

Town Crier Condominium Association
Rules and Regulations
March 2016

In order to promote a comfortable, functional, and friendly atmosphere at Town Crier Condominiums, and in accordance with the Town Crier By-Laws (Article II, Section 2, Subsections (e) and (l)), the following Rules and Regulations regarding the daily living of owners, tenants, and visitors have been established.

Should a Unit Owner seek an exception to any Rule or Regulation, written consent shall be obtained from the Board of Managers.

The Rules and Regulations are to be followed by the Unit Owner or tenant in their entirety unless the exception is in writing from the Board of Managers. The Board has the right to revoke an exception in writing.

I. Applicability

All present and future owners, mortgagees, lessees, and occupants of units, guests and any other persons who may use the Common Area and Facilities in any manner are subject to the obligations and duties as set forth in the Master Deed Declaration of Condominium, the By-Laws, and these Town Crier Association Rules and Regulations.

II. Modifications

The architectural integrity of the buildings shall be preserved without modification unless prior written approval is obtained from the Board. Alterations, additions, improvements, or changes may not be made by any unit owner affecting the exterior architectural design or appearance of the buildings without the prior written consent of the Board. The owner of a unit may not, at any time, make any changes or modifications to the exterior of said unit, or any interior changes that would affect, or in any way modify, the structural or supportive characteristics of the building or its services.

1. An owner is allowed to request that a modification be made to the exterior or interior of a unit. The owner shall complete an application to request approval for any modification and file it with the Property Manager. Written plans and specifications for the modification must accompany the application. The Board shall review all requests at its next regularly scheduled meeting after receipt and shall respond in writing to the owner within two weeks.
2. Any modification shall be performed and completed strictly in accordance with the approved plan and specifications for modification; it shall not result in the storage of materials, debris, equipment, or tools on the grounds during its development; it shall not be a nuisance to the neighbors during its development; it shall not adversely affect the overall appeal and economic

value of the unit of the Association's property in general; it shall not present any inordinate maintenance costs and/or responsibilities to the Association; it shall not pose any reasonable ecological damage or other hazard to people and wildlife; and it shall be completed within 60 days of start.

3. If modification is approved, the Board of Managers reserves the right to have the work inspected during its progress and after completion, to ensure compliance with these governing documents and guidelines for modification. Any cost associated with maintenance or restoration of a building or grounds as a consequence of non-compliance, shall be the responsibility of the owner involved.
4. An owner is responsible for any liability and/or cost that may result, from any damage that may occur, to any person and any property as a result of developing or having completed any modification to the adjoining yard area and/or the interior and exterior of any building, steps, and deck.
5. An owner shall be responsible for complying with all state and local laws and ordinances; including, but not limited to, obtaining the proper permits officially required to make any approved modifications. An owner that is unsure as to whether or not a permit is required is advised to contact the Property Manager for consultation.
6. An owner shall ensure that any hired contractor carry liability and property damage insurance.
7. An owner must comply, and ensure that any hired or volunteer help comply, with the terms set forth.
8. No addition to or change or replacement of any exterior light or other exterior hardware shall be made.
9. No painting, attaching of decals or other decoration shall be done on any exterior part or surface of any unit. The provisions of this subparagraph shall not restrict the right of the owner to decorate the interior of their unit, as they may desire.
10. No awning, screen, sign, banner, or other device, and no exterior change addition, structure, projection, decoration, or other feature shall be erected or placed upon or permanently attached to any such unit or any part thereof.

III. Common Areas

Those portions of the buildings not included within the boundaries of the units, all conduits, pipes, plumbing, sewer and drainage pipes, located outside of the units, lawns, mulched beds, plants, shrubbery, landscaping, driveways, parking spaces, and walkways on the land, and the improvements thereon, including pools, retaining

walls, railings, fences, stairways, and lighting fixtures are common areas. The Board shall have the exclusive right to maintain, repair, replace, add to, and alter these common areas. No unit owner shall do any of the foregoing without written permission of the Board.

1. The Association is responsible for maintaining the originally installed (when the Condo Association was created) lawns and mulched bed areas around each unit. These originally installed areas include the lawns and the mulched shrubbery beds in the front of each unit. All other additional alterations to the adjoining yard area around a unit area considered modifications. No unit owner shall make any modifications to his/her adjoining yard areas (e.g. adding trees, shrubs, lighting, mulch beds, etc.) without prior written approval from the Board of Managers. Maintenance, repair, and replacement of plantings located in the common areas, not necessitated by negligence or misuse of the owner of a unit, shall be the responsibility of the Town Crier Condominium Association.
2. If the occupants of any unit cause damage to or destroy otherwise healthy plantings resulting in the need for the Board to repair or replace such plantings, the unit owner shall be charged for the cost.
3. No objects of any kind are to be placed in the common areas, including lawns, driveways, walkways, and mulched areas.
4. The sidewalks, driveways, and stairways must not be obstructed or encumbered.
5. All recreational and leisure equipment, sprinklers, tools, lawn and yard equipment, children's items, party material, etc. must be removed daily from the common area. Bicycles, toys, lawn furniture, etc. must be stored in the rear of your unit and not left in the front of your unit at any time. The center units must store such items within their fenced area.
6. Unit owners will be asked to remove all unauthorized objects from the common areas by the Property Manager. Maintenance, under the direction of the Property Manager, shall remove objects left in the common areas. All costs associated with removal of such objects shall be the responsibility of the owner.
7. Garden hoses shall be coiled and neatly stored out of conspicuous sight at all times when not in use.
8. Approval of the Board is not necessary for the placement of unobtrusive landscape ornaments, annuals, or perennials in existing mulch beds that adjoin the unit.

9. Care must be taken not to obstruct safe passage when placing potted plants on stairways.
10. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any occupant on any part of the outside or inside (visible from the outside), of the premises or any building with the exception of seasonal decorations.
11. Towels, bathing suits, rugs, etc. may not be hung over patio or fences. Clotheslines are not permitted in the center units 57-68. No clothesline shall be stretched between fences or attached to any building.
12. Your yard is common area. It is not private property. In general, unit owners/tenants may use the yard area immediately adjacent to their units as their personal area. They must bear in mind that occasionally other people may pass through their area. Unit Owners/tenants should respect each other's privacy. No fences may be erected that block passage to the yards unless permission is granted by the Board.
13. The outside water faucets are common property. They are to be shared by all unit owners/tenants without impediment. This includes the watering of common areas and filling of the pools.
14. The use of fire pits is prohibited at Town Crier Condominiums.
15. For safety reasons adults and children over the age of eight are prohibited from using the small swing set.
16. Children should play in the designated play area behind the small swing set and on both sides of the wading pool and should be parallel to the parking lot; also on the grass adjacent to your unit in a parallel manner to the parking lot. Children are not permitted to play in the parking lot, near the dumpsters, or on the walkway. Also on the walkway bikes can be walked through but not ridden. Bikes are allowed in the parking lot but cannot weave in and out of the parked cars. This includes the middle parking area (at the end of unit 68). The middle parking area should be driven around not through. Massachusetts law and Town Crier Rules and Regulations require that a bicycle helmet be worn by a person 16 yrs. of age or under who is riding as an operator, passenger on a bicycle, inline skates, a scooter or a skate board. Games involving throwing or hitting balls should be played parallel to the parking lot to avoid going into the parking area and hitting cars. Suggested area for riding bikes is from speed bump (unit 6) to speed bump by unit 48, keeping the children from both entrances to the parking lot.
17. Remotely-controlled aircraft of any size – either RC toys or what are commonly referred to as drones - are not permitted in any common area on or

above the property. The setup of the complex is not conducive to the proper and safe operation of those devices.

IV. Decks and Doors

The owner of units which have an attached deck or room addition in the rear of their unit shall maintain, repair, and replace as necessary such property, by and at his/her sole and separate expense and risk.

1. All such maintenance and repairs shall be done and conducted in such a way as to retain the original design of the deck or addition without change or modification.
2. If the owner shall fail or neglect to maintain the deck or room addition in a proper manner, the Board may do so and charge such unit owner for the cost. The cost of such work shall constitute a lien upon such unit and the unit owner shall be personally liable in addition to his/her share of the common expense.
3. Front doors may be replaced with new steel foam core insulated or wood doors if they match the present door style, windows (or lack thereof), and are painted white. The cost of the actual door will be split 50 – 50 with the Association up to a maximum amount of \$100.00. Contact the Property Manager for specifics.

V. Window Air Conditioners and Barbecue Grills

1. Window air conditioners shall be installed safely and be equipped with window brackets in order to properly support and secure the air conditioner units in the windows thereby preventing them from falling out of the window and without damage to the building, windows, or siding. Installation shall not be unsightly from the exterior view or poorly executed. (Window brackets required by the Association insurance company.) Installation of window air conditioners is permitted in rear facing windows only. Installation of window air conditioners in the front or side of a unit is prohibited in order to maintain a more uniform appearance in the complex.
2. The use of barbecue grills less than ten feet from a building is prohibited. At no time shall grills be used on attached decks. Grills may be stored on decks when not in use and for safety reasons, propane tanks shall never be stored in any interior areas of the dwelling per Federal safety guidelines.
3. The use of **charcoal** grills is prohibited anywhere in the complex to reduce the fire hazard. (Required by the association insurance company.)

VI. Automobiles and Parking

One parking space is exclusively allocated to each unit and shall be designated with the unit number. All automobiles shall be parked only in the lined spaces so designated for that purpose.

1. Parking on the lawn area and the dumpster areas between units #12-#13 and units #40-#41 is prohibited and subject to immediate towing.
2. Additional parking spaces not exclusively assigned to unit owners shall be available for occasional use by all occupants of the units and their guests.
3. An occupant shall not perform any repair/restoration/maintenance work on any vehicle anywhere on the property. All costs associated with any damages to the buildings and grounds as a result of said work shall be the responsibility of the owner.
4. Every motor vehicle on Town Crier Condominium property shall be properly registered with the Commonwealth or other state and shall have its license plate displayed. Town Crier does not provide parking or storage for boats, disabled, uninsured, or unregistered vehicles, vehicles that do not have a current inspection sticker, vehicles belonging to non-residents, commercial, or recreational vehicles. Deviation from the above will be permitted only by Board approval.
5. Motorists must observe the 10 MPH Speed Limit while on Town Crier premises. Unit Owners are reminded that they are responsible for their visitors, guests, and family also obeying the 10 mph speed limit.

VII. Pets

1. Dogs must be leashed at all times.
2. Cat owners should not allow their cats to become a nuisance on the property. At present there is no rule limiting cats in the common areas, however, cat owners are encouraged to monitor their cat's outside behavior.
3. Owners of pets must immediately remove all pet excrement from the common areas.
4. All pets must be registered with the Board of Managers or its Managing agent. The pet owner assumes full liability to all persons or property, and the Condominium Association, for all damages caused by such pet(s). The unit owner shall indemnify the Condominium Association and hold it harmless against any loss or liability of any kind, whatsoever, developing from or having any pet in a unit or the common areas.
5. The tying up of a pet to any part of the units, decks, or common area by leash or chain to permit the pet to stay outside unattended is not permitted.

6. Unit owners allowing a pet in their unit must have a current homeowners' insurance policy having adequate liability coverage to cover any loss or liability resulting from their pet. The Board may request proof of insurance from any unit owner at any time to insure compliance with this rule. The owner must also submit proof of current vaccinations and city licensing upon registering the pet with Town Crier Condominium Association and every time the license is renewed.

VIII. Snow Removal

Snow plowing rules will be sent out annually.

1. Unit owners/tenants whose vehicles impede snow removal are subject to a five dollar fine for each vehicle for each offense. Unit owners may be charged for the additional time estimated to plow around vehicles that are not moved promptly.
2. The Board may authorize, at its discretion, the immediate towing of any vehicle which has not been moved to allow plowing. The towing of said vehicle, or vehicles, will be at the vehicle owner's expense.

IX. Unit Use and Consideration for Neighbors

No unit shall be used for any purpose other than as a residential dwelling.

1. No improper, offensive, or unlawful use shall be made of the units or any part thereof.
2. No occupant shall make or permit any disturbing noises in the building or on the property, nor do or permit anything to be done that would interfere with the rights, comforts, or other conveniences of other occupants.
3. All applicable laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be strictly observed by all unit owners.

X. Sale or Rental of a Unit

1. To sell your unit, all outstanding common charges, assessments, and fines must be paid before a certificate of payment and a right of first refusal may be obtained for your unit.
2. Units being rented must have the condominium rider signed by the tenants, owners, and the Board of Managers prior to the tenant occupying the unit. The rider is available from the managing agent. The unit owner is responsible for providing the prospective tenant with a copy of the by-Laws, Master Deed, and the current Rules and Regulations.
3. If A Unit Owner has a satellite dish on their unit they must remove it before selling their unit or they must have, as part of the purchase and sale, an

acknowledgement that the new owners are financially responsible for the satellite dish.

XI. Pool

Pool rules will be distributed annually to owners and tenants. They must be followed or fines can be imposed as called for in the By-Laws.

Unit owners who have rented their unit and/or do not reside at Town Crier Condominiums are prohibited from use of the pool and any other privileges which are accorded their tenants and resident unit owners.

XII. Trash and Recyclables

Containers have been provided for the disposal of household waste and recyclable materials. These containers are only to be used for waste accumulated at your unit and not for the purpose of disposing of waste derived from your place of business or family and friends who do not reside at Town Crier Condominiums. Please see attached Trash and Recycling Rules.

XIII. Radon Gas Mitigation

1. A professional radon mitigation contractor must perform the work in conformity with applicable federal and state guidelines.
2. Installation of vent piping must be in the rear of the building.
3. Penetration through the roof or gutter system is prohibited.
4. The unit owner is responsible for the installation, maintenance, repair and replacement of the radon mitigation system.
5. The unit owner is responsible for any damage to the common area resulting from having the system in place.
6. The vent pipe is required to be camouflaged by painting a color as close as possible to the existing siding color as to blend in with the exterior materials of the building.

TRASH and RECYCLING RULES

Our current trash/recycling vendor is Alternative Recycling Systems (413-587-4005).

The Massachusetts DEP has banned the following items from trash disposal. THESE ITEMS MUST BE HANDLED SEPARATELY! You may contact our trash removal vendor to arrange for their disposal at your own cost.

- MATTRESSES
- BOXSPRINGS
- TELEVISIONS
- COMPUTER MONITORS
- LARGE FURNITURE: SOFAS, SLEEPER SOFAS, UPHOLSTERED CHAIRS, BED FRAMES, WOOD FURNITURE, ETC.
- FLUORESCENT BULBS OR FIXTURES
- HAZARDOUS WASTE: PAINTS, STAINS, THINNERS, CHEMICAL SOLUTIONS, CHLORINE, ASBESTOS, ETC.
- CONSTRUCTION DEBRIS: WOOD, SHEETROCK, BRICKS, CONCRETE, SHINGLES, ETC.
- FREON ITEMS: REFRIGERATORS, FREEZERS, A/C UNITS, DEHUMIDIFIERS
- WHITE GOODS: WASHERS, DRYERS, STOVES, DISHWASHERS, WATER HEATERS
- YARD WASTE: LEAVES, STICKS, DIRT, ROCKS, ETC.
- PROPANE TANKS
- TIRES
- LEAD-ACID BATTERIES (CAR TYPE)
- SCRAP METAL

RECYCLABLE MATERIALS

PAPER RECYCLING

- White / Colored Paper
- Computer Paper
- Magazines / Catalogs / Brochures
- Newspapers / Inserts
- Junk Mail
- Paper Bags
- Paperbacks & Phone Books
- Boxboard (i.e. shoe boxes/cereal boxes, etc.)
- Corrugated Cardboard (Breakdown all boxes, No larger than 2 feet square)

DO NOT INCLUDE: Waxed Cardboard, Pizza Boxes, Paper Towels, Napkins, Tissue Paper, Paper Plates or Cups, Disposable Plastic Cutlery, Egg Cartons, Photographs, Candy Wrappers, Envelopes w/bubble wrap, Wrapping Paper, Ribbons, Bows, Tinsel, Packing peanuts, Styrofoam

MIXED CONTAINER RECYCLING

GLASS:

- Bottles and Jars (Only clear, green, brown, less than 2 gallons)

PLASTIC:

- All Plastic Bottles (Numbers 1 thru 7)
- All Plastic Jars / Tubs
- All Plastic Microwave Trays and Containers

POLYCOATED:

- Milk and Juice Cartons (Tent Tops)
- Drink Boxes

METAL:

- Aluminum Cans
- Tin / Steel Cans and Lids
- Aluminum Foil / Trays (Clean)

DO NOT INCLUDE: Plastic Bags and Wrap, Styrofoam, Ceramics, Paint or Aerosol Cans, Auto Glass, Light Bulbs, Motor Oil Jugs