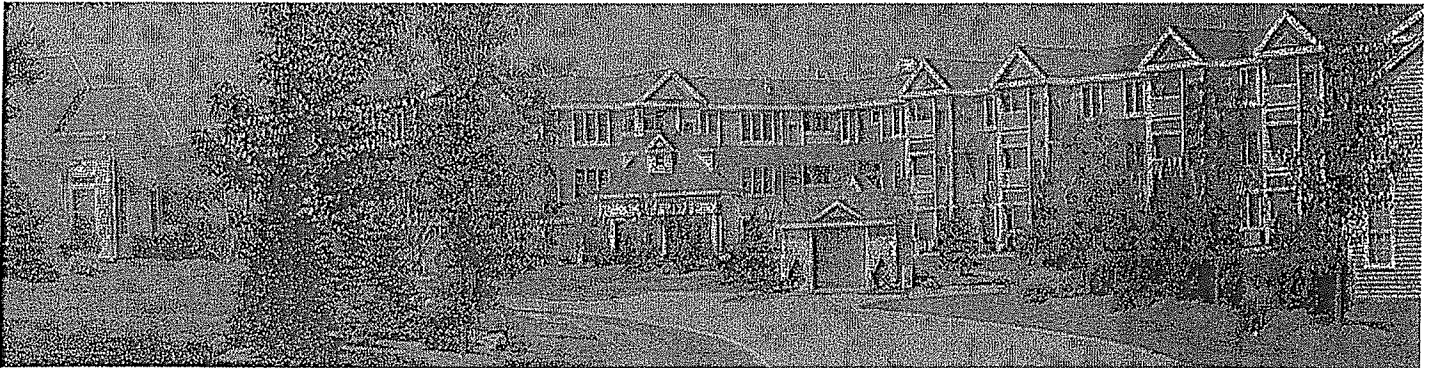




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*Emerald Court
Condominium Association
Tewksbury, MA 01876*

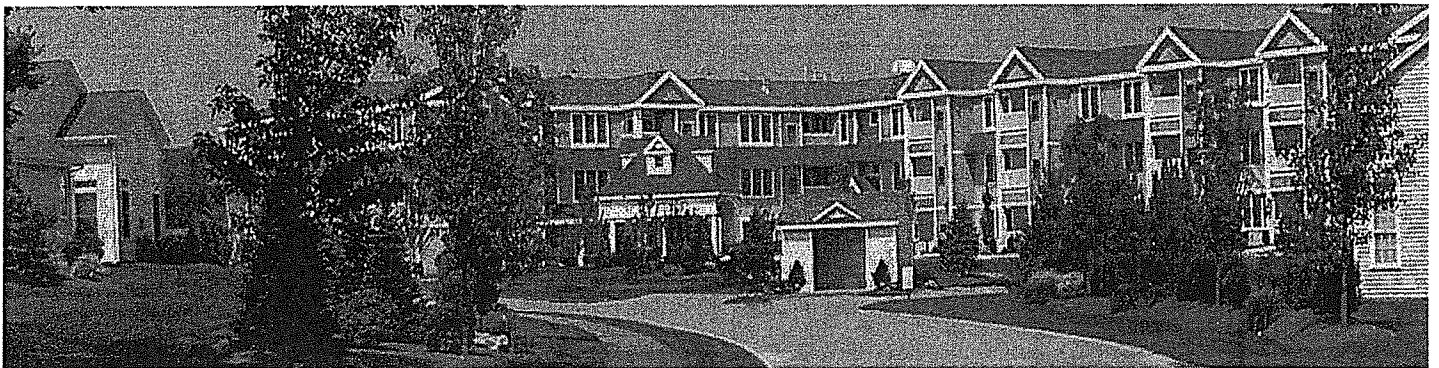


Rules and Regulations Manual

April 1, 2017

Revised March 16, 2017

*Emerald Court
Condominium Association
Tewksbury, MA 01876*



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Table of Contents

I.	Use of Unit	4
	a. Seasonal Decorations.....	7
	b. Plants.....	8
II.	Use of Common Areas and Facilities.....	9
III.	Actions of Owners and Occupants.....	10
IV.	Trash.....	11
V.	Motor Vehicles.....	12
VI.	Club House Regulations.....	13
VII.	Pets.....	14
VIII.	Grill Area Rules - Magnolia.....	15
IX.	General Information and Guidelines.....	15
X.	Administration.....	16
	a. Attorney's Fees and Costs.....	16
	b. Fines.....	17
XI.	Execution of Rules and Regulations.....	18

RULES and REGULATIONS EMERALD COURT CONDOMINIUM

The Condominium has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the Condominium Trust responsible for the administration, operation and maintenance of the Condominium have adopted the following Rules and Regulations. These rules and regulations shall apply to all Unit Owners, their family members, guests, invitees and tenants.

The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities.

I. USE OF UNIT

Each "Unit Owner" shall keep their unit in a good state of maintenance and cleanliness as per the standards of the Board of Health, Inspectional Services Department and Fire Department.

Each Unit Owner shall keep those portions of the Common Areas of which they have the exclusive use in good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown from the doors, windows or balconies, any dirt or other substance.

No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes or the like out of a Unit door, window, balcony, railing, patio/deck, Exclusive Use Area (EUA) or Common Area, nor shake rugs, mops or the like, out of a Unit door, window, balcony, railing, and patio/deck, EUA or Common Area.

Draperies, curtains or blinds must be installed by each Unit Owner on all windows of the Unit and must be maintained at all time. The color of the portions of draperies blinds or curtains visible from the exterior shall be white or off-white.

Outdoor carpeting, paint/stain may not be installed or placed on the front porch, patio, deck, balconies or EUA.

No sealing of driveways is allowed.

No Unit Owner may alter, screen or otherwise enclose any deck, porch or patio appurtenant to a Unit.

Bicycles, sporting goods, baby carriages, and other personal articles and equipment shall not be left outside the Unit, when not in use. Basketball hoops or other sports equipment are not permitted to be attached to the balconies or buildings.

Birdhouses, bird feeders, birdbaths, etc., shall not be hung or placed on any portion of the structure of the Unit. This restriction also includes the patio, trees, EUA and Common Areas. One (1) Wind chime per unit is permitted.

No pet food is to be left outside of unit. Feeding of wild animals is prohibited.

Unit owners or tenants shall not permit anything to be hung, affixed, attached, or displayed on the outside of windows, or placed on the outside walls, porches, decks, patios, or doors of the buildings.

Brass-type doorknockers may not be used on any Units.

Maintenance of EUA such as driveways, front porches, patios, decks and balconies shall be the sole responsibility of the Association. All charges incurred to repair any damage created by misuse, abuse or destruction of the EUA will be the responsibility of the Unit Owner.

Each Unit shall be used for only residential dwelling purposes and shall be occupied by at least one person who is age 55 or older (referred to as a "qualifying occupant"). Children under the age of 18 may not reside in a unit for more than 90 days in any nine (9)-month period. One hundred percent (100%) of the units shall be

occupied by owners, and/or lease agreement, by persons who have attained the age of fifty-five (55) or older, unless the spouse of such person age 55 or older is under 55, and/or such person who has attained the age of 55 or older has sole or joint custody of a person under the age of 55.

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 Common Areas of the buildings, any gasoline, kerosene, or other flammable, combustible or explosive fluid, material, chemical or substance except as are customarily incidental to residential use.

No Unit Owner shall barbecue or cook on any portion of the Common Areas, except patios or other areas as may be designated by the Trustees.

Nothing shall be done in, about or to any Unit, or in, about or to the Common Areas or EUA's, which will impair the structural integrity of any building or which would structurally change any of the buildings, or endanger the safety of the Unit Owners or occupants.

No alterations or additions to the exterior of the buildings (i.e., storm doors, etc.) are permitted without prior written approval of the Trustees. If any alteration is done, it will result in a fine and the Trustees will require that the building be returned to its original state at the owner's expense.

No Unit Owner, tenant or guest shall allow the installation or wiring for electrical or telephone use, television antenna, air conditioning unit, computers, or other machine or equipment, which protrudes through the walls or the roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board.

Unit Owners may not display "For Sale" or "For Rent" signs in windows of their Units, nor may the Unit Owners place window displays or advertising in windows of such Units.

Unit Owners may place their names only in such places outside their Unit as may be provided by the Trustees.

No signs, whatsoever, whether business or professional, designed for profit or altruism (i.e., political), shall be maintained or permitted on any unit or EUA appurtenant to a unit.

Owners may lease, rent or license the use of their Unit for a minimum period of six (6) months, subject, however, to the conditions and obligations set forth in the Master Deed. Each Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein, and shall not cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Owner(s) of their Unit(s) and/or the Common Areas and Facilities.

- The Trustees must be notified of a Unit Owner renting or leasing their Condominium Unit.
- Owners are required to notify the Property Manager, of Tenant's Name(s), Phone Number(s), all vehicle information and all changes as they occur.
- Tenants must agree to abide by the Association By-laws, Rules and Regulations.

VILLAS

The Garage portions of Villa Home Units may be used to house private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the garage in which the same are used (except when actually being transported). Garages shall not be used for human habitation, nor shall garages be converted into living or other accessory use without the prior written consent of the Trustees. In any event, the exterior doors to garages shall be kept closed at all times except when vehicles or persons are in actual transit to or from the garage. The term "private non-commercial passenger vehicles", as used in this section, shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in of itself, not render such vehicle a commercial vehicle. No Recreational Vehicles (RVs) are permitted.

Inflatable/plastic kiddie pools must be emptied and stored every evening, and they are prohibited on the Common Area on scheduled landscaping days.

Garden hoses must be freestanding on reels or in box containers only. They must be reeled up when not in use. The reels may not be attached to the Unit. They may be left, in season, on the rear or side patio or garage only, so as not to interfere with landscaping.

From November 1 through March 31, hoses must be disconnected from the faucets and stored inside the Unit or garage.

Propane tanks, including those attached to the grills, MUST NOT be stored inside a Unit or garage. Gas grills MUST NOT be secured to the patio or building and must be placed a safe distance from the building. No other outside fires are permitted.

Motion lights are allowed only with board approval. The unit owner will be responsible for the maintenance of said light and bulb replacement of said light.

The keypad for a keyless entry system for Villa garage doors may be affixed to either the right or left inside portion of the exterior garage doorframe.

Only chairs, tables and gas grills may be stored on Villa patios. No other goods, materials, fixtures, paraphernalia, brooms or shovels, are to be affixed, placed or stored on decks, porches, patios, yard areas, driveways and EUA.

MAGNOLIA

Patio furniture and planters may be placed on the balcony, but nothing may be hung on the rails or attached to the posts or the side of the building or placed on the ledges.

No gas grills, hibachis and other similar devices are allowed on any balcony.

Balconies shall not be used for the storage of personal property or in any other way that will detract from the appearance of the building.

Residents may not use the balconies in a manner that causes damage, creates a nuisance or danger to balconies or residents.

The entrance doors to the Unit are fire rated doors thus any holes made in them will compromise this. Only Command strips or over the door hangers are allowed to hang wreaths. Must meet local fire code.

Doormats may be laid at the door within the recessed area. Keeping the doormats clean is the Unit resident's responsibility.

No inflatable/plastic kiddie pools are allowed.

MAGNOLIA & VILLAS

a. SEASONAL DECORATIONS

Residents are allowed to display holiday decorations, as listed below, provided there is no compromise to the vinyl siding.

Only white lights or electric candles are allowed.

Decorations are permitted from Thanksgiving weekend and must be removed by January 15.

No flashing/traveling lights are allowed.

No lights are to be used for outlining houses, doors or windows.

No nativity scenes, plastic Santa's, reindeer, flags, signs, etc., are permitted outside your Unit.

Any repair costs for damage caused to landscape or Unit exteriors as a result of decorations will be borne by the Unit Owner, not the Association.

No Christmas trees are permitted on the porches/balconies or patios, or on any exterior Common Area of the condominium.

Autumn pumpkins may be displayed on front porches within the confines of the porch railings, patios and balconies. No cornstalks or hay bales are allowed anywhere.

MAGNOLIA

No exterior lights and/or decorations are allowed.

All Holiday decorations must be artificial and meet local fire code.

Doormats and freestanding holiday decorations are allowed within the recessed section (16") of the doorway. They cannot impede emergency exits.

Freestanding holiday decorations must be removed the evening before cleaning day.

VILLAS

Install lights or greenery only within your EUA (immediately around your home). This includes porches and bushes surrounding your patio and porch. No seasonal decorations or lights are allowed in trees.

Only white or clear mini-lights can be used in the bushes.

Ground spotlights are permissible provided they are designed for exterior use and only shine on their unit.

No power cables are to be laid over walkways or driveways. No decorations of any kind on roofs or lawns. Seasonal door wreaths, swags and kissing balls are allowed to be hung on the exterior of the Unit.

Exterior lights and greenery may be affixed to the porch railings of all residential homes. They must be fastened with plastic ties ONLY. No screws, nails or staples are allowed. Lights are to be small clear or white and must be non-blinking.

b. PLANTS

All landscaping alterations and/or improvements (i.e. trimming of trees and shrubs, fertilizing, etc.) are the sole responsibility of the Condominium Association.

Only stainless steel, aluminum, brass or galvanized hardware is to be used to mount flags or plant hangers.

Live plants are permitted in mulch areas only, with Board approval. Grass is not to be disturbed and are to be displayed within the period starting April 1st through October 15th of each year. Plants must be healthy and maintained at all times. Dead plants must be removed promptly. All plants, and plant containers, must be removed from-all areas by October 15th.

Plants and furniture must be placed on a patio, deck or balcony, so as to permit emergency ingress/egress

to/from Unit

No railing planters are allowed.

Plants and containers may not exceed 18" in diameter and are not to exceed 30" in height when fully grown.

Two (2) figurines or statues, no taller than 24", may be displayed within the confines of front porch railings on patios, decks and balconies.

VILLAS

Front Porch - a maximum of four (4) plants are allowed for individual Villas, two of which may be hanging plants. NOTE: Hanging items, flowers, flags, etc., cannot obscure the Unit numbers.

Patio - a maximum of 4 plants is allowed.

There shall be no planting of trees, shrubs, fruits and vegetables, or other forms of gardening or other horticultural activities conducted by any Unit Owner in any portion of Common Area and facilities of the condominium including the Exclusive Use Area (EUA).

Plants shall not be permitted to grow over the sides of the patio, which may cause interference with lawn mowing and ground maintenance.

No lawn ornaments, signs, or seasonal decorations are allowed on or in all bark mulch, lawn areas or walkways and driveways of each unit.

A maximum of one (1) current standard U.S. Flag, no greater than 3' x 5' may be displayed. All Units with porches will attach the flag and hardware to the column closest to the front door, or beside the garage doors.

NO OTHER FLAGS ARE PERMITTED. Flags should be removed at night unless lit. Flags cannot be attached to the vinyl siding.

MAGNOLIA

A maximum amount of 4 standing plants is allowed. No hanging plants are allowed.

A maximum of one (1) standard US flag, no greater than 3'x 5', may be displayed on Magnolia balconies in flag stand only.

II. Use of Common Areas and Facilities

There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Trustees except as expressly provided herein or in the Bylaw's.

Exclusive Use Areas (EUA) are considered part of the Common Use Area.

No ads for commercial or professional services will be accepted nor are they allowed to be left in any Association building (i.e., mailrooms).

The grounds of the Common Areas are for the use and enjoyment of all residents of the Condominium. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the Common Areas without prior Trustee approval.

There shall be no use which changes the Common Area, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of the Condominium.

Smoking is not allowed in the Club House, hallways or the Magnolia garage.

No trailer, boat or Recreational Vehicle (RV) shall be stored on Emerald Court property. These items will be removed at the owner's expense. Parking for a visiting RV will be allowed for 24 hours, in the designated visitors' parking area across from Villa Units 76-81.

No tent, shack or barn shall be erected at any time on an Exclusive Use Area (EUA) or in the Common Areas.

Riding or parking of any pedal-powered or motorized vehicle, including automobiles, on the lawns and sidewalks of the Condominium is strictly prohibited, with the exception of handicap equipment.

If damage occurs to Common Area while moving in/out or while a delivery is being made, the Unit owner will be responsible for the cost of such repairs if such repairs are warranted.

MAGNOLIA

No permanent or temporary storage containers or shelving may be installed, erected, stored, or maintained in or adjacent to a parking space.

III. Actions of Owners and Occupants

No noxious or offensive activity shall be carried on or upon any Common Areas, Limited Common Areas, EUAs, or in any Unit.

No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

Only the Management Company and Fire Department may retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock, deadbolt or knocker on any door of a Unit without the written consent of the Trustees. The new key must match the Master Key.

When entering or leaving the building, do not let anyone into the building unless you know them or they can show that they have a "FOB" of their own to get into the building.

Security doors leading to Magnolia units and the Clubhouse must be closed and locked at all times.

If you have given a FOB to anyone, other than a resident, it must be registered with the Management Company.

No yard sales, flea markets, fundraisers or similar activities shall be conducted in a Unit or on Common Area without the prior written approval of the Board of Trustees.

Any action causing damage to Emerald Court property is not permitted. In addition to a fine, charges for repairs will be billed to your Unit.

Objects of any kind are not to be thrown against buildings.

Owners are responsible for their actions and the actions of their guests and tenants. They are also responsible for all fines incurred against their unit whether incurred by themselves, their guests or their tenants.

Interference with contractors employed by the Trustees is prohibited. If a problem arises, please notify the Management Company.

MAGNOLIA

Children are not allowed to use the garage for a playground.

IV. Trash

All cans and bottles must be rinsed and cleaned to eliminate odors. Plastic trash bags should be placed in the regular trash containers provided and not in the recycle bins.

For disposal of large items such as furniture, mattresses, TV's or appliances, call the Management Company to arrange for a pick-up. Do not leave in the trash room or the dumpsters. The individual will be responsible for any collection fees to dispose of these items.

Trash is not to be stored on the patios, decks, balconies, Common Areas, or EUAs.

VILLAS

All trash shall be placed in a lidded container at curbside or other suitable place as approved by the Trustees on the designated trash pick-up day.

Residents will put out trash containers no earlier than 6:00 pm on the day prior to trash pickup.

Residents must retrieve and store their containers by 10:00 pm of the day of pick up. Containers and lids must be clearly marked with unit number.

No plastic trash bags are to be placed at curbside.

MAGNOLIA

All trash **MUST** be put into dumpsters, not left around or on top of the dumpsters. Please throw to back of dumpsters to maximize usage.

No plastic bags are to be put in the recycle bins.

V. Motor Vehicles

The speed limit on Emerald Court Condominium Association owned roads is 15 miles per hour.

There will be no overnight, on-street parking. All Units Owners shall park in the garages, Unit driveways, and/or parking lot.

Unregistered motor vehicles including ATV's, Mopeds, Mini-Bikes, Snowmobiles and Motorized Scooters may not be operated on roadways or Common Areas.

Only legally registered, inspected and insured vehicles are permitted on Emerald Court property, Common Areas and Exclusive Use Areas (EUAs).

When two (2) inches or more of snow is forecasted, **NO** on-street parking is permitted. Vehicles are not to be left on blocks, jack stands or other apparatus.

Vehicle parts, regardless of size, shall not be left anywhere in Common Areas or EUAs.

All motor vehicle repairs on Common Areas or EUAs are prohibited, except for battery change, jump- start, tire change, wiper blade replacement, or adding windshield washer fluid.

Illegally parked vehicles will be towed at the owner's expense.

Residents may not keep commercial vehicles on the premises. A waiver may be obtained only with written permission from the Board of Trustees.

Any car leaking fluids of any kind on EUA, Common Area and Magnolia garage, should be moved out of the area and fixed immediately. The owner will be charged for the cleanup.

If a car continues to leak on the Common Area, the owner will be fined and charged for cleanup and the vehicle will be subject to towing at the owner's expense.

Driving or parking on lawns, mulch, berms, or curbs is not permitted. Owners will be fined for violations and charged for repairs.

Parked cars must not block sidewalks, impede pedestrians or vehicular traffic.

Parking at the mailroom is limited to 10 minutes.

Parking under the Portico is prohibited at any time for any reason.

MAGNOLIA

Residents are required to move their vehicle(s) from the outside parking lots during snow removal as directed by the Management Company.

Outside parking spaces may not be used for long-term storage of motor vehicles, except in designated areas across from Villa Units #76-81. The Board of Trustees requires contact and vehicle information for all long-term outside parking.

Washing of cars is NOT ALLOWED.

Owners must use their remote when entering and leaving the building garage. Owners cannot piggyback on another owner's remote opening as there is not enough time for two cars to pass in or out of the building.

A parking space may not be used to store any personal property other than one motorized vehicle and one non-motorized vehicle.

Parking spaces may not be rented or leased to non-residents.

VI. Club House Regulations

The clubhouse located in The Magnolia at Emerald Court is for the use of homeowners only. Our Clubhouse is not a function hall; therefore, not a rental. Residents must reserve use of the Clubhouse through the Clubhouse Committee. Private gatherings of residents are allowed, however, they cannot have exclusive use of the Clubhouse.

Clubhouse activities are confined to the interior of the Clubhouse. Furniture is not to be removed from the building. If furniture is moved, it must be put back to its original location. The homeowner hosting the event shall be responsible for damages to the Clubhouse, its contents or misplacement of property during the event.

When an owner(s) schedules the Clubhouse for an event, the unit owner(s) must remove all trash and vacuum the area, leaving the clubhouse in clean and orderly condition. If the clubhouse is not properly cleaned then the responsible resident will be charged for the cleaning.

The Clubhouse seating capacity is sixty people.

Clubhouse activities must end by 10:00 PM

Security doors leading to all Magnolia units and the Clubhouse must be closed at all times. Children must be accompanied by an adult at all times in Clubhouse.

The Exercise Room is available only for use by residents of Emerald Court. Prior to using the exercise room, all users must have completed a waiver form, which must be on file with the management company. Please shut off all electrical items when leaving the room.

VII. Pets

MAGNOLIA

No animals or reptiles of any kind shall be raised, bred or kept in the Common Areas or within a Unit by owners or visitors. No visitor animals are allowed, the unit owner will be fined.

VILLAS

No animals or reptiles of any kind shall be raised, bred, or kept in the Common Areas, or within a Unit, other than a single house cat or a single dog less than 35 pounds per Unit, except as otherwise specifically permitted by statute or with the consent of the trustees, and even such permitted or approved pet may only be kept so long as such pet creates no nuisance or disturbance.

The Unit Owner housing any permitted dog shall be responsible for insuring their dog is leashed or carried on the Common Areas or EUAs, and for the immediate removal and proper disposal of all dog waste from the Common Areas and EUAs.

Any consent issued by the Trustees may be revoked at any time or conditioned in any manner by the Trustees, and the Trustees shall have the right to cause removal of any approved or permitted pet causing a nuisance or disturbance.

The owner of a pet assumes full liability for all damage to all persons or property caused by such pet. Pets may not be confined to the Common Areas by chains, anchors, ropes or the like.

Unit owners are liable for damage caused by animals owned by their guests. They are also responsible for immediate removal and proper disposal of guest pet waste.

VIII. Rules For The Grill At The Magnolia

The grill is to be used by the Magnolia residents only.

The hours of operation for grilling will be from 11:00 AM to 8:00 PM.

First come, first serve.

The fire must be monitored and controlled at all times.

NEVER LEAVE THE GRILL UNATTENDED.

Remove all trash to your unit. There will be no trash barrels provided at the grill.

No trash is to be disposed of in the Clubhouse.

Leave grill "ready-for-use" for the next person.

Clean the grill

Shut off the grill AND shut off the Gas valve behind the grill.

If you notice any damage to the grill, or malfunction of the grill, immediately notify the Management Company.

These rules will be posted at the grill.

Be respectful of your neighbors that live near the grill.

IX. General Information and Guidelines

Alarms have been installed in the Magnolia for your safety and by code. Whenever you hear the general alarm sounding, you must evacuate the building immediately. Do not use the elevator.

Smoke detectors and carbon monoxide detectors have been installed in the units and will alarm in your unit only. The detectors are hard wired with battery back-ups. Maintenance of these detectors is the responsibility of the individual unit owner. Batteries should be replaced annually.

Adults are responsible for the proper supervision of children when playing outside of their individual units.

Do not dispose of cigarettes or other flammable materials outside. Please use proper receptacles.

Posting Notices: The Association provides three Bulletin Boards in the lobby of the Magnolia as well as the Villa Mail Room. One bulletin board is for official notifications to the residents and is locked. The other bulletin boards are for items of community interest.

Solicitation or posting of notices is prohibited anywhere on Emerald Court property.

After snow/ice has been removed from the streets and sidewalks, residents are prohibited from subsequently throwing snow and ice onto the street and/or sidewalks.

Broken glass or spilled trash is to be cleaned up immediately.

MAGNOLIA

Be considerate of your neighbors in regard to times of use for washing machine, dryer, dishwasher, etc.

Shut water lever off when washing machines are not in use.

When watering plants, please be aware of your neighbors below and do not allow any water to drip down through the deck.

Utility/Furnace room baseboard electric heater has been provided to keep pipes from freezing.

The temperature knob should be adjusted $\frac{1}{4}$ - $\frac{1}{2}$ turn to maintain approximately 50-55 degrees F during winter months.

X. Administration

Management Company is to provide new owners and renters with Condo Documents and Rules. Complaints must be submitted in writing to the Management Company and a copy to the Board of Trustees with the following information: your name, phone number, unit number, the nature of the complaint, date and time of violation, and unit number where violation occurred. The source of complaints will be kept confidential (except as legal action may require).

a. Attorney's Fees and Costs

Any unit owner or resident who violates the Rules and Regulations (as may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws or Master Deed, as may be amended from time to time or is responsible for any such violation, shall pay all costs and expenses incurred by the Trust, including reasonable attorney's fees, in connection with the enforcement of the rules and Regulations, Declaration of Trust, By-Laws and Master Deed.

Any resident aggrieved by any fine or penalty imposed by the Trustees shall have the right to a hearing before

the Board of Trustees, providing however, that said resident requests a hearing in writing within 10 days of the Trustee act or action which forms the basis of the resident's grievance. Said hearing shall be held within 14 days of receipt of the written request for hearing and shall be conducted in closed session, unless the resident requests in writing that the hearing to be open to all residents.

Upon receipt of a written complaint and/or evidence of violation of the rules and regulations, the Management Company will take the following action:

Issuance of a notification of warning or fine to:

The unit owner who has allegedly violated a rule or regulation; or the unit owner whose tenant and/or guest has allegedly violated a rule or regulation and the tenant involved, if any.

The notification of fine and/or letter of warning will state the nature of the violation and provide information on how the unit owner may respond if he/she chooses to contest the complaint. A blind copy of the letter of warning may be sent to the person initiating the complaint. The Management Company will maintain confidentiality.

b. Fines

The Trustees shall give notice to any Owner of a violation of any rule or regulation prior to fining said Owner. No fine may be levied for more than \$15.00 for each of the first 30 days of one violation, \$25.00 for each of the second 30 days of any one violation, and \$50.00 for each day that said violation continues thereafter. Such fine shall accumulate daily until the violation ceases.

Collection of fines may be enforced against the Owner or Owners involved as if the fines were Common Expenses owed by the particular Owner or Owners.

The Owner is responsible for notifying the Management Company when the violation has been rectified.

All fines are payable to: Emerald Court Condominium Trust

The Trustees will, in the event of continuing violation of these Rules and Regulations, take appropriate legal action to collect these fines and recover any damages.

You have the right to appeal, however, if the appeal is denied, all of the incurred fines will be retroactive from the effective date of fine.

The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities. SEVERABILITY – If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

XI. EXECUTION OF RULES AND REGULATIONS

Emerald Court Condominium Board of Trustees Approval of the Emerald Court Rules and Regulations

By: *Ray Adams*
Trustee (Chairman)

By: *Donald Ugolini*
Trustee (Secretary)

By: *Joseph F. Reardon*
Trustee (Treasurer)

By: *James J. Thomas*
Trustee (At Large)

By: *Mary Miano*
Trustee (At Large)

By: *Peter McCoy*
Trustee (At Large)

By: *Frank McGuire*
Trustee (At Large)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, s.s.

May 5, 2017

On this 5th of day May 2017, before me, the undersigned notary public personally appeared; Ray Adams, Peter McCoy, Joseph Reardon, Mary Miano, James Thomas, Donald Ugolini, and Frank McGuire and proved to me through satisfactory evidence of identification, being (check whichever applies): ___ Driver's License or other state or federal government document bearing a photographic image, ___ oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Cheryl Gosselin
Cheryl Gosselin, Notary Public
My commission expires: 1-20-2023

