* 1. Rules, Regulations, Restrictions and Requirements (R4 Policies)

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    * 1. General Policy: The Board of Trustees may at any time adopt, amend, or rescind, without the Unit Owners’ consent, any R4 Policy. The R4 Policies are designed to prevent unreasonable interference of the use of the Units, Common Areas, and facilities by the Unit Owners.
      2. Condominium Document Precedence: Pursuant to Section 5.9 of the Maillet Woods Condominium Trust document, the Trustees may, at any time and from time to time, adopt, amend and rescind (without the consent of the Unit Owners) administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities and use, occupancy and maintenance of the Units.

The Rules, Regulations, Restrictions and Requirements (R4) document, which itemizes and describes a set of policies pertaining to the shared responsibilities of the residents of the Maillet Wood Condominium, augment existing Condominium Constituent Documents. The R4 Policies are intended to address policies that are not specifically addressed by any other Condominium Constituent Document. These R4 Policies will apply to all Unit Owners, residents and tenants except where superseded by adherence to Federal, State or Local Law, and the following Condominium Constituent Documents, in order of precedence:

1. Massachusetts General Laws, Chapter 183A
2. Maillet Woods Condominium Master Deed
3. Maillet Woods Condominium Trust

Unit owners are responsible for ensuring their guests abide by any and all applicable policies.

* + 1. Condominium Fees: Condominium Fees are due on the first of every month. As per the Maillet Woods Condominium Trust document, Section 5.5.1, a late fee in an amount of 5% of the late payment shall be added to any payment not made within fifteen (15) days of the due date. If such amount is not paid within thirty (30) days of the date when due, in addition to the late fee, interest on the amount due will accrue at the rate of 18% annum. Any payments not made within 30 days, including late fee and interest, and any costs and expenses of collection thereof, including reasonable attorneys’ fees, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the Condominium law.
    2. Architectural Integrity: Please refer to the Maillet Woods Condominium Master Deed, Page 6, Section 9 (Restrictions on Use) Paragraph E, and Paragraph F.
    3. Noise: Each Unit owner and resident shall be responsible for maintaining a reasonable decibel level in the course of their actions or of their guests, including any noise emanating from conversation, recorded or live music, individual instruments, hand or power tools or any other common source of excessive noise. No intentionally created noises that disturb the peace and quiet of the occupants of surrounding Units shall be permitted.
    4. Nuisances: No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession and proper use of the Units by their owners and residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on or in a Unit that will emit foul or obnoxious odors, or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding Units.
    5. Unit Lease: Please refer to the Maillet Woods Condominium Master Deed, Page 7, Section 9, Paragraphs G, H and I. Any unit owner leasing/renting their unit must provide a Certificate of Agreement on Maillet Woods Policies, signed by each unit owner, each tenant, and to be signed by the Board member accepting the certificate. The certificate form can be found in Appendix D
    6. Speed Limit: The Speed limit on Trevor Lane is 15 MPH. Residents and their guests should use caution entering and exiting the development. ALL vehicles in our complex must be operated in a slow, safe manner at all times.
    7. Use of Unit Driveways: As documented in Section 4 of the Maillet Woods Condominium Master Deed, each Unit has a permanent easement (except as limited below) for the use of the driveway directly in front of the garage of the Unit. The driveway is subject to the following limitations:

1. Unit driveways shall be used solely for the parking of automobiles and other personal vehicles owned by the Unit owners, tenants and their guests.
2. No driveway shall be used for the repair or storage of any vehicle.
3. Any and all boats, trailers, campers, commercial vehicles, recreational vehicles or unregistered vehicles must be stored inside the garage of the Unit, with the garage door able to be closed.
   * 1. Parking: No Unit Owner, tenant or guest shall interfere with the rights of other Home Owners and tenants to use the parking spaces in their intended manner. Repairing or servicing of vehicles within the parking areas is prohibited except in case of an emergency, e.g., dead battery jump start, and other emergency disabled vehicle roadside assistance.

No roadway, access way or other paved area within the facility shall be used for parking or storage of automobiles, boats, trailers, campers, commercial vehicles, recreational vehicles or unregistered vehicles.

When parking any vehicle along the side of the paved common areas, all tires of the vehicle must be on the paved surface – excluding the sidewalks. No parking, even partially, on the sidewalks, the grass, landscaped or mulched areas is permitted at any time.

Unit owners are responsible for ensuring that their tenants and/or guests abide by these restrictions.

Guests should first attempt to park in the driveway of the Unit Owner they are visiting. Guest and overflow parking is very limited. Overflow parking should be used in the following order:

1. Extra spaces at the top of street across from the mail boxes, by the tennis/ basketball court, or on street parking where no buildings exist on either side of street: (before building 1), (between building 2 and 3), (before building 1), (west side of cul-de-sac).
2. Any other available space on street as long as Unit Owners’ and their guests’ vehicles never block another resident’s driveway and never park on any grass or landscaped area.

Overflow parking in this order ensures that residents are minimally affected by issues that may impact their driveway use.

Residents are responsible for making sure that their parked vehicles and their guest’s vehicles do not impede any snow removal.

* + 1. Household Pets: Household pets such as dogs, cats, caged birds, aquarium fish, and other limited species of animals are permitted.

All residents and their guests must comply with the Hopkinton, Massachusetts Town Bylaws, Chapter 62. (<http://www.hopkinton.org/clerk/bylaws.htm>).

Dogs and cats must be registered with the Board of Trustees.

Pet owners shall hold the Trustees and each of the other Home Owners and their respective guests harmless against loss, liability, damage or expense resulting from any actions of their pet(s) within their Unit or in any Common areas.

No pet shall be left unattended in the Common areas.

Pets are not permitted in the Tennis Court or on the Putting Green.

Pet owners are personally responsible for picking up and properly disposing of their pet's excrement from anywhere within the Maillet Woods property, including, but not limited to, the Common areas, roadways, the front of their Units, and the rear of their Units. Remember common courtesy for our neighbors and for the landscape of our community by having pets relieve themselves on the mulch in Common areas or in pet owner’s own backyards. If relieving pets in the grass in Common areas is unavoidable, do not allow pet to use the same patch of grass repeatedly.

Pet wastes and odors shall not be permitted to accumulate within Units thereby creating unattractive or unsanitary conditions.

Pursuant to Hopkinton, Massachusetts Town Bylaws, Chapter 62, Article VIII, No Unit owners shall be permitted to keep a pet that by barking, howling or in any other manner regularly disturbs the peace and quiet of the neighborhood or endangers the health or safety of any person.

Pet breeding is not permitted in the community.

* + 1. Trash Pickup: Each unit is provided a single waste barrel, supplied by the community’s waste contractor. Each unit’s weekly waste is limited to what will fit inside the single barrel with the lid closed. Any excess waste may result in extra charges, to be paid by the owner of that unit.  
         
       Do not put waste of any kind in any other unit’s waste barrel without the explicit expressed consent of that unit’s owner.  
         
       All trash bins shall be placed at the end of the Unit Owner’s driveway either the day before (after 5:00 P.M.) or the morning of the designated collection day. Trash bins shall be removed by the following day after collection occurs. Trash containers of any type may not be stored outside the Units at any time.
    2. Garbage Disposals: No Unit Owner shall install a garbage disposal or garbage grinder system in their Unit.
    3. Signs: The Maillet Woods Condominium Master Deed, Page 6, Section 9 (Restrictions on Use) Paragraph E prohibits the erecting, planting, or displaying of signs of any kind on the exterior of any building, or on the inside surface of any windows.

In addition, no signs of any kind are permitted to be placed in front of any Units or in any of the Common Areas without the prior approval of the Board of Trustees, with the exception that Unit Owners have the right to place and maintain reasonably sized and located “For Sale” or “For Lease” signs in front of their respective units. The Board reserves the right to decide if any such signs are unsightly and to the detriment of the community. Accordingly, the Board may control and restrict the placement of these signs in the Common Areas.

* + 1. Home Occupations: No Unit Owner or occupant may use or maintain their unit or the Common Areas for any occupation, purpose, or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority or for any purpose which would constitute a nuisance, be offensive, or damage or inhibit common area use.

Home occupations, including work conducted at home in the course of employment, conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. To be permitted as a "home occupation", there must be: (1) no sign or display that indicates from the exterior that the residence is being utilized for any purpose other than that of a single-family dwelling; (2) no mechanical or electrical equipment is used, other than personal computers and other office equipment.

* + 1. Fire safety: Responsibility for the fire safety of your building lies with each and every resident. Unit Owners, guests and tenants shall use precautions to keep the inside and outside of their units free of all fire hazards. No open fires, charcoal grills, or fire pits are allowed on or under decks, on patios, or within 10 feet of any building. All residents with gas grills shall keep them away from the vinyl siding and operate them safely and cautiously at all times, as well as perform proper maintenance on them to ensure they function properly and safely.

All residents shall comply with 527 CMR Board of Fire Prevention Regulations. CMR – Code of Massachusetts Regulations, and International Fire Code 2006.

* + 1. Smoke & Carbon Monoxide Detector Battery Replacement: Unit Owners are strongly encouraged to follow the Consumer Product Safety Commission’s recommendation that all smoke detector and carbon monoxide detector batteries in their Units be tested once a month, and batteries replaced annually.
    2. Unit Minimum Ambient Temperature: No Unit shall be maintained at an ambient temperature of less than fifty (50) degrees Fahrenheit during times when the Unit Owner(s) are absent from the Unit. This is necessary to prevent freezing of any or all pipes within the Unit and its associated building.
    3. Tennis / Basketball Court: The tennis / basketball court is for the use and enjoyment of the Unit owners and their guests. The court is to be used only for tennis and basketball. No skateboarding or rollerblading or bicycle riding is allowed in the court at any time. No professional or business use of the court is permitted without the prior written approval of the Board of Trustees.

No court usage is allowed before 7 am and after 9 pm.

Both tennis and basketball players must wear rubber-soled shoes. No leather or other hard-soled shoes, which can dig into the surface and leave marks are permitted.

Reservations for tennis or basketball use can be made online by going to "ReserveMyCourt.com". Reservations can be made up to1 week in advance.

For tennis the court may be reserved for 1 hour for singles or 1 1/2 hours for doubles.

For basketball, the court may be reserved for 1 hour.

If no one has reserved the court for a particular time then whoever arrives at the court first has priority.

A Court Administrator, appointed by the Board of Trustees, is responsible for:

1. Enforcement of court policies.
2. Administration of the on-line reservation facility, including membership enrollment.
3. Resolving reservation contentions or conflicts.
4. Approval of special-use requests.
   * 1. Unlawful Unit Uses: Pursuant to Section 9 of the Maillet Woods Condominium Master Deed, “Restrictions on Use” is set forth:

“No Unit shall be used for any purpose other than a two bedroom residential dwelling purposes”.

In addition, specific prohibited uses:

1. No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any Unit or on the Common Areas that will increase the rate of insurance for the Condominium.
2. No Unit Owner shall permit anything to be done or kept in the Owner’s Unit or elsewhere on the Common Areas that will result in the cancellation of insurance on any Unit or any part of the Common Areas, or that will be in violation of any law.
   * 1. Common Areas: Pursuant to Section 8 (C) of the Maillet Woods Condominium Master Deed, the” Use of Common Areas” is set forth:

“Any and all common areas and facilities from time to time included in the Condominium are intended to be used for the private use and enjoyment of the Owners of the Units and their families, guests and lessees.”

In addition:

1. Any parking areas, storage facilities, or other Common Areas designed for a specific purpose shall be used only for those purposes or other uses approved by the Trustees. The use, maintenance, and operation of the Common Areas shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner.
2. The Common Areas shall not be used for the storage of supplies or personal property.
3. No Unit Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Areas or that affects an Association responsibility in any way.
4. No activity shall be carried on nor condition maintained by any Unit Owner either in the Common Areas that despoils the appearance of the Condominium.
5. For any prior planned gathering in Common Areas, the host Unit Owner shall first receive written permission to use the Common Area from the Trustees. At all times, no unreasonable noise that may disturb occupants of any units shall emanate from the common areas.
6. No motorized vehicles shall be permitted on Common Areas, except as expressly permitted under the “Use of Common Areas” policy.
7. No pet shall be left unattended in the common areas. Pet owners are responsible for removing their pet's wastes from these common areas and from the front of their units.
   * 1. Garage Sales: No garage, lawn or moving sales will be conducted on the premises of the Common Areas, including but not limited to the parking area next to the tennis court, sidewalk extensions, or common areas, without the prior written permission of the Trustees.

Unit owners have the right to conduct Garage Sales in their driveways and Units, provided that exterior signs are not placed in common areas (such as at the entrance to the Condominium). The Trustees may control and restrict Garage Sales at their discretion.

* + 1. Bird/Animal Feeders: Bird and other animal feeders are prohibited from being mounted, attached, or placed anywhere on the exterior of a Unit, including, but not limited to the deck, deck railing, underside of deck, patio, windows, or window sills. They cannot be hung from trees or placed on poles within the landscaped boundaries of the common areas or in the landscaped areas in the front or rear of units.
    2. Remedies on Breach of a Policy: The Maillet Woods Home Owners Association’s goal is to establish a community in which residents communicate and treat each other with mutual respect. If problems or disagreements occur between residents, our hope is that residents can resolve them directly by reaching an understanding of their respective views and arriving at an amicable solution. Although it is not anticipated that residents will intentionally breach any of the R4 polices, there is a resolution process, described below, available to unit owners when necessary. The resolution process should be used if, and only if, an amicable resolution is not possible.
    3. Dryer Vent Cleaning: Each Unit Owner is responsible for the maintenance and cleaning of their unit’s dryer vents, which extend from the laundry room to the exterior vent. It is required that the vents be cleaned annually. Build-up of lint in the vent will affect the efficiency of your dryer and extreme build-up may pose a fire hazard.
    4. Exterior Gas Grills: Any exterior gas grill that is “hard-piped” to supply fuel (propane, LNG, etc.) from the Unit’s gas line must be at least 10 feet from any exterior Unit wall.

A. Formal Complaint Procedure

i. Other than as described in the “Alternative Complaint Procedure” (described below) any complaint alleging a violation of the Master Deed, Trust Document or R4 Policies, must be made in writing to the Board of Trustees using a Violation Report (see Appendix “A” to these Rules and Regulations). The violation report must be filled out completely for a complaint to be considered.

ii. Upon receiving a Violation Report, the Board of Trustees will send a Notice of Alleged Violation (see Appendix B to these Rules and Regulations) to the person against whom the allegation(s) is/are made. If the person against whom the allegation(s) is/are made is a resident who is someone other than the unit owner, the Notice of Alleged Violation shall be sent to that resident and the unit owner.

iii. The Board will convene a meeting of involved parties to discuss the violation. All parties involved will be welcome to present their views. After hearing the issues and arguments related to the violation, the Board will determine if a violation(s) occurred and issue a Violation Determination Notice (see Appendix “C” to these Rules and Regulations). If a violation has been determined, the Board will decide whether a fine should be levied or other action taken (an alternative to a fine, for example, would be a warning with a directive to cure the condition leading to the violation). A unit owner is responsible for paying any fine levied because of conduct occurring in the owner’s unit, even if the unit owner did not commit the violation himself or herself (e.g., if the violation was committed by a guest or renter/lessee).

iv. If a fine is assessed, there will be a $100 fine for each violation, provided the owner has not been fined for the same violation within the past 12 months. If the owner has been fined for the same violation within the past 12 months, the fine for the second instance of the violation will be $200. If the owner has been fined twice for the same violation within the past 12 months, the fine for each subsequent occurrence of the same violation will be $300. The Board will notify the unit owner (and, if applicable, the resident other than the unit owner against whom an allegation(s) was/were made) of its decision via a Violation Determination Notice (see Appendix “C” to these Rules and Regulations). Any fines assessed against the unit owner’s interest in the premises shall be added to the assessment payment due and payable on the first of the next month.

v. In the event of a violation, the Board reserves the right to pursue any and all legal remedies to compel enforcement. Any attorneys’ fees and costs will be charged to the account of the unit owner.

vi. Notwithstanding paragraphs (i) through (v) above, or any other provision of these Association Rules and Regulations, the Board may exercise any of the rights detailed in the Master Deed and Condominium Trust documents, regardless of whether exercise of those rights is consistent with any procedures set forth in these Rules and Regulations. In addition, neither the Formal Complaint Procedure nor the Alternative Complaint Procedure described below shall preclude the Board from taking immediate action relative to other policies when necessary.

B. Alternative Complaint Procedure

i. Owners wishing to make a complaint regarding a visually verifiable violation that allegedly exists, but is not within an owner’s unit, may report the alleged violation to the Board of Trustees without utilizing the Formal Complaint Procedure described above. If the violation is confirmed by the Board, the Board shall send a letter to the unit owner (and, if applicable, to the resident other than the unit owner against whom an allegation was made); the letter shall request that the violation be corrected within 7 (seven) days of receipt of the letter. If the violation is not corrected within 7 (seven) days of receipt of the letter, the Board shall then send a warning letter requesting compliance within 7 (seven) days of receipt of the warning letter. If the warning letter is not complied with within 7 (seven) days of its receipt, the Board shall file a Violation Report, triggering the Formal Complaint Procedure.

Alleged violations that are not visually verifiable, or that allegedly occur within an owner’s unit, may only be considered via the Formal Complaint Procedure.

ii. Regardless of whether the Board of Trustees receives a complaint from an owner, the Board may on its own initiative utilize the Informal Complaint Procedure described above, if the Board observes a visually verifiable violation, so long as the violation exists outside of an owner’s unit.

**APPENDIX A: VIOLATION REPORT**

Note: This Violation Report must be completely filled out or the complaint will not be considered. After the report has been filed with the Board of Trustees, it will be necessary for you to appear before the Board at a scheduled meeting. The alleged violator(s) will be asked to attend this meeting (if an alleged violator is a resident other than the unit owner, the unit owner will also be asked to attend). After hearing the issues, the Board will determine if a violation occurred and if a fine should be levied, or other action taken (e.g., a warning issued). (Please print or type.)

Name of alleged offender(s)

Unit number of alleged offender(s)

Location of alleged violation

Time and date of alleged violation

Description of alleged violation; also specify which provision or provisions of the Master Deed, Trust Document, By-Laws, Rules or Regulations you allege have been violated (attach additional information or detail if necessary):

Submitted by Unit number Date

In signing this report, I verify that the information contained herein is true and correct to the best of my knowledge. I also agree to cooperate in whatever enforcement proceedings may be required, and I will participate in any meetings that may be necessary. I understand that a copy of this Violation Report may be shared with whatever unit owner or residents are the subject of this report.

Signature Phone number

**APPENDIX B: NOTICE OF ALLEGED VIOLATION**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit number: \_\_\_\_\_\_\_

FROM: Maillet Woods Condominium Association Board of Directors

A Violation Report form has been filed (a copy of which is attached) that alleges that you have violated the Association’s Declaration, By-Laws, or Rules and Regulations. (If the allegation(s) is/are against a resident other than the unit owner, this notice is being sent to the unit owner as well.)

The Board of Directors will consider the alleged violation(s) at a hearing to occur on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

You have a right to present a defense and evidence regarding the accusations against you. (If the accusation(s) is/are against a resident other than the unit owner, the unit owner may present a defense and evidence as well.) If there is written information you would like the Board to consider prior to the violation meeting, please submit the information as soon as possible to the Board and request that the information be considered. Submitting written information at the meeting itself will not be prohibited, but submitting it in advance will better enable the Board members to prepare.

After hearing and reviewing the information presented, the Board will determine if a violation has occurred and if a fine should be levied or other action taken.

Please be present at the meeting. The Board will proceed with or without your presence.

**APPENDIX C: VIOLATION DETERMINATION NOTICE**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit number: \_\_\_\_\_\_\_

FROM: Maillet Woods Condominium Association Board of Directors

The Board of Directors has found as follows regarding the charge of violating the Association’s Declaration, By-Laws, or Rules and Regulations:

The violation(s) was/were allegedly committed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unit number: \_\_\_\_\_\_\_\_\_\_

The Board takes the following action or actions:

* Alleged violation charge or charges is/are dismissed, and no violation is found.
* A violation or violations have been found, but in the Board’s judgment no fine or warning is warranted.
* A violation or violations has/have been found, but in the Board’s judgment no fine is warranted. The Board is, however, warning the offender(s) not to repeat the offense.
* A violation or violations has/have been found, and the unit owner is fined in the amount of \_\_\_\_\_\_\_. This amount is due and payable on the first of next month, and is in addition to the unit owner’s monthly assessment.
* Other action: (e.g., referring the matter to Association legal counsel):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(to be signed by Board officer presiding at the hearing)

**APPENDIX D: CERTIFICATE OF AGREEMENT ON MAILLET WOODS POLICIES**

This form is to be signed by the Unit Owner(s) leasing/renting their unit, and their tenant(s), indicating that all parties have read and agree to uphold all of the Associations Declaration, By-Laws and Rules and Regulations.

DATE:

Unit number:

Unit Owner:

Print name Signature Date

Unit Owner:

Print name Signature Date

Tenant:

Print name Signature Date

Tenant:

Print name Signature Date

Board Member:

Print name Signature Date