

**LIBERTY COMMONS CONDOMINIUM TRUST**  
**RULES AND REGULATIONS**

**1. ARTICLE 1 – GENERAL**

- 1.1. No industry, business, trade, or commercial or professional activities shall be conducted, maintained or permitted on any part of the premises of the Condominium, nor shall any “For Sale”, “For Rent” or “For Lease” signs or other window displays or advertising be maintained or permitted nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Trustees, or its agent, to place “For Sale”, “For Rent” or “For Lease” sign on any unsold or unoccupied units, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee, but in no event will any sign be larger than one (1’) foot by two (2’) feet.
- 1.2. The Board of Trustees, or their designed agent, and/or any other person authorized by the Board of Trustees may exercise their right to enter each Unit for the purpose of assessing, investigating and/or correcting any conditions originating in the Unit or elsewhere in the Building in which the Unit is located, provided that any such entry is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of any exercise of the right of access provided in this section, any costs for repairs shall be borne in accordance with the provisions of Section 8 of Article VI of the Declaration of Trust and Bylaws. Should a Unit Owner refuse to grant access to a Unit, the Unit Owner shall be assessed daily fines until such access is granted and shall be liable for all costs incurred by Liberty Commons Condominium Trust, including, but not limited to attorney’s fees, witness fees, sheriff fees, and court filing costs.
- 1.3. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any building or which would structurally change any of the buildings.
- 1.4. Unit Owners or occupants shall not paint, stain, or otherwise change the color of any exterior portion of any building.
- 1.5. Unit Owners or occupants shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the buildings and no signs, awning, canopy, shutter, radio, or television antenna, or satellite dish shall be affixed to, or placed upon, the exterior walls or doors, roof, chimney or any part of the Common Elements thereof, or exposed on or at any window, without the prior written consent of the Board of Trustees.
- 1.6. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance except as are customary for residential use.
- 1.7. Satellite dish installations shall require the prior written consent of the Board of Trustees prior to any installation scheduling, installation, and must be installed in

accordance with Liberty Commons Condominium Trust's requirements and specifications. Any Unit Owner installing a satellite dish without prior written permission of the Board of Trustees shall be subject to immediate daily fines and assumes any and all liability for their actions (e.g., property damages, personal injury, etc.) including, but not limited to restoration costs, all costs incurred by Liberty Commons Condominium Trust, including, but not limited to attorney's fees, witness fees, sheriff fees, and court filing costs. The Unit Owner shall reimburse Liberty Commons Condominium Trust for all removal and restoration costs, deemed necessary at the sole discretion of the Board of Trustees, prior to issuance of a Certificate 6D. The removal of the satellite dish, brackets, wiring, etc. and restoration of Common Elements shall be made by a contractor authorized by the Board of Trustees or their designee.

- 1.8. Any Unit that is not occupied for a period of 72-hours or more between October 15 and April 15 shall require a local "Unit Caretaker" who is registered with Liberty Commons Condominium Trust and one of the monitoring devices installed: a low temperature/freeze warning light in a visible front window of the Unit, a security system with a low temperature sensor that alerts a local Unit Caretaker, or a telephone-based notification system to a local Unit Caretaker, or the Unit must be winterized by a licensed professional and proof of such must be provided to Liberty Commons Condominium Trust. The aforementioned systems must have a battery and communications backup systems adequate to power the device(s) in the event of power and/or communications system outages for a minimum of 72-hours.

## **2. ARTICLE 2 – USE OF COMMON ELEMENTS**

- 2.1. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees except as herein expressly provided.
- 2.2. No garbage cans, trash barrels, or other personal property shall be placed on the Common Elements, nor shall anything be hung from doors, windows, balconies, or porches or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, or porches. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a building or exposed on the Common Elements. No accumulation or rubbish, debris or unsightly material will be permitted in Common Elements except in the designated trash storage areas, nor shall Common Elements be used for general storage of personal property.
- 2.3. Except in storage areas or other areas designated by the Trustees, there shall be no parking or storage of baby carriages, playpens, bicycles, wagons, toys, sports or fitness equipment, benches or chairs, storage pods or containers, or any other personal property and/or items on any part of the Common Elements or Limited Common Elements. Storage by Unit Owners in areas designated by the Board of Trustees shall be at the Unit Owner's or occupant's risk.
- 2.4. Except on designated decks and patios, there shall be no storage of personal property and/or items on any part of the Common Areas or Common Elements. Except for a reasonable number of deck or patio appropriate chairs, tables, and/or an umbrella, no other personal property or items are permitted without the prior consent of the Board

of Trustees. There shall be no obstruction of Common Elements, Common Areas, or Limited Common Areas.

- 2.5. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Trustees.
- 2.5.1. Section 2.5 shall include, but not be limited to: any and all Common Elements (i.e., everything outside the interior walls of the Unit), as described in the Master Deed. Such Common Elements shall include, but are not limited to: exterior doors, storm/screen doors, windows, window screens, built-in air conditioner sleeves (including the screen/vents), exterior lights, doorbell, electrical outlets, faucets, dryer vents, mechanical room vents, shutters, trim, siding, shingles, gutters, downspouts, privacy screens, privacy fences, decks and deck components, pipes, plumbing fixtures, utility enclosures, plants, shrubs, trees, grass, consumable plants (i.e., fruits, vegetables, herbs, etc.), planting beds, pavement, walks, mailboxes, fire pull boxes, fire hydrants, stonewalls, signage, fences, detention basins, drainage, sewer infrastructure, electrical systems and infrastructure, cable television infrastructure, telephone infrastructure, and alike.
- 2.5.2. Unit Owners and occupants who desire to plant and/or place potted plants, or place personal items in or on the Common Areas, Limited Common Areas, or attached to the Unit's doors or windows must obtain prior consent of the Board of Trustees. Unit Owners and occupants must provide detailed information to allow the Board of Trustees to render an informed decision. Unit Owners must submit their request in writing through the Managing Agent and the Board of Trustees will render decisions in 30-45 days.
- 2.5.3. Liberty Commons Condominium Trust has established architectural standards for Common Elements. Unit Owners who desire to make an exterior change, must request prior consent of the Board of Trustees, and a contractor authorized by Liberty Commons Condominium Trust will make any approved changes at the sole expense of the Unit Owner. Unit Owners must submit their request in writing through the Managing Agent and the Board of Trustees will render decisions in 30-45 days.
- 2.5.4. Changes to the interior elements of Units requires the prior consent of the Board of Trustees. This requirement is to ensure the master insurance policy has adequate coverage for any upgrades to original 1995-2002 materials and finishes. Failure to comply with this rule/regulation may not cover the Unit Owner's loss in the event of a master insurance policy claim, and the Unit Owner will be solely liable for any and all such losses. Unit Owners must submit their request in writing through the Managing Agent and the Board of Trustees will render decisions in 30-45 days.
- 2.5.5. Any authorized alteration of Common Elements or Common Areas not maintained in good state, condition, and/or curb appeal, shall be removed and/or restored to an original state or condition, as deemed necessary at the sole discretion of the Board of Trustees, and such restoration shall be made by a contractor authorized by the Board of Trustees or their designee,

at the sole expense and liability of the Unit Owner. The Unit Owner shall be liable for any and all costs incurred by Liberty Commons Condominium Trust, including, but not limited to attorney's fees, witness fees, sheriff fees, and court filing costs.

- 2.5.6. Any unauthorized alteration of Common Elements or Common Areas shall be restored to an original state or condition, as deemed necessary at the sole discretion of the Board of Trustees, by a contractor authorized by the Board of Trustees, at the sole expense and liability of the Unit Owner. The Unit Owner shall be liable for any and all costs incurred by Liberty Commons Condominium Trust, including, but not limited to attorney's fees, witness fees, sheriff fees, and court filing costs.
- 2.6. No Unit Owner or occupant shall sweep or throw any dirt or other substance from doors or windows of his Unit. Refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees shall direct.
    - 2.6.1. Trash, garbage, furniture, televisions, holiday season trees, plants, toys, cigarette butts, and any similar items must be disposed of and placed inside the dumpsters. No trash, garbage, or similar items shall be stored nor placed in Common Areas or Limited Common Areas. If a dumpster is full there are other dumpsters on the property to utilize. This is a health and safety infraction and is subject to immediate fines and liability of any and all cleanup expenditures made by Liberty Commons Condominium Trust.
    - 2.6.2. Dumpsters are for the use of Unit Owners and occupants for resident only trash, waste or garbage generated onsite. Non-Resident Unit Owners may not dispose of trash, waste or garbage at Liberty Commons. No offsite generated trash, waste or garbage may be disposed of at Liberty Commons. No one may place, discard, or otherwise dispose of any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, or hazardous materials ("Excluded Waste") as defined by applicable federal, state or local laws or regulations in any dumpster or anywhere else on the property.
    - 2.6.3. No Unit Owner, occupant, resident, or visitor shall dispose of any of the following items, including, but not limited to: cat or kitty litter, chemicals, cigarette butts, clothes dryer sheets, coffee grounds, condoms, cotton swabs, dental floss, diapers (i.e., disposable or otherwise), underpants, panty liners, or other cloth items, dirt, disposable wipes (i.e., baby, cleaning, etc.), fingernails and toenails, grease or oils, paper towels and facial tissues, plastic bags, prescription or non-prescription drugs or medicines, sanitary napkins or tampons, toys, trash or scraps, and alike down the drains or flushed through the toilets, as these items may cause significant damage to the plumbing, sewer infrastructure, and the sewer pump station and may cause significant damages and expenses to all Unit Owners. Items marketed as "flushable" and/or similar marketing terms, are not flushable at Liberty Commons.

### 3. ARTICLE 3 – ACTIONS OF OWNERS

- 3.1. No noxious or offensive activities shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein either willingly or negligently, which may be or become any annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises in buildings by himself, his family, servants, employees, agents, visitors and licensee, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio, or other electronic devise on the premises causing disturbance to other Unit Owners or occupants.
- 3.2. Unit Owners and occupants shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the City of Leominster and shall save the Association or other Unit Owners harmless from all fines, penalties, costs and prosecution from the violation thereof or non-compliance therewith.
- 3.3. No animals, except a cat shall be permitted. All pets must be kept with the Units and no more than one cat per Unit shall be permitted. No commercial breeding of any type of domestic or household pets shall be permitted. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon three (3) days' notice from the Board of Trustees or its designee.
  - 3.3.1. Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered in any Common Area or Limited Common Area. Pets in transit are to be placed in an animal carrier.
  - 3.3.2. No domesticated or wild animal shall be fed, provided water, nor sheltered anywhere in the Common Areas or Limited Commons Areas. No one is to provide any type of enticement for stray or wild animals.
- 3.4. Unit Owners shall be held responsible for the actions of their families, tenants and guests. No one may use bicycles, tricycles or similar devices on the sidewalks and Common Areas. No individual shall utilize the Common Areas, or any portion thereof, in any manner which may interfere with the use of the Common Areas by other Unit Owners or occupants, or in violation of the Condominium documents.
- 3.5. Air conditioners are to be installed into the existing air conditioner sleeves located on the back of each Unit. The built-in air conditioner sleeve(s) and its rear vents may not be removed nor altered in any manner. If supplemental air conditioning is required by a Unit Owner, supplemental air conditioning units must meet the following specifications: the air conditioning unit must be installed on the interior of the window with the window screen in place and intact. Should a Unit Owner or occupant alter or remove the built-in air conditioner sleeve and its rear vents or installs an air conditioning unit that does not meet the aforementioned specifications the Unit Owner shall be subject to immediate fine and assumes any and all liability for their actions (e.g., property damages, personal injury, etc.) including, but not limited to restoration costs, all costs incurred by Liberty Commons Condominium Trust, attorney's fees, witness fees, sheriff

fees, and court filing costs. Any and all required repairs and/or restorations, as deemed necessary at the sole discretion of the Board of Trustees, shall be made by a contractor authorized by the Board of Trustees.

- 3.6. Outdoor decorative heating appliances and fireplaces such as: chiminea, fire pits or fireplaces, and/or any type of fire of any kind are strictly prohibited on the property in its entirety, including, but not limited to: in the Common Areas, Limited Common Areas, including, but not limited to: decks, deck stairs, stair landing or patios, or within the Units, including the individual mechanical rooms. Any Unit Owner, occupant, resident, or visitor violating this rule/regulation is subject to immediate daily fine(s), and assessment of any and all fines and/or penalties imposed by the City of Leominster Fire Department, the State Fire Marshal, or any other agency or authority, and removal and/or disposal without warning or notice at the Unit Owner's, occupant's, resident's, and/or visitor's sole risk and liability.
- 3.7. No hibachi, barbecue, grill (of any type, including electric), or similar devices used for cooking, heating, or any other purpose shall be used or stored on, under, or within any Unit, Common Areas or Limited Commons Areas, including, but not limited to: decks, deck stairs, stair landing or patios. The Board may, at such time as the Board deems appropriate, designate one or more Common Areas for the use of grills or similar devices to the extent that the Board determines that such use is consistent with applicable fire safety laws and the requirements of the Trust's insurer. Any Unit Owner, occupant, resident, or visitor violating this rule/regulation is subject to immediate daily fine(s), and assessment of any and all fines and/or penalties imposed by the City of Leominster Fire Department, the State Fire Marshal, or any other agency or authority, and removal and/or disposal without warning or notice at the Unit Owner's, occupant's, resident's, and/or visitor's sole risk and liability.
- 3.8. All portable combustible liquid or solid fuel sources for cooking, heating, ignition, motor, generator, torches, lighting, fuel storage, or any other purpose are strictly prohibited on the property in its entirety, including, but not limited to: in the Common Areas, Limited Common Areas, including, but not limited to: decks, deck stairs, stair landing or patios, or within the Units, including the individual mechanical rooms. Any Unit Owner, occupant, resident, or visitor violating this rule/regulation is subject to immediate daily fine(s), and assessment of any and all fines and/or penalties imposed by the City of Leominster Fire Department, the State Fire Marshal, or any other agency or authority, and removal and/or disposal without warning or notice at the Unit Owner's, occupant's, resident's, and/or visitor's sole risk and liability.
- 3.9. Window screens must be maintained in a state of good condition or repair and must be intact at all times, except for a reasonable time for repair or replacement, and must comply with the architectural standards of Liberty Commons Condominium Trust, as established by the Board of Trustees.
- 3.10. Interior window coverings shall be white in color as viewed from the exterior of the Unit inward, and must be standard window coverings, such as: blinds, curtains, shades, or shutters.

#### **4. ARTICLE 4 – INSURANCE**

- 4.1. Nothing shall be done or kept in any part of the Condominium or any Unit which will increase the rate of insurance of any other Unit or contents thereof without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements, which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
- 4.2. Unit Owners shall comply with the Rules and Regulations of the New England Fire Rate Association and with the Rules and Regulations contained in any fire insurance policy upon said building or the property contained therein.
- 4.3. Damages by fire or accident affecting the Common Elements or the liability of the Unit Owners will be promptly reported to the Board of Trustees immediately following the occurrence thereof.
- 4.4. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdictions, and the Unit Owner alone shall be liable for any damages or injury caused by any radio, television or other electrical equipment in such Unit.
- 4.5. Unit Owners shall comply with the Liberty Commons Condominium Trust Insurance Resolution as recorded in the Worcester County North Registry of Deeds in Book 7748, Page 283, and any subsequent amendments thereto.

#### **5. ARTICLE 5 – MOTOR VEHICLES**

- 5.1. No unregistered, uninspected or inoperable motor vehicles, recreational vehicles, campers, trailers, or boats, junk cars, or parts of vehicles shall be stored or allowed to stand on any part of the Common Elements.
- 5.2. No motor vehicles, including cars, trucks, motorcycles, mopeds, motorized bicycles, shall be operated on the walkways, lawns or fields which constitute the Common Elements. All motorized vehicles shall be used and operated only on the designated roadways and parking areas.
- 5.3. The parking areas shall not be used for any purpose other than to park duly registered operable passenger automobiles, including sports utility vehicles and pickup trucks that have a weight rating of 6,000 pounds or less, with less than five wheels, which vehicle shall have no advertising, markings, lettering or signage affixed thereto, and excluding specifically trucks, commercial vehicles, passenger or cargo vans, buses, motor homes, vehicles used for hire to transport people or store goods or merchandise, trailers, boats, and/or any vehicle with a plow, any type of racks or extenders, toolboxes, tools, equipment, supplies and materials, tanks or containers, and/or all non-vehicle manufacturer modifications or additions. Each Unit shall be permitted a maximum of two (2) motor vehicles in the parking areas provided. No washing, maintenance or repairs of automobiles shall take place on any of the Property. The Trustees shall have the right and authority to have any vehicle in violation

of this Article immediately towed at the vehicle owner's expense and liability at the sole discretion of the Board of Trustees.

5.4. All vehicles must be parked in designated parking spaces. No vehicle is to be standing or parked along curbs, in front of or near mailboxes, obstructing fire hydrants/pull-boxes, or otherwise impeding safe vehicular traffic flow throughout the Common Areas and no unauthorized vehicle may be standing or parked in any exclusive use parking space nor any reserved parking space marked with a sign, not even momentarily. Any Unit Owner, occupant, resident, or visitor violating this rule/regulation is subject to immediate fine and/or vehicle removal at the vehicle owner's expense and liability at the sole discretion of the Board of Trustees.

5.5. Each Unit shall have one (1) exclusive use parking space on the Common Elements. Each Unit's exclusive use parking space shall be located to the right or left of the Unit's front walk as viewed toward the curb and/or building that matches the side that the Unit's front door is located on, with the exception of Units 1, 16, 18, 23, 25, 39, 41, 73, 102, 103, 152 and those in Building 11 (odd numbered Units from 153-183). For instance, as you face the front of the Unit, if the Unit's front door is located on the right (or left) side of the front walk then the Unit's exclusive use parking space is located on the right (or left) of the front walk.

5.5.1. The location of the exclusive use parking space for Units 1, 16, 18, 23, 25, 39, 41, 73, 102, 103, 152, and those in Building 11 (odd numbered Units from 153-183) are as follows:

5.5.1.1. Unit 1's exclusive use parking space is located on the front of the building to the right of the front walk as you face the Unit's front entry door.

5.5.1.2. Unit 16's exclusive use parking space is located on the front of the building to the right of the front walk as you face the Unit's front entry door.

5.5.1.3. Unit 18, 23, and 152's exclusive use parking space is located on the side of the building to the left (or right - if legally handicapped) of the sidewalk as you face the side of the Unit.

5.5.1.4. Units 25, 39, 41's exclusive use parking space is located on the side of the building to the right of the sidewalk as you face the side of the Unit.

5.5.1.5. Unit 71's exclusive use parking space is located one space to the left of the handicapped parking space at the end of the front walk that services Unit 71 (or the right of the front walk — if legally handicapped).

5.5.1.6. Unit 73's exclusive use parking space is located two spaces to the left of the handicapped parking space at the end of the front walk that services Unit 71 (or the right of the front walk that services Unit 71 — if legally handicapped).



- 5.5.1.7. Unit 102's exclusive use parking space is located on the side of the building at the end of the Unit's front walk.
- 5.5.1.8. Unit 103's exclusive use parking space is located on the side of the building to the left of the front walk as you face the side of the Unit.
- 5.5.1.9. Units located in Building 11 (odd numbered Units from 153-183) are located in four (4) separate parking areas:
  - 5.5.1.9.1. Building 11 — Parking Area A is defined as parking spaces from the mailboxes near Unit 183 in a northerly direction (toward Unit 174) to a landscaped island. From the mailboxes near Unit 183 in a northerly direction (toward Unit 174), exclusive use parking spaces are designated as follows: 183, 179, 181, resident (first come first serve), 177, 173, and 175.
  - 5.5.1.9.2. Building 11 Parking Area B is defined as parking spaces from a landscape island (near Units 23 and 25) in a westerly direction (toward Unit 159), exclusive use parking spaces are designated as follows: resident (first come first serve), 171, 169, 167, resident (first come first serve), 165, 163, and 159.
  - 5.5.1.9.3. Building 11 Parking Area C is defined as parking spaces from a landscape island (between Buildings 10 and 11 perpendicularly across the travel lane from to Unit 159 in a westerly direction as follows: 161, 157, and 155.
  - 5.5.1.9.4. Building 11 Parking Area D is defined as parking spaces from Unit 153 in a westerly direction (toward Unit 151), exclusive use parking spaces: 153 (if legally handicapped) or 153 (if not legally handicapped) in the parking space to the right of the handicapped parking space.

5.5.2. Unit Owners and occupants are responsible for ensuring that their visitor's vehicles and their own vehicle(s) are not parked in any of these designated exclusive use parking spaces. Unit Owners are subject to immediate fine and/or removal of the vehicle from the premises at the vehicle owner's expense and liability at the sole discretion of the Board of Trustees.

5.6. Any vehicle leaking fluids and/or causing damage to Common Elements must be immediately removed from the property until such time they are in a good state of repair and not leaking fluids nor causing damages. Any vehicle leaking fluids shall be subject to daily fines assessed to the Unit Owner and/or removal by towing at the

vehicle's sole risk, liability, and expense. Unit Owners shall be liable for any and all restoration costs borne by Liberty Commons Condominium Trust for the restoration of the damaged Common Elements and any and all environmental cleanup costs and/or fines levied, and any and all costs incurred by Liberty Commons Condominium Trust, including, but not limited to attorney's fees, witness fees, sheriff fees, and court filing costs. Any required repairs and/or restorations, deemed necessary at the sole discretion of the Board or Trustees, shall be made by a contractor authorized by the Board of Trustees or their designee.

- 5.7. Any vehicle parked on the property more than three (3) days or any portion thereof within a thirty (30) day period must be registered with Liberty Commons Condominium Trust through the Managing Agent and/or Board of Trustees. The Unit Owner must provide in writing the year, make, model, color, registration (license plate), registration state, and vehicle identification number (VIN). Any vehicle not registered with Liberty Commons Condominium Trust, the Unit Owner is subject to immediate daily fines and/or immediate removal by towing at the vehicle owner's sole expense and liability, at the sole discretion of the Board of Trustees.
- 5.8. Units are allowed to have a reasonable number of visitor or guest vehicles parked on the property on a temporary basis, as determined at the sole discretion of the Board of Trustees, provided that the vehicle is in compliance with the Declaration of Trust and Bylaws, Rules and Regulations, and any and all other Constituent Documents. Visitor or guest parking that exceeds the maximum of two (2) vehicles per Unit, shall not be parked on the property for more than three (3) days or any portion thereof within a seven (7) day period and shall not exceed six (6) days or any portion thereof in a thirty (30) day period without prior authorization from the Board of Trustees. Any request for parking a guest's vehicle for an extended period (more than three (3) days or any portion thereof) must be submitted in writing not less than 14-days prior to the anticipated initial parking date and the Board of Trustees' prior authorization must be obtained prior to parking the guest's vehicle on the property. Any vehicle not in full compliance is subject to immediate daily fines and/or immediate removal by towing at the vehicle owner's sole expense and liability, at the sole discretion of the Board of Trustees.
- 5.9. Visitors and/or guests must remove their vehicle(s) from the property when winter weather is predicted, during snow or winter weather events, and during all snow removal and/or treatment operations (i.e., snow plowing, removal of snow, road and walk treatments, shoveling, etc.) and must comply with any and all direction and instruction of a Trustee, the Board of Trustees, Managing Agent, and/or snow removal contractor. Any vehicle not in full compliance is subject to immediate daily fines and/or immediate removal by towing at the vehicle owner's sole expense and liability, at the sole discretion of the Board of Trustees.
- 5.10. All drivers shall comply with all traffic controls and signs (i.e., posted speed limits, stop signs, tow zones, reserved or assigned parking, handicapped parking, etc.) and all Unit Owners shall be responsible for any and all persons associated with their Unit.

## **6. ARTICLE 6 – SNOW REMOVAL**

- 6.1. In snowfall of greater than two (2) inches, Liberty Commons Condominium Trust or its designee will clear snow and maintain such clearance from roads, paths, front and side sidewalks, driveways, and parking areas only. Unit Owners and their licensee will comply with the reasonable instructions and/or directions of a Trustee, the Board of Trustees, Managing Agent, and/or snow removal contractor during snow removal operations.
- 6.2. Unit Owners, occupants, residents, and visitors must move their vehicles so snow removal can occur when the snow removal contractor is clearing snow from the property. Any Unit Owner, resident, or visitor failing to move their vehicle or failing to comply with the current snow removal procedure and reasonable instructions of a Trustee, Managing Agent, and/or snow removal contractor shall be subject to an immediate fine and/or vehicle removal at the vehicle owner's expense and liability at the sole discretion of the Board of Trustees.

## **7. ARTICLE 7 – NON-OWNER OCCUPANCY (RENTAL)**

- 7.1. Any Unit not occupied as the primary, full-time residence by the Unit Owner(s), as recorded in the Unit Deed recorded at the Worcester County North Registry of Deeds, shall be considered non-owner occupied and subject to this Article 7 and any and all other provisions of the Declaration of Trust and Bylaws, Master Deed, Rules and Regulations, and all other Constituent Documents.
- 7.2. Unit Owners must provide a copy of the lease or rental agreement and any and all amendments thereto to the Liberty Commons Condominium Trust within 5 days of the execution of said lease or rental agreement, and a list of all of the full-time and part-time occupants and their contract, vehicle, and any other information required by the Board of Trustees.
- 7.3. No lease or rental agreement shall be for less than one year in duration, without the prior authorization of the Board of Trustees.
- 7.4. Any authorized rental Unit that remains unoccupied for a period of 90-days or more, shall revoke their authorized rental status for said Unit, at the sole discretion of the Board of Trustees, and shall require the Unit Owner to be placed on the bottom of the non-owner occupancy (rental) waiting list should the Unit Owner request the same. Unit Owners are required to immediately notify Liberty Commons Condominium Trust of any and all changes in occupancy status, renewals, and terminations.
- 7.5. Pursuant to the terms of the Liberty Commons Condominium Trust, no more than thirty percent (30%) of the Units of the Condominium may be leased to third parties at any time. Accordingly, any Unit Owner or prospective Unit Owner considering renting his or her Unit for compensation or no compensation must contact the Board to determine whether the then current number of rented Units exceeds the thirty percent (30%) limitation prior to purchase, execution of any lease agreement, rental, and any non-owner occupancy.

## 8. ARTICLE 8 – ADMINISTRATION

- 8.1. Any consent or approval given under these rules and regulations may be added to, amended, or revoked at any time by resolution of the Trustees.
- 8.2. Any complaint regarding the management of the premises of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees.
- 8.3. The Board may add to the foregoing Rules and Regulations by adopting rules and regulations in accordance with the By-laws of the Condominium.
- 8.4. The Trustees are empowered, pursuant to the power reserved in Article II, Section 3 (K) of the Liberty Commons Condominium Trust, to levy fines not exceeding Twenty (\$20) Dollars per day for each infraction of the rules. In the case of multiple infractions of these rules, or infractions that continue over a number of days, each occurrence and/or each day that an infraction continues shall give rise to a separate fine.
- 8.5. Unit Owners are to immediately notify the Board of Trustees and Managing Agent upon listing their Unit for sale and/or upon any changes or amendments to the Unit Deed.
- 8.6. Prior to the issuance of any Certificate 6D, a Trustee, the Board of Trustees, or the Managing Agent shall conduct an inspection of the Unit's exterior. If damages or unauthorized changes are found other than the normal wear and tear, the Unit Owner shall be liable for any and all restoration costs, including, but not limited to all costs incurred by Liberty Commons Condominium Trust, attorney's fees, witness fees, sheriff fees, and court filing costs and all costs and expenditures must be paid in full prior to issuance of a Certificate 6D.
- 8.7. All Unit Owners and occupants must maintain current contact, occupancy, vehicle, and other information with Liberty Commons Condominium Trust as required and deemed necessary by the Board of Trustees.
- 8.8. Unit Owner and occupants shall provide advanced notice to the Board of Trustees and Managing Agent of any vacancy of that exceeds 14-days between April 16 and October 14, or more than 72-hours between October 15 and April 15, and designate a local "Unit Caretaker" who is over the age of 18 years old and will be responsible for granting access to, and care and maintenance of the Unit during the Unit Owners' or occupant's absence. The Unit Owner and occupant (if applicable) shall authorize in writing their permission to act of their behalf and make any necessary decisions relating to the Unit that should arise and poses a risk to the Unit, surrounding Units, the Building, or any Common Elements.
- 8.9. Any Unit that has 60 or more infractions in a 12-month period shall be assessed a bond at the sole discretion of the Board of Trustees, in an amount determined at the sole discretion of the Board of Trustees, but not less than \$2,500.00 plus the associated attorney's fees, to ensure compliance with all of the Constituent Documents. If after assessment of a bond, additional infractions occur, daily fines will be assessed and all other remedies shall apply, including, but not limited to, all costs

incurred by Liberty Commons Condominium Trust, attorney's fees, witness fees, sheriff fees, and court filing costs.

- 8.10. Notwithstanding any provisions in the Condominium documents, the meters which exclusively serve a Unit, whether located within or outside the Unit, shall be Limited Common Elements and the obligation of the Unit Owners to which the meter serves, to care, maintain, repair and replace.

## **9. ARTICLE 9 – PAYMENT OF CONDOMINIUM OBLIGATIONS**

- 9.1. All Unit Owner shall be responsible for the prompt payment of all Condominium assessments (regular, supplemental or special) and other obligations (including, where applicable, late fees, penalties, fines and/or attorneys' fees and costs) properly assessed to their accounts pursuant to the Condominium documents or M.G.L. c. 183A, et. seq.
- 9.2. Monthly condominium fees (regular assessments) are due and payable on the first day of each month unless otherwise expressly stated by the Trustees or Management Company. Late fees, fines, penalties and other amounts assessed by the Trustees are due and payable on the first day of the month following the date of first notification unless otherwise expressly stated by the Trustees.
- 9.3. A grace period of up to 10 days following the first of the month will be given to Unit Owners for payments of regular assessments. Payments posted after the 10th day of the month a payment is due will be considered late unless otherwise expressly stated by the Trustees.
- 9.4. Late fees are \$20.00 per day to a maximum of \$100.00 per month for each month an account remains delinquent until the entire balance is paid in full together with all expenses, including reasonable attorneys' fees incurred by the Trustees and shall, together with all costs and expenses of collections, constitute a lien on the Unit pursuant to M.G.L. c. 183A, commencing on the 11th of the month continuing each day until the 15th of the month. Bounced check fees are a minimum of \$20.00 or the current fees charged by the banking institution each time a check is returned.
- 9.5. Payment of any Condominium obligation may be made by either check or money order payable to "Liberty Commons Condominium Trust," or "Liberty Commons Condo Trust," and must include the unit number and any other required information to process payments, on the payment.
- 9.6. Cash payment may be accepted with the prior express written consent of the Trustees and must be given in person to the Trustees or Management Company with a copy of a receipt given to the Unit Owner and another copy for the records of the Trust. Other forms of payment such as an online transfer, automatic deduction, e-check, etc. may be accepted depending on the current services subscribed to by the Condominium Trust, taking into consideration the budget and the needs of the condominium.
- 9.7. Except as otherwise provided on the payment instrument (check, etc.) itself or under applicable law, all payments, regardless of when they are made, shall be first applied to the oldest outstanding obligations on the Unit account.

- 9.8. Neither the Trustees nor the Management Company shall be required to send an invoice, coupon book or to otherwise notify residents to remind them of their obligation to pay regular monthly condominium fees. The Trustees or Management Company shall send a notification to any Unit Owner when the Owner has been assessed a late fee, penalty, fine and/or other permissible assessment (including, in the case of violation of the Condominium documents, attorneys' fees and costs).
- 9.9. The Board of Trustees may, in their reasonable discretion and for good cause shown, waive any a late fee, fine or penalty assessed to any Unit Owner account.
- 9.10. No check or any other payment instrument marked "paid in full" or "full satisfaction" or words to such effect shall limit or otherwise affect the Board's rights or remedies to recover any amounts in dispute or any amounts owed to the Condominium Trust where the paying Unit Owner's account reflects a balance for any amount of assessments, fines, fees or other impositions in excess of the marked payment. The Board's acceptance of any such marked check or instrument for any amount less than the total or disputed balance of the Unit account shall not constitute an accord and satisfaction of such unpaid or disputed balance.

## **REFERENCES:**

Liberty Commons Condominium Trust's Rules and Regulations are recorded in the Worcester Northern Registry of Deeds in Book 8678, Page 273, Book 8693, Page 20, Book 8763, Page 239, and Book 8808, Page 192 respectively.

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## **Other Constituent Documents:**

Master Deed — Recorded in the Worcester Northern Registry of Deeds in Book 3785, Page 140 and Book 4129, Page 60.

Declaration of Trust and By-Laws — Recorded in the Worcester Northern Registry of Deeds in Book 3785, Page 151 and Book 4129, Page 72.

Meter Resolution — Recorded in the Worcester Northern Registry of Deeds in Book 6649, Page 296, incorporated into the Rules and Regulations as 8.10.

Insurance Resolution — Recorded in the Worcester Northern Registry of Deeds in Book 7748, Page 283.