

NINE ACTON ROAD TOWNHOUSES

RULES AND REGULATIONS

PREPARED BY:

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RULES AND REGULATIONS

These Rules and Regulations are adopted pursuant to the provisions of the Nine Acton Road Townhouses Trust. In order for the Unit Owner to better understand these Rules and Regulations, the defined terms used in the Master Deed of the Condominium and the Condominium Trust are used herein with the same meanings as used in said documents, except that, whenever these rules and regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey, and comply with, the term "Unit Owner" as defined in the Master Deed, in addition, when the concept permits, shall include all family members, guests and invitees thereof, and any occupants of Units in the Condominium.

- (1) Parking. No vehicle shall be parked for longer than 24 hours in the visitor and guest parking spaces (if any) nor shall any visitor or guest parking spaces be used for parking vehicles owned by any Unit Owner of residents of the Condominium. Exterior Parking Spaces shall not be used for storage. No structure shall be built in or on Exterior Parking Spaces. No boats, motor homes, buses, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Exterior Parking Spaces.
- (2) Cold Weather Precautions. If a unit will be vacant for over 24 hours, DO NOT TURN OFF HEAT - LEAVE AT NO LOWER THAN 55 DEGREE SETTING. If leaving for an extended period, have a licensed plumber winterize the unit and notify the Management Company (if applicable) or the Unit Owners' Organization.
- (3) Smoke and Carbon Monoxide Detectors. All unit owners shall, at their own expense, maintain the smoke detectors and carbon monoxide detectors within their individual units, including without limitation, replacing batteries at least one time per year.
- (4) No Obstruction of Common Areas - Unit Owners shall not cause, nor shall they suffer obstruction of, common areas and facilities except as the Trustees may in specific instances expressly permit.
- (5) Effect on Insurance - No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees of the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees, providing for the payment of such increased insurance costs by the Unit Owner concerned.
- (6) Radios, Phonographs, Musical Instruments - The volume of television sets, radio, phonographs, musical instruments, and the like shall be turned down between 10 p.m. and 9 a.m. and shall, at all times, be kept at a sound level which will not disturb or annoy the occupants of neighboring Units. *This includes electronic broadcast equipment.*
- (7) Laundry - No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes, or the like outside of a Unit or in any common areas or facilities.
- (8) Abuse of Mechanical Systems - The Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other building service system of the Condominium caused by such Unit Owner by misuse of such systems.

- (9) No Offensive Activity - No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
- (10) Repair and Condition - The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units (and any “exclusive use areas” or limited common elements appurtenant thereto) and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation (and except as stated in the Master Deed to be part of the common areas and facilities of the Condominium), interior finish walls, ceilings, and floors; windows, plumbing and sanitary waste fixtures and fixtures for water and other utilities; gas or oil furnaces; air condition equipment in the Unit and any air conditioning compressor which serves the Unit of the Unit Owner; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone, and any other utility services which are contained in and serve only such Unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value or reasonable enjoyment of one or more other Units is being adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of the Owner(s) of such Unit and to enter upon and have access to such Unit for that purpose. The reasonable cost thereof shall constitute a lien upon that Unit and the Owners thereof shall be personally and jointly and severally liable therefore.
- (11) Equipment Compliance - All radio, television, or other electrical equipment of any kind or nature installed by Unit Owner or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.
- (12) Flammable Materials - No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Elements or the Building any gasoline, kerosene, or other flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting, cleaning, and other fluids, materials, chemicals, and substances as are customarily incidental to residential use.
- (13) Architectural Integrity - The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, except as provided herein, no awning, screen, antenna, sign banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Buildings, any Unit, or any part thereof without the consent of the Board of Trustees. This Paragraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire. Notwithstanding the foregoing, any and all interior decorating visible from the exterior and any and all exterior fixtures approved

by the Trustees, shall conform to the local, state and federal zoning, historic and other ordinances, bylaws, regulations or other laws.

- (14) Pets - Any pets (if any) permitted pursuant to the Master Deed, if any, shall be allowed to be maintained in units and on the premises only as follows:
- a) Dogs, cats or other pet animals or birds shall not be kept in any unit that are noisome or objectively offensive to the occupants or the other units and shall be suitably controlled, leashed, or caged whenever they are on the Condominium premises outside the interior of any unit.
 - b) Provide proof of compliance with all necessary licensing and/or vaccination of said permitted pet in accordance with the town and/or state laws where applicable.
 - c) The number of permitted pets per unit shall be limited to a total of two (2) such pets, exclusive of fish, without the consent of the Board of Trustees of Nine Acton Road Townhouses Trust, to the extent allowed pursuant to the Master Deed and subject to weight, breed type and other restrictions set forth in the Master Deed.
 - d) No other animals or pets, other than as provided in this Rule and Regulation and/or the Master Deed, shall, under any circumstances, be allowed in the units and/or common areas of Nine Acton Road Townhouses Trust.
 - e) Any unit owner owning a pet shall additionally agree to the following terms and conditions:
 - (i) The Unit Owner shall pick up any feces deposited. Failure to pick up any feces within five minutes of the same being deposited shall result in a \$200 fine. For each subsequent offense, the fine shall increase in \$50 increments such that, on the third offense for example, the fine shall be \$300. Without limiting the generality of the foregoing, the Trustees may require a Unit Owner to provide DNA samples for their pet(s) to confirm violations. Any Unit Owner who violates this provision as confirmed by such DNA sample and testing shall, in addition to such fines, pay the cost to have the pet(s) DNA tested;
 - (ii) The Unit Owner shall pay to the Trustees, any and all sums necessary to repair the damage, cleaning and/or elimination of the nuisance to common areas, said funds being due and owing within thirty (30) days from the date assessed and subject to all late fees and penalties for failure to reimburse and/or pay the Association for the same;
 - (iii) Provide the Association on a yearly basis with proof of any and all necessary updates regarding licensing and/or vaccination as set forth herein;
 - (iv) The care and maintenance of said permitted pets shall be in compliance with any and all other municipal and/or state statutes and/or by-laws;
 - (v) In the event that any Unit Owner alleges that any pet permitted hereunder creates an unreasonable annoyance, disturbance and/or nuisance to the occupants of the Condominium, the matter shall be submitted to an arbitrator or arbitration panel for an objective determination as to whether the pet creates an unreasonable annoyance,

disturbance and/or nuisance to the occupants of the Condominium and whether removal of the pet from the premises within a reasonable period of time, or some other alternative, is necessary to remedy any such annoyance, disturbance or nuisance, and resolved by binding arbitration pursuant to the Community Dispute Resolution Rules of the American Arbitration Association, as most recently amended.

- (vi) Without limiting the generality of what may constitute unreasonable annoyance, disturbance and/or nuisance, continuous, habitual or repeated violations of this Rule and Regulation shall be considered an unreasonable nuisance.
- (vii) For purposes hereof, a Lessee and/or Tenant shall be deemed a Unit Owner.
- (viii) In the event that any provision of these Rules and Regulations shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not effect in any manner, the validity, enforceability or effect of the remainder of this Rule and Regulation; and in such event, all the provisions of this Rule and Regulation shall continue in full force and effect as if such invalid provisions had never been included herein.
- (ix) In any action brought hereunder or under the Condominium Documents, including any Rules and Regulations thereto, the Unit Owner shall be responsible for all costs associated with any enforcement action, including but not limited to reasonable attorney's fees. As stated hereunder, the term "Unit Owner" shall, for purposes of this Rule and Regulation, include lessees, tenants, occupants, guests, etc. The Unit Owner and/or lessee, etc., shall be jointly and severally liable for any violation of this provision.
- (x) Any amounts assessed to a Unit Owner hereunder shall be due within the time period stated, and if no time period is stated, with the condominium fees in the month immediately following the assessment.

(15) Satellite Dishes and Antenna Restrictions

- (a) Satellite Dishes and Antenna Restrictions – So long as any of the units are owned by ACTON RD DEVELOPMENT LLC ("ARD"), its successors and/or assigns, no satellite dishes or any other structure of any sort whatsoever may be installed on the building without the express written consent of ARD, which consent may be withheld in the sole discretion of ARD. Without in any way limiting the generality of the foregoing, ARD reserves the right to approve the location of installation of such structures in the event that, within its sole unfettered discretion, ARD determines that such installation does not jeopardize the safety, appearance, aesthetics, structural integrity or style of the building or the property. Furthermore, without limiting the generality of the foregoing, in no way shall granting consent to any request operate as a waiver of this regulation nor shall the granting of consent in any case operate to serve as precedent upon which ARD may be bound, notwithstanding any suggestion, appearance or allegation of unfairness or disparate treatment. Finally, ARD may attach any conditions to such consent that ARD deems to be necessary in light of safety, appearance, aesthetics, structural integrity or style concerns.

- (16) Enforcement. In any action to enforce any of the Rules and Regulations hereunder, the Unit Owner who has violated the Rules and Regulations and against whom they are being enforced, shall be responsible for all costs associated with any enforcement action including, but not limited to, reasonable attorney's fees. The term "Unit Owner" shall, for purposes of this Rule and Regulation, include lessees, tenants, occupants, guests, etc. A Unit Owner and/or lessee, etc., shall be jointly and severally liable for any violation of this provision.
- (17) Late Fees. Failure to pay condominium fees by the 1st of each month shall, in addition to all remedies under the Master Deed and Declaration of Trust, be a violation of the Rules and Regulations which shall subject the Unit Owner to a fine of Twenty-Five and 00/100 Dollars (\$25.00) for each violation. This fine shall be in addition to any and all charges that are assessed by the Board of Trustees pursuant to the Condominium Documents including interest, attorney's fees and any other costs of collection. Notwithstanding any designation on checks and/or other instruments and/or correspondence, any funds received will be applied first to past due interest, fines, attorney's fees and special assessments.
- (18) The Unit Owner and all mortgagee(s), in addition to the above, shall comply with all notice provisions pursuant to Chapter 400 of the Acts of 1992. The failure to comply shall result in the fines set forth hereunder. The Board shall additionally have the right to secure said information and assess the applicable party the costs of the same.
- (19) If any of these provisions are found to be invalid, the remainder of these Rules shall remain in full force and effect.
- (20) All remedies hereunder shall be cumulative.

These Rules and Regulations adopted this ____ of _____ 2023.

ACTON RD DEVELOPMENT LLC, as Trustee of Nine Acton Road Townhouses Trust

By:

Robert Pace, as Manager

By:

Michael Hanning, as Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex SS.

On this ____ day of _____ before me, the undersigned notary public, personally appeared Robert Pace and Michael Hanning, as Managers of ACTON RD DEVELOPMENT LLC, known to me personally to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of ACTON RD DEVELOPMENT LLC as Trustee of Nine Acton Road Townhouses Trust.

Notary Public