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**WINDING BROOK CONDOMINIUM  
ASSOCIATION**

**RULES AND REGULATIONS**

## 1. PET RULES

- 1.1 No pet shall be kept in the Condominium unless specific written approval of a majority of the Board of Trustees is obtained. The only exception is for those who have pets prior to the date of this notice.
- 1.2 No pet is allowed in or on the Common Property unless it is on a leash with a responsible person within visible sight attached to the end of it. The leash is to be no longer than thirteen (13) feet in length. Dracut has imposed a town leash law.
- 1.3 No pet is to be tied to the Common Property.
- 1.4 Pets shall not be curbed on the grassy areas in front of or behind building numbers 64, 74, 84, 94, 105, 115, 124 or on the roadways throughout the property.
- 1.5 Any defecation by a pet on the Common Property shall be **immediately disposed of** in a safe and sanitary manner.
- 1.6 Any damage caused by a pet shall be repaired by the Association to its satisfaction and the Unit Owner shall be assessed the cost of the repair.
- 1.7 Any continued violation caused by the pet shall be cause for the pet's permanent removal from the Winding Brook Estates' complex.
- 1.8 All dogs shall have a current license as required by the Town of Dracut.
- 1.9 All dogs shall have certificates of rabies and distemper vaccination as required by the Town of Dracut.

The Board of Trustees may revoke the permission granted to keep a pet at any time and the pet shall be removed from the premises within ten (10) days of such revocation. In addition, failure to comply with the order to remove the pet will result in sanctions imposed in accordance with the Rules and Regulations Enforcement Procedures, Section 8, Rule 9.5.

The minimum assessment penalty for violation of pet rules, first offense, is \$25.00 plus costs. Each additional violation of the same occurrence can double the previous assessment penalty.

## **2. PARKING (Amendment#002, June, 2006)**

- 2.1 Only private, passenger type vehicles with a current state license plate, inspection sticker and WBC parking sticker properly affixed to the rear window are permitted to be parked within the confines of the Condominium. Each unit is entitled to have two vehicles parked on the Property. Each unit is deeded **one garage** and the use of **one exterior parking space**. Townhouses, which have garages blocked off and are being utilized as additional living space are allowed **only one exterior parking space**.

Any vehicle that does not run, cannot be driven or any vehicle which is either partially or totally disassembled as a result of the removal of tires, wheels, engine or other essential parts is not permitted to park on the property.

- 2.2 Each unit will be assigned two parking permit stickers numbered identically. One sticker is for the **garaged** vehicle and one for the **exterior** vehicle. **All stickers must be permanently affixed in the lower left hand corner (driver's side) of the rear window**. Vans with split rear windows should have stickers placed in the lower left corner of the **left rear window**. Pick-up trucks with caps over the bed should have stickers placed in the lower left corner of the rear window of the **cap**. Pick-up trucks with toneau covers should have stickers placed in the lower left corner of the **rear window**.
- 2.3 Vehicles found outside with identical permit numbers will result in the towing of one of the vehicles in conjunction with Article 2.1 above. The vehicle will be towed off the premises at the **owner's expense** and a **\$100 violation fee** will be levied against the unit owner.
- 2.4 Vehicles found outside without any sticker(s) beyond two consecutive days is a direct violation of Article 2.1 and is subject to be towed and fined per Article 2.3.
- 2.5 Visitors are permitted to park in exterior spaces for two consecutive nights. Beyond this length of time it is the responsibility of the Resident to request a Visitor Parking Permit from the management company. The Visitor Parking permit will contain the resident's parking permit number accompanied by a dated term, i.e. John and Mary Jones, Permit #1000, February 5 through February 10, 2006. Should your visitors extend their stay beyond the dated term, the resident must contact the management company for an extension.
- 2.6 Commercial vehicles\*, trailers (specifically but not limited to, motorcycle, automobile, truck, utility and snowmobile), or any other vehicle requiring a trailer hitch for mobility, boats or similar recreational vehicles are not permitted to be parked or stored within the Condominium exterior parking area. Repairing of automobiles, motorcycles or other vehicles is not permitted on the Common Areas. Such repairs are limited to the Unit Owner's Garage.

**\*Definition of Commercial Vehicles:**

- A. **Oversized Vehicles:** Any vehicle which, because of its irregular height, length, shape or width that does not fit within the confines of a single parking space. An oversized vehicle shall be construed as a vehicle which exceeds any one of the following specifications:
  - 1. **Greater than twenty-three feet (23') in length, measured bumper to bumper.**
  - 2. **Greater than eight feet (8") one inch (1") in width.**
  - 3. **Greater than seven feet (7') high.**
  - 4. **Greater than seven thousand (7,000) pounds gross dry weight.**
  - 5. **Greater than two (2) axles total.**
  - 6. **Greater than four (4) wheels except when considering a dual rear wheel pick-up truck which meets all other requirements of length, width, height and number of axles.**
  
- B. **Rules Specifically Pertaining to Pick-up Trucks and Vans**
  - 1. Pick-up trucks may have a cap mounted on the bed so long as the cap does not exceed the height of the pick-up cab.
  - 2. No items may protrude beyond the horizontal plane of the bed sides or the vertical plane of the bed sides.
  - 3. Pick-up trucks or typical work type vans, not exceeding two axles and meeting all other requirements for length, width and height may have ladders or other items affixed to a commercially acceptable roof rack on a van or pipe racks on a pick-up truck as long as the items do not protrude beyond the vertical plane of the front and rear bumpers. Pick-up trucks may have a tool box mounted on the bed as long as it does not protrude beyond the vertical plane of the bed sides and not more than ten inches (10") above the horizontal plane of the bed sides. At no time shall anything be allowed to protrude beyond the vertical plane of the front and rear bumpers of any vehicle.
  
- C. **Buses:** Such vehicles include, but are not limited to, school buses, van type buses and public transportation buses. Any vehicle with a license plate indicating school bus, bus, pupil and blue plates will not be permitted to park within the confines of the property.

- D. **Public Utility Vehicles:** Such vehicles include, but are not limited to, National Grid/Massachusetts Electric, Key Span, Verizon and Comcast. Said vehicles are not permitted to park within the confines of the property unless said vehicles are on the property to perform a repair or installation.
  - E. **Commercial Emergency Vehicle Exclusion:** Any State or Local Police vehicles or any County Sheriff's Department vehicles may be parked on the premises as long as the driver/owner of said vehicle complies with all existing parking rules and regulations.
- 2.7 There will be no parking on the lawn, in front of fire hydrants, walkways or in front of garage doors. Exception: Building 74, Unit #'s 1 through 4 and Buildings 105 and 115 must park in front of their garage door.
- 2.8 Motorcycles must be parked with a block of wood or other such item under the kickstand so as not to cause holes in the pavement.
- 2.9 During the winter months Unit Owners, guests, invitees, and tenants shall be responsible for moving their respective vehicles as defined below\* for snow plowing purposes. **ANY VEHICLE THAT IS NOT MOVED SHALL BE TOWED OFF THE PREMISES AT THE OWNER'S EXPENSE AND A \$100 FINE WILL BE LEVIED AGAINST THE OWNER.** Parking on the grass is prohibited and automobiles in violation of this rule will be towed and fined.

\*In anticipation of or during a snowstorm, automobiles **must remain parked in the lined parking spaces**. When the storm is over and the fronts of the buildings and garages have been plowed and shoveled, **vehicles must be immediately moved from the lined parking spaces to the front of the Unit Owner's garage.**

**Be sure to remove the snow from your vehicle while in the lined parking space before moving it to the front of your garage.**

*Note: The Board of Trustees reserves the right to tow vehicles off the property at the Unit Owner's expense when deemed necessary. If a request is made to move a vehicle to facilitate snow removal or other road maintenance and the request is ignored, this will be considered an infraction of the Rules and Regulations, resulting in a fine and the towing of the vehicle.*

There will be a **minimum \$100 assessment penalty** for a violation pertaining to any of the above. Additional assessments may be levied when deemed necessary.

### **3. ORIENTATION (UNIT SALE OR LEASE)**

- 3.1 Prior to the sale of a unit, the Unit Owner should obtain a 6(d) Certificate from the Management Company. Seven (7) days notice is required to have the 6(d) Certificate prepared. Should there be any outstanding balance, the balance must be

- paid via money order or certified check otherwise it will become the obligation of the new owner and should be referenced in the closing documents.
- 3.2 Prior to the closing, the Seller of a unit must notify the Managing Agent of the Buyer(s)' full name, address, telephone number and mortgagee; the Seller must transfer his/her copy of the Condominium By Laws, amendments (if any) and policy resolutions to the Buyer.
  - 3.3 If the new owner(s) will not be utilizing the unit as a residence, but intend to lease the unit instead, they must, within fifteen (15) days of the tenancy, notify the Managing Agent of the name(s), phone number and number of occupants of the rental unit.
  - 3.4 All owners of rental units must provide the Board of Trustees and/or the Managing agent with the name(s) of their tenant(s) each time they lease the unit.
  - 3.5 The Board of Trustees requires a copy of the rental lease.
  - 3.6 It is recommended that the Unit Owner or Tenant carry homeowner's/tenant's insurance for their own benefit insuring their carpeting, floor coverings, furniture, furnishings and other personal property located within their respective unit or its appurtenance and for such as may not be covered by the Condominium Master Policy.

#### **4. STORAGE**

- 4.1 The only articles which may be stored on any patio or balcony are plants, gas cooking grills and lawn furniture. **CHARCOAL GRILLS ARE PROHIBITED.**
- 4.2 Bicycles, children's swimming pools, toys and other personal use articles may not be left outside after use during the day. Such articles are to be stored **under the unit's respective deck by dusk.**
- 4.3 No Unit Owner shall keep in his or her unit, garage or storage room any flammable, combustible or explosive material, chemical or substance except such commercial products which are required in normal household use.
- 4.4 Storage in the Common Area hallways is unacceptable and is prohibited.
- 4.5 Garden hoses on the garage side of the buildings must be removed after each use.

#### **5. GENERAL APPEARANCE AND OTHER RULES**

- 5.1 No decorations, including plastic, ceramic or wooden adornments, fencing, awnings, bird feeders on decks, signs, clotheslines, nameplates, door knockers, peepholes or

similar changes may be installed or placed on any Common Property or Limited Common Property without the written consent of the Board of Trustees. Fire escape routes on the decks must be kept open.

*Note: The Board of Trustees reserves the right to have the decoration(s) removed at the Owner's expense, when deemed necessary.*

- 5.2 Changes affecting the appearance of the exterior of the buildings are to be made only with the written consent of the Board of Trustees pursuant to Article V of the By Laws. Relative to satellite dishes, please call the Management company for the Satellite Dish Resolution.
- 5.3 Everyone will be expected to exercise extreme care to avoid unnecessary noise and at no time are musical instruments, radios, phonographs or televisions to be so loud as to disturb others. **Noise levels shall be reduced after 10:00 p.m.** so that neighbors are not disturbed.
- 5.4 There will be no littering. Paper, cans, bottles, cigarette butts, food and other trash are to be disposed of only in the appropriate trash containers. Under no circumstances are such items to be dropped off or left on the grounds or other Common or Limited Common Property. All refuse must be placed in a tied plastic bag before disposing in the trash compactor.
- 5.5 Bicycles, sporting goods, toys, cooking equipment, baby carriages, lawn furniture and other personal articles and equipment shall not be left outside when not in use and shall be in accordance with Rule 4.2.
- 5.6 There shall be no use of Common Property which injures or scars the Common Property, the trees or plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of the condominium.
- 5.7 There shall be no organized sports activities, picnicking or fires unless approved by the Board of Trustees.
- 5.8 Planting, plant boxes and other yard work shall be subject to standards as to location, use, and maintenance established by the Board of Trustees. A written request as to intent must be submitted to the Board of Trustees for approval prior to commencement of the work.

## **GENERAL APPEARANCE (Continued)**

- 5.9 No clothing, laundry, rugs or similar objects shall be hung from any window exterior portion of a unit or otherwise placed in such a way as to be exposed to public view. No items shall be hung from patio railings with the exception of plant boxes.
- 5.10 The real estate taxes due the Town of Dracut for the individual unit along with that unit's percentage of interest in the Common Property shall be paid directly by the Unit Owner to the Town when due. Taxes for each unit are not divisible between the unit and the Common Property.
- 5.11 Unit Owners may not display "For Sale" signs in any window.
- 5.12 Portable window fans and air conditioners are prohibited from being placed in the windows.
- 5.13 The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common elements caused by such Unit Owner of his/her family, tenants, servants, employees or visitors by their willful or negligent use, misuse, or abuse of those systems or elements. The reasonable cost of work to repair such damage shall constitute a lien upon such unit and the Unit Owner shall be personally liable.
- 5.14 Smoking is prohibited in the Common hallway.
- 5.15 An Antenna Restrictions Resolution was implemented by the Board of Trustees in August 1998 allowing the attachment of satellite dishes in **specified** areas of the Common Property, i.e. decks. Before **any** Unit Owner undertakes the installation of a satellite dish, he/she must contact the Management Company for a written copy of the resolution which outlines specifically what is and what is not allowed.
- 5.16 Front security doors are for the protection of all residents of Winding Brook Condominiums and as such, must be kept closed at all times. **NO RUGS OR OTHER ARTICLES SHOULD BE USED TO KEEP THE DOOR OPEN** as it interferes with the hinges and locking mechanisms.

## **6. APPROVALS/RULE AMENDMENTS/COMPLAINTS**

- 6.1 Any consent or approval of the Board of Trustees or its authorized agent given under these Rules and Regulations shall be revocable at any time.
- 6.2 Complaints of violation of these Rules and Regulations should be made to the Board of Trustees or its authorized agent in writing. If the Unit Owner does not receive satisfaction from such authorized agent, or if there is no authorized agent at that time, he/she should submit the complaint in writing to the Board of Trustees. If the Board of Trustees feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board of Trustees as to what action has been taken.



## **APPROVALS/RULE AMENDMENTS/COMPLAINTS (Continued)**

- 6.3 These Rules and Regulations may be revised in any way at any time by the Board of Trustees as conditions warrant, provided that a written communication is sent to each Unit Owner advising him/her of the change.
- 6.4 These Rules and Regulations may be amended or supplemented in whole or in part at any time by action of the Board of Trustees and are considered supplemental to the Condominium By Laws.

## **7. LATE CHARGE FOR NON PAYMENT OF FEES**

- 7.1 The monthly Condominium Fee is due and payable on or before the first day of the month. If this fee is not paid by the fifteenth (15<sup>th</sup>) of said month, then said unit is in default and will be charged a late fee as authorized in Article XII, Section 1c, of the By Laws. A fine of twenty-five dollars (\$25.00) will be assessed each month to any Unit Owner whose balance exceeds one hundred dollars (\$100.00) on the fifteenth (15<sup>th</sup>) of the month. Pursuant to Section 5.23 of the Declaration of Trust By Laws, this fine will be assessed on all balances whether or not they are comprised of Condominium fees, late fees, legal fees, maintenance fees or violation fines.
- 7.2 Notwithstanding the above, interest on defaulting Unit Owners will prevail on all outstanding money due as described in Article XII, Section 1c of the By Laws.
- 7.3 Any Unit Owner who is delinquent more than ninety (90) days from the due date in Condominium Fees will be subject to collection procedures including recording of a memorandum of lien or a suit to enforce the lien. In accordance with the provisions of the By Laws, Unit Owners shall be responsible for the payment of all legal fees and costs incurred by the Condominium Association in connection with the collection of the unpaid assessment.

## **8. INSUFFICIENT FUNDS/RETURNED CHECKS**

- 8.1 Any check that is returned by the bank and not paid for any reason will be charged a \$20.00 fee plus bank costs.

## **9. RULES ENFORCEMENT PROCEDURE**

- 9.1 *Reporting* – The Management Company shall report all violations of the Rules and Regulations.
- 9.2 *Notice of Violation* – The Board of Trustees will review the violation. If the majority of the Board of Trustees concurs with the report, a letter will be sent by the Management Company, on behalf of the Board of Trustees, advising the violator that he/she has been assessed a violation fine in accordance with the Rules and Regulations, Section 9.4

**RULES ENFORCEMENT PROCEDURE (Continued)**

*Failure to Comply* – Failure by a Unit Owner to comply with corrective actions, especially for violations which influence the maintenance or repair of the Common Property, will result in the Board of Trustees directing the Management Company to take appropriate corrective action and to assess the Unit Owner for the cost of services.

- 9.3 All fines or charges are due within thirty (30) days from the date of notice unless a request is made for a review by the Board of Trustees.
- 9.4 An appeal or request for review of a fine must be made, in writing, within five (5) days of the notice date. The Board of Trustees will hear all requests for review in closed session at the next available Board of Trustees meeting. Fines can only be rescinded by the Board of Trustees. The Board of Trustees' decision will be supplied to the Unit Owner within forty-eight (48) hours of the review.

9.5 Fines shall be assessed according to the following schedule:

First Offense	\$ 25.00
Second Offense	\$ 50.00
Third Offense	\$100.00
Fines double thereafter	

All fines shall be due within thirty (30) days of the date of assessment. If a fine is not paid in a timely manner; it shall be collected in the same manner as overdue Condominium Fees and assessments.

- 9.6 If there are any subsequent offenses of the same or similar violation, the Board of Trustees may take whatever action it deems to be in the best interest of the Condominium to prevent continuing violations.
- 9.7 A memorandum of lien may be filed for unreasonable delinquency of fees, penalty payments, or blatant and continued violations of the Condominium Rules and Regulations.