

# FARRWOOD GREEN CONDOMINIUM II RULES AND REGULATIONS (as amended through October 30<sup>th</sup>, 2009)

## Introduction

All Unit Owners (and their tenants) should be aware that Condominium ownership is quite different from ownership of a private home built on private property. Condominium ownership brings with it certain distinct advantages, such as freedom from outdoor lawn care, building maintenance, rubbish removal and reduced purchase price. It also brings with it certain responsibilities and limitations resulting from the very nature of a Condominium which involves shared ownership of common property.

The By-Laws of the Condominium state in Article 2.1.2(e) that the powers and duties of the Board of Managers include "Adoption and amendment of reasonable rules and regulations covering the details of the operation and use of the Condominium and levying of fines against Unit Owners for violation thereof, which fines shall be additional assessments constituting a lien on the Unit as provided in Section 4.2. No fine of more than \$25.00 may be levied for anyone violation, but each day a violation continues after notice shall constitute a separate violation."

While it is impossible to establish Rules and Regulations which will be amenable to all Unit Owners, your Board of Managers feels that those set forth are in the best interest of the vast majority of Unit Owners and the Condominium as a whole.

A review of the Master Deed will provide detailed information on the Unit Owners' property and the common property of the Condominium. Below are brief descriptions of "Common Elements" (Condominium property) and "Unit Elements" (Unit Owner property).

**Individual Unit Boundaries** – vertically, from the upper surface of the concrete floor slab to the plane of the lower surface of the roof rafters; and horizontally, all space within the exterior or common walls from the interior plane of the wall studs or, as the case may be, the interior surface of concrete or block walls, except in the case of doors and windows, in which case such doors and windows shall be included within the Unit.

**Common Elements** – consist of the entire Property, including all parts of the building and improvements thereon other than the Units and include, without limitation, the following:

- (a) The land on which the buildings are erected;
- (b) All foundations, columns, girders, beams, supports, exterior walls, common walls, roofs, front stairs and the concrete basement floors;
- (c) All land, lawns, gardens, woodlands, walkways, roads, parking and other improved or unimproved areas not within the Units;
- (d) All installations outside the Units for services such as power, light, telephone and water;
- (e) All sewer and drainage pipes, and all conduits, wires, ducts, flues, plumbing, cables, conduits, public utility lines or other facilities located outside of any Unit or within any Unit if such facilities serve other parts of the Condominium other/than such Unit;
- (f) All terraces and balconies provided, however, that each Unit Owner whose Unit has access to a terrace or balcony directly from the interior of such Unit shall have an easement for the exclusive use of such terrace or balcony;
- (g) All other apparatus and installations existing in any building for common use or necessary or convenient to the existence, maintenance or safety of the building;
- (h) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the Property.

## Section I. Use of Common Elements

1. No Unit Owner shall make any structural addition, alteration, improvement, or repair to common elements without the prior written consent thereto of the Board, and no work which would jeopardize the soundness or safety of the building or "Common Elements" shall be permitted or performed (By-Laws, Section 4.9). All doors and window replacement shall also require approval from the Board, with respect to style and color.
2. Any damage to common elements as a result of negligence of Unit Owners, their families, or guests will be the Unit Owners' financial responsibility for replacement or repair. If the damage is not corrected by the Unit Owner in a timely manner, the Board will arrange for the repairs and the Unit Owner will be charged the cost of the repairs. Unpaid charges will be handled in the same manner as unpaid common charges and the amount shall constitute a lien on the Unit (By-Laws, Section 4.3).
3. The installation or erection of fencing of any size, height, or material is prohibited on Common Elements.
4. The installation or erection of antennas, signs, clotheslines, electronic bug zappers, or swing sets is prohibited on Common Elements. Direct Broadcast Satellite, Broadband Radio Service, and Television Broadcast Antennas may be installed in accordance with FCC regulations (<http://www.fcc.gov/mb/facts/otard.html>) and upon advance written notification of the Board of Managers of such installation. The Unit Owner shall be liable for all damages to the Common Elements arising from mounting or dismantling the aforementioned antennas.
5. The construction or planting of gardens, trees, or shrubs is prohibited on Common Elements except as specified by these rules or when the prior written consent of the Board of Managers is obtained:
  - (a) Permission is granted to each Unit Owner to maintain a vegetable or flower garden that shall extend three feet out from the edge of the concrete terrace in the rear of the unit and shall be the width of the unit.
  - (b) The Unit Owner will maintain the garden in an attractive fashion, neatly edged and trimmed.
  - (c) Dead annuals will be removed, and the soil neatly raked out at the end of the growing season.
  - (d) If the Unit Owner no longer wishes to cultivate the garden, he/she will be responsible for all cost related to returning the area to its original condition.
  - (e) Several Unit Owners may petition the Board of Managers for permission to maintain a common flower or vegetable garden(s) outside of the bounds specified by subsection (a). Upon permission being granted, the Unit Owners named in the petition shall be jointly and severally responsible for maintaining that garden in accordance with subsections (b) through (d). Furthermore, the Unit Owners named in the petition shall be jointly and severally responsible for Common Elements restoration as specified in (d).
6. Lawns are Common Elements and will be maintained by the Condominium Association in a uniform fashion. Individual Unit Owners shall not fertilize, seed, sod, or cut lawn areas.
7. All rubbish and trash stored outside shall be in the in the Unit Owners own trash barrels to be located at the back of the Units. All trash is to be placed in plastic bags, which are securely tied. No items shall be placed outside the trash barrels at anytime, except on trash removal days, when trash in trash bags, securely tied, may be placed in front of the Unit in the parking lot to be picked up. All trash barrels must be closed by a tightly fitting lid at all times, to prevent animals from getting to the trash inside and the excessive odors from escaping. It is the responsibility of the Unit Owners to make arrangements for the removal of large items (old sofas, bed mattress, appliances, television sets, etc.). Unit owners shall be responsible for

removing their trash barrels, lids, and any items not collected from the parking lot after pickup, in a timely manner.

8. No personal storage is permitted in the common utility rooms.
9. As noted in the Master and Unit Deeds, the concrete terrace and/or wood balcony is a Common Element, to which the Unit Owner has exclusive rights to use. Because these areas are quite open and visible, reasonable limits are placed upon their use. All terraces and balconies shall be kept in an orderly manner.  
Items allowed on terraces and balconies are items in the nature of lawn furniture, potted plants and vegetables, bird feeders, bicycles, and storage chest.  
Items allowed on porticos shall be limited to lawn furniture consisting of chairs only.  
Not allowed on terraces, porticos and balconies are items in the nature of appliances, lumber and building materials, clotheslines, antennas (except as specified in Section I.4), electronic bug zappers, swing sets, motorcycles (except for winter storage on concrete terraces only) and trash or rubbish (except as specified in Section I.7).
  - (a) Any operation of barbecues, grills and/or smokers, whether charcoal, wood or gas, is strictly prohibited on or directly below the wooden decks or balconies.
  - (b) The storage of barbecues, grills and/or smokers as well as flammable materials, (including but not limited to firewood, charcoal, liquid gas tanks and canisters, household flammable fluids, gels or solids etc) is strictly prohibited on wooden decks or balconies.
  - (c) All items referenced in sub-paragraph 9.2 may be neatly stored on the concrete patio at the back of the unit.
  - (d) All barbecues, grills and/or smokers (later referred in this sub-paragraph as "the unit") may be operated on Common Elements, provided that all of the following conditions are met:
    - Unit operator must be at least 18 years of age.
    - Unit operator must be a Condominium Unit Owner, legal resident of the Condominium or a visitor thereof.
    - Unit is attended by the operator at all times and is operated in the safe manner.
    - Unit is operated at least 3 feet from the outermost edge of the concrete slab at the back of the unit. No unit may be operated at the front or sides of the buildings.
    - An operator of the unit has an easily accessible common household fire extinguisher in the direct vicinity of the operated unit.
    - An operator of the unit assumes full personal responsibility and any and all liability arising from the operation of said unit, including but not limited to liability for damages to Common Areas, Condominium Units, and/or persons.
  - (e) Violation of sub-paragraphs 9.1, 9.2 and 9.4, may be punishable by a fine for each separate violation and/or for each day the violation persists.

## **Section II. Use of Units**

4. No use may be made of any unit except as a single-family residence by the Unit Owner or his lessees (By-Laws, Section 4.7).
5. No nuisance or immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof (By-Laws, Section 4.7).
6. No Unit Owner shall make any structural addition, alteration, improvement or repair in or to his unit without the prior written consent thereto of the Board, and no work which would jeopardize the soundness or safety of the building shall be done in a unit unless in every such case the unanimous written consent of all Unit Owners is first obtained (By-Laws, Section 4.9).
7. Fireplaces and wood burning or coal burning stoves must be maintained and operated in a safe manner. Construction or installation of such devices requires the prior written consent of the

Board. All units having such devices shall have them inspected and the chimney cleaned annually, with a statement certifying to the inspection and cleaning signed by an acceptable chimney cleaning company and filed with the Board of Managers.

### **Section III. Vehicles**

1. The speed limit on Farrwood Drive is 20 mph. The speed limit in the parking areas is 5 mph. Please use extra care when entering or leaving the parking areas.
2. No vehicles are allowed on sidewalks or front lawns with the exception of delivery of appliances, building materials, furniture, etc. Vehicles are not allowed on the side or back lawns for any reason. Unit Owners will be responsible for any damage done to the lawns or irrigation system by vehicles.
3. All vehicles shall be parked within lined parking spaces. No vehicle shall be parked in a manner so as to restrict use of sidewalks, mailboxes, or other Unit Owners' spaces. No parking within 15 feet of fire hydrants. No vehicle, which dimensions exceed the boundaries of the lined parking space, may be parked on the condominium property overnight.
4. Each Unit shall have one parking space assigned for its use only, which will be designated with the number of the unit. Each unit shall have the right to use a second parking space which is unassigned in the Unit Owner's respective parking lot. Unassigned spaces are unnumbered and available on a first-come, first-served basis to anyone, including visitors.  
*NOTE: Units are conveyed with the right to use two parking spaces. Individual parking spaces are not conveyed. See Unit Deed, Items 2 and 8.*
5. Parking directly in front of each building is limited to passenger vehicles, motorcycles, and noncommercial pick-up trucks or vans. Commercial vehicles are to be parked at the ends of the buildings. All recreational vehicles and trailers are to be parked at the extreme ends of the parking lots between Buildings A & B, C & D, and G & H.
6. Motorcycles shall be parked in lined spaces only and a block used to avoid damage to the asphalt. Motorcycles may not be parked on lawns, sidewalks or terraces. Motorcycles stored for the winter may be kept on the concrete terraces provided the gas tank is drained and the vehicle neatly covered with a tarpaulin.
7. Washing and repair of vehicles shall be for residents only, and shall be conducted at the extreme end of the parking lots. Automobiles being repaired must appear operational at the end of a work day (i.e. automobiles are not to be left on blocks overnight, and body parts, fenders, doors, hoods, etc., must be in place). No person may use Common water faucets at any time and for any reason, except by explicit written authorization by the Board of Managers.
8. Any vehicle left in the parking lots unregistered for a period longer than seven days shall be considered abandoned and will be disposed of properly.
9. NO PARKING along the sides of Farrwood Drive belonging to and controlled by Farrwood Green Condominium II, or along the entrances to the parking areas, is permitted. The Board shall install and supervise the posting of NO PARKING signs along the sides of Farrwood Drive, and is authorized to have vehicles found in this area towed at the owner's expense.
10. All vehicles entering or parked in the Common Elements of the Condominium shall abide by the Snow Parking Regulations that may from time to time be published and distributed by the Board of Managers.
11. All vehicles entering or parked in the Common Elements of the Condominium must not pose a chemical, biological or an environmental hazard at any time. The owners of the vehicles are responsible for ensuring that no liquids of any type leak out of the vehicles, and for the prompt

cleanup of the spill and for the costs of restoration of Common Elements that may be damaged as a result of the spill.

## Section IV. Pets

1. The Unit Owners keeping pets may use Common Elements for walking their pets, provided that following conditions are met:
  - (a) All dogs must be directly supervised by their owners or persons hired by the pet owners for such purposes.
  - (b) All dogs in the Common Elements shall be on a leash at all times. No dog may be left unattended in the Common Elements, even on the leash, at any time for any reason.
  - (c) While in Common Elements, the pet owner is responsible for immediately cleaning up the solid waste after their pets.
  - (d) The policies stated in subsections (a) through (c) are strictly enforced. The Unit Owners found in violation of the policy will be fined \$25 per type of violation per pet per day.  
*Example: 3 dogs running off the leash, without owner's supervision, leaving waste in Common Elements will result in a single total fine of \$225 (3 \* \$25 for failure to supervise + 3 \* \$25 for running off the leash + 3 \* \$25 for failure to cleanup).*
  - (e) The determination of the violation of the pet policy will be made by the Board of Managers or the Managing Agent upon the direct observation of the violation by either or by a detailed report of the specific violation(s) by any Unit Owner. The report by a Unit Owner shall include the time and place of the violation, the description of the violation and preferably, if available, pictures.
  - (f) The Unit Owner found to be in violation of the pet policy may appeal the fine to the Board of Managers in writing.
2. All pet owners are responsible for keeping their pets from being a public nuisance, excessive and untimely barking, molesting passersby, attacking people or otherwise infringing upon other residents' rights.
3. All Unit Owners shall advise the Board of Managers in writing of the name, breed, physical description, and license tag number of each dog residing in their unit.
4. Pet owners are responsible for any damage to the Common Elements caused by their pets.