

ST. MARY'S CONDOMINIUM

**RULES, REGULATIONS
AND PROCEDURES**

Section 1.
ADMINISTRATION

1.1. THE NEED FOR RULES, REGULATIONS AND PROCEDURES

The degree to which Residents respect each other's right ultimately shape the quality of life at St. Mary's Condominium. Condominium by-laws, rules, regulations and restrictions are necessary to preserve your right to the quiet enjoyment of your community. These Rules, Regulations and Procedures will clarify the policy and procedures in place at St. Mary's Condominium. In this regard, it is incumbent upon the Trustee to invoke all measures necessary to enforce such rules and regulations. The cooperation of all Residents is requested.

1.2. ORGANIZATIONAL STRUCTURE

The organizational structure of the complex revolves around a Board of Trustees initially selected by the Declarant and then by the Unit Owners. Unit Owners have empowered the Trustees with the responsibility of managing the maintenance and administrative activities.

1.3. MEETINGS

The Board of Trustees meet periodically to review condominium business. Should you wish to address the Board on a particular issue you may request to be placed on the agenda by contacting the Trustees.

1.4. REQUESTS AND COMPLAINTS

Questions, suggestions, comments or complaints about the management should be communicated in writing to the Board. The Board encourages Unit Owners to communicate their feelings regarding the community to the Board.

Section 2.
APPEARANCE OF THE BUILDINGS AND COMMON AREAS

2.1. PARKING RESTRICTIONS

Except with the written consent of the Board, no unregistered, uninsured or inoperable vehicles shall be on the property. All vehicles shall be parked in spaces and areas designated by the Board of Trustees. All vehicles that park in violation of this rule will be subject to towing and storage at the vehicle owner's expense. Due to insurance and fire restrictions the parking areas cannot be used to store vehicles. The ability of the Trust or of Owners to tow vehicles is subject to certain requirements of the state law in conjunction with the City of Marlborough Chief of Police.

Each Unit in the School, Rectory and Church will have one deeded (or assigned) parking space and one "permitted" parking space. There will be a total of 25 deeded spaces and 25 "permitted" spaces for these buildings. Townhouses will have two car garages and one parking space in front of the unit.

"Permitted" spaces are defined as follows:

A permitted space cannot be used without a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. The permit must be displayed on the windshield to avoid being towed.

Furthermore, four permitted spaces will be marked as "Guest Parking". The following rules apply to "Guest Parking":

If a guest has a permit (given by a unit owner whom the guest is visiting), then any "permitted" space can be used including guest parking. The permit must be displayed in the windshield to avoid being towed. If a guest is parked in "Guest Parking" without a permit, then building and unit number of unit being visited must be displayed on the windshield. If no permit or building/unit number is displayed on the windshield, the vehicle may be towed.

If no available parking spaces are left and a guest or unit owner holding a permit has no space to park, then guests with no permit must yield their parking space to any permit holder. The permit holder will know which unit the guest is visiting by reading the information on the windshield and will notify the unit owner that the car has to be parked elsewhere.

2.2. COMMON AREAS

Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Board of Trustees.

2.3. SNOW REMOVAL

The Board of Trustees contracts each year with a snow removal company to plow, shovel and sand the site. During a snow storm the contractor is required to keep the main lanes open. Once snow has stopped, they will begin the cleanup of parking spaces. Residents and Unit Owners should keep an eye out the morning after a storm for the plow. Once the plow arrives on site, all vehicles must be moved to allow for spaces to be cleared. If vehicles are not moved, the Board cannot be held responsible for the snow mounds that will build up on each side or the rear of the parking area.

2.4. EXTERIOR OF THE BUILDING

No sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs of the common areas, or units, without the prior written consent of the Board of Trustees.

2.5. NO LABELS

No writing or labels shall be placed on any door, wall or surface of the common areas, mailboxes, intercom devices, signs, parking spaces or any other place or surface of the common areas, without the prior written consent of the Board of Trustees.

2.6. WINDOW TREATMENTS

All parts of window treatments visible from the outside of the building must be white or off-white color.

2.7. WINDOW AIR CONDITIONING UNITS

Any window air conditioning unit and all parts of such air conditioning unit visible from the outside of the building must be white or off-white color. If the window, where air conditioning unit is installed has multiple sections, the air conditioning unit must be installed in the middle section of the window.

Section 3.
NOISE, BEHAVIOR AND PETS

3.1. NO OFFENSIVE ACTIVITY

Unit Owners and Residents are prohibited from engaging in any activities which would be considered offensive to their neighbors. Generally, noise of any kind should be kept to a minimum between 11:00 P.M. and 8:00 A.M. This includes noise from guests or invitees of a Resident or Unit Owner. Your cooperation is essential if the Condominium is to be a pleasant place to live. Should violations of these Rules occur, the Unit Owner will be subject to fines and/or legal action.

3.2. PETS

One customary house pet may be kept in any unit without the prior written permission of the Board of Trustees, provided such pet does not create a nuisance and that such pet is on a leash when in or about the common areas. Breeding of pets is not permitted. Additional pets may be allowed by obtaining the approval of the Trustees, which approval shall not be unreasonably withheld. Such permission for additional pets may be revoked if said additional pets cause a nuisance to other unit owners. All pets must be curbed in all common areas and no pet shall be left unattended in the common areas. Pet owners must immediately clean up after their pets. Should landscape damage or pet soiling occur in any common area, the pet owner must immediately clean up and repair any damage caused by their pet.

Section 4.
ASSESSMENTS AND FEES

4.1. ASSESSMENTS, DUE DATES AND LATE FEES

Association assessments are due on the first (1st) of each month and delinquent if not paid by the seventh (7th). Assessments not paid by the seventh (7th) shall be delinquent and shall be assessed a late charge of \$50.00 and interest from the date due at the rate of 18% per annum on the outstanding balance. Assessments delinquent sixty (60) days or more may be turned over to an attorney or collection agency for collection and the mortgagee of the unit as well as credit bureau may be notified for their delinquency. All expenses incurred by the Association to collect delinquent dues and fees shall be paid by the Unit Owner.

4.2. UNIT SALE, REFINANCING, 6D CERTIFICATES

All units to be sold shall be registered with the Managing Agent on behalf of the Board and the Association. The charge for a 6D certificate shall be \$100.00.

Section 5. **ENFORCEMENT**

5.1. OWNERS' RESPONSIBILITY TO KNOW

It is the responsibility of each owner to know the terms and provisions of the Declaration, Bylaws and Rules and Regulations of the Association. Each owner is responsible for advising guests of the owner of any provision of the Declaration, Bylaws or Rules and Regulations which apply to them. These Rules and Regulations are provided as a supplement to the Declaration and Bylaws and are not meant to relieve any owner from the obligation to know the provisions of the Declaration and Bylaws. Owners shall also comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Condominium.

5.2. COMPLIANCE

Each owner, tenant, or occupant of a unit shall comply with the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association, as they may be amended from time to time, and with all decisions made by the Board or the Association pursuant thereto. Failure to comply shall be grounds for an action to recover sums due, damages, or injunctive relief, or any or all of them, maintainable by the Board, the Association's managing agent on its behalf, or by the aggrieved owner. To enforce the Rules and Regulations, the Board may also levy monetary fines.

5.3. NOTICE OF VIOLATION, CORRECTIVE ACTIONS

The Board may give written notice of the violation and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board may itself make the correction, and any costs incurred in connection therewith shall be imposed on the unit owner and added to the monthly maintenance fee for the first month following the correction. Payment such costs shall be enforced in the same manner as is provided for the enforcement of maintenance fees.

5.5. OTHER ACTIONS

The Board can take any other legal action appropriate or remedy or penalize a violation of these Rules, the Bylaws or the Condominium Declaration. In enforcing these rules, the Board may delegate its function(s), including the determination of whether a violation has occurred,

and the remedy therefore, to an agent, including but not limited to a single, or group of, director(s) or officers, or the property manager.

5.6. FINANCIAL RESPONSIBILITIES FOR GUESTS OR INVITEES

Owners shall be financially responsible for all damages caused by their guests, and for any fines imposed as the result of conduct on the part of their guests or invitees.

Section 6.
FEE/FINE SCHEDULE

6.1. FEE SUMMARY

The following is a summary of fees and fines adopted by the Association to ensure proper administration of the Condominium.

Fees:	Monthly Assessment Late Fee	\$ 50.00
	Returned Check Fee	\$25.00
	Resale Certificate Fee	\$100.00
Fines:	2nd Notice of Violation	\$50.00
	3rd Notice of Violation	\$100.00

6.2. FINES

To enforce the Regulations, the Board may levy monetary fines of \$50.00 for the second notice of a violation and \$100.00 for the third notice of a violation. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Board. Such fine(s) shall be added to the monthly assessment for the first month following the violation, and shall be enforceable in the same manner as is provided for the collection of monthly assessments.