# Ridge Crest Condominium Trust

Rules & Regulations

# RIDGE CREST CONDOMINIUM TRUST

# RULES AND REGULATIONS AS AMENDED

We, the majority of the Trustees of Ridge Crest Condominium Trust, under the Declaration of Trust, dated September 11, 2000 and recorded with the Bristol County north Registry of Deeds in Book 8968, Page 161 as may be amended, in accordance with Article V, Section 5.1.6 of said Trust, do hereby amend the Rules and Regulations of Ridge Crest Condominium Trust, c/o The Lorell Management Corporation, P.O. Box 832, Mansfield, MA 02048

In these rules and regulations, the word "Condominium" shall refer to **Ridge Crest Condominium** and the words "Common Areas", "Facilities", "Trustees", "Unit", and "Unit Owners", shall have the meaning given to these terms in the Master Deed creating **Ridge Crest Condominium**.

# 1. COMMON AREAS

Unit owners will not cause, nor will they suffer obstruction of Common areas and Facilities except as the Trustees in specific instances expressly permit. All Common Areas and Facilities used for recreational purposes will be used in such a manner so as not to damage, destroy, or otherwise materially impair said Common Areas and Facilities. No Unit Owner will leave bicycles, wagons, toys, benches, chairs, shopping carts or other personal property in or on the Common Areas and Facilities when not in use or overnight. The walkways of Ridge Crest shall not be obstructed or used for any other purpose other than ingress to and egress from the condominium units. No Unit Owner shall do anything or permit anything to be done by servants, employees, agents, visitors, lessees or licensees, either willfully or negligently, which may, or does, cause damage to any of the Common Areas.

# Offensive activity

Noxious or offensive activity shall not be permitted in any Unit, exclusive use or Common Area, nor shall anything be done therein, either willfully or negligently, which is, or may become any annoyance to other unit owners or occupants. No Unit Owner will do or permit anything that will interfere with the right, comfort or conveniences of other Unit Owners.

# **Excessive noise**

The volume of television sets, radios, stereo systems, musical instruments and the like shall be, at all times, kept at a sound level which will not annoy the occupants of neighboring units. No Unit Owner shall make or permit disturbing noises by him/herself, his/her family, servants, pets, employees, agents, visitors, lessees or licensees.

# Traffic

All residents are expected to drive at a moderate rate of speed when entering, exiting or traveling through the community.

# 2. STRUCTURAL INTEGRITY

Nothing shall be done in any Unit which will impair the structural integrity of the Buildings or which would structurally change the Buildings without the prior written consent of the Board of Trustees. Any construction, alteration or remodeling which affects the structure of any Building and which is not otherwise prohibited by the Master Deed shall be undertaken by a Unit Owner only after written application to the Board of Trustees (specifying the nature and scope of the work in detail) and the written approval of the Board of Trustees.

# 3. EXTERIOR DECORATIONS, LIGHTS, FIXTURES AND SIGNS

No modifications may be made to the architectural and structural elements of the buildings or the exterior of the Units without prior approval of the Board of Trustees. Residents shall not place or replace or change any decoration, light fixture, or sign on the exterior of their Unit, including exterior doors and decks.

Residents may not display "FOR SALE" or "FOR RENT" signs or advertisements of any kind in the windows of their Units.

Satellite Dish installation must have the approval of the Board of Trustees. Application for such installation may be obtained from the Board of Trustees or the Management Office.

#### 4. DECKS AND WALKWAYS

Decks and walkways shall be kept in an orderly fashion at all times. Residents shall not use the decks and walkways for the storage of personal property (except grills and customary deck furnishings on the decks), or in any other way, which, in the opinion of the Board of Trustees, detracts from the appearance of the Condominium. Walkways and all Common Areas shall be kept clear at all times.

Grills must be used adjacent to decks only. Fires should be controlled at all times and excessive smoke, which annoys neighbors, is prohibited.

Toys may be kept or stored under the decks during the Summer Recreational Season provided they are maintained in an orderly fashion. During the months of November 1 to March 30, toys must be stored in the unit. Under no circumstances, may toys or bicycles be stored in the shrubbery or mulch beds.

Toy Pools - allowed on the maintained common area during the day, but <u>must</u> be removed at the end of the day and properly stored under the deck.

# 5. PLANTS, FLOWERS AND SHRUBS

No artificial plants shall be placed on the grounds. Unit Owners may plant flowers in mulch beds situated in front of their Units. All seasonal plants must be removed at the end of the growing season or earlier if the flowers have died. Maintenance of such plantings is the responsibility of the Unit Owner. The same rules apply to plants in containers on the front stoop/cement pad and decks.

# 6. RUBBISH DISPOSAL

Trash must be placed in securely covered containers. Trash containers must be stored neatly at the rear of the unit at all times. Trash must be put out for collection no later than the evening prior to the specified trash collection day. Loose trash bags are not acceptable. All containers must be brought in from the street by the end of the scheduled pick up day.

#### 7. PARKING

Vehicles must be parked in the driveway of their respective unit. Additional vehicles must be parked in the overflow parking areas. Owner's vehicles cannot be continuously parked on the street. Commercial vehicles (those having signs, painted logos or are continuously "equipment burdened," box trucks, trailers, snowmobiles, boats and motor homes are banned.

No work shall be performed on any vehicle with the exception of washing, waxing and cleaning. Emergency repairs are permitted. Damage caused to the common areas by vehicular fluids shall be repaired at the Unit Owner's expense.

Visitors shall not park in front of any other Unit's door, garage or walkway.

Unregistered or uninsured vehicles shall not be stored on the property at any time.

No visitor may park in unassigned areas on a continuing basis. In instances where vehicles are not in compliance with the foregoing provisions, the Board of Trustees is authorized to allow the towing of the vehicle at the Unit Owner's expense.

#### 8. PETS

All pets must be registered with the Board of Trustees within seven (7) days prior to Unit occupancy, or pet acquisition. All dogs must be licensed by the City of Attleboro. All rules and regulations promulgated by the City of Attleboro concerning pets must be adhered to. No pet is allowed loose on any Common Area at any time. All pets are to be walked on hand-held leashes. Pets may not be confined to the

Common Areas by chain, anchors, ropes or the like. Pets are not to be fed outside and no pet foods should be left in the common areas.

Pets are to be taken to a wooded area to relieve themselves so as not to damage grassed areas. All pet waste products are to be immediately picked up and disposed of properly. Residents shall prevent their pets from becoming nuisances to adjoining residents. No pit bulls or potentially dangerous animals will be allowed.

Any resident who witnesses a violation of the aforementioned rules may send a written notification (complaint) to the Management Company detailing the offense. The complaint must be signed by the resident filing the complaint. Upon receipt of a signed complaint, the Management Company will immediately send a written notice to the pet owner and/or Unit Owner.

# **Violations**

Any resident who violates the aforementioned rules (section 8) is subject to specific action based upon the following criteria:

1st and 2nd offense written warning 3rd offense \$ 20.00 fine 4th offense \$ 50.00 fine

5th offense \$100.00 fine, and subject to pet removal

All fines are payable to Ridge Crest Condo Association. All offenses are cumulative over a 12-month period. Pet owners are urged to control their pet. Any charges incurred by the Condominium, as the result of damages caused by a resident's pet will be charged to the Unit Owner.

Condominium owners who lease/rent their Unit are liable for any violations of the pet rules and regulations by their tenants. Unit Owners are liable for damage caused by animals owned by their guests, residents, or other occupants. These rules are established to provide for the health, comfort, safety and welfare of the residents of Ridge Crest Condominium.

# 9. LEASES

Units may be leased for use by other than Owners provided that:

- a. Leases are in writing and for a period of no less than six months
- b. The lease is not for transit purposes and is subject to all the provisions of the Master Deed, Declaration of Trust and the Rules and Regulations then in effect.
- c. The lease cannot permit any business activities
- d. A copy of the "Ridge Crest Condominium Rules and Regulations" is attached to the lease as an addendum or exhibit.
- e. The full name, mailing address and telephone number of the tenants is submitted to the Management Company or Board of Trustees.

# 10. BUSINESS USE

Units may not be used for any business purpose that brings additional people or vehicular traffic to the community.

# 11. CONDOMINIUM FEES

The association monthly fee is due on the 1st day of each month. A ten-day grace period will be allowed. Any fee payment not received (**not** post marked) by the 15<sup>th</sup> of the month is subject to a \$25.00 late charge with no exceptions. There is a \$25.00 charge for **all** returned checks.

# 12. FINE SCHEDULE/ENFORCEMENT

Unit Owners are responsible for being in compliance with all Rules and Regulations. Unit Owners found in noncompliance will be subject to the following fine schedule:

**First offense** - Unit Owner will receive a written warning with an explanation of the violation. Failure to comply within 24 hours of receipt of notification of the violation will result in a fine of \$20.00 per day until the violation is resolved.

**Subsequent repeat violation** - Unit owner will be fined \$20.00 per day until the violation is resolved.

There will be no 24-hour grace period. You will receive written notification of the start date of the fine. Any Unit Owner who violates these Rules and Regulations or is responsible for any such violations will pay all associated fines and costs and/or expenses incurred by the Board of Trustees including (without limitation) reasonable attorney's fees in connection with collection of fines and enforcement of these Rules and Regulations. Unpaid fines will constitute a lien against the Unit in accordance with Massachusetts General Law, Chapter 183A and Article 5.1.2 of the By-Laws of Ridge Crest Condominium Trust.

# 13. COMPLAINTS/PROBLEMS

Witness our hands

Any issues regarding the exterior of a unit or the common property should be reported to The Lorell Management Corporation, P.O. Box 832, Mansfield, MA 02048

Telephone (508) 261-1047 Fax (508) 261-9006

All communications are reviewed with the Board of Trustees.

3/10/03	Justen B. Cole	
Date	As Trustee, and not individually	
3/10/03 Date	As Trustee, and not individually	
3/10/03 Date	As Trustee, and not individually	
3-10-03	Jafaleen Place	
Date	As Trustee, and not individually	
3-10-43 Date	As Trustee, and not individually	
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Bristol, SS	, 2003	
Then personally appeared the ab	pove named	-0
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ac	knowledged the foregoing to be their free act and deed, before	me
	My commission expires: August 9, 2007	ii B
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