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HERITAGE PARK ESTATES CONDOMINIUM TRUST
WHITINSVILLE, MASSACHUSETTS
RULES AND REGULATIONS

(Revised July 25, 1991)

(Revised March 17, 1999)

(Revised July 19, 2000)

(Revised June 16, 2004)

(Revised 2016)

(Revised June 27, 2018)

These rules and regulations supersede the rules and regulations of Heritage Park Estates Condominium Trust adopted on January 18, 1985, and recorded with Worcester District Registry of Deeds in Deed Book 8533, Page 340 (the "Declaration of Trust") (as amended of record), as an addendum to the Heritage Park Estates Condominium Trust Declaration of Trust recorded with Worcester District Registry of Deeds in Deed Book 8533, Page 340. Capitalized words not defined herein shall have the meaning set forth in the Heritage Park Estates Condominium Master Deed recorded with Worcester District Registry of Deeds in Deed Book 8533, Page 320 (the "Master Deed") (as amended of record) and in the Declaration of Trust.

1. No unit owner shall cause the obstruction of Common Area and Facilities except as the Trustees may in specific instances permit.
2. No baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in the hallways, stairwells or other Common Area of the buildings or grounds, including parking areas, sidewalks, lawns and under decks, unless specifically designated by the Trustees.
3. No unit owner or resident shall abuse or misuse any mechanical, plumbing, electrical or other building service system or fire protection device of the Condominium. In the event of such abuse or misuse, the Trustees may charge the responsible unit owner for any damage so caused.
4. The parking spaces are intended to be used solely for the parking of

Property Address: Heritage Drive, Northbridge, Massachusetts

automobiles. Without prior express written consent of the Trustees, no bus, van, trailer, recreational vehicle, commercial vehicle or boat may be parked in any parking space. No more than two (2) motor vehicles per unit may be parked on the Condominium premises, and such motor vehicles must be parked in deeded spaces. Any motorcycle will be considered the same as an automobile and must be parked in an assigned parking space, provided suitable provisions have been made to prevent damage to the asphalt. Overnight parking shall not be permitted in any unauthorized parking space. Parking spaces designated as visitor spaces shall be limited to short term guests of residents.

5. No automobile may be stored in any parking space without the prior express written consent of the Trustees. In the event such permission is granted, such vehicles shall be maintained in good order and kept clean at all times. Any such permission shall be limited to registered motor vehicles.
6. All vehicles parked on the Condominium premises shall be at the sole risk of the person so parking, and the Trustees shall not be liable for any loss, destruction, theft or damage to such vehicles.
7. All unit owners, residents and guests shall observe and abide by all the parking and traffic regulations as posted by the Trustees or by municipal authorities. Vehicles parked in violation of such posted regulations may be towed at the violator's sole risk and expense.
8. No resident, nor their family, guests, servants, employees, agents, licensees, invitees or pets shall make or permit any disturbing noises, nor do or permit anything by such persons or pets that will interfere with the rights, comfort, quiet enjoyment or convenience of other residents. The volume of television sets, radios, sound systems, musical instruments and the like shall be reduced between the hours of 11:00 p.m. and 8:00 a.m. and shall at all times be kept at a level which will not annoy the residents of neighboring or nearby units. In the midrise units, vacuuming is permitted only between the hours of 8:00 a.m. to 8:00 p.m., and laundry is permitted only between the hours of 8:00 a.m. to 11:00 p.m.
9. No obnoxious or offensive activity shall be carried on in a unit, or in the Common Area and Facilities, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to other unit owners or occupants. Smoking within any part of the interior Common Area of the Midrise Homes (including but not necessarily limited to the hallways and stairwells) is prohibited. Smoking is prohibited within the exterior Common Area, or within the exterior of any Limited Common Area (including but not necessarily limited to any deck), that for any reason, (including but not necessarily limited to the

proximity of such smoking to any unit), causes a nuisance to any other unit owner or occupant, or that substantially interferes with the quiet enjoyment of any unit. Smoking within any Unit that causes a nuisance to any other unit owner or occupant, or that substantially interferes with the quiet enjoyment of any unit is prohibited. "Smoking" includes the carrying, burning, or otherwise handling or controlling of any lit or smoldering product containing tobacco or other substance intended to be consumed or inhaled, including but not limited to cigarettes, cigars or pipes. Any unit owner, resident, or any of their family, guests, servants, employees, agents, licensees, or invitees found in violation of the forgoing prohibition shall, upon notice of such violation from the Trustees, promptly undertake any and all measures necessary to eliminate or mitigate the transmission of smoke from their unit to any other unit or to the Common Area and Facilities, including but not limited to: sealing openings in walls; applying weather-stripping to doors; and use of smokeless ashtrays, ionizing machines, or other available technology. Any unit owner who has been so notified by the Trustees and who fails to eliminate or mitigate the transmission of smoke from their unit to any other unit or to the Common Area and Facilities shall be subject to fines imposed by the Trustees pursuant to these rules and regulations.

10. No unit owner shall do or permit or suffer anything to be done in a unit or building which will interfere with the rights, privileges and conveniences of any other occupant, which will conflict with the provisions of any insurance policy covering the building or any part thereof, or which will violate any law, ordinance or rule or regulation of any governmental authority.
11. No unit owner shall mark, paint, drill or any way deface any part of any building or any part of the Common Area and Facilities or otherwise cause any change to be made to the exterior of any unit or building.
12. The sidewalks and roadways and general area of the Common Area shall not be obstructed, encumbered or used by any unit owner or their family, guests, servants, employees, agents, licensees or invitees for any other purpose than that of ingress or egress to and from a unit. Canvassing, soliciting or peddling by any commercial or for-profit enterprise in the buildings is prohibited, and each unit owner shall cooperate to prevent such activity.
13. All unit owner complaints relating to a unit or a building or the services thereof or the conduct of other unit owners or occupants shall be first promptly reported to a representative of Heritage Park Estates Condominium Trust. Complaints by tenants must also be reported to the unit's owner.
14. No signs, signals or illuminations shall be inscribed or imposed on or

exposed at or from any window, wall or other part of any building, except that the names of the occupants of the units may be placed on a building directory by and at the expense of the Heritage Park Estates Condominium. Lighting appropriate to a religious season is permitted.

15. All waste, rubbish and refuse shall be kept in proper receptacles in each unit ready for collection by a collection service, and nothing shall be thrown or swept into or upon any passageway, stairway, balcony or other part of any building, or into any toilet or sink, or out of any window or door. No cigarettes, dust, dirt or other matter shall be swept from balconies. No unit owner shall cause or permit any offensive or objectionable odors to be produced on or to emanate from a unit.
16. In addition to the provisions regarding purposes and restrictions on use set forth in the Master Deed, no use shall be made of any unit or Common Area which is inconsistent with or violates any provision of the Zoning By-laws of the Town of Northbridge.
17. The Heritage Park Estates Condominium Trust shall not be responsible to any unit owner for the violation or non-observance of these rules and regulations, as may be amended from time to time, provided that the Trust uses reasonable efforts to enforce the same.
18. All windows and doors in the Common Area of the midrise buildings shall be kept closed at all times.
19. No bicycle riding is permitted except in the roadways. Bicycle riding is specifically prohibited upon any lawn, landscaped area, footpath, or hallway.
20. Window air conditioners that protrude beyond the exterior building façade are strictly prohibited. Window air conditioners that are flush with, or do not protrude beyond the exterior building façade are permitted provided they are removed seasonally by the unit owner.
21. Only those certain specific types, styles and manufacturers of screen doors, storm doors, exterior house number, and interior house numbers approved by the Trustees shall be permitted to be installed or placed upon any unit or building.
22. Balconies, patios, and decks shall only be used for their usual and customary purpose and shall not be used for storage of any kind or duration, drying clothes, clothes lines, clothes drying racks or the like, radio or television antennas, birdfeeders, awnings or shades. Window boxes may not be hung from the outside of any balcony railing. The use or storage of gas grills is prohibited on covered decks.

23. Rules and Regulations – Midrise Homes

- a. Grilling or barbecuing of any kind is strictly prohibited on balconies or patios in the midrise units. Residents of midrise units may use a grill on the Common Area provided that the grill is not less than ten (10) feet from any building during such use.
- b. The water line to the hot water in all midrise units must be equipped with an automatic water shut off device.

24. Any violation of these rules and regulations shall be punished by the assessment of fines by the Trustees. Each day that a violation continues after notice of such violation shall constitute a separate offense. Fines shall be assessed as follows:

First offense:	\$ 25.00
Second offense:	\$ 50.00
Third offense:	\$ 75.00
Fourth and subsequent offense:	\$125.00

Fines not paid within 30 days shall be added to condominium fees and collected accordingly.

25. Rules and regulations for use of grounds.

- a. Individuals are prohibited from standing, sitting, or placing personal property on the capstones on the dam at the easterly end of the pond.
- b. Individuals are prohibited from entering the drainpipes and culverts serving the pond, or the brook leaving the pond.

26. Antenna Restrictions

a. Definitions

- i) “Reception Antenna” means an antenna, satellite dish, or other structure used to receive video-programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the reception antenna or similar structure is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission (“FCC”) standards for radio frequency radiation. Structures

dissimilar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, and appearance to Reception Antennas.

- ii) "Transmission Antenna" means an antenna, satellite dish, or structure used to transmit radio, television, cellular, or other electronic signals, other than Reception Antennas.

b.

- i) No resident shall install a Reception Antenna on any building or on any part of the Common Area and Facilities unless the area is a limited common element or exclusive use area granted pursuant to the provisions of the Master Deed.
- ii) A Reception Antenna which encroaches upon the air space of any another unit, upon limited Common Area, or upon Common Area violates this rule.
- iii) Tenants must obtain the written permission of the unit owner, and provide evidence of such permission to the Trustees, prior to installing a Reception Antenna on any limited Common Area within the unit owner's exclusive use or control.

c. Any Reception Antenna installed in a limited Common Area shall be subject to the following:

- i) Reception Antenna shall be no larger than necessary for the reception of an acceptable quality signal; provided that under no circumstances shall a Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.
- ii) All masts, supports, and other structures greater than twelve feet in height shall not be erected or installed without the prior written consent of the Trustees. The unit owner must submit an application to erect or install any such structure which shall include detailed drawings of the proposed structure, the proposed method of anchoring the structure to the ground or building, and such other information as the Trustees may, in their discretion, require.
- iii) Reception Antennas must be placed in areas that are not visible from any other unit to the extent possible; provided that nothing in this rule shall require that a Reception Antenna be placed in a location that precludes reception of an acceptable quality signal unless no acceptable reception is available in any exclusive use area. No antenna may be installed on any roof, lawn, or other Common Area.

Residents must first attempt to install the antennas within their unit. If an acceptable signal is not possible within such unit, residents must then attempt to install the antenna on the balcony or patio (but not railing) of their unit. If an acceptable signal is not possible in either the balcony or patio, then prior to installing an antenna on any other exclusive use area, if any, the resident shall first provide the Trustees written certification, signed under the pains and penalties of perjury by a qualified antenna installer, that an acceptable quality signal cannot be received within the unit or on the balcony or patio. All wiring to the antenna must be through the glass of the window or sliding glass door nearest the antenna. No wiring serving the antenna shall be installed or located within the Common Area.

- iv) To permit safe and efficient evacuation of all units and access thereto in case of emergency, no Reception Antenna or similar structure may be placed in areas where it blocks or impedes access to any fire exit, walkway, ingress or egress from a unit or other area, fire lane, fire hose, fire extinguisher, safety equipment, electrical panel, or other area necessary for the safe operation of the Condominium
- v) To prevent injury or damage to person or property from contact between antenna wiring and power lines, no Reception Antenna or similar structure may be placed within two (2) feet of any electric power line, and in no event may such antenna or structure be placed within an area where it may come in contact with any electric power line.
- vi) Any Reception Antenna allowed to be installed on the outside of any building must be painted to match the building, or be compatible with the color of the building as the Trustees may so require. The Trustees may, in their sole discretion, impose such conditions as they deem necessary, including but not limited to screening or plants to shield any Reception Antenna from view.
- vii) Any resident installing, maintaining, or using a Reception Antenna is responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damage to any Common Area, building, the unit served by such antenna, any other unit, or any other property caused by the installation, maintenance, or use of any Reception Antenna; (c) medical expenses incurred by persons injured by installation, maintenance, or use of any Reception Antenna; or (d) reimburse residents or the

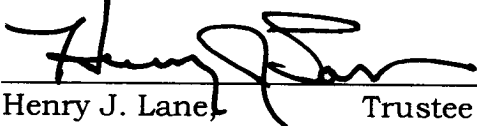
Trust for damages caused by the installation, maintenance, or use of any Reception Antenna. Evidence of insurance of the installer in type and coverage amounts satisfactory to the Trustees shall be provided to the Trustees prior to the commencement of work, and such insurance shall name the Condominium Association as additional insured.

- viii) Any permitted Reception Antenna shall be securely attached to the building or ground by guy wires or other means satisfactory to the Trustees. No guy wire or the like may be attached to any Common Area and Facilities.
 - ix) Residents shall not permit a Reception Antenna to fall into disrepair or to become a safety hazard.
 - x) No resident may install more than one (1) antenna or more than one (1) satellite dish.
- d. Process and Procedure
- i) In the event of a violation of these rules, the Trustees may bring an action for declaratory relief with the FCC or any court having jurisdiction over the matter. To the extent permitted by the FCC, the Trustees shall be entitled to collect any and all fines, reasonable attorney's fees, costs and expenses. Nothing in these rules and regulations shall prevent the Trustees from seeking injunctive relief to enforce these rules and regulations.
- e. Transmission Antennas are prohibited.
- f. At least five (5) days prior to the commencement of any installation, the resident shall provide the Trustees a copy of a Notification Form in a form prescribed by the Trustees. All work must be performed by licensed contractors pursuant to detailed plans and specifications approved by the Trustees prior to commencing installation.
- g. The resident is responsible for the cost and expense of immediate removal of any antenna which must be removed to repair, paint, or maintain any building or Common Area.
- h. If any of these rules or regulations are determined to be invalid, the remainder of these rules and regulations shall remain in full force and effect.
27. No dogs, birds, pets or other animals of any kind shall be kept in or upon any unit. Notwithstanding the foregoing, the Trustees may grant permission to a unit owner to keep a certain dog, bird, pet, or other animal as an accommodation to a unit owner, in accordance with applicable law, and upon receipt of a unit owner's written request


submitted to the Trustees and acted upon by the Trustees in accordance with policies and procedures adopted by the Trustees from time to time. Any such permission may be subject to applicable law, regulations, and reasonable conditions or limitations as the Trustees may, in their discretion, deem necessary to ensure that the keeping of such dog, bird, pet, or other animal does not pose an undue financial or administrative burden on the Trustees or unit owners, a direct threat to the health or safety of the unit owners or their invitees, or a direct threat of substantial physical damage to the Common Area and Facilities or property of others.

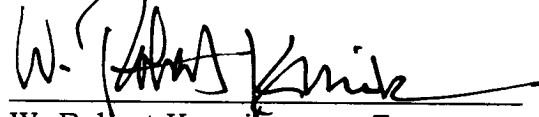
28. The Heritage Park Estates Condominium Trust reserves the right to make other and further reasonable rules and regulations, as in its judgment may from time to time be necessary or desirable for the safety, care and cleanliness of any building and the preservation of good order therein, and the efficient, economical operation thereof.


Witness our hands and seals as Trustees of Heritage Park Estates Condominium Trust under a Declaration of Trust dated January 18, 1985, and recorded with Worcester District Registry of Deeds in Deed Book 8533, Page 340.


Henry J. Lane, Trustee


Thomas J. Melia, Trustee


Robert L. Alix, Trustee


W. Robert Knapik, Trustee

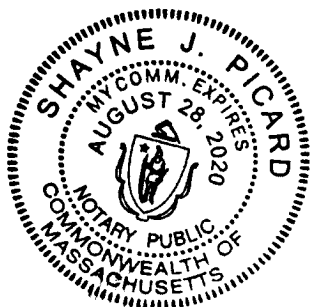

Steven Benton, Trustee

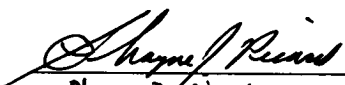
Commonwealth of Massachusetts

Worcester, ss.

June 27, 2018

Then personally appeared the above named Henry J. Lane and acknowledged the foregoing instrument to be his free act and deed, as trustee, before me,




Shayne J. Picard, Notary Public
My commission expires: 8/28/2020

ATTEST: WORC. Anthony J. Vigliotti, Register