

## **STONEGATE CONDOMINIUM TRUST RULES AND REGULATIONS**

These Rules and Regulations are adopted for the benefit of Unit Owners at Stonegate Condominium. They are intended to contribute to preserving a clean, attractive environment, and to assure the peaceful enjoyment of the Condominium. They are also 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.

### **I. Use of Unit**

1. No Unit Owner shall do or permit to be done anything in or about his or her unit which will interfere with the rights, comfort or convenience of other Unit Owners, it being the intent that Stonegate Condominium shall be residential community wherein all residents shall live in a peaceful and tranquil environment.
2. No Unit Owner shall cause or permit his or her unit or any part of the Condominium property to be used for business, trade, professional, commercial or industrial activities; and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the unit, except such as shall have been approved in writing by the Trustees.
3. Each Unit Owner shall keep his or her unit in a good state of preservation and cleanliness.
4. Each Unit Owner shall keep in his or her unit any inflammable, combustible, or explosive material, chemical or substance, except such commercial products as are required in normal household use.
5. No Unit Owner shall use electronic equipment or an electrical devise in his or her unit which shall create electronic interference or electrical overloading within the Condominium.

6. Except for draperies, no Unit Owner shall cause or permit anything to be hung, affixed, attached, or displayed on the inside or outside of windows, or placed on the outside walls roofs or doors of his or her unit and no sign, awning, canopy, sunshade or shutter shall be affixed to or placed upon the exterior walls, enclosures, roofs, doors, windows or screens, or any part thereof.
7. Each Unit Owner shall keep the exterior of his or her unit in good repair and the stain and/or paint thereon of a good appearance. No Unit Owner shall cause or permit a change of the color(s) on the exterior of the unit, including outside walls, window, doors or roofs, except such changes as shall be approved in writing by the Trustees.
8. No Unit Owner shall make any extension, alteration or change to his or her unit which in any way alters the exterior appearance or structure of his or her unit or any way alters the exterior appearance or structure of any appurtenance to such unit.
9. Garbage and refuse from the units shall be disposed of only in such manner as the Trustees may direct. There shall be no littering in the yard areas, parking areas or common areas.
10. No Unit Owner shall cause or permit his or her unit to be leased or occupied by other than the owners thereof unless (1) there is written agreement between the Unit Owner and the tenant and such agreement is filed with the Trustees; (ii) the written agreement is for not less than the entire unit; (iii) the written agreement is not for transient or hotel purposes; (iv) the term of the written agreement is not less than one (1) year; (v) such written agreement is specifically made subject to the provisions of the Master Deed, the Condominium Trust, the By-Laws and all Rules and Regulations issued thereunder and provides that any failure to comply with the terms of such documents shall be a default thereunder; and (vi) such tenant executes a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe and be bound by the same. No Unit Owner shall cause or permit a sign, notice or advertisement at or about his or her unit or the yard or parking areas appurtenant thereto indicating said unit is for sale, lease of rent.

## **II. Use of Yard Areas and Parking Areas**

1. Each Unit Owner shall keep the yard area and parking area appurtenant to his or her unit in a good state of preservation and cleanliness.
2. Each Unit Owner shall keep the yard area appurtenant to his or her unit landscaped in a manner comparable to the condition of said yard area at the time said unit is purchased. The grassed portion of the yard area shall be cut and trimmed and its growth shall not exceed 4) inches. The landscape design of said yard area shall not be changed, except such as shall have been approved in writing by the Trustees.

3. Nothing shall be hung from the windows or decks or placed upon the windowsills, nor shall any rugs or mops be shaken or hung from or on any windows, doors, decks.
4. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a unit or exposed to the common areas or common facilities of the Condominium or the yard areas of other units. No accumulation of rubbish, debris or unsightly materials will be permitted in the yard areas or parking areas.
5. Other than chairs, benches and tables of such number, nature, and of such type as are actively used for residential purposes, and except for children's playground equipment, and except for barbeque equipment, no other goods, materials, fixtures or paraphernalia, are to be affixed, placed or stored on decks, yard areas, driveway areas, or appurtenances except with the approval of the Trustees. None of the above items shall be affixed, placed or stored in the front yard area or parking area of any unit and no such item shall be affixed, placed or stored less than twelve (12) feet from any abutting yard area.
6. No Unit Owner shall cause or permit the extension, alteration or change of the parking area appurtenant to his or her unit. No Unit Owner shall cause or permit the parking or storage of any automobile, truck, commercial vehicle, trailer, boat or recreational vehicle in the yard area appurtenant to his or her unit.
7. No parking area appurtenant to any unit shall be used for any purposes other than to park duly registered, operable passenger vehicles, excluding specifically trucks, commercial vehicles, trailers, boats or recreational vehicles or equipment unless same are on the premises for business purposes or have been approved in writing by the Trustees. No unregistered automobile or vehicle may be stored or parked on the driveway area appurtenant to any unit for more than three (3) days, except such as shall have been approved in writing by the Trustees. No person or business organization on the premises or a unit for business purposes shall show or display a sign, notice or advertisement of that business purpose on the premises or on any part of the Condominium property.
8. No Unit Owner shall operate a vehicle or permit a vehicle to be operated in or over any part of the Condominium unless such vehicle is equipped with a muffler to prevent excessive or unnecessary noise, which muffler is in good working order and in constant operation, and complies with such minimum standards for construction and performance as the Registrar of Motor Vehicles may prescribe. No such vehicle shall be equipped with a muffler cutout or by-pass. No Unit Owner shall cause or permit the sounding of a bell, horn or other device nor operate a vehicle so as to make a harsh, objectional or unreasonable noise, nor permit to escape from such vehicle smoke or pollutants in such amounts or at such levels as may violate motor vehicle air pollution control regulations. No Unit Owner shall cause or permit the use on or in connection with any vehicle a spotlight, so-called, the rays from which shine more than two feet above the road at a distance of thirty feet from the vehicle.

### **III. Use of Common Areas of the Condominium**

1. There shall be no obstruction of the common areas nor shall anything be stored in the common areas.
2. The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical or other service systems or any damage to the common elements cause by such Unit Owner or b his or her family, tenants, servants, employees, or visitors by their willful or negligent use, misuse or abuse or those systems or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such unit and the Unit Owner shall be personally liable therefor.

### **IV. Actions of the Unit Owners**

1. No noxious or offensive activities shall be carried on in any unit, including the creation or noise, odor or vibration, or in the common areas or common facilities of the Condominium; 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 in the buildings b him or her, his or her family, his or her tenants, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon, any musical instrument or operate, or suffer to be operated, any electronic audio and/or video equipment in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.
2. Unit Owners hall comply with an conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts and all ordinances, rules and regulations of the Town of Chelmsford and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.
3. Unit Owners shall be held responsible for the actions of their children, tenants, licensees, occupants, guests and invitees.

### **V. Pets**

1. No Unit Owner shall cause or permit any animal to be kept in his or her unit or the yard area or parking area appurtenant thereto, except such as shall have been approved in writing by the Trustees.

2. Any Unit Owner approved to keep a pet shall immediately remove and properly dispose of any excrement in or upon any yard area, parking area or common area from such pet.
3. Each Unit Owner approved to keep a pet shall hold the Trustees and all other Unit Owners harmless against loss, liability, damage or expense for the actions of such pet within the Condominium.
4. If a pet approved the Trustees creates a noise, is allowed outdoors without a leash, or in any way creates a disturbance or unpleasantness, the Trustees may immediately revoke their approval of such pet and request that such pet be removed from the Condominium; and the owner of such pet shall immediately comply with such request.

## **VI. Insurance**

1. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, applicable for residential use, without prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his or her unit, or in the common areas or common facilities which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.
2. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon any building of the Condominium or the property contained therein.
3. Damage by fire or accident affecting the unit, common areas or common facilities, or the liability of the Unit Owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.

## **VII. Administration**

1. Any consent or approval given under these rules and regulations may be added to, or revoked at anytime by the Trustees
2. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.
3. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and the Trustees accept no responsibility for any payments made to unauthorized persons.

4. These rules and regulations (including the rules and regulations relating to the recreational facilities of the Condominium) may, from time to time be amended, modified, rescinded, or otherwise changed by the Trustees, and other rules and regulations may be adopted by the Trustees, provided, however, a Unit Owner shall not be bound by such amendment, modification, or change until said Unit Owner has notice of such change. For purposes hereof, a notice of such amendments, modification or change conspicuously posted shall be deemed notice to all.

#### **VIII. Acknowledgement and Agreement to Comply**

The undersigned do hereby acknowledge receipt of a copy of the within Rules and Regulations which govern Stonegate Condominium and agree to comply with said Rules and Regulations.

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