

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## REVISION HISTORY RECORD

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MAY 15, 2017	13	Pool Passes
APR 26, 2018	14	Plumbing - WAGS Valve & related
MAY 01, 2019	15	General Reformat of Rules Document Business Use of Units, Short Term Rental of Units, FINES: Insurance – Certificates FINES: Nuisance Regulations – Smoking FINES: Residential Use Only, FINES: Outside Contractor Repairs FINES: Trash – Dumping FINES: Rental of Units Appeal of Fines
MAY 13, 2019	16	Typographical Correction – Rules 20 and 21 No rule changes
JUN 10, 2019	17	Rental of Units – Use of Facsimile Signatures
DEC 21, 2021	18	Leasing Program discontinued Added: <b>Table of Fees</b> Rental of Units – Use of Electronic Signatures Adjusted amounts of multiple FINES Added: Periodic Unit Inspection

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## Table of Contents

1. RESIDENTIAL USE ONLY .....	3
2. CONDITION OF UNIT .....	3
3. INSURANCE .....	3
4. NUISANCE REGULATIONS .....	4
5. PERSONAL ARTICLES & COMMON AREAS .....	5
6. FLAMMABLES .....	6
7. BALCONIES/PATIOS .....	7
8. CONSTRUCTION ALTERATIONS .....	7
9. OUTSIDE CONTRACTOR REPAIRS .....	8
10. BUILDING EXTERIOR .....	8
11. ELECTRICAL REGULATIONS .....	9
12. NO PETS .....	9
13. FOR SALE SIGNS & LOCK BOXES .....	10
14. PARKING .....	10
15. TRASH .....	12
16. POOL & SPA .....	13
17. TENNIS COURTS .....	14
18. SOLICITING .....	15
19. LATE FEES .....	15
20. AMENDMENTS TO RULES .....	15
21. RENTAL OF UNITS .....	15
22. RIGHT OF ENTRY & PERIODIC UNIT INSPECTION .....	17
23. KEYS .....	18
24. NUMBER OF OCCUPANTS .....	18
25. CLEANLINESS .....	18
26. ACCESS TO ROOFS AND ATTICS .....	18
27. SAFETY .....	19
28. PLUMBING .....	19
29. FIRE ALARMS .....	20
30. OUTDOOR COOKING DEVICES .....	21
31. DRYER VENT .....	21
32. EXTENSIVE VACANCY OF UNITS .....	21
33. APPEAL OF FINES .....	23
34. RULE VIOLATIONS AND FINES .....	24
35. TABLE OF FEES .....	26

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## 1. **RESIDENTIAL USE ONLY**

**FINE: \$100 per Diem**

*No part of the Natick Green Condominium Trust, Natick, Massachusetts, (the "Condominium", or the "Trust") other than the Natick Green Office located at 7 Silver Hill shall be used for any purpose except residential purposes.*

*A Unit used for non-residential purposes shall subject the Unit Owner of such Unit to a **\$100 FINE per Diem** until the non-residential use of such Unit has been eliminated. Such determination shall be made in the sole judgment and discretion of the Natick Green Condominium Residence Manager.*

## 2. **CONDITION OF UNIT**

**FINE: \$25 per Diem**

*Each Unit Owner shall be obligated to maintain and keep in good order and repair his or her Unit in accordance with the Condominium Master Deed and the Declaration of Trust ("Master Deed and Declaration of Trust").*

*(a) Nothing shall be done or kept in any Unit that would be conducive to pest activity. Any pest activity shall be reported to the Natick Green Office immediately for preventative measures.*

*(b) Electricity to each Unit must be on at all times.*

## 3. **INSURANCE**

**\$100 FINE per Diem**

*Nothing shall be done or kept in any Unit or in the common areas and facilities that would increase the rate of insurance of the buildings of the Condominium (the "Condominium Buildings") or the contents thereof, applicable for residential use with respect to the Units without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit or in the common areas and facilities that will result in the cancellation of insurance on the Condominium Buildings or the contents thereof or that would be in violation of any law.*

*(a) The Trust shall maintain minimum insurance coverage equal to the replacement cost of the Condominium Buildings plus a minimum of liability insurance coverage of \$1,000,000.00.*

*The Board of Trustees recommends that residents obtain additional insurance to cover loss of personal effects and loss of use and that the Unit Owner purchase liability insurance to cover the interior of their Unit as well as loss of rental income and building insurance,*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*and to cover any Master Policy deductible. (Present Master Policy deductible is: \$10,000 per Unit for all covered causes of loss.*

***Master Policy deductible is subject to change).***

*It is suggested that each Unit Owner consult with his/her insurance carrier to clarify this recommendation regarding additional insurance coverage(s).*

- (b) Any Unit containing a fish tank, waterbed or similar water holding/storing devices shall have proper insurance for such items.*
- (c) Should any Unit Owner request additional or a change in insurance coverage such that the requested change shall be in excess of replacement cost; that Unit Owner shall be responsible for paying in full any additional cost incurred therewith.*

## **4. NUISANCE REGULATIONS**

***\$50 FINE per Violation***

- (a) Use of any smoking materials in any Common Area of the Natick Green Condominium is prohibited and no Unit Owner, his/her family or guests or lessees, shall consume, utilize or discard the same in such Common Area.*

***Violation of this restriction shall subject the Unit Owner to \$50 FINE per Violation.***

- (b) No Unit Owner shall engage in or permit any noxious or offensive activities or any noises by himself, his family, agents, visitors, lessees, nor do himself or permit anything to be done by such persons, either willfully or negligently, that:*
  - (b.i) May be or become an annoyance or nuisance to the other Unit Owners or occupants;*
  - (b.ii) Will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants;*
  - (b.iii) May or does cause damage to any other Unit or to the common areas and facilities*
- (c) Any Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees may assess to such Unit Owner such costs.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

- (d) *Volume of television sets, audio devices, and musical instruments shall be turned down between the hours of 10:00 p.m. and 7:30 a.m. and shall at all times be kept at a sound level to avoid bothering other Unit Owners or occupants. No vocal or instrumental practice or instruction shall be conducted between the hours of 10:00 p.m. and 7:30 a.m. or other times if the same disturbs or annoys other Unit Owners or occupants. With the exception of the machines in the freestanding laundry rooms, no washing machines or dryers in the Units shall be used between the hours of 10:00 p.m. and 7:30 a.m. No vacuuming shall take place between the hours of 10:00 p.m. and 7:30 a.m.*
- (e) *Residents shall move neither into units nor out of units between the hours of 10:00 p.m. and 7:30 a.m.*

*In condominium living, some amount of noise level must be accepted and tolerated especially since noise is subjective. Should the noise or nuisance concern only two parties, both parties should attempt to resolve the issue amongst each other and if no resolution is reached, the complainant should contact the Natick Police Department.*

## **5. PERSONAL ARTICLES & COMMON AREAS    \$25 FINE per Diem**

- (a) *There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Trustees, except as expressly permitted in the Master Deed of the Condominium or in the Declaration of Trust, including these Rules and Regulations.*
- (b) *Except for storage in the storage areas exclusively appurtenant to a particular Unit, or in other areas designated by the Trustees, no personal articles including, but not limited to, bicycles, baby carriages, toys, trash, boots and shoes, doormats, playpens, wagons, tools, benches, chairs or other items, shall be maintained, stored or parked in the hallways or attics of the building, pool, grill site or tennis courts or any other part of the common areas and facilities.*
- (c) *Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Buildings or on the entrance doors to Units, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof, balcony or any part thereof, or exposed on or at any window, or landscaped or natural areas including but not limited to trees, shrubs, sidewalks, etc. without the prior written consent of the Trustees.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*Installation of satellite dishes must meet all guidelines in the Resolution Antenna Restrictions dated April 25, 2001, a copy of which may be obtained from the Natick Green Office.*

- (d) Residents may not hang laundry to dry in their windows, balconies or patios or any common area.*
- (e) All window treatments must be white backed to prevent the color of the interior drapes from being viewed from the exterior of the building*
- (f) Unit Owners shall not put their names in any entry passageway, vestibule, hall or stairway of the Condominium Building except on the mailboxes provided for the use of the Unit (in print and color approved as to size and style by the Trustees).*
- (g) No part of the common areas and facilities of the Condominium shall be covered or furnished by any Unit Owner in any manner nor shall the exterior surface of any entrance door to a Unit be painted or otherwise decorated in any manner, except with the prior written approval of the Trustees and in accord with the provisions of the Master Deed and the Declaration of Trust, including these Rules and Regulations.*
- (h) There shall be no bird feeders, suet or any types of feeding of wildlife on the land and buildings and facilities comprising the Natick Green Condominium (the "Property".) There shall be no trapping, killing or hunting of wildlife on the Property.*
- (i) All personal property of the Unit Owners or Lessees in the Units, in storage areas and elsewhere shall be kept therein at the sole risk and responsibility of the respective Unit Owners, or Lessees and none of the Trustees, their designated agents, the Declarant of the Master Deed, nor their respective successors or assigns, shall bear any responsibility therefor.*

## **6. FLAMMABLES**

**\$200 FINE per Diem**

*No Unit Owner or occupant or any of his agents, lessees, or visitors shall at any time bring into or keep in his/her Unit or the common areas any flammable, combustible, or explosive fluid, material, chemical or substance, except that such lighting and cleaning fluid as are customary for residential use may be kept in the Units.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## 7. **BALCONIES/PATIOS**

**\$50 FINE per Violation**

- (a) *Balconies and patios shall be used only for entertaining and lounging by the Unit Owner of the Unit to which the same are appurtenant, their families and social guests, or lessees and for no other purposes without the written approval of the Trustees. In no event will any balconies or patios be enclosed or otherwise used for continuous dwelling purposes.*
- (b) *Nothing shall be placed on any balcony or patio, which in the opinion of the Trustees unreasonably obstructs sight lines for other units or is considered unsightly and detracts from the aesthetic appearance of the building. In order to prevent the accumulation of water, indoor/outdoor carpeting is not allowed on the balconies or patios.*
- (c) *Any and all furniture and furnishings placed on any balcony and patio shall be moveable, outdoor "patio" type furniture of a proper weight to take into account wind and storm conditions.*
- (d) *In no event will any Unit Owner be permitted to install permanent lighting on their balcony or patio with the exception of wheelchair accessible units, which are permitted to install a certain approved Board accepted exterior light fixture. A licensed electrician must install said fixture.*
- (e) *Balconies must be cleared of snow and ice within a reasonable timeframe to prevent damage to common areas and other Units. Should Natick Green Maintenance be called upon to clear such snow and ice, a Maintenance Work Order shall be opened and the Unit Owner shall be liable for all costs associated therewith billed at current hourly rates, including any **FINES**.*

*Unit Owners of balconies found in violation of this Rule will be notified by the Natick Green Office to remedy the situation.*

## 8. **CONSTRUCTION ALTERATIONS**

**\$50 FINE per Diem**

*Nothing shall be altered in, constructed in, added to or removed from the common areas and facilities nor shall any entrance door to a Unit be altered, added, removed or replaced, except upon the written consent of the Trustees, with the exception of wheelchair accessible condominiums and townhouses, which are permitted to install a Board approved screen door.*

*Without limitation, no improvements or alterations to, in or affecting any Unit, including any additions or alterations to electrical, plumbing, heating or other systems, equipment or facilities, shall diminish or otherwise*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*adversely affect the sound and/or vibration insulation between Units or between a Unit and the common areas and facilities; and no ventilator or air conditioning device or any other equipment or apparatus shall be installed or used in, on or outside of any window.*

*In accordance with the provisions of this Rule, whenever windows and/or patio/balcony doors are replaced, refer to the “Window and Patio/Balcony Door Changes Procedure” and whenever flooring changes are performed, refer to the “Flooring Changes Procedure.” Both are available from the Natick Green Office.*

## **9. OUTSIDE CONTRACTOR REPAIRS                      \$300 FINE per Violation**

*Any Unit Owner who hires an outside contractor or repair company such as an electrician, mover, plumber, or the like, **must provide a copy of the contractor’s Certificate of Insurance, naming Natick Green Condominium Trust as an additional insured, to the Natick Green Office PRIOR to the commencement of any work.** Said Certificate shall include a minimum of \$1,000,000 Commercial General Liability Insurance and Workers Compensation Insurance.*

*A Unit Owner who fails to provide the above required Certificate of Insurance **PRIOR** to the commencement of work may be assessed a **\$300 FINE** for each tradesperson so hired.*

*The Board of Trustees reserves the right to require the removal and restoration of any change made through work performed without a valid Certificate of Insurance in place **PRIOR** to the commencement of such work.*

## **10. BUILDING EXTERIOR    \$100 FINE per Violation**

- (a) The “Building Exterior” includes all siding, roofs, gutters, downspouts, steps, railings and like building elements, and all windows and doors of the same, and is part of the common area of Natick Green Condominium or areas appurtenant to individual Units.*
- (b) No Unit Owner, lessee, tenant, resident or guest shall make, or cause to be made by any person or entity operating under the direction or control of such person, any damage or change, hole, nail, staple, clip, cable, or other modification (the “Damages”) to such Building Exterior.*
- (c) Any Unit Owner is responsible for the actions of any lessee, tenant, resident or guest of such Unit Owner and all remediation of any such*



# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*Damages shall be at the sole expense of such Unit Owner, as may be determined under the direction of the Director of Maintenance of Natick Green Condominium Trust in his/her sole and absolute judgment and discretion.*

## **11. ELECTRICAL REGULATIONS**

**\$50 FINE per Violation**

- (a) All electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all rules, regulations, requirements, or recommendations of the public authorities having jurisdiction, and the Unit Owner shall be liable for any damages or injury caused by any electrical equipment in his or her Unit, and the Trustees may assess such Unit Owner therefor.*
- (b) Those units that are equipped with the stackable washer and dryer hook-ups that are wired for 120 electric voltage may only be converted to hold a full size or stackable washer and dryer that requires a 240 electric voltage provided that the Unit Owner hires a licensed electrician at Unit Owner's expense who has provided a valid Certificate of Insurance to the Natick Green Office, in advance of any work, and obtains a Town of Natick approved permit for the conversion. Said Unit Owner shall provide a copy of the completed permit signed off by the Town of Natick. Said Certificate shall fully conform to the requirements set forth in **Rule 9 OUTSIDE CONTRACTOR REPAIRS**, above.*

## **12. NO PETS**

**\$50 FINE per Violation or per Diem**

- (a) No dogs, cats, reptiles, or other pets or animals of any kind shall be raised, bred, kept or permitted in any Unit or in the common areas and facilities, or any part thereof of the common areas and facilities, including, without limitation, the sidewalks and exterior landscaped areas ("Property") for any length of time without the prior written consent of the Trustees. This includes visiting pets.*
- (b) Any pet or animal on the Property, and not within a Unit, shall be leashed and under control of the Unit Owner or a lessee, resident or guest of such Unit Owner at all times.*
- (c) Electric/Electronic "wireless" leashes are prohibited.*
- (d) Walking of dogs on the Property is prohibited.*

## Revision 18 – December 21, 2021

- (i) *Pay to the Trust a **\$50 FINE per Violation** for each violation of **Rule 12(a)-12(d) NO PETS**;*
- (ii) *Be personally liable for the cost and expense of any repair of any damage caused by such pet or animal;*
- (iii) *Be required to remove permanently such pet or animal from the Condominium upon ten (10) days written notice from the Trustees;*
- (iv) *Pay to the Trust a **\$50 FINE per Diem** for each day the pet is not removed from the date of written notice of such violation to the Unit Owner, that the pet has been removed. Such removal determination shall be made in the sole judgment and discretion of the Natick Green Condominium Residence Manager.*

***For Sale*** and/or ***For Rent*** signs, and the like, are prohibited on the buildings, windows, balconies, patios or common areas of the Property without written permission granted by the Trustees. The only approved location for Lock Boxes is at the front entrance of the Natick Green Clubhouse at 7 Silver Hill provided that the Seller first signs a Natick Green Lock Box Release Form available at the Natick Green Office.

- (a) Parking Stickers: Residents shall be given **one (1)** Natick Green Parking Sticker for a vehicle registered to a resident, **not to exceed two Parking Stickers per Unit**. The Parking Sticker must be affixed to the vehicle as directed by the Natick Green Office and must be clearly visible.
- (b) Each resident, who is a vehicle owner, must provide a copy of the valid registration for such vehicle to the Natick Green Office in order to showproof that the vehicle is registered to them.
- (c) Authorized Vehicles: Any vehicle parking at Natick Green belonging to a current resident must have a valid Parking Sticker. Vehicles belonging to a visitor of a Natick Green resident are allowed on the property in Visitor spaces only, and for a maximum of **seven (7)** days in any month.
- (d) Unauthorized Vehicles: An Unauthorized Vehicle is one that:
  - (d.i.) Has broken windows, flat tires, or is inoperable.
  - (d.ii.) Is abandoned. Any vehicle in a Visitor space that has not

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*been moved for **seven (7)** consecutive days will be considered abandoned.*

*Violations of the aforementioned rules may result in the vehicle being towed at the owner's expense without notice.*

*Non-resident commuter parking is not allowed anywhere at Natick Green and the vehicle may be towed at the owner's expense without notice.*

- (e) Authorized Parking Areas: Residents with a valid Parking Sticker may park in any space marked by white lines that is not a No-Parking area. Only legally marked handicap vehicles may park in the Handicap spaces. No automobile repairs, washing or changing of fluids is allowed on the Property.*
- (f) No-Parking Areas: There is no parking allowed in any fire lane, intersection, sidewalk, lawn area or any area temporarily marked by Natick Green Management as a No-Parking zone. Vehicles must not overhang the sidewalk, to allow for wheelchair and snowplowing access. Violations of such may result in towing of the vehicle at the owner's expense without notice, as well as ticketing by the Natick Police.*
- (g) Posted Notices of temporary parking restrictions may be posted above the mailboxes in each building and shall be posted at least 24 hours in advance, except in emergencies. Vehicles not conforming to such Posted Notices are subject to towing at the owner's expense without notice.*
- (h) Visitor Parking: Visitor parking shall be in designated areas only and is for visitors to Natick Green only. Visitors are not allowed to park on the property more than **seven (7)** days in any month. **The designated Visitor parking areas are the areas where the curbing is painted blue.** Violations of such may result in the vehicle being towed at the owner's expense without notice.*
- (i) Motorcycles: All resident motorcycles must have a valid Parking Sticker. Such Parking Sticker shall count toward the vehicle limits identified in **Rule 14(a) PARKING**, above.  
*Resident motorcycles are not allowed in Visitor spaces.  
We ask that if you use your motorcycle rarely, please park it farther away from the building so those who use their spaces daily will have those spaces available.**
- (j) Parking during snow: Natick Green Management may, from time to time, order cars removed from any parking area to permit snow*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*plowing. All vehicle owners, so ordered, shall promptly comply and remove their vehicle from the parking area until snow plowing is complete. The Trust is not responsible for any vehicle that is “plowed in” during a snowstorm. Residents are responsible for shoveling out their own vehicle. Do not park your vehicle so that it overhangs the sidewalk. Should you go away for vacation or a business trip, kindly ask the Natick Green Office where you should park your vehicle. Any Unit Owner, their tenant, occupant or visitor who parks their automobile such that it interferes with snow removal procedures shall be subject to a **\$50 FINE** assessed to the Unit Owner and the automobile may be towed off the property at the vehicle owners expense without notice.*

- (k) *Special circumstances: There may be times when residents having extraordinary circumstances may request special accommodations regarding parking issues. Special requests may be brought to the Board of Trustees for consideration.*

## 15. TRASH

**\$50/\$100/\$250/\$500 FINE per Violation**

- (a) *All trash must be placed in trash bags, tied and disposed of in the designated trash compactor which is in the fenced area next to 11 Silver Hill. Use of the trash compactor is restricted to Natick Green residents only. Do not store trash in your unit or in any common area for any length of time. Dispose of it immediately so as not to create a fire or health hazard. Failure to properly dispose of residential trash may result in a **\$50 FINE**.*
- (b) *The laundry room trash receptacles are to be used for laundry related waste only.*
- (c) *Please refer to the **Wheelabrator Millbury, Inc. Unacceptable Waste** list of items that are not allowed to be disposed of in the trash compactor. The **Unacceptable Waste** list is available from the Natick Green Office. There is a **\$100 FINE per Violation** for anyone who disposes any of these items in the compactor and they will be responsible for the cost of removal.*
- (d) ***DUMPING:** Disposal of any building materials, construction waste or waste from activities carried on in a trade or business is prohibited. Anyone who disposes of such waste in the trash compactor shall:*
- (c.i.) *For the **First Occurrence**, be subject to a **\$250 FINE**;*
  - (c.ii.) *For the **Second and each Subsequent Occurrence**, be subject to a **\$500 FINE***

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

- (e) *On occasion, a contractor may have a temporary dumpster at the Property which is not for use by Natick Green residents. Disposal of trash or other items in any temporary dumpster may be subject the responsible Unit Owner to a **\$250 FINE** per occurrence.*
- (f) *For a fee, arrangements may be made through the Natick Green Office to dispose of items on the Wheelabrator list of unacceptable items.*

## **16. POOL & SPA**

**\$50 FINE per Violation**

*Use of the Natick Green Pool is limited to Natick Green Residents and their Authorized Pool Guests.*

*A Resident is defined as one who is registered in the Natick Green Office as a current occupant of a Unit at Natick Green.*

*An Authorized Pool Guest is defined as **one who is accompanied by a Natick Green Resident with a valid POOL PASS.***

- (a) *Natick Green Residents 18(adult) and older will be allowed **up to four (4)** Authorized Pool Guests per Unit, space permitting, as determined by the Lifeguard on Duty.*
- (b) *All Authorized Pool Guests must be accompanied by their Natick Green Resident at ALL times.*
- (c) *ALL residents between the ages of 14-17 must have a **valid POOL PASS with authorized ‘Youth’ marking, and appropriate identification.** Such residents may NOT invite guests.*
- (d) *An adult **MUST** accompany at all times ANY children under the age of 14 while in the pool area.*
- (e) *ALL Residents and Authorized Pool Guests must check in, with their **POOL PASS**, with the Lifeguard on Duty.*
- (f) *All users of the pool and spa (Jacuzzi) must wear bathing suits.*
- (g) *NO Children under the age of 14 are allowed in or around the spa.*
- (h) *NO rubber rafts or tubes are allowed in the pool. Only life preservers and flotation devices that are approved by the Natick Board of Health are permitted in the pool per the direction of the Lifeguard on Duty.*
- (i) *Lounge chairs are available on a first come, first serve basis. There is NO holding or reserving of any chairs, lounges or tables.*
- (j) *There shall be NO diving into the pool or running in the pool area at any time.*
- (k) *NO Glass Containers and NO Alcoholic Beverages are allowed in the pool area.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

- (l) *Any persons who are incontinent must wear swim diapers and rubber pants.*
- (m) *Any behavior that may be deemed a safety liability or cause a nuisance to other pool guests by the Lifeguard on Duty will not be tolerated and is cause for removal from the pool area after the first warning.*
- (n) *Any person in violation of any of the above regulations may be subject to having their pool privileges revoked for the remainder of the pool season.*
- (o) *ANYONE found in the pool area after hours shall have his or her pool privileges revoked for the remainder of the pool season - NO EXCEPTIONS.*
- (p) *The Lifeguard on Duty may use their judgment and discretion in enforcing the rules on an as needed basis. For safety reasons the Lifeguard on Duty may, at their discretion, at any time close the pool and ask all guests to vacate the pool area.*
- (q) *During the pool season, the pool and spa will close at sunset or as determined by the Lifeguard on Duty.*
- (r) *Natick Green Residents and their Authorized Pool Guests must follow all Rules and Regulations.*
- (s) *All decisions of the Lifeguard on Duty shall be final and binding on all persons within the pool and spa area.*

## 17. TENNIS COURTS

**\$50 FINE per Violation**

- (a) *The Natick Green tennis courts are restricted for playing tennis only. No other activity is permitted on the courts including, but not limited to, bike riding, baby carriages, skateboarding or roller skating/roller blading.*
- (b) *The courts are available for use by Natick Green residents and their accompanied guests only.*
- (c) *Residents must be in possession of a **POOL PASS** to use the courts and must display such **POOL PASS** when requested by Natick Green management.*

*Failure to display such **POOL PASS** when requested shall be cause for removal from the courts.*

- (d) *Tennis shoes or rubber-soled shoes must be worn on the courts.*
- (e) *Use of the tennis courts, clubhouse and pool facilities is limited to those properly attired.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

- (f) *If there is a waiting line to use the courts, playing time must be limited to one hour maximum.*
- (g) *The courts are for recreational use only and may not to be used for profit.*

## **18. SOLICITING**

**\$100 FINE per Violation**

*Soliciting is not allowed.*

## **19. LATE FEES**

**\$40 LATE FEE per Month**

*Common Expenses and Other Charges: Pursuant to the powers granted the Trustees in Section 5.4.2 of the Trust, and as amended at the third annual meeting on July 26, 1989, Common Expenses not received by the 10<sup>th</sup> of each month when due, at the designated remittance address, shall be subject to a Late Fee charge of **\$40 per Unit per Month for each month unpaid, on the unpaid amount until paid in full.** Such unpaid Late Fee charge shall become a lien against such Unit Owner's Unit.*

## **20. AMENDMENTS TO RULES**

*The Trustees may, from time to time, promulgate such other reasonable administrative rules and regulations restricting and regulating the use, maintenance and appearance of the common areas and facilities, including parking spaces, storage areas and facilities of the Condominium, as the Trustees consider to be necessary or appropriate for the use and enjoyment, comfort and convenience of all Unit Owners and occupants, and the Unit Owners shall comply therewith.*

*Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended or repealed at any time by the Trustees.*

*These Rules and Regulations are subject to the discretion of the Natick Green Board of Trustees. The Trustees will handle any exception to these Rules on an individual basis.*

## **21. RENTAL OF UNITS**

**\$50 FINE per Diem (also in Arrears)**

*NOTE: Effective April 27, 2021, Natick Green Condominium Trust no longer provides any leasing and related services, including lease renewals.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*In the event any Unit Owner shall rent, let or lease all or any portion of his or her Unit, such Unit Owner shall:*

- (a) Documentation: **Execute a written lease or other instrument evidencing such arrangement** and wherein the party to whom the same is so rented, let or leased does acknowledge and agree to comply with all applicable provisions of the Master Deed, the Declaration of Trust, and all rules and regulations promulgated pursuant thereto;
- (b) Delivery:
  - (b.1.) **Deliver to the Trustees an original, counterpart copy of such instrument signed and acknowledged by such Unit Owner and such party; or,**
  - (b.2.) **Deliver to the Trustees such counterpart copy or copies of such instrument as meet the Signatures requirements set forth in Rule 21(c) Rental of Units, below:**
- (c) Signatures:
  - (c.i.) **Signatures shall be original in as many counterparts as possible; or,**
  - (c.ii.) **Facsimile signatures** being of the form of a digitized image of a handwritten signature, shall be acceptable **ONLY if the language:**
    - “Any facsimile signature attached hereto shall have the same full force and effect as an original.”**is included in such instrument; or,**
  - (c.iii.) **Electronic signatures - An electronic or on-line signature shall be acceptable:**
    - c.iii.1. *as a graphic image of a signature placed on a document using secure software that verifies the identity of the user on the other end. (e.g. **DocuSign**); or,*
    - c.iii.2. *when in the form of a **Facsimile Signature** conforming to the requirements therefore, above*

*Only those individuals who have signed this instrument shall be eligible for a Parking Sticker and POOL PASS.*

**Rental Term Restriction:** *Any Unit rented, let or leased by a Unit Owner shall have a Rental Term of not less than thirty (30) days. For any Unit, the number of rentals, with Rental Terms of less than three (3) months, is limited to four (4) total in any calendar year. Any Unit Owner exceeding the*



# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*limits of this Rental Term Restriction shall be subject to a **\$50 FINE per Diem** during the fifth and any subsequent Rental Terms that are subject to said Restriction.*

*The Unit Owner is responsible for ensuring that his/her tenants abide by the Natick Green Rules and Regulations and that any violation is corrected.*

*The Unit Owner may be fined for each violation of these Rules and Regulations caused by the Unit Owner or his/her tenants.*

*Any Unit Owner failing to fully comply with the documentation requirements of this Rule, may be assessed a **\$50 FINE per Diem** starting on the first day of occupancy by tenant and continuing at the per Diem rate for as long as such instrument is outstanding, until such tenancy ends.*

*Fines under this **Rule 21 RENTAL OF UNITS** shall be assessable to the Unit Owner during or after (**in Arrears**) the termination of any tenancy that fails to meet the requirements set forth herein.*

## **22. RIGHT OF ENTRY & PERIODIC UNIT INSPECTION    \$50 FINE per Diem**

- (a) *Right of Entry: The agents of the Trustees, or the managing agent and any contractor or workman authorized by the Trustees, or the managing agent, may enter any room or Unit, any storage space and access to the attic in the Condominium Buildings at any reasonable hour of the day after reasonable notification (except in case of emergency, where notice shall not be necessary) for the purpose of inspecting the same, making emergency repairs, and/or taking such measures as may be necessary to control or exterminate vermin, insects, or other pests.*

*Any Unit Owner who fails to cooperate with any entry request authorized by the Trustees shall be assessed a **FINE of \$50 FINE per Diem** until such entry request has been honored.*

- (b) *Periodic Unit Inspection: The Natick Green Condominium Trust Maintenance organization conducts periodic inspections of every Unit (annually, in general) to maintain functional conformance with these Rules and Regulations, to help to minimize unnecessary waste of utilities covered by the monthly Condominium Fee (water), and to help protect both the Units and common areas and facilities from damage.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*The Periodic Unit Inspection covers items such as:*

- (b.1.) Washing machine supply hoses*
- (b.2.) Water leaks, in general*
- (b.3.) Visible water damage that may affect other units*
- (b.4.) Leaking/dripping faucets*
- (b.5.) Running/leaking toilets*
- (b.6.) Expired smoke alarms*
- (b.7.) Replacement of batteries in leak detection equipment at water heaters*
- (b.8.) Other items at the direction of the Natick Green Director of Maintenance*

*Any materials installed during the Periodic Unit Inspection are at the sole expense of the Unit Owner.*

## **23. KEYS**

**\$50 FINE per Diem**

*The Trustees or their designated agent shall retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock or a bell, buzzer, knocker or security alarm on any Unit door without the written consent of the Trustees. In the event such consent is given, the Unit Owner shall provide the Trustees or their designated agent with an additional key or lock combination, as the case may be, pursuant to their right of access to such Unit.*

## **24. NUMBER OF OCCUPANTS**

**\$50 FINE per Diem**

*The number of occupants in any Unit shall meet all applicable requirements of the Massachusetts State Sanitary Code and all applicable requirements that may be set forth from time to time by the Town of Natick, Massachusetts.*

## **25. CLEANLINESS**

**\$50 FINE per Violation**

*Each Unit Owner shall keep his Unit (and any exclusive appurtenant common area) 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, patios, balconies or windows thereof, any dirt or other substance.*

## **26. ACCESS TO ROOFS AND ATTICS**

**\$50 FINE per Violation**

*No unauthorized person, including a Unit Owner, shall be permitted on the roof of or in the attic areas of the Condominium Buildings. For inspections and/or repairs to HVAC units, contractors must make an appointment with the Natick Green Office in advance.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## 27. SAFETY

**\$50 FINE per Violation**

*Each Unit Owner assumes responsibility for his own safety and that of his family, guests and lessees. No strangers or uninvited visitors may be allowed access into the Buildings. Unit Owners shall be responsible for completely closing behind them all doors providing ingress to and egress from the residential units and common areas of the Condominium Buildings and shall at no time place articles in doorways or otherwise impede the complete closing of such doors behind them for security purposes. All fire doors must be kept closed for fire safety prevention. No personal articles may be stored in the hallways of the building to prevent any interference with exiting the building during emergencies.*

## 28. PLUMBING

**\$50/\$200 FINE per Violation**

- (a) *Residents must not use any chemical solutions such as Liquid Plumber or Drano or any other chemical solution to clear stopped up drains, which could result in severe damage. Any Unit Owner who uses such is responsible for any replacement and/or repair costs.*
- (b) *All washing machines shall be equipped with **reinforced** supply hoses. **Rubber supply hoses are banned from the Property.** Rubber supply hoses encountered during the Natick Green Periodic Unit Inspection will be replaced with reinforced supply hoses. All costs associated with such supply hose replacement shall be at the sole expense of the Unit Owner.*
- (c) *All Water Heaters shall be provided with:*
  - (c.i.) *A functional manual shutoff valve in the cold-water supply line; and either:*
  - (c.ii.) *A non-electric shutoff valve (“WAGS Valve”), designed to automatically shut off the cold-water supply to the water heater when leaking. This shutoff valve will sit in a drip pan under the hot water heater and is connected in the cold-water supply line; or,*
  - (c.iii.) *A battery-operated shutoff valve (FloodSTOP valve, or equivalent), located in the cold-water supply line to the water heater, that will shut off the cold water to the water heater when moisture is detected by a sensor located in a drip pan under the hot water heater. Such battery-operated shutoff valve shall provide an audible alarm under either:*
    - c.iii.1. *a low-battery condition; or,*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

c.iii.2. *upon assuming a SHUTOFF Condition due to moisture being detected in the water heater drip pan.*

*It is the responsibility of the Unit Owner to maintain all batteries in such battery-operated shutoff valve in a good and functional condition at all times. Repair of any and all damages (including per Unit Water Damage Deductibles related to Natick Green provided Insurance) resulting from failure to maintain such batteries shall be at the expense of such Unit Owner.*

*If, upon inspection by Natick Green, such batteries shall be found to have been removed, the Unit Owner may be subject to a **\$200 FINE** for each occurrence.*

*In any event, said batteries WILL BE REPLACED at the sole expense of the Unit Owner, as part of the Natick Green Periodic Unit Inspection carried out under the direction of the Natick Green Condominium Director of Maintenance.*

- (d) *Low flow toilets (1.6 gallons per flush, or less) are required to be installed in each Unit and Unit Owners are responsible to meet the water restriction requirements that are specified by the Massachusetts Plumbing Code.*
- (e) *Each toilet and sink must be equipped with functional shutoff valves.*
- (f) *Residents who leave their Unit unattended for any length of time during the winter months must leave their thermostat set at a **minimum temperature of 60 degrees Fahrenheit** to prevent pipes from freezing. Any Unit Owner who does not do so, or whose tenant, or occupant does not do so, is responsible for any and all damages associated with each such incident and all costs of repair.*

## 29. **FIRE ALARMS**

**\$50 FINE per Violation**

*The fire alarms are **not directly connected** to the Natick Fire Department and therefore, it is necessary to call the fire department to report a fire alarm.*

***The Natick Fire Department EMERGENCY number is 911.***

*Leave the building if the alarm sounds. Do not assume that it is a false alarm. The smoke detectors in the units are hard wired as opposed to*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*battery operated. Therefore, if the smoke detector sounds falsely do not pull it down from the ceiling in order to shut it off.*

*If due to smoky cooking, fan the area and open your windows and slider **to the outside and not the hallway doors** as that may cause the building alarm to sound.*

*Yearly testing of the alarm systems, including interior unit heat detectors and smoke detectors will be performed.*

*Note that **smoke detectors older than 10 years** from the marked manufacturing date on the alarm are subject to replacement during Periodic Unit Inspections. Such replacement may be without prior notice and shall be at the sole expense of the Unit Owner.*

## **30. OUTDOOR COOKING DEVICES** **\$200 FINE per Diem**

*No gas, charcoal or other flammable/combustible grill, hibachi, or other like device may be used on the patios or decks appurtenant to the units nor may they be used or maintained within any unit or storage area.*

*A common area grill site is located **across from 11 Silver Hill** for use by Natick Green residents. Charcoal/wood grills, picnic tables, and trash and hot ash containers are available at the grill site. Residents are responsible for cleaning the site after each use.*

## **31. DRYER VENT** **\$50 FINE per Violation**

*Any Unit Owner wanting to install a dryer vent in their Unit to vent to the exterior of the building will need to complete and submit the **Dryer Vent Policy Form**, in writing, **prior to the work commencing**. This document can be obtained from the Natick Green Office.*

*All dryer vents, which are in use, must be cleaned at a maximum interval of 24 months.*

## **32. EXTENSIVE VACANCY OF UNITS**

*Any Unit that may be continuously unoccupied or vacant for a period of **thirty (30) days**, or longer, shall be subject to periodic inspection by the Natick Green Director of Maintenance.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

*At the discretion of the Trustees, repairs to such Unit may be undertaken to protect the use and enjoyment of the Condominium by other Unit Owners and residents. Costs of repairs and maintenance undertaken to such Unit, hereunder, shall be the sole expense of such Unit Owner.*

*Entry and inspection of such Unit shall be at the direction of the Trustees pursuant to the Natick Green Condominium Declaration of Trust, Section:*

## *...POWERS OF THE TRUSTEES*

*...the Trustees may...(xiv)...manage, maintain, repair, restore and improve the common areas and facilities or the Units, when they deem necessary;...*

*Any Unit Owner who fails to cooperate with any entry request authorized by the Trustees shall be assessed a **FINE of \$50 FINE per Diem** until such entry request has been honored.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## 33. **APPEAL OF FINES**

*All fines assessed for violations of these Natick Green Condominium Rules and Regulations shall be assessed to the Unit Owner of the subject Unit (the “Subject Unit Owner”). The Subject Unit Owner is liable for any fines levied due to the action(s) of said Unit Owner or the occupants of said Unit including guests and lessees.*

*A Unit Owner who wishes, may **Appeal** levied fines to the Board of Trustees whose decision shall be final and binding on such Unit Owner.*

***Such Appeal shall be in writing**, stating the fine(s) being appealed and the basis for such request, delivered to the Natick Green Office at least ten (10) days prior to the Board of Trustees meeting at which the appealing Unit Owner may personally appear before the Board.*

*The appealing Unit Owner will be given time on the Agenda of the Board Meeting with an **initial presentation time limit of ten (10) minutes**. Additional time may be granted in the sole discretion of the Board of Trustees.*

*The Board of Trustees shall take the matters presented under advisement and will issue a decision, or a request for additional information, within thirty (30) days.*

*The decision of the Board of Trustees shall be final and binding upon the appealing Unit Owner.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## 34. **RULE VIOLATIONS AND FINES**

*A violation of any of the above Rules and Regulations by a Unit Owner, or his tenant or occupant, shall result in the right of the Trustees to assess to such Unit Owner a FINE, as listed below, when such Unit Owner is in violation of that Rule or Regulation as follows:*

**TABLE OF FINES**

RULE #1 RESIDENTIAL USE ONLY	BUSINESS USE OF UNIT	\$100 FINE PER DIEM
RULE #2 CONDITION OF UNIT		\$25 FINE PER DIEM
RULE #3 INSURANCE		\$100 FINE PER DIEM
RULE #4 NUISANCE REGULATIONS	SMOKING - COMMON AREA	\$50 FINE PER VIOLATION
RULE #5 PERSONAL ARTICLES & COMMON AREAS		\$25 FINE PER DIEM
RULE #6 FLAMMABLES		\$200 FINE PER DIEM
RULE #7 BALCONIES/PATIOS		\$50 FINE PER DIEM
RULE #8 CONSTRUCTION ALTERATIONS		\$50 FINE PER DIEM
RULE #9 OUTSIDE CONTRACTOR REPAIRS	CERTIFICATE OF INSURANCE	\$300 FINE PER VIOLATION
RULE #10 BUILDING EXTERIOR		\$100 FINE PER VIOLATION
RULE #11 ELECTRICAL REGULATIONS		\$50 FINE PER VIOLATION
RULE #12 NO PETS		\$50 FINE PER VIOLATION OR PER DIEM
RULE #13 FOR SALE SIGNS & LOCK BOXES		\$50 FINE PER DIEM
RULE #14 PARKING		\$50 FINE PER VIOLATION AND/OR TOWING
RULE #15 (a), (b) TRASH	DISPOSAL	\$50 FINE PER VIOLATION
RULE #15 (c) TRASH	UNACCEPTABLE WASTE	\$100 FINE PER VIOLATION
RULE #15 (d) TRASH	DUMPING	\$250 FINE 1 <sup>st</sup> VIOLATION
RULE #15 (d) TRASH	DUMPING	\$500 FINE 2 <sup>ND</sup> * VIOLATION *SECOND OR SUBSEQUENT
RULE #15 (e) TRASH	DUMPSTERS	\$250 FINE PER VIOLATION
RULE #16 POOL & SPA		\$50 FINE PER VIOLATION
RULE #17 TENNIS COURTS		\$50 FINE PER VIOLATION
RULE #18 SOLICITING		\$100 FINE PER VIOLATION
RULE #19 LATE FEES	FEES, CHARGES	\$40 FINE PER MONTH
RULE #21 RENTAL OF UNITS		\$50 FINE PER DIEM
RULE #22 RIGHT OF ENTRY & PERIODIC UNIT INSPECTION		\$50 FINE PER DIEM
RULE #23 KEYS		\$50 FINE PER DIEM
RULE #24 NUMBER OF OCCUPANTS		\$50 FINE PER DIEM
RULE #25 CLEANLINESS		\$50 FINE PER VIOLATION
RULE #26 ACCESS TO ROOFS AND ATTICS		\$50 FINE PER VIOLATION



# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## TABLE OF FINES, (Continued)

RULE #27 SAFETY		\$50 FINE PER VIOLATION
RULE #28 PLUMBING		\$50 FINE PER VIOLATION
RULE #28 (c.iii) PLUMBING	NO BATTERIES	\$200 FINE PER VIOLATION
RULE #29 FIRE ALARMS		\$50 FINE PER VIOLATION
RULE #30 OUTDOOR COOKING DEVICES		\$200 FINE PER DIEM
RULE #31 DRYER VENT		\$50 FINE PER VIOLATION
RULE #32 EXTENSIVE VACANCY OF UNITS		\$50 FINE PER DIEM

*The Unit Owner found in violation of these Rules shall be responsible for the costs of repair for any damages caused by violations of these Rules and Regulations by such Unit Owner.*

*Until paid, the FINE shall constitute a lien against the Unit of such Unit Owner pursuant to the provisions hereof and **Section 6 of MGL c. 183(a)**.*

*Should the FINE become more than 60 days past due, Natick Green Condominium Trust reserves the right to withhold both common area privileges and interior maintenance services to Unit Owners and/or their tenants until the past due balance is paid in full.*

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

## 35. **TABLE OF FEES**

*Costs associated with Items and Services provided by Natick Green Condominium Trust are generally charged to the Unit Owner receiving such Items or Services. The Trustees have established FEES, as well as the acceptable methods of payment, to cover the Items and Services provided as follows:*

<b><u>Item</u></b>	<b><u>Fee</u></b> No Credit Cards Accepted	<b><u>Payment</u></b> Check, Cash or Money Order - except as noted	<b><u>Contact</u></b> Office = Natick Green Office at 7 Silver Hill 508-655-5800
6(d) Certificate & Questionnaire	\$200		Fisher Financial 617-738-4940
Condominium (Monthly) Fees paid within 10 business days of closing	Due Amount	Cashier's Check	Fisher Financial
Tenant Application with Background check	N/A	-	- Not Offered -
Condo Documents - Declaration of Trust, Master Deed, and Bylaws	\$100		Fisher Financial
HVAC Replacement Filter	\$4		Office
Key - Replaced or Made - per Key	\$4		Office
Laundry Card or Replacement	\$5		Office
Lease Renewal or Extension	N/A	-	- Not Offered -
Lease with Application	N/A	-	- Not Offered -
Move-In Packet - Admin Fee	\$100	Billed to Unit Account	Office
Pest control	\$50	Billed to Unit Account	Office
Pool Pass Replacement	\$10		Office
Water Shut Off Notice w/ Plumber's Cert. Of Insurance and Minimum Notice of 24-hours	\$30	Billed to Unit Account	Office

# RULES AND REGULATIONS OF THE NATICK GREEN CONDOMINIUM

Revision 18 – December 21, 2021

**TABLE OF FEES, (Continued)**

<b><u>Item</u></b>	<b><u>Fee</u></b> No Credit Cards Accepted	<b><u>Payment</u></b> Check, Cash or Money Order - except as noted	<b><u>Contact</u></b> Office = Natick Green Office at 7 Silver Hill 508-655-5800
Maintenance Labor per 1/2 hour with NGCT Maintenance Contract on file (Regular Work Hours*)	\$30	Billed to Unit Account	Office
Maintenance Labor per 1/2 hour with NGCT Maintenance Contract on file (Nights and Weekends**)	\$60	Billed to Unit Account	Office
Maintenance Labor per 1/2 hour with No NGCT Maintenance Contract on file (Regular Work Hours*)	\$45	Billed to Unit Account	Office, if Maintenance Emergency: 508-318-4510
Maintenance Labor per 1/2 hour with No NGCT Maintenance Contract on file (Nights and Weekends**)	\$90	Billed to Unit Account	Office, if Maintenance Emergency: 508-318-4510
<b><u>Unit Make Ready Service</u></b>			
1 Bedroom 1 Bath Condominium Unit with Signed Contract	\$1,000	Billed to Unit Account	Office
2 Bedroom 1 Bath Condominium Unit with Signed Contract	\$1,200	Billed to Unit Account	Office
2 Bedroom 2 Bath Condominium Unit with Signed Contract	\$1,400	Billed to Unit Account	Office
Townhouse Condominium Unit with Signed Contract	\$1,400	Billed to Unit Account	Office

*\* Regular Work Hours are Monday thru Friday 9:00 AM to 4:00 PM, Natick Green recognized holidays, excepted.*

*\*\* Outside Regular Work Hours*