

LEDGEMERE COUNTRY
CONDOMINIUM ASSOCIATION

ASHLAND, MA

RULES AND REGULATIONS

(revised August 2011)

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A. PREAMBLE

These rules and regulations are promulgated by the Board of Governors of the Ledgemere Country Condominium Association pursuant to their authority as provided in Article VI, Section 16, of the By-Laws of the Ledgemere Country Condominium Association and Section 11(d) of the Massachusetts Condominium Act (M.G.L. c. 183A). These rules and regulations are designed and intended to promote the peaceful and congenial use and occupation of the Condominium, to preserve the Condominium's architectural integrity, and to maintain and enhance the values of the Condominium.

These rules and regulations contain, in addition to others, a number of rules and regulations which are recitations and clarifications of specific provisions contained within the Master Deed and the By-Laws. These are included within these rules and regulations in order to provide, in one place, a relatively complete set of rules of conduct. These rules and regulations do not, however, supplant the provisions of the Master Deed or By-Laws. Unit owners are, therefore, reminded that there are significant provisions contained in both the Master Deed and By-Laws which relate to the use and occupancy of the Condominium and the rights and obligations of all residents. All such provisions of the Master Deed and By-Laws shall be deemed part of these rules and regulations.

These rules and regulations are intended to supersede all previously promulgated and existing rules and regulations. Pursuant to Article VI, Section 16, the Board of Governors may, from time to time, amend, modify, replace, and/or repeal any or all of these rules and regulations.

To provide for simplicity and ease of reference, these rules and regulations have been categorized into distinct categories. These categorizations are not controlling in any manner or form.

These rules and regulations shall become effective on May 28, 1992.

B. USE OF UNITS

1. The buildings and each of the units are intended only for residential purposes. No use may be made of any unit except as a residence for the owner thereof or his permitted lessees and the members of their immediate families. Such use may include an accessory home office so long as no clients are served there, no employees work there, and there are no visible signs of business activity, no increased traffic, no additional risk, and no more-than-normal package deliveries. Accessory home office use shall not interfere with the peaceful enjoyment by other residents of their units and common areas. Signage will not be permitted.
2. Occupancy of units is limited by the Town of Ashland to two people per bedroom. At Ledgemere, that means, specifically: "L" units, four people; star units, four people; deck units with finished second floors and a den on the main floor, four people; and deck units with unfinished second floors, two people. Ashland's zoning and safety regulations do not allow any basement areas at Ledgemere to be used as bedrooms. The town Building Department specifies that deck units with dens cannot be listed as three-bedroom units under any circumstances. This provision shall be administered in conformity with the Federal Fair Housing Act Amendments.
3. No noxious or offensive activity shall be carried on in any unit. Nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other resident or residents.
4. No occupant shall make or permit others, including guests, family members and pets, to make any disturbance in the unit, nor do or permit anything by such persons or pets that will interfere with the rights, comforts, or convenience of other residents. In furtherance of this restriction, no musical instrument, stereo, television, radio, or like item shall be played or operated between the hours of 11 p.m. and 8 a.m. at a volume audible to the normal ear in adjoining units.
5. Nothing shall be swept, thrown, or deposited from a unit onto the common areas, excepting snow removed from decks, stairs, etc., and no rugs, mops, brooms, or like items shall be shaken from any window, door, porch, or deck.

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Adopted: May 28, 1992
Amended: November 19, 2003

C. MAINTENANCE OF UNITS

1. All Unit Owners are obligated to maintain and keep in good order their own Units. These provisions include cleaning decks of snow, leaves, and trash and cleaning fireplace chimneys.
2. No structural addition, alteration, or improvement shall be made to any Unit without first obtaining the written consent of the Board of Governors.

D. LEASING OF UNITS

1. No Unit Owner may lease, rent, or let a Unit unless that Unit Owner is current on all condominium fees and assessments.
2. No Unit Owner may lease, rent, or let a portion of a Unit without the consent of the Board of Governors which will only be granted for circumstances outside the control of the Unit Owner.
3. No unit may be leased, rented, or let for more than one year without the written consent of the Board of Governors.
4. In order to ensure compliance with the foregoing restrictions, and other applicable restrictions, any Unit Owner intending to lease, rent, or let a Unit shall first notify the Board of Governors of their intent to do so, providing the Board of Governors with the names of the prospective tenants, the number of intended occupants and their relationship to each other, and the intended term of occupancy.

E. USE OF THE COMMON AREAS

1. No noxious or offensive activity shall be carried on in any Unit. Nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other resident or residents.
2. No resident shall make or permit others, including guests, family members, and pets, to make any disturbance on the Common Areas nor do or permit anything by such persons or pets that will interfere with the rights, comfort, or convenience of the other residents. In furtherance of this restriction, no use of the Common Elements, including the decks, will be permitted, except for transit there through and parking thereon, between the hours of 11 p.m. to 8 a.m.
3. Nothing shall be altered or constructed on or removed from the Common Elements. Landscaping shall be permitted as provided for in these rules and regulations.
4. Nothing shall be done in or to the Common Elements which will impair the structural integrity or structurally change any of the Building(s), without the written consent of the Board of Governors.
5. Nothing shall be stored on the Common Elements, which includes the area under the decks, except as here provided. Lawn furniture, sandboxes, kiddie pools, and like items shall not be stored on the Common Elements. The temporary placement and usage of such things as lawn furniture, barbeque grills, and like items shall be permissible, provided that they are not left upon the Common Areas for extended periods. Firewood may be kept under the decks or in other areas as approved by the Board, but in all events three feet from the buildings or parts thereof.
6. The Common Elements shall be kept free and clear of rubbish and debris.
7. No yard sales or similar activities shall be conducted on the Common Elements.

F. ARCHITECTURAL INTEGRITY

1. Except as herinafter provided, Unit Owners shall not cause or permit anything to be hung or displayed on the outside of a building or other parts of the Common Elements.
2. No sign, awning, canopy, shutter, or antenna shall be affixed to or placed upon the exterior walls or roofs.
3. No clothes, sheets, blankets, laundry, or similar articles shall be hung or exposed on any part of the Common Elements.
4. No signs, displays, or advertising shall be maintained or permitted on any part of the Common Elements.
5. No deck shall be enclosed or covered by an awning or similar structure.
6. Decks shall be used only for such purposes as are normal and customary. This shall include placement of plants in containers and exterior furniture and accessories.
7. Residents shall be entitled to install garden hose hangers/receptacles on the exterior of buildings in proximity to sill cocks, and shall be entitled to make other unobtrusive usage of the Common Areas in and about the areas immediately adjacent to their Units as is normally incident and incidental to the residential nature of the Condominium, including such things as affixing thermometers, name plates, and like incidental items.
8. No window air conditioning unit, fan, or similar device which protrudes beyond the plane of the window in which it is placed shall be allowed. Window air conditioners, fans, or similar devices which do not protrude beyond the plane of the window in which they are placed shall be permitted without the consent of the Governors.

Unit Owners shall be permitted to install central air conditioning units to serve the Unit. A Unit Owner desiring to install such a central system shall first apply to the Board of Governors for permission, providing full manufacturer's literature on the proposed unit and a proposed location. No such installation shall be made until the Governors grant their permission in writing, and then only upon such terms and provisions as specified.

G. LANDSCAPING

1. Unit Owners may, without the prior consent of the Board of Governors, at such Unit Owners' sole expense, plant flowers and shrubbery within the lawn areas adjacent to their Units but not beyond twenty-five (25) feet perpendicular to any exterior wall of the Unit. Provided, however that the Board of Governors may require the removal of such planting upon ten (10) days written notice if the Board, in its sole discretion, determines such planting to be unsightly and/or inappropriate.

2. Unit Owners, with the written consent of the Board of Governors, may at such unit Owners' sole expense, landscape other common areas of the Condominium. Such landscaping may include the construction/erection of pathways, retaining walls, flower beds, lighting, and similar landscaping items.
 - a. Written consent may be requested of the Board of Governors by submitting to them, in writing, a request for such permission to landscape. Such request shall include a detailed description of the proposed landscaping including plans accurately depicting the request accompanied by a Request to Install Landscaping form which may be obtained from the management company.

 - b. The Board of Governors has adopted certain standards for such things as retaining wall materials and construction which shall be deemed acceptable. The Board may from time to time adopt additional standards. Specific reference to any such applicable standard should be included in the written request. These standards may be obtained from the management company.

 - c. The maintenance of any approved landscaping project shall be by the requesting Unit Owner, or their successors in title, and at their sole expense. Should a Unit Owner fail to maintain the approved landscaping, the Board of Governors may, upon ten (10) days written notice, require the Unit Owner to remove the landscaping and restore the area to its original condition.

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- d. The construction, erection, installation of landscaping shall be in compliance with all conditions as may be set by the Board of Governors.
 - e. The Board may disapprove any request which it, in its sole discretion, determines is unsightly and/or incompatible.
 - f. No work shall be undertaken unless and until the Board has given its written approval.
3. The Unit Owner shall acknowledge that the areas being landscaped are a part of the common areas of the Condominium, that upon installation the landscaping shall become a part of the common areas, subject to the Unit Owner's obligation to maintain such; that the consent granted will not create any right in the Unit Owner to deny any other Unit Owner free and unrestricted use of these areas; and that the Unit Owner shall be obligated for all costs and expenses, including attorney's fees, incurred by the Association in enforcing the Unit Owner's obligations.
4. All Unit Owners who have constructed, erected, or installed landscaping prior to the adoption of this rule and regulation shall be deemed to have obtained the consent of the Board of Governors upon submission of a Request for Consent to Prior Landscaping form, which request shall include acknowledgments as provided in Rule 2C, 2E, and Rule 3. This form may be obtained from the management company.

H. PARKING

“No underground or surface parking spaces shall be used for any purpose other than to park automobiles described as private passenger vehicles below.” (The Condominium By-Laws)

1. All roads and parking areas within the Condominium, except garages and Mountain Gate Road, Meeting House Path, and Leland Farm Road, are part of the Common Elements of the Condominium and subject to the rule-making authority of the Board of Governors. Mountain Gate Road, Meeting House Path, and Leland Farm Road are public ways. All Town laws must be observed as to these roads. The current Town by-laws contain a prohibition on overnight parking on town roadways between the hours of 1 a.m. and 6 a.m., and at any time during snowstorms, from November 1 through March 31.
2. Except in areas specifically designated therefore, or within a unit’s garage, or except as to commercial enterprises rendering services at the Condominium, only private passenger vehicles shall be parked on the Common Areas and facilities of the Condominium. For these purposes, a private passenger vehicle shall mean any vehicle normally intended and used for private, passenger transportation purposes, which shall not include (which list is not inclusive) the following:
 - a. any vehicle without a valid registration or with an expired inspection sticker.
 - b. any vehicle with signage, regardless of registration.
 - c. boats and/or trailers.
 - d. mobile homes, motor homes, campers, or any vehicle similarly used or designed.
 - e. any vehicle modified with things such as racks for ladders for commercial purposes.
 - f. any vehicle larger than a standard parking space of 10 feet by 20 feet.

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- g. a portion of a truck such as a tractor of a tractor/trailer rig.
 - h. any other commercial vehicle.
3. Each Unit shall, in addition to its garage space, if any, have designated for its usage for parking purposes, subject to these restrictions, an area in proximity to the Unit as shown on a plan developed by the Board of Governors, "The Parking Plan." Unit Owners may utilize their designated parking area to park such number of private passenger vehicles as may fit therein without impeding access to any Unit. Any Unit Owner shall be entitled to, upon such terms and conditions as they determine, lease, rent, or let such area, or a portion thereof, to any other resident of the Condominium.
 4. Residents shall park only in their designated areas.
 5. The Board of Governors shall set aside on The Parking Plan areas designated as "Visitor Parking." Such areas may not be utilized by residents for parking their vehicles.
 6. The Board of Governors shall set aside on The Parking Plan area(s) designated for recreational vehicles, that is, campers, mobile homes, motor homes, and vehicles similarly used or designed. Residents wishing to park such vehicles owned by them other than in the Unit's garage shall apply to the Board of Governors. The Board of Governors shall establish a system for granting such requests as reasonably allocates such areas. Initially, allocation shall be by random lot among the requesting residents if the number of requests is greater than the available area(s). The grants shall be for a period of one year, whereupon the grants will again be by random lot among the requesters if greater than the available area(s). At any time between such choosing a resident relinquished his or her grant or moves from the Condominium, the available area shall be assigned by random lot to then requestors.

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Adopted: May 28, 1992
Amended: November 19, 2003

I. PETS

1. Dogs, cats, or other household pets may be kept in Units provided that they are not kept, bred, or maintained within the Unit for any commercial purpose.
2. Any such pet causing or creating a nuisance or unreasonable disturbance, noise, or odor shall be permanently removed from the Condominium upon five (5) days' written notice from the Board of Governors.
3. Household pets shall not be permitted on any portion of the Common Elements unless carried or on a leash. Cats, however, are permitted on the Common Elements without being carried or leashed.
4. Household pets shall not be enclosed on decks, tied outside, nor be left outside unattended.
5. Pet owners are responsible for picking up and properly disposing of their animals' droppings.
6. The Board of Governors and the management company reserve the right to not perform requested/required work at or on any unit if animal droppings are present and present a health and/or safety risk to employees or vendors. Unit owners will be notified of violations and will be fined and/or cross-charged accordingly.

Adopted: May 28, 1992
Amended: January 21, 1998
Amended: November 19, 2003

J. COMMON AREA FEE PAYMENTS

1. Regular monthly condominium fee payments are due and payable on the first of each month.
2. Special assessments are due and payable as specified by the Board of Governors
3. Fees and assessments due for more than thirty days shall incur interest at the rate of one percent per month (twelve percent per annum).
4. Unit owners must be up to date in the payment of fees, fines, and assessments when submitting requests for landscape, building, or other upgrades.
5. Effective May 1, 2002, a \$25 late fee will be assessed to the unit account for any payments of common area assessments received after the tenth day of the month.
6. In such case as it is necessary for the Association to commence an action to collect unpaid fees and/or assessments, and/or to enforce its lien, the delinquent Unit Owner shall be responsible for the Association's costs and expenses, including legal fees.

K. TRASH

1. No garbage, trash, trash containers, recycle bins, or other debris shall be stored outside the Units.
2. All garbage, trash, and recycle materials must comply with the following town regulations:
 - a. Trash and recycling must be at curbside by 7 a.m. on collection day.
 - b. Maximum trash: Four 33-gallon bags with 30-pound maximum per bag.
 - c. No tires, construction or roofing materials, or carpeting will be collected.
 - d. All recycling materials must be clean and empty.
 - e. Acceptable recycling materials are:
 - Paper, newspaper (in paper grocery bags or bundles tied with twine);
 - Cardboard, flattened to 2' x 2' maximum size
 - Plastics, #1 - #7 (no motor oil or chemical containers)
 - Glass, clear, brown, and green (food and beverage containers only, no drinking glasses, light bulbs, plate glass, mirrors, Pyrex dishes, auto glass).
 - Metals (aluminum, food and beverage containers)
3. All town regulations regarding trash collection shall be followed and shall supersede any Association rules to the contrary. It is the residents' responsibility to be aware of current town trash regulations.
4. All questions related to the Town of Ashland's trash and recycle collection policies should be directed to the Ashland Board of Health at 508-881-0114.

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5. No part of the common elements may be used to transport trash and/or recycle bins from the units to the Town road, for the purpose of Town trash/recycle collection except between the hours of 9PM the day before trash collection and 7AM the day of trash collection (*see below). This time frame will be extended by 24 hours for the purposes of “bulk item” disposal, limiting the time for transport to no earlier than 9PM two days prior to and no later than 7 AM the day designated by the Town for such collection.

* As of January 15, 2014:

Effective immediately, residents will be able to put out their trash at 7:00 PM from November 1st through March 31st the night before pickup. From April 1st through October 31st trash may not be put out until 9:00 PM.

6. All items intended for Town trash/recycle collection must comply with current Town regulations
7. Recycle bins must be picked up by the Unit occupants and brought back to the units no later than 7PM the day after the day of trash collection.
8. Any violation of the above Rules shall result in a \$25 fine per occurrence which shall be collectible as a common area assessment in accordance with General Laws Chapter 183A, Section 6.

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Adopted:	May 28, 1992
Amended:	January 21, 1998
Amended:	October 20, 1999
Amended:	August 18, 2011
Amended:	January 15, 2014

L. INSURANCE

1. Nothing shall be done in any Unit or in the Common Elements that will increase the premium for any of the Condominium's insurance policies without the prior written consent of the Board of Governors.
2. No resident shall permit anything to be done or kept in a Unit or in the Common Areas and Facilities that will result in the cancellation of the Condominium's insurance policies, or portions thereof, or that would be in violation of any law.
3. No resident or any invitee or guest shall, at any time, bring into or keep in a Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except for normal household items.
4. All residents shall promptly report to the Board of Governors any loss or damage to the Units and/or the Common Elements and fully cooperate with the Board of Governors in adjusting and administering such loss or damage.

M. ATTICS

Attic space immediately above a Unit to which access exists from the Unit may be used only for the following purposes, subject to the following conditions.

1. Storage

Normal household personal property may be stored in the attic space. Owners storing items in the attic space shall place at least ½ inch CDX plywood or equivalent boards spanning at least two ceiling joists under all boxes, etc.

No flammable liquids, paints, chemicals, or other liquids may be stored in the attics.

2. Television Antennas

Television antennas, satellite dishes, and/or digital television dishes may be placed in the attic space.

No such antenna or dish shall continue to be used if such antenna or dish interferes with television or radio reception in an adjoining unit.

All use of the foregoing attic space shall be at the sole risk of the Unit Owner. Any damage caused to ceilings and/or the structure of the building shall be promptly repaired at the expense of the Unit Owner using the attic space and causing the damage.

N. ANTENNAS

The following rules shall appertain to the utilization of antennas at the Condominium.

1. Definitions

- a. Reception antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast or pole supporting the reception antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts, or other accessories for the reception antenna or similar structure are part of the reception antenna. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets Federal Communications Commission standards for radio frequency radiation. Structures similar to reception antennas are any structure, device, or equipment that is similar in size, weight, and appearance to reception antennas.
- b. Transmission antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. A transmission antenna which is used solely in conjunction with a reception antenna shall be considered a reception antenna for the purpose of these rules.

2. No unit owner or resident shall install a reception antenna on any portion of the common areas and facilities unless the area is a limited common area (exclusive use area) appurtenant to the unit where the resident lives as provided in the Master Deed of the Condominium.

A reception antenna shall not encroach on the air space of another owner's unit or limited common area or into the general common areas. Rather, the reception antenna must be kept within the boundary of the limited common area. Limited common areas are a cube bounded at the lower

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limit by the described area (e.g., deck, patio, terrace, yard, etc.) at the sides by the vertical extension of the boundaries of the described area and at the top by the surface above. If there is no surface above, then one standard story height above the described area.

Patios and decks are defined in the Master Deed as limited common areas and, subject to the foregoing, are permissible sites for reception antennas. If a resident believes other limited common areas exist which are permissible sites, the resident should contact the Board to discuss the same.

3. If a reception antenna is installed in a limited common area as defined in the Master Deed, such installation shall be subject to the following:
 - a. Reception antenna shall be no larger than necessary for reception of an acceptable quality signal, provided that, under no circumstances, shall reception antennas for direct broadcast satellite services or multipoint distribution systems be larger than one meter (39.4") in diameter.
 - b. Reception antennas must be placed in areas that are shielded from view from outside the Condominium or from other units to the extent possible, provided that nothing in this rule shall require a reception antenna to be placed where it precludes reception of an acceptable quality signal so long as it is kept within the bounds of the limited common areas available to unit owners. In no event may antennas be installed on roofs, common lawns, or other common areas. Connections of wiring must be through a part of the building nearest the installation that is defined in the Master Deed as being part of the unit, such as the frame or the glass of the nearest window or sliding glass door of the unit, and may not be connected through general common areas such as the building walls. All wiring shall be run so as to be as inconspicuous as possible. If a resident wishes to run wiring through a common area such as an exterior wall, this must be in strict compliance with standards established by the Board to ensure the structural and watertight integrity of the Condominium. If no standard is established, then no wiring shall be run through the common areas. On removal of the reception antenna, common areas must be restored.

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- c. Reception antennas and similar structures shall not be placed in areas where they block fire exits, walkways, parking spaces, ingress or egress from an area (including a unit), fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the Condominium. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.
- d. Reception antennas and similar structures shall not be placed within two feet of electric power lines, and in no event shall they be placed within an area where they can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- e. The Board may require that reception antennas placed outside the building be painted to match, or be compatible with, the color of the building. If they do so, they will publish a list of acceptable colors. Such painting will not be required if it interferes with reception. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the reception antenna from view consistent with the requirements of the Federal Communications Commission rules.
- f. Any resident installing, maintaining, or using a reception antenna shall do so in such a way that it does not materially damage the common elements or the units, void any warranties, or impair the watertight integrity of the buildings.
- g. Any resident who owns or uses a reception antenna, and the unit owner of the unit where the resident lives if a resident is other than the unit owner, is responsible for all costs associated with their reception antenna including, but not limited to, costs to

Repair, maintain, remove, and replace the reception antenna;

Repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the reception antenna;

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Medical expenses incurred by any person injured by the installation, existence, or use of the reception antenna; and

Other damages caused by the installation, existence, or use of the reception antenna.

If the installation is made by a contractor, the resident shall ensure that the contractor has liability insurance in the amount of \$500,000 and workers' compensation insurance, and that the Condominium is named as an insured.

- h. Due to safety concerns relating to the falling of structures, all reception antennas shall be securely attached to the patio, deck, terrace, or ground, provided that such is a limited common element. Otherwise, reception antennas shall be attached to a pole which is mounted in a weighted base of sufficient height to prevent falling under anticipatable conditions. If a resident desires to attach a reception antenna to a wall, railing, fence, partition, or other element which is part of the common areas and abuts or adjoins the limited common area where the reception antenna is to be placed, permission must first be obtained from the Board upon terms which ensure the structural and watertight integrity of the Condominium and adhere to standards published by the Board for this purpose, if such have been established.
 - i. Residents shall not permit their reception antennas to fall into disrepair or to become a safety hazard.
 - j. Residents are responsible for the immediate removal of reception antennas if they must be removed for repair, painting, or maintenance of the areas where they are installed. The board shall attempt to provide reasonable notice of the need for such removal. If residents fail to timely remove their reception antennas, the Board may do so at the residents' expense.
- 4. Transmission antennas other than as indicated in 1(b) are prohibited.
 - 5. Residents installing reception antennas shall promptly notify the Board thereof on the (FCC) form available from the management company.

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6. In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Condominium shall be entitled to fines, reasonable attorneys' fees and costs, and expenses as provided by applicable law if these rules are validated. In addition, injunctive relief may be obtained.
7. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.
8. The Board may amend these antenna rules from time to time as provided in the by-laws. These antenna rules supersede any applicable rule previously adopted.

O. DIRT BIKES, ATVs, SNOWMOBILES

Dirt bikes, ATVs, snowmobiles, and other motorized vehicles which are not required to be registered by the Massachusetts Registry of Motor Vehicles or permitted to be operated on Massachusetts roadways shall not be operated within the condominium development.