14) days in a calendar year. Residents must notify the Board of Trustees of any dogs that will be visiting for more than six (6) days.
- 10) The Board of Trustees may assess the owner of a dog a fine for each violation of these rules, including a matching DNA test, with the amount of the fine increasing for each offense. In the event of repeated violations, the offending dog must be removed from the premises upon fourteen (14) days written request by the Board. Any and all costs, fees, damage amounts, fines, and late charges assessed by the Board of Trustees hereunder, shall be both the subject unit owner's personal obligation and a lien against such unit owner's unit enforceable as a common expense assessment under M. G. L. Chapter 183A.
 - a) Any Unit Owner or Resident that has been granted permission to have a dog(s), shall pay the Cranes Landing Condo Association an annual fee. Said fee shall be set at the discretion of the Condo Association. The current fee(s) are \$250 for the first dog & \$125 for the Second. Unit Owners will have ninety (90) days to pay said annual fee from the date that it is assessed by the Board. Failure to pay the annual fee may result in continuing daily fine, and/or removal of the dog from the property. In the event that the dog does not commit any violations of the governing documents, the dog owner does not need to pay the fee in subsequent year; however, should the dog, or its' owner, violate any of the provisions of these Rules & Regulations, then the dog owner must pay the annual dog fee for the year in which the violation occurred.

- 11) If a unit owner is sent a request to remove pet from premises, and you do not comply, the following steps will be taken. The first step is a letter along with a \$20.00 fine stating you are in violation of a request to remove pet. The second step would be to send a letter thirty (30) days from the receipt of the first letter along with a fine to be determined by the Board of Trustees as well as referring the matter to the Board's attorney. The third and final step would be sixty (60) days from the first notice is to send another fine to be determined by the Board as well as a letter to the Board's attorney instructing him/her to start the legal process to remove the pet. Fines to continue each thirty (30) days until pet is removed from premises.

Tennis Courts

- 1) Residents and their guests may use the tennis courts. If other players are waiting to use the courts, play should be limited to one hour. Rules are posted outside the court area. When leaving the court area, please make sure the gate is closed.
- 2) Only tennis-style (rubber-soled) shoes are permitted on the courts.
- 3) Other recreational activities (ball playing, roller skating, bicycling, basketball, etc.) are not permitted on the courts. Food, alcoholic beverages, dogs, cats and other pets are also not permitted in the court area.

Swimming Pool Rules

- 1) Pool hours are 8 a.m. to 9 p.m. daily during the swimming season. No one is allowed in the pool enclosure at any other time. The rules are posted on the pool house cabana. Pool keys, available from any Trustee, are not transferable and cannot be duplicated.
- 2) Replacement charge for a lost key is \$25.
- 3) The swimming pool is for the use of residents and their guests only. Persons using the pool do so at their own risk. Residents should use discretion and common courtesy in limiting the number of guests using the pool, especially on the weekend and holidays when usage is heavy.

The floating safety line should remain in place at all times while children are present. It is helpful for residents to provide extra chairs for their guests. **Clubhouse rental for any private function does not include pool usage.**

- 4) Pool users under the age of fourteen (14) must be accompanied by an adult who is responsible for their conduct and safety.
- 5) **Guests using the pool must be accompanied by their resident host. Keys must be in the possession of the unit owner/renter.**
- 6) Children in diapers must use approved swim pants. Persons with communicable diseases or open sores may not enter the pool.

- 7) Proper swim wear is required at all times. Any type of street clothing is not allowed in the pool.
- 8) Showering before entering the pool is required by Massachusetts Law. A shower is located at the far end of the cabana.
- 9) The following are not permitted in the pool area: loud noises, boisterous conduct, running, horseplay, playing with Frisbees or balls, using recreational water toys, tubes, rafts or anything that may interfere with the use of the pool by other residents.
- 10) Radios and all other audio devices must be kept at an unobtrusive volume at all times.
- 11) Pets are not allowed in the pool enclosure.
- 12) **Alcoholic beverages, glassware, food and snacks are not permitted within the fenced-in pool enclosure. The deck outside of the Clubhouse is for that purpose. Litter should be removed when leaving.**
- 13) Violations will result in loss of pool privileges and/or fines.

Snow Removal

Due to the high cost of snow removal and plowing, your cooperation and help is appreciated to accomplish the end result of a clean and safe complex with minimal inconvenience. In order to keep our condo fees low, we have no other choice but to enforce the snow removal policy, getting everyone to cooperate, to be responsible and to be a good neighbor.

If you are going to be away for an extended period of time from October through April, please park your vehicles in the designated area of the field so normal snow removal and clean up can occur.

When the National Weather Service predicts a significant snow fall, a sign will be posted near the entrance of the complex notifying everyone.

- 1) Prior to the snow fall, you must, when possible, park your vehicles in the field in an orderly fashion (tandem if you have multiple vehicles) so your neighbors are also able to park their vehicles there. No one will be allowed to park their vehicles in the marked lane denoting the entrance to the field. This allows everyone who parks in the field access to get their vehicles in and out of the field. **We will have a contractor keep the lanes between the rows of cars and the entrance to the field clean so that everyone can enter and exit the field with minimum difficulty.** Residents who are not able to park in the field may begin to move their vehicles to the roadway or Clubhouse parking lot **after the roadways, fire zones and Clubhouse parking lot have been plowed.** Parking will not be allowed in the fire lane areas of the parking lots or in the trash receptacle entrances during snow removal. Vehicles **MUST** be occupied while on the roadway or in the Clubhouse parking lot.
- 2) **No parking is allowed in the Clubhouse parking lot until the Clubhouse lot is plowed.** This will happen immediately after the roadways are done. **Cars are to be occupied while they are waiting at the Clubhouse or on the roadway.**

- 3) The contractor will first plow Dickinson Drive and Alcott Circle to the curbs. He will not plow snow toward the field entrance, but will plow it toward the opposite side of Alcott Circle to allow the field entrance to remain open. The contractor will also keep the fire zone area of each lot open throughout the storm.
- 4) **When the storm ends, the contractor will begin by plowing the parking lots in the following order: Clubhouse, D and E, F and G, followed by S, T, U, A, B, C, Q, P, O, N and finally R.** After the contractor has finished the last parking lot, he will go around one more time and groom anything that he could not get the first time around.
- 5) Please be patient and give the contractor time to finish the parking lots completely before moving your vehicles back into your respective parking spaces. **If you come back into the lot before the contractor is finished, you will be responsible for a call back clean-up bill.**
- 6) Your cooperation is of the utmost importance and the contractor is not going to continue returning to each lot. **If you choose not to cooperate, your license plate number will be noted and your ENTIRE LOT WILL NOT be cleaned until your vehicle is moved by you or towed at the owner's expense.** At that time, the snow removal contractor will be called back to clean your lot. Each unit owner is deeded two exclusive parking spaces; therefore it is not acceptable to move your vehicle into someone else's parking space. Technically, this is common property with exclusive use. By not moving your vehicle within the appropriate time frame, you are interfering with the safe, timely and efficient clean-up of common property. As a unit owner, you are responsible for all additional costs incurred, per the condo docs.
- 7) **Any additional costs will result in an actual bill that will be submitted to you.** These costs will be determined by the type of equipment the contractor used to clean the lot. These costs will range from \$65.00 per hour to \$185.00 per hour, **with a 4 hour minimum.**
- 8) **Parking at the Clubhouse during the storm will automatically generate a bill, as these spaces are reserved for vehicles to park in after the storm while their lot is being cleaned if they are unable to park in the field.** All towing and storage charges incurred as a result of illegal parking at the Clubhouse will be the responsibility of the vehicle's owner.
- 9) **All vehicles, other than those of unit owners who are away and have parked in the designated area of the field, must be removed from the field within 24 hours after the end of the storm.**

Violations and Penalties

- 1) All rule violations and complaints about activities or conduct of residents should be reported to the Board of Trustees. The Board will address all such reports and complaints and will notify the offending party of any action to be taken. A copy will be sent to the Secretary of the Board of Trustees.
- 2) The following schedule of penalties is authorized:

Notice and a fine of up to \$ 20.00
In addition, the owner will be charged any applicable fees incurred as a result (see Snow Removal & Dog Policy).

In addition, each day a violation continues after notice shall be considered a separate violation. What this means is if, for instance your chimney inspection is due by May 31st and you don't hand it in until June 7th (7 days late), you will be fined \$140.00 (\$20/day for the 7 days that it was not turned in). If you don't turn it in until June 30th (30 days late) the fine would be \$600.00 (\$20/day for 30 days).

- 3) All fines must be paid within thirty (30) days of notification. If an appeal to the Board is requested within five (5) business days of notification, payment and fine will be deferred until after such appeal. If the appeal is denied, the payment of the fine is due within thirty (30) days of notification of the decision. If the owner does not pay the fine within thirty (30) days, an additional \$20.00 will be added for each day, or partial day, that the fine is not paid. These fines are applicable to any offense. The Board reserves the right to refer any violation to the Condominium Trust's attorney to handle accordingly.