



## Condo Rules and Responsibilities (Effective 1 January 2012)

Each Resident of Indian Brook plays a part in keeping this community safe and pleasant for everyone. These rules are intended to allow all Residents to make Indian Brook their home. It is the Resident's responsibility to be aware of all of the rules of the community, the ones presented here and the ones in the Condominium Documents. Each Unit Owner is responsible for any and all activities within his or her unit. Activities that result in any violation of local, county, state, or federal laws are prohibited.

The Trustees recognize that life brings many special circumstances. They will work with a Resident if a special situation arises that requires rules to be waived for a time. Since interpretations of the rules will vary from individual to individual, the Trustees reserve the right to arbitrate.

### Definitions

- **Unit Owner:** The person(s) whose name(s) are on the deed for the particular unit.
- **Resident:** The use of this word is intended to include the Unit Owner and any other people sharing the Unit Owner's living space at Indian Brook. In a rental situation, "Resident" applies equally to the owner(s) of the unit, the renter(s), and any other occupant(s).
- **Common Area:** Areas that are part of Indian Brook, but not inside any unit, including streets, parking lots, grassy areas, mulched areas (including the mulched areas abutting units), areas underneath the front and back decks, and walkways.
- **Exclusive Use Area:** Parts of the Common Area set aside for the exclusive use of each unit. At Indian Brook, this is the front and back decks and the stairs leading up to them.
- **Condominium Documents:** The Master Deed and its amendments, the Declaration of Trust, including the by-laws, and these Rules and Responsibilities of Indian Brook Condominium.
- **Common Charges:** Condo fees, any supplemental fees, and any other miscellaneous charges such as fines assessed to the unit.
- **Management Company:** Currently-contracted vendor that provides off-site property management to Indian Brook.

Any dollar amounts listed in this document (marked with an \*) are current as of the publication date and may change at any time.

## Section 1: Legal

1. USE: Indian Brook is residential, and units are for residential use only. This use includes the common recreational purposes for which the property is designed. Home offices are allowed as long as they do not generate traffic within Indian Brook, with the exception of parcel and courier delivery services. Professional offices and businesses that draw non-residents are not permitted.

2. SIGNAGE: There are two instances in which business or personal signage is permitted:

- Residents are permitted to display one (1) small alarm company notice in a front window, and one such notice in a back window or French door.
- Signage for one-day events, such as yard sales and open houses, is permitted on the day before and the day of the event and is to be removed in a timely manner.

3. USE OF COMMON AREAS: All of Indian Brook's Residents share the Common Area. Personal items may be used there, but should be stored elsewhere when not in use. Such items should be put away, out of sight, each day. The Resident is responsible for policing any Common Areas used by the Resident, his occupants, or guests, in a timely manner.

4. ITEMS ALLOWED IN THE COMMON AREAS ABUTTING UNITS: Flowers in pots or supported by trellises are allowed. Residents may also place up to four (4) decorative items in the mulch beds abutting their units, provided the items are not more than 36 inches in height, and that such items be neutral in coloration - tan, grey, stone, or the color of the siding or shrubbery.

5. FIREWOOD: Neatly stacked firewood may be stored in a Common Area. The placement of the wood should allow for easy passage, be elevated, not crush any plantings, not exceed four (4) feet in height, and be at least three (3) feet from any building element, including the deck, to discourage pests. The Trustees maintain the right of removal.

6. ITEMS NOT ALLOWED IN THE COMMON AREAS:

- Fountains and water features
- Landscape lighting, such as solar lights
- Artificial flowers, plants, or plastic animals
- Larger items such as benches, wagons, wine barrels, and bridges
- Trampolines
- Bird feeders (Bird feeders are allowed in Exclusive Use Areas *only*.)

7. OBSTRUCTION OF COMMON AREAS: Permanent and semi-permanent structures and items including but not limited to compost bins, forts, sandboxes, sheds, dog runs, or coops are not permitted. Temporary structures rented for celebrations, that are used for limited periods, such as storage pods, party tents, and moonwalks, are allowed but require notification of the Management Company. One-day events, such as yard sales, are also allowed with notification.

8. COSTS: The Resident is responsible for cleaning up any Common Areas used in a timely manner. Any maintenance or clean-up costs incurred by Indian Brook due to unit activity are billed back to the Unit Owner.

**9. OCCUPANCY LIMITS:** No more than (3) adults, or two (2) adults and (2) children, may occupy any single unit. *{From the Declaration of Trust article VII section 11c}.*

Town by-laws limit each unit to two bedrooms to prevent Indian Brook from exceeding the capacity of the sewage treatment plant. Basements located within buildings may not to be used for “dwelling purposes” (bedrooms) as defined by the Hopkinton By-Laws.

**10. MONTHLY CONDO FEES:** Each Unit Owner is a member of the Indian Brook Association and has a financial obligation to the Trust for his/her share of the common expenses. Monthly fees are due on the *first* of each month. If payment is not received by the 20th of the month, a \$25\* late fee is automatically applied on the 21st of the month. Unit Owners are *not* given warnings before this occurs.

Unpaid balances are referred to an attorney for collection after sixty (60) days. The cost of such collection action is billed back to the Unit Owner. Late payments, along with any other late charges, and any fines or penalties, automatically become a lien on the property and, in most cases within 60 to 90 days, cause the mortgage to be in default *{Mass. General Law c. 183A}*. Special assessments or supplemental fees instituted by the Trustees are treated the same way.

Unit Owners are charged a \$25\* administrative fee plus any bank charges for returned checks.

**11. RENTAL OF UNITS:** Unit Owners wishing to rent their unit or part of their unit must comply with the following:

- A. No more than the number of units permissible under the current Fannie Mae (FNMA) rules are permitted to be rented. The current limitation is 40% of the units.
- B. No one Unit Owner may own an interest in more than 10% of units.
- C. Any Unit Owner desiring to rent his or her unit must obtain approval from the Management Company. The Management Company promptly determines if the rental limit has been reached. If it has not, and if the Unit Owner has no outstanding Common Charges, a conditional permission to rent is granted and the Management Company provides all requisite form(s) to the Unit Owner.
- D. Within sixty (60) days of receiving the conditional permission to rent, the Unit Owner submits to the Management Company the following, or permission is rescinded:
  1. A signed copy of the rental agreement that must contain the following provision: “This agreement is subject to the provisions of the Master Deed, the Declaration of Trust, including the by-laws, and all rules and regulations issued thereunder of the Indian Brook Condominium. Any failure to comply with the terms of such documents will be a default hereunder.”
  2. The Management Company’s requisite form(s).
  3. A Limited Power of Attorney executed by the Unit Owner.
  4. A check for \$25\* made payable to the Indian Brook Condominium Trust to defer the costs of processing this request and for providing a copy of the Condominium Documents to the Unit Owner for provision to the renter(s).
- E. The term of the rental agreement may be for a maximum of one (1) year; no more than two rental agreements may be executed in one year for each unit.

- F. If the above limit has been reached, the Management Company maintains a waiting list of Unit Owners requesting permission to rent and notifies them as openings occur.
- G. Rental agreement renewal is granted unless the Unit Owner is delinquent in payment of Common Charges, or the tenant is in violation of the tenant agreement to abide by all conditions in the Condominium Documents, or for such other lawful cause identified by the Trustees.
- H. Any failure to comply with these rental rules may result in fines charged to the unit according to the following escalating scale:
  - 1. \$50\* for the first 30 days in violation
  - 2. \$250\* for the second 30 days
  - 3. \$500\* for each month thereafter
  - 4. Fines are enforceable as unpaid Common Charges, including the Trust's right to recoup attorneys' fees and costs.
- I. Occupancy limits, as outlined above, apply.

The Trustees are empowered to impose fines upon any Unit Owner whose tenant fails to comply with the Condominium Documents. The Trustees first give the renting Unit Owner written notice of any violation by the tenant and an opportunity to correct the violation. A fine is only imposed upon a failure to correct the violation. This same procedure is followed before the Trustees exercise their rights to seek an eviction of a tenant under the Limited Power of Attorney.

**12. PARKING:** Residents have one (1) deeded parking space, and one (1) assigned parking space as designated by the Trustees. Residents' vehicles must fit within their designated parking space(s). Any resident requiring more than two (2) spaces should contact the Management Company to determine if an additional space is available. However, availability of an additional parking space is *not* guaranteed. Residents should not habitually use designated visitor spaces or Indian Brook Road for overnight parking of their own vehicles. Parking maps are available on the Indian Brook website.

Commercial vehicles, such as a moving truck or a truck owned by a vendor hired by a Resident, are allowed to park in deeded or assigned spaces, or on Indian Brook Road on a temporary basis. Temporary parking of a dumpster in a Resident's deeded or assigned space needs the prior approval of the Management Company.

Indian Brook prohibits Residents from parking or storing disabled vehicles, heavy commercial vehicles, motorized boats, trailers, RVs, ATVs, golf carts, or snowmobiles. The Management Company reserves the right to tow any non-compliant vehicle at the Unit Owner's expense.

Cleaning, washing, or waxing a vehicle is permitted, as long as this is done in compliance with Town of Hopkinton water restrictions. No mechanical repairs or maintenance (oil change, tune-ups, etc.) of vehicles are allowed, except for emergency repairs and service (such as changing a flat tire, windshield replacement, jump starting).

**13. VISITOR PARKING:** Residents are responsible for seeing that neither they nor their visitors interfere with the right of other residents to the appropriate use of the parking areas. Residents should direct their visitors to their own unused deeded or assigned space, then to designated visitor parking spaces, or to temporary parking on Indian Brook Road.

**14. VANDALISM:** Residents, their children, and their guests are expected to respect the community, including all Indian Brook property and the personal property of others. Vandalism in any form is not tolerated. Any violators are expected to make reparations for damage caused, may be fined by the Association, and may be prosecuted to the full extent of the law.

Residents who experience breakage, damage, destruction, defacing, or tampering with any part of their personal property are encouraged to file a police report. The Management Company should also be notified.

**15. STRUCTURAL INTEGRITY OF THE BUILDINGS:** Any construction, alteration, or remodeling work within any unit that can impact the structural integrity of any building, building component, or the building's fire rating, needs the prior approval, on each occasion, of Hopkinton's building inspector. All construction needs to follow local building codes and laws.

**16. USE OF THE SEWERS/STORM DRAINS/SEWAGE TREATMENT PLANT (STP):**

These are the guidelines for keeping the STP in proper working order:

- Residents should not put grease, oils, fats, or meat scraps down any drain. Grease is the number one cause of sewer stoppages. Grease clogs both sewer pipes in the home and in the STP. Cleaner pipes lead to fewer maintenance calls, saving the Association money. In addition, greases, oils, and fats cause the most sewage odors.
- Residents should not flush diapers, wipes, facial tissue, paper towels or napkins, condoms, tampons or sanitary napkins, bandages, gauze, cigarette butts, matchsticks, coffee grounds, or kitty litter. Dispose of these items in the regular trash. Improper disposal causes costly blockages and pump failures. These items also fill up the STP trash trap leading to more frequent tank pumping, costing everyone additional money.
- Residents should not flush or pour down the drain strong medicines or antibiotics. Such items adversely affect the microorganisms used to treat waste. A "kill" or "die-off" of these organisms requires a costly re-seed of the facility.
- Residents should not connect a garbage disposal to the system. A garbage disposal only grinds the waste into smaller particles which eventually settle out in the trash trap leading to the issues noted above. If a disposal already exists in a Resident's unit, it should be used sparingly.
- Residents should be aware of their water use around their home and try to limit water use whenever possible. The STP's lifespan will be increased if Residents help avoid taxing the system.

**17. MAINTENANCE AND REPAIR:** Each Unit Owner is obligated to maintain his or her own unit and keep it in good order and repair. Please refer to the Master Deed as to what parts of the unit are the responsibility of the Unit Owner. The Master Deed is available from the Management Company and on the Indian Brook website.

## Section 2: Liability

**18. MASTER INSURANCE:** The use or storage of any material(s) that would result in the cancellation of the Association's master insurance policy or result in an increase of the insurance rates must have the express prior written consent of the Trustees. Any other action(s) that would result in the cancellation of the Association's master insurance policy or result in an increase of the insurance rates is prohibited. Residents may request copies of the master insurance policy from the Management Company.

**19. HOMEOWNER'S AND RENTER'S INSURANCE:** Residents are advised to carry insurance for their own benefit insuring their wall coverings, fixtures (to the extent not covered by the master insurance policy), furniture, furnishings, flooring, and other personal property. This includes damage that comes from the Common Area – for example theft or losses caused by inflows of water. Any such losses are not borne by the Trust, unless the liability was caused by the Trust's negligence. The master insurance policy's deductible, currently \$5,000\* per incident, is the Resident's responsibility.

**20. ABUSE OF SYSTEMS:** Any damage caused by the misuse of Indian Brook's mechanical, electrical, lighting, sewage, or other building service systems is billed back to the unit of the Resident, or guest of the Resident, who caused it.

**21. EXTERIOR OF UNITS:** Hanging items on the building walls or displaying items in the unit windows is prohibited in order to protect the Common Areas and keep the property looking uniform. Window air conditioners, awnings, canopies, and exterior shutters may not be installed. Wreaths are acceptable. For uniformity within the community, window treatments of any type should appear neutral from the exterior of the unit, and windows should have muntins or glazing bars.

**22. DECKS:** The front deck, back deck, and the deck stairs are Exclusive Use Areas. However, Residents should keep in mind that decks are viewed by neighbors and the whole community and therefore should be kept neat and orderly. They shouldn't be used as storage areas. Large items, such as watercraft, should not be stored on or under decks.

Baby gates may be used on decks, both to keep children safe and to ensure that attended animals stay in the Exclusive Use Area, but should be removed when not in use.

Because of the fire hazard, fire pits may not come within three (3) feet of any deck surface.

**23. HAZARDOUS MATERIALS:** No Resident may bring into, or keep in his or her unit, or any part of Indian Brook, any gasoline, kerosene, or other hazardous, flammable, combustible, or explosive fluid, material, chemical, or substance. Exceptions include lighter fluid, cleaning agents, and other materials that are incidental to residential use, personal oxygen tanks, and propane tanks for grills.

## Section 3: Safety

**24. ACCESS TO UNITS:** The Management Company has the right of access to each unit for emergency repairs. If the Management Company must make a forced entry for an emergency repair, the Unit Owner is responsible for any damages caused by the entry.

Each Resident should make the Management Company aware of emergency contacts who have a key to his or her unit for use in emergencies. The Resident accepts the risk and sole liability for any distribution of keys undertaken. There are no cases where the Trustees or the Management Company need to be entrusted with a Resident's keys.

Residents of the units that have the water shut-off valve for the entire building are encouraged to let the Management Company know who has a key to their unit (see below).

1, 5, 12, 16 Birchwood	1, 5, 9, 16 Doyle
1, 5, 12, 16 Leman	3, 6, 10, 14 Lilac
4, 5, 12 Rosewood	4, 8, 9, 13, 17 Turnbridge
4, 8, 9, 13 Weybridge	

**25. SNOW REMOVAL:** Residents should cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicle owners should move their car(s) from the parking area until snow plowing is complete. Residents are responsible for ensuring that the secondary means of exiting their home is clear of snow.

#### Section 4: Livability

**26. OFFENSIVE ACTIVITY:** No Resident or visitor may interfere with the rights, peaceful enjoyment, or convenience of another Resident. Noxious or offensive activities causing annoyance or becoming a nuisance to other Residents are not permitted.

**27. NOISE LEVELS:** Residents are responsible for ensuring that their entertainment and activities do not interfere with their neighbors' enjoyment of their own environment. The volume of televisions, radios, stereo equipment, musical instruments, and the like should be kept at a sound level that does not disturb or annoy other Residents. Home repairs are limited to the hours of 7 AM to 8 PM. Residents should be considerate at all times and be tolerant of temporary inconveniences, because life in a condo community comes with shared walls. Events hosted by Residents should follow these guidelines.

**28. HOUSEHOLD PETS:** Any Resident desiring to bring a dog or cat into the community must register the pet with the Management Company.

- A. No single unit may have more than two (2) dogs or cats total, but the Management Company can exempt any required animal, such as a seeing-eye dog, upon request.
- B. The keeping of birds, fish, hamsters, and/or gerbils is at the discretion of the Resident as long as these pets are properly caged, or in aquariums. Such pets do not have to be registered.
- C. Neither reptiles, nor "exotic" animals, are allowed in the community. Should the Trustees approve the keeping of pets other than those species listed, the Trustees may require such pets to be registered, leashed if in the Common Areas, and to count against the pet limit in part (A).
- D. Deliberate breeding of registered pets is not permitted. Unexpected litters are subject to these rules after 45 days.
- E. No dog is allowed in the Common Areas unless it is on a leash held by the Resident or other responsible individual. {Hopkinton town bylaw.} All pets in the Common Areas must be under the control of the owner at all times.
- F. No pet may be tied to any part of the Common Areas or Exclusive Use Areas and left unattended at any time.

- G. Residents are responsible for picking up and disposing of any leashed pet's waste. No waste is to be placed in the storm drains on the property, or in any other part of the Common Area.
- H. Residents are responsible for any damage caused by their pet. Each owner will hold the Trustees and each of the other Residents harmless against loss, liability, damage or expense for any actions of his or her pet(s) within Indian Brook.
- I. The repair of any damage caused by a pet is the responsibility of the owner of the unit in which the pet lives or is visiting. The Trustees will repair, to their satisfaction, any such damage not repaired by the Resident, and the unit will be assessed the cost of such repair.
- J. The Trustees may, at their discretion, request the permanent removal from the community of any pet that injures someone, or repeatedly causes or creates a nuisance, unreasonable disturbance, odors, or excessive noise.
- K. If the Town of Hopkinton requires an annual registration for any pet, then a copy of that registration should be forwarded to the Management Company.
- L. Residents are responsible for insuring that guest animals adhere to the same rules. Any violations of the limits on dogs and cats in place when this rule takes effect are grandfathered, as long as the pet owner notifies the Management Company within 30 days of the implementation of these rules.

29. LANDSCAPING: Residents may plant *annual* flowers in mulched areas abutting their units. Removing or planting trees, shrubs, and perennials requires prior written approval of the Landscape Committee or Trustees. All approved Resident plantings that are not annual flowers become the property of the Association, because the Association must maintain these plantings. Residents may not trim or remove trees, shrubs, or plants, or alter existing beds. Any Resident with a request or concern with the landscaping should contact the Management Company.

Vegetables and herbs should only be grown in pots in the Exclusive Use Areas, because Indian Brook regularly sprays the mulched beds with pesticides and herbicides.

30. LAMPPOSTS: Nothing should be attached to the lampposts or lanterns, nor should anything be planted at their bases. Climbing vines are especially destructive.

31. TRASH: A private contractor collects trash at Indian Brook once a week. Any trash intended for disposal should be placed on the asphalt at the end of walkways, and not on the grass. Trash should be put out after 7 PM the night before pick up and trash barrels should be put away by 11 PM on the day of pick up. Barrels should be neutral in color with lids that close securely. Lids are required to keep trash from blowing out and any animals from getting in. Any trash not in a barrel should be bagged or wrapped securely for the same reasons. When not awaiting pickup, barrels should be stored neatly, upright, and out of sight as much as possible.

32. WHAT NOT TO INCLUDE IN THE TRASH: Indian Brook's current contract with the trash company prohibits placing any non-latex paint, engine oil, antifreeze, or other toxic, lead-, or mercury-based substances in the trash. The contract specifically prohibits "any radioactive, volatile, corrosive, acidic, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or other hazardous material." Large items, such as furniture or

appliances, are not part of the contract. Residents should arrange for removal of these items at their own expense.

33. RECYCLING: Recyclables may be brought to the Hopkinton Recycling Center located on Wood Street (Rte. 135) at the Hopkinton/Westborough town line.

34. LITTERING: No paper, cans, bottles, cigarette butts, or other trash should be dropped or left in the Common Areas. Please deposit these items in proper receptacles.

35. SATELLITE DISHES: Federal law protects the use of satellite dishes. The number of dishes is limited to two (2) maximum per unit, each not exceeding 26 inches in any dimension. Site approval prior to installation is mandatory. Residents should work with the Management Company to find a suitable location that does not impact their neighbors' enjoyment of the community.

36. FLAGS: Federal law protects flying of the American flag. Indian Brook allows another national flag to be flown instead. Flags and banners other than national flags are prohibited. Only one (1) flag per unit is permitted. Flags may be no larger than 3 foot by 5 foot, and may only be mounted from the deck structure. The pole may not exceed 4 feet in length, and may not extend over the eaves. Residents can work with the Management Company if they need to find a suitable site for mounting.

37. LAUNDRY: Residents may not hang or display laundry outside of their unit, in any Exclusive Use Area, or in any Common Area. Examples include beach towels, clothes, sheets, rugs, and drapes.

38. MOVING: Moving into or out of a unit should be between the hours of 7 AM and 8 PM.

## Section 5: Enforcement

39. VIOLATIONS, WARNINGS, AND FINE STRUCTURES: The Management Company, upon receipt of a written complaint alleging a violation of any of the rules, makes a determination as to the validity of the complaint. If the complaint is found valid, the Management Company proceeds with the following steps:

- A written notice is sent to the Unit Owner of the unit involved in the violation.
- If the violation is not corrected or eliminated within the period specified in the notice, the Trustees are asked to impose monetary fines or penalties for the violation.
- Another notice levying the fine is then sent to the Unit Owner. This fine is considered an additional Common Charge to the account of the unit and is treated as such regarding late penalties and liens upon the property as provided in the Declaration of Trust.
- If, after the imposition of a fine, the violation is still not corrected or eliminated, escalating fines may be assessed after serving written notices to the Unit Owner of the violating unit.

Unit Owners are jointly and severally liable with their tenants and guests for the payment of fines levied.

In the event the Condominium institutes legal action for the collection of any fines or their enforcement, the Defendant is responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

### Section 6: Summary

**40. AMENDMENT:** The Trustees have the obligation to periodically review these Rules and Responsibilities for the benefit of the member community. The Trustees' intention is to be thoughtful and fair when deliberating issues that may require amendments. However, this is a diverse community with many sensibilities. Residents who wish to amend or appeal any of the Rules and Responsibilities should contact the Management Company for the appeals process.

**References:**

*From the Declaration of Trust article I section 2e*

*From the Declaration of Trust article IV sections 4, 9, and 10*

**41. SEVERABILITY:** In the event that any rule, or any portion thereof, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of any other rule or any portion of any rule which has not been held to be invalid, illegal, or unenforceable.

**42. DELEGATION OF POWERS:** The Trustees have the authority and duty to enforce these rules, but, at their discretion, may delegate such enforcement authority and duties under these rules to whomever they deem desirable.