

Rules & Regulations

The Villages at Crane Meadow Condominium Association, Inc.

As of June 1, 2024



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THE VILLAGES AT CRANE MEADOW CONDIMINIUM ASSOCIATION INC.

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RULES & REGULATIONS OF
THE VILLAGES AT CRANE MEADOW CONDOMINIUM ASSOCIATION, INC.
as of June 1, 2024

A. PURPOSE

The Rules and Regulations of the Villages at Crane Meadow are intended to benefit all the residents of our community by preserving and enhancing the lifestyle we chose. These rules and regulations include many of the restrictions we inherited in the hierarchy of our governing documents. The objective is to ensure safety; uphold aesthetic integrity; and to preserve, protect and enhance property values. Living in a community requires that we all pledge to comply with the conditions set out in our governing documents

B. USE OF UNITS

1. Residential Use

- (a) Each Unit shall be used as a residence for a single family. No Unit or any portion thereof may be used as a professional office, or for any other business purpose, whether or not accessory to a residential use
- (b) No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the property nor shall any "For Sale" "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes
- (c) No Unit owner shall permit anything to be done, or kept in the Unit which will result in the cancellation of insurance on any of the Common Elements or Units or contents thereof, or which would be in violation of any law. Nothing shall be done or kept in any Unit which will increase the rate of insurance of the building, or contents thereof, without the prior written consent of the Board of Governors

2. Prohibited Activities

- (a) No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit owners or occupants
- (b) No Unit owner shall make or permit disturbing noises in the Units by the Unit owner or family, servants, employees, agents, visitors, lessees, or licensees of such owner, or do or permit anything by such persons that will interfere with the rights, comfort or convenience of the other Unit owners
- (c) No Unit owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated, a phonograph, television set or radio in the premises between the hours of 11:00 p.m. and 8:00 a.m., if the same shall disturb or annoy other occupants of the building

- (d) No Unit owner or occupant or any licensees, lessees, or visitors shall at any time bring into or keep in his/her Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use
- (e) No petroleum products may be added to or removed from any internal combustion engine within the Common Element of the condominium. No repairing of automobiles shall take place within the community

3. Appearance of Units

- (a) Unit owners shall not cause or permit anything to be hung or displayed on the inside or outside of windows or placed on the outside walls or doors of the building except as otherwise permitted in these Rules and Regulations.
- (b) The color of the portion of draperies, blinds, curtains, or shutters visible from the exterior shall conform to standards specified by the Board of Governors. The current standards are white

C. OCCUPANCY OF UNITS

1. As per the Master Deed

- (a) Each Unit is hereby restricted to residential use and occupancy by senior citizens or to a senior citizen and his/her spouse. A senior citizen shall be defined as any person age 55 years or older.
- (b) Every sale, rental, lease, resale, or other conveyance of every Unit, shall be to a senior citizen, or to the son or daughter of a senior citizen, so long as the senior citizen occupies the Unit owned by his/her son or daughter.
- (c) Each Residential Unit shall be occupied by no more than two (2) persons as a single-family residence, except upon written waiver granted by the Board of Governors based upon unusual controlling circumstances which are deemed by the Board to warrant the issuance of such waiver. This waiver provision shall also be applicable to subsection (a) above.
- (d) Overnight guests who are not senior citizens shall be allowed for reasonable visitation periods not to exceed two (2) weeks without the prior written permission of the Board of Governors. Children, grandchildren or visiting dogs, may visit for a period not to exceed two (2) weeks per year, without the written permission of the Board of Governors. Request for an extended stay should be done prior to the actual start of that event

D. COMMON ELEMENTS

1. General

- (a) No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the property was designed
- (b) 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 Governors
- (c) Nothing shall be done or kept in the Common Elements that will increase the rate of insurance of the building, or contents thereof, without the prior written consent of the Board of Governors. No Unit owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance on any of the Common Elements, or which would be in violation of any law
- (d) Nothing shall be done in any Unit or in, on or to the Common Elements that will change or impair the structural or architectural integrity of a building, or which would change the structure of the building
- (e) The Common Elements shall be kept free and clear of rubbish debris and other unsightly materials
- (f) No signs are to be placed in, or on, any Unit window or Common Element

E. PARKING

1. General

- (a) The roads and traffic circles must be kept clear for use by emergency vehicles. No one shall regularly park on the roads and circles. Unit owners shall have the right and easement to use the common parking areas. Guests should be informed to park in the visitor parking areas.
- (b) All driveways and parking areas are part of the Common Elements and facilities of the condominium subject to regulation by the Board of Governors, which regulation shall not be inconsistent with the exclusive rights of the Unit owners to use their driveways
- (c) No commercial vehicles (except in connection with service or maintenance being provided to a Unit or Common Element) boats, trailers, mobile homes, buses, and recreational vehicles of any kind shall be permitted to be parked in any of the driveways or parking areas without the written approval of the Board of Governors
- (d) No Unit owner or occupant, or any of his/her licensees or lessees shall keep on the premises any motor vehicle which has thereon any sign, advertising, company logo, or other writing, drawing or display other than that of the manufacturer or dealer of the vehicle

2. Unit Owners/Residents

The owners of each Unit shall be entitled to the exclusive use of the driveway leading from the street to such Unit's garage for the purpose of parking private passenger vehicles including sport utility, pick-up trucks, mini-vans, and vans, subject to the obligation to keep the driveway surface in a clean and safe condition. The residents of each Unit should use the garage and driveway of the Unit for regular parking

3. Visitor Parking

All parking other than Unit driveways, is subject to regulation by the Board of Governors. Visitors and guests are encouraged to use the common parking areas or their host's driveway

4. Winter Parking

- (a) During winter months when snow is likely, residents must park their vehicles in the Unit's garage or driveway. On-street parking is prohibited, and, if it occurs when it is snowing or following a snow storm, a \$25.00 fine will be assessed without notice
- (b) Parking is prohibited in the common parking areas when it is snowing or after a snow storm because those areas are needed to store snow removed from other areas. A waiver, due to hardship or unusual circumstances, may be requested in writing to the Board of Governors to use one of the parking spaces in the area of the Community Center, except when plows are in the area, vehicles so permitted must be removed to allow clearing of snow

F. PORCHES, DECKS AND GARDENS

1. Furniture

All front porch furniture must be white. Porch furnishings must be proportional to the space and kept to a minimum to avoid a crowded or cluttered appearance.

2. Plants and Decorations on Porches, Decks or Exterior of Units

- (a) A maximum of two (2) hanging plants may be displayed on the front of any Unit, or one (1) hanging plant and one (1) wind chime. A maximum of three (3) 'urns' or 'planter boxes' is allowed in the garage doors. Each Unit owner may hang one (1) wreath and/or one may not exceed eighty (80) square-inches in total area, and may state "welcome", the family name, or the Unit number. A single doorknocker is permitted. Silk or artificial flowers may only be displayed as part of a wreath. All other flowers and plants must be live.

(b) No flags or banners may be hung on or from any part of any building, with the exception of the American flag. No other sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, exposed on any window, or anywhere in the Common Elements. Unit owners shall not cause or permit a window air conditioner to be installed, without prior written consent of the Board of Governors

3. Holiday Decorations

Holiday decorations may be displayed from Thanksgiving through January 31st. Holiday decorations are permitted on the unit owner's front porch, back deck and area surrounding the garage door(s) and in the immediately adjacent front garden. Outdoor lighting should be on timers and, in all cases, turned off no later than 11 p.m. Any outdoor lighting, extension cords and timers used must be rated for outdoor use. The following are not permitted in any area of Crane Meadow: inflatables of any type or size, laser lights, or any holiday decorations that blink or emit sound or noise of any type.

4. Painting and Staining of Decks

Painting or staining their deck railings by any person must be pre-approved in writing by the Board of Governors.

5. Flower Boxes

A maximum of two white (2) flower boxes may be displayed on porch railings, and a maximum of two (2) flower boxes may be displayed on deck railings. Any damage caused by flower boxes due to excessive weight shall be repaired at the Unit Owner's expense. All flower and plants in boxes must be live.

6. Gardens

Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Governors; however, adding plantings or removing dead plants in the established beds in front of the Units is allowed. Unit Owners may also create a planting area around the Unit's rear deck and along the side of an end Unit, not to extend beyond three (3) feet. Three (3) planter containers not to exceed twenty (20) inches in height may be placed on the common area next to the rear deck. Plantings in any other common area require written approval by the Board of Governors. All flowers and plants must be live.

G. ANIMALS

No reptiles of any kind shall be raised, bred, or kept in any Unit or any part of the Common Elements. Unit owners shall be entitled to keep two (2) indoor pets, either cat(s) or dog(s). Dog(s) shall not exceed twenty (20) pounds when fully grown. In the event that any such pet(s) cause or create a nuisance or unreasonable disturbance or noise, said pet(s) shall be permanently removed from the property upon three (3) days written notice from Management.

(Option: See first paragraph of Section J.) In no event shall any pet be permitted in any portion of the Common Elements, unless carried or leashed, including any grass or garden plot. It is the responsibility of the Unit owner to control their pet(s) at all times in the common areas and remove animal waste from these areas promptly. Invited guest dogs (any weight/breed) are allowed to be in Units. Associated Unit owner(s) assume all responsibility and liability for control of their guest animal(s) and for the compliance with the Rules & Regulations. Guest dogs can stay overnight, even without their owner(s), for up to a cumulative two (2) weeks a year (refer to section C of Rules & Regulations "Occupancy of Units"). Unit owners must notify the Board, via email, before a guest dog may stay overnight. Guest dogs may be walked on Crane Meadow property, under the supervision of an adult, using up to a 6' leash (city ordinance). Unit owners that wish to add or replace a dog need to adhere to the Rules & Regulations by sending a request to the Board of Governors for approval.

VCM: ESA (Emotional Support Animal)/Service Dog Policy

In the event of a Crane Meadow unit owner requesting a reasonable accommodation from the Board of Governors to be allowed to have a service dog or emotional support animal at Crane Meadow, follow this policy to request an accommodation.

Procedure and Policy:

The Villages at Crane Meadow is a condominium complex and dogs are prohibited from the area's Common Element per the Rules & Regulations. However, the Association does follow all FHA guidelines to offer "reasonable accommodations" to residents who suffer from physical or emotional disabilities.

To ensure the Association is providing a safe and fair environment for all Residents in the Community, if seeker a Reasonable Accommodation, Unit Owners are required to:

1. Submit an official request in writing
2. State whether it is a service animal or emotional support animal
3. If a service animal:
 - Is the dog a service animal required because of a disability?
 - What work or task has the dog been trained to perform?
4. Clearly identify the policy that the Owner is asking for an exception to (i.e. to be allowed in prohibited areas)
5. (For emotional support animals) Provide supporting documentation from a medical professional who is familiar with the disability

NOTE: Per the ADA: "There are individuals and organizations that sell service animal certification or registration documents online. These documents do not convey any rights under the ADA and Department of Justice does not recognize them as proof that the dog is a service animal."

Contact:

Owners seeking a Reasonable Accommodation should submit request to:
Jenn Grenier, Northborough Property Management, 508-393-2155
jenn@northboroughmanagement.com

If a Reasonable Accommodation is approved by the Association, the handler must be in full Control of the animal and is fully responsible for actions of the animal.

- The animal should be on a leash at all times while in any common area (leash not to exceed 6 feet in length)
- The animal must be housebroken
- The owner must clean up after them & properly dispose of any animal waste
- The animal must stay off all Common Area furniture at all times
- The animal must not jump up on, lick, trip, lunge at or threaten people
- The animal should not be allowed to bark excessively
- The animal must not cause any damage or nuisance; the owner will be held liable for any damages to the Common Area
- Residents are responsible for any property damage caused by their assistance animal
- Owner must ensure the pet is properly licensed with the City of Marlborough
- Owner must ensure that vaccinations are kept up to date
- The animal is to never be left unattended or tethered in the Common Area
- The owner understands that if the Association receives complaints that the pet is breaking any of these Rules or disturbing the quiet enjoyment of other residents, your account could be fined for each occurrence. Also, if the incidents persist, the Board has the right to have the animal removed from the property

H. MISCELLANEOUS

Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Governors, except that any waiver granted pursuant to Section 9 (a) and 9 (c) of the Master Deed, (also found in Section (c), 1 (a) and (c) hereof) cannot be replaced.

The agents of the Board of Governors or management and any contractor or workman authorized by the Board of Governors, may enter any room or Unit in any building at any reasonable hour of the day after notification (except in the case of emergency) for the purpose of inspecting such Unit for the reasons of safety or operational necessity and for the presence of any vermin, insect or other pests

If any keys are entrusted by a Unit owner or occupant or by any member of his/her family, agent, servant, employee, licensee or visitor to any employee of the Board of Governors whether for such Unit or for an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit owner or occupant, and the Association shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

To prevent the freezing of pipes and other types of frost damage to the buildings, each Unit Owner shall keep his/her Unit heated to not less than 50 degrees Fahrenheit at all times during the heating season, whether or not the Unit is occupied.

I. VACATION POLICY

At all times, but especially during the winter months, the following rules are implemented to protect each Unit (and other Units in the same building) should there be a problem with frozen pipes, gas or electrical outage, etc. while the unit is empty. With the information listed below, management will be in the position to know what Units are vacant and require immediate attention.

Before you leave for vacation the following checklist must be completed:

1. Contact the current clerk of the Board, either by e-mail or phone, and state the dates your Unit will be vacant. Also, please give the name of any family member, neighbor or other person who will have access to and/or will be checking on your unit
2. Leave a contact number where you can be reached, if possible
3. Turn off water value to the hot water heater
4. Turn off all cold-water valves
5. Turn off water values to the washing machine
6. During winter months, set the thermostat no lower than 50 degrees

In the event you experience any difficulty in completing these items, please call management or a current member of the Board of Governors for assistance. It is not required but advisable to also leave contact information with the Board of Governors in the event of an emergency requiring entry during weekends, holidays, evenings, etc. This is to prevent damage to your unit for which you will be responsible

J. VIOLATIONS

In the event of a violation notice under Section G, ANIMALS which requires action within three (3) days, the owner may request a hearing before the Board of Governors.

When a violation is received by Management; Management will make a determination whether the violation exists. The identity of the person giving notice of the violation will be kept anonymous. If it is determined that a Unit owner is in violation of these Rules and Regulations, Management will promptly notify the Unit Owner by Certified Mail, detailing the non-compliance. The Board of Governors shall be notified simultaneously by e-mail or regular mail. To avoid penalties, the Unit Owner must:

Correct the non-compliance or, if the non-compliance cannot reasonably be corrected within seven (7) days, inform Management in writing prior to expiration of the seven (7) day period, that the non-compliance will be corrected, stating a schedule to do so. If the Unit Owner seeks a correction period longer than seven (7) days, Management will turn the matter over to the Board of Governors for determination. The Board may deny or concur with the proposed schedule, or establish a schedule for compliance by the Unit Owner.

Within the seven (7) day grace period the Unit Owner may request a hearing before the Board to either request an exception, or to argue that he or she is in compliance. The decision of the Board to determine compliance, to grant or refuse an exception, and to establish a date for compliance, will be final.

If any non-compliance is not corrected with the time allowed, the Unit Owner shall be assessed a penalty of \$25.00 (twenty-five) per day until the non-compliance is corrected. A Notice of Assessment, including a final correction schedule, will be sent to the Unit Owner by Certified Mail.

Assessments will become effective upon expiration of the correction schedule period if a correction has not been affected.

Penalties assessed pursuant to this Section J shall be due and payable with the next Maintenance Fee and if the non-compliance persists, with succeeding Maintenance Fees. If payment is not received by the due date, the Board may place a lien on the Unit. Legal fees and expenses incurred by the Association to enforce this Section J shall be borne by the Unit Owner.

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Any Rule found to be invalid shall not invalidate any remaining Rule in this document. In the event of any conflict, the By-Laws, Master Deed, Special Permit and the General Laws of the Commonwealth of Massachusetts will take precedence over these Rules.

These Rules and Regulations are effective as of June 1st, 2024. They supersede a. prior revisions and will remain in force until rescinded or amended by the board of Governors