

RULES AND REGULATIONS
INDIAN RIDGE CONDOMINIUM
ASSOCIATION
(Effective October 2015)

Purpose

These Rules and Regulations are adopted for the benefit of all owners of Indian Ridge Condominiums. They are intended to preserve a clean, attractive environment, to assure the peaceful enjoyment of the Condominium complex, and to protect and enhance the value of all property at the Condominium.

These rules are a supplement to the Indian Ridge Master Deed and Bylaws, as stipulated by the General Laws of Massachusetts. All owners are therefore required, by law, to abide by these Rules and Regulations and are responsible for the actions of family, relatives, tenants, servants, employees, agents, lessees, or licensees, and respective visitors.

Management

The Indian Ridge Condominium Association (the “Association”) is owned by all unit owners and was formed to manage and regulate the Condominium community. The Association is managed by a Board of Directors (the “Board”) presently consisting of five (5) elected unit owners. The Board has appointed a Property Manager to provide professional guidance to the Board and daily assistance relative to owner inquiries and concerns.

Rules & Regulations

1. **CONDOMINIUM FEES.** Condominium fees are due on the first day of each month. Payment is made by electronic funds transfer (EFT) which requires the completion and submission of an ACH form on file in the management office. Payment by check, payable to “Indian Ridge Condominium Association” or “IRCA”, may be made if necessary. You may drop this payment into the gold mail slot at the Clubhouse or mail it to Indian Ridge Condominium Association, 301 Apache

Way, Tewksbury, MA 01876. Any non EFT condominium fee payment which has not been received by 5:00 pm on the 10th of each month will be considered delinquent and subject to a late fee. Payments received will be applied to the oldest charge first. Any unit owner who becomes two months in arrears in condominium fees or owes a combined amount of more than \$500 in condominium fees, fines, etc. will be subject to legal action for the full amount owed. All collection fees will be charged to the unit owner per Massachusetts statute.

2. **PARKING - GENERAL.** The Master Deed of Indian Ridge provides each unit owner with two parking spaces specifically designated as the space inside the garage and the space immediately in front of the garage with the exception of four garden style buildings (units 13-24, 37-48, 235-246, and 247-258) where the second space is opposite the garage. Garages are to be used for vehicle parking; no personal property storage is allowed if a vehicle is displaced. Storage of unregistered, uninsured, and/or disabled vehicles is not allowed.
3. **COMMERCIAL VEHICLES.** The appearance of commercial vehicles is deemed inconsistent with the residential character of Indian Ridge. Therefore, residents' and or visitors' commercial vehicles are not allowed to be kept within the confines of the Condominium complex unless the commercial vehicle is parked in the unit owner's garage. A commercial vehicle is defined as one used in any private or public business or in any government agency.

The vehicle may be kept in the driveway if the ONLY commercial appearance is the license plate, and no commercial equipment, rack, box style, or lettering is visible either on or in the vehicle.
4. **RECREATION VEHICLES.** Recreation vehicles are not allowed within the confines of the Condominium complex unless stored in the unit owner's garage without displacing a vehicle to visitor parking.
5. **VEHICLE COVERS.** The use of vehicle covers is not permitted.

6. **MOTOR VEHICLE MAINTENANCE.** No un-muffled or inadequately muffled vehicles will be operated within the confines of the Condominium complex. Vehicle repairs, including oil changes or any other equipment repairs, are not permitted. Washing of vehicles is not permitted as the drainage system collects the run off soap/cleaning solution, which then flows directly into our irrigation and conservation ponds.

7. **PROHIBITED PARKING AREAS.** Parking is not permitted on Apache Way at any time. All roadways are part of Apache Way and are considered fire lanes.

Only function parking is permitted in the clubhouse parking lot.

Parking at the tennis court parking lot is limited to residents playing tennis.

8. **PARKING FOR VISITORS.** Visitor lot spaces are reserved only for guests and residents possessing valid parking permits issued by the Board (see rule #9 below). Vehicles parked in violation of this rule may be towed at the vehicle owner's expense.

9. **PARKING PERMITS.** A resident is eligible for a parking permit if the resident owns three operable vehicles and provides the Property Manager with valid Apache Way motor vehicle registrations for all three vehicles.

Motorcycles and all other two wheeled motorized vehicles do not qualify as a third vehicle. The Property Manager will issue Parking Permits only after all fines and fees for the unit have been paid in full. Failure to pay all outstanding fines and fees will result in the loss of parking permits. Accordingly, unexpired Parking Permits, if any, will be revoked and considered null and void. Permits must be displayed from the windshield rear view mirror while parked in the visitor parking lot. Deeded spaces (garage and driveway) must be used before the third vehicle may occupy a visitor's space.

10. **PARKING PERMIT EXPIRATION.** All Parking Permits will expire on December 31 of each year. Each resident eligible for

a parking permit must provide the Property Manager with valid registrations for all vehicles in December before a new permit will be issued for the following year. Registrations that expire in December must have the next year's registration attached. New Permits MUST be displayed from the rear view mirror commencing January 1 and will be color coded with the tag number printed on it. Parking Permits will not be issued if the resident/owner owes outstanding fees and fines. Vehicles parked in violation of this rule may be towed at the vehicle owner's expense.

11. PERMITTED PARKING AREAS. Due to limited space, no third vehicle will be parked in visitor lots associated with units 1-12 and 25-36. The issuance of one parking permit (i.e. 3 vehicles) will allow residents to park in other visitor spaces as assigned.
12. SCHOOL BUS PARKING. The school bus stop is located at the high numbered entrance. Parking for this purpose is at the visitors' spaces by units 270-282. During the winter months, a path from that area to the sidewalk and entrance roadway will be cleared. Parking on the roadway is allowed ONLY in the event of precipitation or freezing temperatures; vehicles must be parked on the exit side of the roadway with flashers on and behind the island.
13. SPEED LIMIT. The speed limit on all roadways within the Condominium complex is 20 miles per hour.
14. EXTERIOR WALL MODIFICATION / HEAT AND HOT WATER. The exterior walls of the buildings are common property, maintained only by the Condominium Association. All installation pipes, etc., that extend through to the outside must follow the Indian Ridge Condominium Association method of pipe routing, covering and approved exterior caps. The installation procedure MUST be obtained from the Management Office BEFORE a contract is signed by the Unit owner. Failure to obtain and follow these documents will result in additional costs to the unit owner, and/ or removal.
15. ADDITIONS TO EXTERIOR OF THE BUILDING. Any

changes affecting the exterior appearance of a building or the community shall be made only with the consent of the Board.

Transmission antennas are not permitted. Reception antennas such as a satellite dish or other structure used to receive video programming services must strictly comply with the safety, location, appearance, liability, financial and related standards as set forth in the Satellite Dish/Antenna Application Package. This package is available from the Property Manager and must be completed to the satisfaction of the Board on or before eight days prior to installation. To proceed otherwise will result in immediate removal and disposal of the antenna by the Association. All costs associated therewith, including the cost of restoration, if any, will be the responsibility of the unit owner.

Removal of a satellite dish must be completed at the individual unit owner's expense upon the sale of the unit, unless the new owner assumes, in writing, responsibility for said dish. If a satellite dish is not removed by the seller of a unit, or responsibility, in writing, is not assumed by the buyer of that unit, a 6(d) Certificate cannot be issued due to the outstanding fee which will be assessed for the expense incurred by the Indian Ridge Condominium Association for removal of said dish.

Mounted or attached items are not permitted in Common Areas, Limited Common Areas and Facilities. Common Areas and Facilities mean the entire portion of the Indian Ridge Condominiums which is not located within any unit. Limited Common Areas are reserved for the use of a unit owner to the exclusion of the owners of other units (e.g. a deck or balcony).

16. **CHANGES TO COMMON AREAS & FACILITIES.** Changes to common areas and facilities, replacement of windows, entrance doors and garage doors must follow Board approved specifications.
17. **IMPROPER USE OF COMMON AREAS AND FACILITIES.** There shall be no use of the Common Areas and Facilities which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance,

or annoyance to the owners in the Condominium complex. There shall be no use of the Common Areas and Facilities for commercial purposes (i.e. garage, yard, estate sales, etc.).

18. **TENNIS COURT/WEIGHT ROOM.** These amenities are reserved for the use of residents and their accompanied guests. Minors must be accompanied by a resident adult. Access keys are required and may be obtained from the Property Management office upon payment of a refundable deposit.

No equipment other than that necessary for tennis is allowed within the confines of the tennis court fence.

No personal fitness equipment is allowed to be left in the weight room.

19. **RESIDENTIAL USE.** Units are intended for residential use only. No commercial activity or operation may take place within the unit.

20. **STRUCTURAL INTEGRITY OF THE BUILDINGS.** Nothing shall be done in any unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the buildings, nor shall anything be done in or on said areas which would structurally change the Buildings.

21. **PROPER MAINTENANCE OF UNITS.** Each unit owner shall preserve the structural integrity of his unit and maintain its cleanliness. The toilets, sinks and other plumbing fixtures and apparatus shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Buildings resulting from such misuse shall be repaired at the expense of the unit owner.

22. **ABUSE OF MECHANICAL SYSTEMS.** Unit owners will be charged for any damage to the mechanical, electrical or other building service system, including sprinkler systems of the Condominium complex caused by such unit owner (or as the case may be their tenant or guests etc.) by misuse of those systems.

Air conditioner covers, other than those supplied by the manufacturer, or similar style, are not permitted.

23. LOCKS & KEYS. No unit owner shall alter any lock or install a new lock on any door without informing the Property Manager. The unit owner shall provide the Association with an additional key pursuant to the Association's right of access to the unit. The Association's keys shall be kept in a secure location and will be used only for emergency purposes.

If access is required for any emergency and the unit owner has not supplied the Association with a key, all costs required to gain entry to the unit will be billed to the unit owner.

24. NOISE. Residents, tenants and guests will be expected to reduce noise levels between the hours of 10:00 p.m. and 7:00 a.m.. For example, do not use a power tool, washing machine, dishwasher, or vacuum during this period. At no time are musical instruments, stereo systems, radios, or televisions to be so loud as to become a nuisance.

25. RUBBISH/RECYCLING. Rubbish is to be disposed of in town issued barrels and placed outside according to the designated trash pick-up date and time. Town house residents shall place barrels at the end of the driveway with a 3 foot clearance from trees. Garden residents shall place barrels next to their garage door. Town issued recycle containers are to be placed 3 feet away from the side of the barrel on designated recycling days and their contents adequately secured. Containers are not permitted outside overnight and must be stored indoors.

26. OUTDOOR EQUIPMENT & PERSONAL ITEMS. No personal articles or equipment shall be left outside the unit. Except for appropriate seasonal items, no personal articles or equipment shall be left on a patio/deck or rails. Townhouse decks must be cleared before the first snow fall.

27. GRILLS. Grill Guidelines are as follows:

A. Charcoal Grills are not allowed.

B. Propane grills are regulated by the Commonwealth of Massachusetts and Town of Tewksbury Fire Department.

28. **SIGNS.** Signs of any type are not permitted on doors, in windows, on decks or patios or on any other common or Limited Common Area.
29. **OUTSIDE ACTIVITIES.** Organized sports activities, picnicking or fires are not permitted.
30. **PONDS.** The ponds provide water for the irrigation system and serve as a supplemental reservoir in the event of a fire. Ice skating, boating, swimming and fishing are not permitted. Playing in the sprinklers is not permitted for safety reasons.
31. **HOUSEHOLD PETS.** Not more than one dog, cat, or other domestic animal may be kept in a unit. If a pet creates noise, nuisance or danger, the Board may request that the pet be removed from the Condominium complex, and the owner of the pet shall immediately comply with such request. Pets shall not be allowed to relieve themselves on walks, streets, sod or landscaped areas. Owners must pick up after their pets. All pets, when outdoors, must be leashed and accompanied by their owners. All pets shall be registered and inoculated as required by local law and registered at Indian Ridge Condominium Association. Owners will comply with the Town of Tewksbury Leash Law. Continued violation of this rule may result in removal of the pet from Indian Ridge.
32. **GUESTS.** Owners will be held responsible for the actions of their guests. If presence of the guests creates a nuisance to other owners, the Board shall have the right to request that the guest leave. Responsibility for such supervision shall rest with any owner who is the host of such guests.
33. **RENTALS.** Unit owners must notify the Property Manager, in writing, prior to renting their unit and must complete required rental forms. Owners/landlords are responsible for their tenants' actions and activities. Tenant names, telephone numbers, auto registrations, and pet information (if applicable) must be provided to the Property Manager by owners/landlords. Unit owners who lease their unit must notify the Property Manager, in writing, of their intended residential address and telephone

number(s) prior to leasing their unit. This information is required to be furnished under Massachusetts' statute.

34. **PLANTING POLICY.** The guidelines for flower plantings by homeowners are as follows:

- A. Residents may have potted plants on their decks/patios.
- B. Townhouse residents may have no more than three (3) potted plants at either the back or front entrance. Pots should be the traditional type, made of clay or plastic, no larger than eighteen inches in diameter. The usual, low growing, summer annual plants such as geraniums, petunias, etc. are recommended. All such potted plants should be removed from the front and/or back entrances by November 1 of each year.
- C. Vegetable and fruit plants are appropriate only on decks or patios.
- D. Hanging plants are not allowed. Residents may have planters on deck or patio rails provided these are not attached with invasive fasteners.
- E. In ground planting is not permitted.
- F. Garden decorations and ornaments are not allowed.
- G. Artificial plants are not permitted.

Residents of garden style homes must be considerate of their neighbors below when watering plants. Plants should be brought indoors or placed on a mat or dish when being watered.

35. **MOBILE STORAGE UNITS.** Mobile storage units may be used when unit owners are moving provided the Property Manager is notified in advance and the following guidelines are followed:

- A. Mobile storage units must be placed in the unit's driveway.
- B. If mobile storage units do not fit in the driveway, contact the Property Manager for placement.
- C. Mobile storage units may remain on the property for three days.

36. **EXTERIOR HOLIDAY DECORATIONS.** Exterior holiday decorations of any type are not allowed with the exception of seasonal December holiday decorations, not to be displayed prior to the day after Thanksgiving. The use of any surface-scarring fastener (nails, tacks, screws, etc.) is not allowed. String or twist ties are permissible. Residents may not display decorations on shrubs, bushes, or trees or any other common area. Residents may display lights around the interior side of sliders, which provide an exterior display of color. All decorations must be removed by January 15.
37. **SERVICES.** Board Members and/or immediate family members may not perform or provide services for remuneration at Indian Ridge during tenure and for a period of one year following vacating board position.
38. **AMERICAN FLAG.** The American Flag must be displayed in a manner consistent with the provisions of the Federal Flag Code, or any rule or custom pertaining to the proper display or use of the American Flag. (See additional information page.)

Community associations may place reasonable restrictions pertaining to the time, place or manner of displaying the American Flag necessary to “protect a substantial interest” of the community association.

Flag poles may not be attached to the building with any type of invasive fastener (screws, nails staples, hooks etc.). Flag poles are allowed only on deck rails and must be attached using non-invasive fasteners.

39. **MANDATORY PROPERTY INSURANCE.** The Condominium Association maintains an insurance policy that applies to real property and is subject to a deductible. It is mandatory that every homeowner maintain proper insurance to cover this deductible or self-insurance for this amount. Individual agents or the Association’s agent should be consulted for clarification. Proof of liability is not required for the Association to assess the deductible. If the cause of damage originates from your home, you will be assessed the deductible in full.

40. COMPLAINTS. Rule violations are to be reported to the Property Manager in writing and signed by the complainant. The complaint should include a description of the problem as well as verifiable details such as make, model, license plate, time, and/or date of violation. The identity of the complainant will be kept confidential even during an Appeals Process.
41. APPEALS PROCESS. Any owner receiving a rules violation notice or fine, who believes no violation occurred, must submit a written explanation to the Board or Property Manager not later than 15 days from the date of the notice or fine. The owner will be given an opportunity for a Board review and no enforcement fee will be imposed until after the review.
42. AMENDMENTS. The Board may revise these Rules and Regulations in any way at any time as conditions warrant, provided that a written communication is sent to each owner advising him of the change.
43. DELEGATION OF POWERS. The Board shall have the authority and duty to enforce these Rules and Regulations, but, at their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

ADDITIONAL INFORMATIONAL

Rules for flying the American flag (Excerpted from the Flag Code, United States Code, Title 36, Chapter 10)

- Except as a signal of distress, the flag should never be displayed upside down. The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.
- The flag should never be used for advertising purposes in any matter.
- The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- When the flag is in such condition that it is no longer a fitting emblem for display, it should be destroyed in a dignified way, preferably by burning.

SNOW REMOVAL PROCEDURES

The following guidelines are in effect during snow removal season.

- Use your garage.
- Move parked vehicles as soon as possible to allow for complete snow removal.
- Park all second vehicles in the auxiliary lot adjacent to 235-256 Apache Way and the Clubhouse parking area (when no functions are taking place). Upon completion of snow removal from your area, move your vehicle back from these areas.
- Prepare for some minimal nuisance snow shoveling on your part in front of garage doors, walkout doors, etc.
- Watch for snow back up against the slider. Decks are limited common area. Remove snow from decks to relieve excess weight and water penetration into your home. Structural damage will occur if water seeps in through your slider's runners.

FOR YOUR INFORMATION:

- First emphasis will be on opening Apache Way and the main perimeters.
- *Garden Owners:*
If a vehicle is not parked in the garage or a second vehicle is not moved, the resident will be responsible for shoveling the vehicle out, not to mention the inconvenience to everyone in the building. Plowing is very difficult if all vehicles are not moved from these areas.

All garden buildings will have sand in both the front and rear entrances for resident use.

- *Townhouse Owners:*
If the snow removal crew is not able to plow your driveway due to a vehicle being parked there, they will not return. This will become your responsibility. Driveways are addressed upon conclusion of the snowfall. Only one courtyard walk down will be cleared for emergency purposes. Rear entrances are maintained for day-to-day access.