#### **RULES & REGULATIONS for**

#### LONGLEY TRACE CONDOMINIUM

These Rules & Regulations are adopted for the benefit of Unit Owners at Longley Trace Condominiums (the "Condominium"). They are intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere, restrict or burden the use of property.

All residents and guests are expected to abide by these rules which are meant to supplement the provisions of the Master Deed and Condominium Trust for the Condominium.

### **SECTION 1: Additional Restrictions of Use**

- No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possessions or proper use of the Property by its residents.
- 2. No offensive or unlawful use shall be made of the Property or any part thereof.
- 3. No habitation of any type or duration is permitted on the Common Area.
- 4. No use which constitutes a fire hazard, which may result in the cancelation of any insurance on any part of Longley Trace Trust, or which is in violation of any law, ordinance or government regulation is permitted.
- 5. No Unit shall be used or rented for transient, hotel or motel purposes.
- Professional office use of a Unit is permitted as long as it does not significantly increase
  the traffic, noise, and/or hazardous conditions of the Property; otherwise, approval
  must be obtained from the Board of Trustees.
- The Common Areas shall be used only for the furnishings of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 8. A private or semi-private well maintained vegetable garden is permitted provided it is not deemed to be an eyesore or cause other negative visual impact; however it must not be located in the front.
- 9. No livestock or farm animals shall be kept or permitted in any Unit or in its Exclusive Use Area or any other Common Area.
- 10. Bee keeping is not permitted.
- 11. A reasonable number of well-maintained bird feeders and/or bird houses are permitted.

- 12. Only minimal vehicle maintenance (tire change, oil change, washing and waxing) is permitted.
- 13. No car repair or storage of cars, (or portions of cars) outside.

### **SECTION 2: Physical Premises**

- No structures of any type or nature, however temporary, shall be erected, placed or permitted on the Non-Exclusive Common Area. This includes, but is not limited to: swimming pools, tennis courts, skateboard ramps, recreation center.
- 2. Nothing shall be altered or constructed in or removed from the Non-Exclusive Common Area except upon the written consent of the Board of Trustees.
- 3. No structures of any type or nature, shall be erected, placed or permitted on the Exclusive Use Area without the prior approval of the Board of Trustees. This includes, but is not limited to: Playgrounds and play sets, swimming pools, hot tubs, sheds, accessory buildings, and storage units; even if allowed by the Town of Shirley's Zoning By Laws.
- 4. No waste shall be committed in the Non-Exclusive Use Common Areas, and specifically no tress, shrubbery, or brush shall be cut without the prior consent of the Board of Trustees.
- 5. Obstruction of driveways, sidewalks, courts, and/or entry ways, which shall be used for the purposes of ingress and egress only, is not permitted.
- No Unit Owner shall place, or cause to be placed, in or on Common Areas other than in their Exclusive Use Area to which such Unit Owners has direct access, any furniture, packages or objects of any kind.
- 7. Exclusive Use Areas should be kept reasonably neat, clean, and in orderly fashion so as not to be deemed a nuisance.
- 8. Unlicensed vehicles, watercraft, building materials or unsightly items may not be stored outside.
- 9. Reasonable holiday decorations are permitted; however they shall be displayed no earlier than 1 month prior, and must be removed within 1 month after the holiday.
- 10. Flammable, Combustible and Explosive Materials: No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting, cooking, and cleaning fluids and fuel as are customary for residential or firearms use.

#### 11. Propane Tanks (large):

- a. Unit Owner must work in cooperation with the various boards of the Town of Shirley for the necessary applications and permits.
- b. The installation must be performed by a licensed contractor.
- c. The proposed location for the underground propane tank must be the back, underground, within the Unit's Exclusive Use Area, and must not interfere with the most current As Built Plan filed with the Middlesex South Registry of Deeds with respect to existing or potential future septic system components.
- 12. Landscaping: No invasive species are permitted, (e.g. Barberry, Purple Loosestrife) No chicken coops, outdoor kennels or dog-runs will be permitted in either Exclusive Use or any other Common Area.
- 13. Discrete window air conditioners are permitted.
- 14. Discrete placement of one retractable type clothesline is permitted. Clotheslines must be kept closed when not in use and not be considered a nuisance.

#### **SECTION 3: Household Pets**

- 1. Ordinary domestic pets may be kept by any Unit Owner, but no pets shall be so allowed unless registered with the Board of Trustees or their designee.
- 2. Such permissions may be withdrawn by the Board of Trustees in the event complaint is made by other Owners.
- 3. Outdoor cats must be spayed/neutered and have all shots up to date.
- 4. Dogs must and have all shots up to date and be under control of the Owner at all times when outside.
- 5. Pet owners shall clear and remove any fecal deposits on Common Areas (to include other Unit Owner's Exclusive Use Area).
- 6. Each owner will hold the Board of Trustees and each Trustee harmless against loss or liability for any actions of his pets within the Property.
- 7. If pets create noise, are allowed outdoors in the Common Areas without close supervision, or in any way create a disturbance or unpleasantness, the Board of Trustees will be forced to withdraw its consent in which case the pet must be removed.

#### **SECTION 4: Trash**

- 1. The Trash dumpster in the Condominium is to be used exclusively by the Unit Owners and/or occupants of the Unit. It is not intended for use by non-residents.
- 2. The Unit Owner shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any Building or within the Common Areas.
- 3. Unit Owners and/or occupants of the Unit and their guests shall not deposit trash, garbage, or other refuse in the Common Areas, other than in the dumpsters provided.
- 4. There is a \$50 fine for littering the premises to be considered an additional charge due by the Unit Owner.
- 5. No dumping of hazardous materials is permitted.
- 6. Leaving trash outside the dumpster is not permitted.
- 7. The dumpster is not intended for the disposal of large appliances and household items.
- 8. Violators will receive a letter of reprimand from the Board of Trustees and may be fined for continued violations, amount of fine to be determined by the Trustees in accordance with the degree of the violation and to be considered an additional charge due by the Unit Owner.
- 9. If the violator cannot be determined and such misuse requires an additional charge for pickup, the Board of Trustees has the authority to pass the costs to all Unit Owners rather than to absorb the cost from funds previously budgeted. Such additional charges to be evenly distributed among all Units as an additional charge due by each Unit Owner.

# **SECTION 5: Septic**

- 1. The size and capacity of the components of the septic system was designed for liquids and human waste only.
- 2. The septic system is not designed for the additional volume that would be required if used for food-waste as well as human waste.
  - a. Garbage disposals should not be installed or used within Longley Trace Condominium, even if identified as septic-safe.
  - b. Toilets should not be used to dispose of food waste.
- 3. The septic system is not designed for the dumping or flushing of hazardous materials, chemicals, and/or medicines.

- 4. Unscheduled septic pumpings will be monitored for abuse and appropriate fines will be assessed to any Units found abusing the common septic systems.
  - a. If the individual violator cannot be determined and such misuse requires an additional charge for pickup, the Board of Trustees has the authority to pass the costs to all Units associated with the tank rather than to absorb the cost from funds previously budgeted. Such additional charges to be evenly distributed among all Units supported by the tank, as an additional charge due by the Unit Owner.

## **SECTION 6: Traffic, Parking and Vehicles**

- 1. The speed limit in the Condominium is 15 m.p.h. All vehicles must observe the speed limit.
- 2. Each parking space in the Condominium is intended to be used only by the Unit Owner who has an easement for the exclusive use of such parking space, the occupants of such Unit Owner's Unit and their guests and invitees.
- 3. Vehicles must be parked in driveway, garage, or other designated parking spot. No vehicles of any kind may be parked on any street or Non-Exclusive Common Area.
- 4. Parking spaces are intended to be used for parking of currently registered and licensed private passenger cars, trucks, and vans in operating condition.
- No parking of commercial vehicles allowed except for licensed light commercial vehicles (e.g. pickup trucks or vans less than 9 feet tall) with the prior written permission of the Trustees.
- 6. Specifically there is no parking of box trucks, combination vehicles, cabs, delivery trucks, or panel vans and other large commercial vehicles.
- 7. Parking spaces are not intended to be used for large vehicles, boats, trailers (utility or otherwise), storage containers, equipment, mobile homes, recreational vehicles, or other vehicles or items except with the prior written permission of the Trustees.
- 8. For purpose of verification "parking spaces" are those areas shown as the driveways on Condominium Plan recorded herewith.
- A Unit Owner may lease or otherwise grant the right of use of any parking space in which such Unit Owner has an easement for exclusive use to an occupant of another Unit in the Condominium, but not to any other person.
- 10. Unit Owners should not be using Visitor Parking on a regular basis.
- 11. Visitor Parking is only permitted on Non-Exclusive Common Area in 2 locations:

- a. The parking spaces identified within the paved portion of Common Area in the center of Buildings G, H, and I.
- b. The parking spaces identified within paved portion of Common Area in front of Building C.
- 12. Use of street legal motorized vehicles, (including but not limited to snow machines, allterrain vehicles, or other motorized vehicles of any type, size or description) is prohibited within the Condominium.
- 13. Violators will receive a letter of reprimand from the Board of Trustees. Repeated violations of this rule are subject to towing and/or fining of \$50 per instance at the Unit Owner's expense.
- 14. There will be additional Non-Exclusive Use area parking restrictions during the winter months to allow for the effective removal of snow.

## **SECTION 7. Signs**

- 1. No illuminated or handmade signs are permitted.
- Personal Business name plaques are permitted and may be maintained as long as such sign or plaque is in compliance with the structural and/or aesthetic integrity of the Condominium, is mounted near the front door, and is not larger than approximately 2" x 12".
- 3. Temporary Commercial signs, plaques or communications may be placed on the exterior of any Unit or its Exclusive Use Area on a short-term basis, by the Unit Owner.
- 4. Real-estate signs are permitted with the following restrictions:
  - a. Only one (1) real-estate sign (including, but not limited to: "For Sale", "For Rent", or "For Lease" signs) is permitted at the entrance to the Condominium on Longley Road, plus another one (1) real-estate sign is permitted on the Exclusive Use Area associated with that Unit therein.
  - b. Real-estate signs are must be removed within 1 week of the sale, or agreement is signed.
  - c. Any such signs must be in compliance with the structural and/or aesthetic integrity of the Condominium is not larger than 18 inches high, by 24 inches wide.
  - d. Exceptions must be approved by the Board of Trustees.
- 5. Any derogatory or offensive materials posted will be removed immediately.
- 6. Political signs are permitted, but shall be displayed no earlier than 2 weeks prior to the

election, and must be removed within 2 days of the election.

### **SECTION 8. Violations**

The Unit Owner shall be responsible for any violation of the Declaration of Trust and By Laws or Rules and Regulations by the Unit Owner, guests, or the occupants, including tenants of his/her Unit.

Depending on the type, severity, and duration of the violation, the Board of Trustees may choose a variety of corrective measures as explained in various other Articles within the Declaration of Trust and By Laws.

## **SECTION 10. Document History and Signature Page**

These Rules & Regulations were established by the Condominium's Board of Trustees on December 10, 2012, having been approved by a majority of the Board of Trustees of the Association of Unit Owners of Longley Trace Condominium Trust; (ref. Article VII, section 14 of its Declaration of Trust and By Laws).

Signed this 10 day of 2012.

**David Vincent** 

Trustee

Eric LaFond

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Trustee

Joseph, K. Bettengill

Trustee

Kathleen M. Davis

Trustee