

Middlesex South Registry of Deeds
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Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

**CERTIFICATE OF VOTE AND RESOLUTION OF THE
BOARD OF GOVERNORS OF THE VILLAGES AT QUAIL RUN CONDOMINIUM
ASSOCIATION, INC.**

This Certificate of Vote and Resolution is made this 3rd day of July, 2019, by the Board of Governors of the Villages at Quail Run Condominium Association, Inc.

WHEREAS, the Master Deed and By-Laws of the Villages at Quail Run Condominium are recorded with the Middlesex South District Registry of Deeds at Book 35747, Page 213, and Book 51379, Page 419, respectively, as amended; and

WHEREAS, Article VIII, §12 of the By-Laws authorizes the Board of Governors to adopt Rules and Regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed, and are designed to prevent unreasonable interference with the use by the Unit Owners of their units and of the common areas and facilities; and

WHEREAS, the Board of Governors desires to update all of the existing Condominium Rules and Regulations.

NOW THEREFORE, the Board of Governors, acting pursuant to the authority contained in Article VIII of the By-Laws, and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby promulgate the following new Rules and Regulations of the Villages at Quail Run Condominium:

All previously promulgated Rules and Regulations recorded with the Registry of Deeds are deleted in their entirety and replaced with the new Rules and Regulations attached hereto as "Exhibit A".

IN WITNESS WHEREOF the Board of Governors has executed this instrument under seal this 3rd day of July, 2019.

William McPhail

Print Name: William McPhail

Klaus Scheller

Print Name: Klaus Scheller

Diane Bemis

Print Name: Diane Bemis

Patricia Ritter-Waltrup

Print Name: Patricia Ritter-Waltrup

Michael T. McCormick

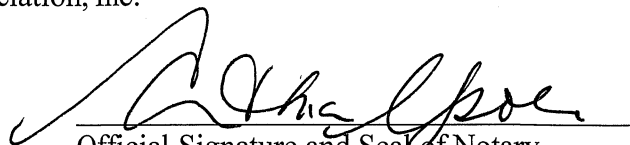
Print Name: MICHAEL T. M' Cormick

COMMONWEALTH OF MASSACHUSETTS

Mildkser, ss.

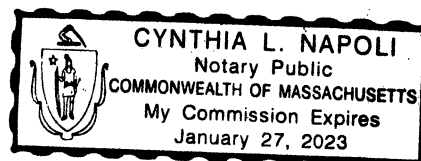
July 3, 2019

On this 3rd day of July, 2019, before me, the undersigned notary public, personally appeared Patricia Butler-Waltrup, proved to me through satisfactory evidence of identification, which was Driver's License, to be a person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized member of the Board of Governors of the Villages at Quail Run Condominium Association, Inc.

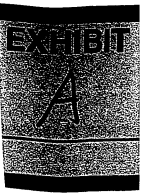


Official Signature and Seal of Notary

My Commission Expires: Jan 27, 2023



Revised Rules and Regulations of The Villages at Quail Run Condominium Association, Inc.
As amended and effective June 3, 2019



The undersigned, being a majority of the Board of Governors ("Board") of the Villages of Quail Run Condominium Association, Inc. ("Association"), which Association is the organization of unit owners of The Villages at Quail Run Condominium, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated June 14, 2002, and recorded with the Middlesex County South District Registry of Deeds in Book 35747, Page 213, as may be amended, do hereby adopt the following Rules and Regulations.

1. No part of the property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. Each unit shall be used as a residence for a single family, its servants and guests.

Each-unit is restricted to residential use. One occupant must be age fifty-five (55) years or older. No children under the age of eighteen (18) years of age can live permanently on the premises. Overnight adult guests shall be allowed for reasonable visitation periods. Children, grandchildren, family members, or friends may visit for a period not to exceed two (2) weeks per visit.

2. There shall be no obstruction of the Common Elements nor shall anything be stored on the Common Elements without the prior consent of the Board of Governors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Governors.
3. Nothing shall be done or kept in any unit or on the Common Elements, which 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/resident shall permit anything to be done, or kept in the unit, or on the Common Elements which will result in the cancellation of insurance for any of the Common Elements or units contents thereof which would be in violation of any law.
4. No animals of any kind shall be raised, bred or kept in any unit or on the Common Elements, except dogs (not to exceed thirty pounds [30 lbs.]), and indoor cats. Both must be kept in the units, not to exceed two (2) per unit and subject to the rules and regulations adopted by the Board of Governors, provided that they are not kept, bred or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance, based on notice, shall be removed permanently from the property upon three (3) days written notification from the Board of Governors. In no event shall any dog or cat be permitted in any portion of the Common Elements, unless carried or leashed, or in any grass or garden plot under any circumstances. It will be the responsibility of the unit owner/resident to remove all animal waste from public areas as it occurs.
5. No noxious or offensive activity shall be carried on in any unit or on the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants. Unit owners/residents shall not cause or permit anything to be hung or displayed on the outside walls or doors of the building. No signs, awnings, canopies shutters, or radio or non-satellite television antennas shall be affixed to or placed on the exterior walls or doors, roof, or any part thereof or exposed on any window, without prior consent of the Board of Governors.
6. Unit owners/residents shall not cause or permit a window air conditioner to be installed without prior consent of the Board of Governors. Each unit owner/resident shall be obligated to maintain and keep their unit in good order and repair. No guns or weapons of any kind may be used may be used in the Common Elements. No unit owner/resident shall make or permit disturbing noises

on the Common Elements or units by the unit owner/resident or family, servants, employees, agents, visitors and licensees of such owner/resident, nor are permitted anything by such persons that will interfere with the rights, comfort or convenience of other unit owners/residents. No unit owner/resident 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 on 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.

7. Nothing shall be done in any unit or on the Common Elements which will impair the structural integrity of the building or which would change the structural integrity of the building or which would change the structure of the building.
8. No clothes, sheets, blankets, laundry or similar articles shall be hung out of a unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Each unit owner/resident shall keep his/her unit in a good state of preservation and cleanliness and shall not sweep; throw; permit to be swept or thrown therefrom, or from the doors, windows or decks thereof; any dirt or other substance.
9. No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising may 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. Signs such as "For Sale", "For Rent", or "For Lease" are temporarily allowed during the time of the active showing of a unit by the owner/resident or their agent.
10. All radios, televisions or other electrical equipment of any kind or nature installed or used in each unit shall comply fully with all Rules and Regulations, requirements of the Fire Department and the public authorities having jurisdiction, and the unit owners/residents alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.
11. The agents of the Board of Governors or the managing agent and any contractor or workman authorized by the Board of Governors and/or the managing agent may enter any room or unit in the 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 presence of any vermin, insect, other pests, or other condominiums related issues.

If alterations or repairs to the electrical or plumbing system in any unit are scheduled by any unit owner/resident that might cause disruption to any other owner/resident in that building, they shall notify the property manager who will in turn notify those who might be affected. At least 72 hours' notice must be given, except in an emergency. Since the plumbing is a Common Element, the Board or the property manager reserves the right to pre-approve the contractor.

12. No unit owner/resident or any of his licensees, lessee's, or visitors shall at any time bring into or keep in his unit any flammable, combustible, or explosive fluid material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
13. If any keys are entrusted by a unit owner/resident or by any member of his/her family, agent, servant, employee, licensee, visitor, or the Board of Governors whether for such unit or an automobile, truck or other item of personal property, the acceptance of the key shall be the sole risk of such unit owner/resident and the Board of Governors shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
14. 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 for all four.

15. No petroleum products may be added to or removed from any internal combustion engine within any unit or Common Element of the condominium. No repairing of automobiles shall take place within the condominium, nor shall the parking spaces be used for any purpose other than to park a registered motor vehicles and bicycles, excluding specifically trucks, commercial vehicles, and trailers for maintenance or repair purposes.
16. To prevent the freezing of pipes and other types of frost damage to the buildings, each unit owner/resident shall keep his or her unit heated to not less than 55 degrees Fahrenheit at all times during the heating season, whether or not the unit is occupied. In addition each unit owner/resident shall turn off the water leading to the outside sill cocks prior to onset of cold weather.
17. Unit owners/residents 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 vehicles, mini-vans and vans, and are subject to the obligation to keep the driveway surface in a clean and safe condition. All driveways and parking areas shall be part of the Common Element and facilities of the condominium subject to regulation by the Board of Governors whose regulations shall not be inconsistent with the exclusive rights of the unit owners/residents to use their driveways.
18. No commercial vehicles (except in connection with service or maintenance being provided to a unit or Common Element), boats, trailers, mobile homes, campers, ATVs, buses or recreational vehicles of any kind shall be permitted to be parked in any of the driveways or parking areas. No unit owner/resident or any of his licensees shall bring to the premises any motor vehicle which has thereon any sign, advertising, company logo, or other writing, or display other than that of the manufacturer of the vehicle.
19. All other common parking, driveways and related facilities shall be a part of the Common Element and facilities of the condominium to be shared by all unit owners and their guests; however, all such facilities shall be subject to regulation by the Board of Governors and may include, without limitation, the adoption of reasonable rules and regulations which allow for:
 - a) Visitors to park near their host.
 - b) Unit owners as long as they do not block a driveway, entrance or exit and do not interfere with snow removal during the winter months.
 - c) Control or limit the number and location of parking spaces which may be used by occupants of any unit. Only one unit owner/resident vehicle may be parked in the satellite parking area at any given time.
 - d) Provide for the efficient removal of snow or the making of repairs to the parking areas and other Common Elements and facilities.
 - e) Ensure that parking spaces are not being used by vehicles other than those owned by unit owners/residents or their guests.
 - f) No vehicle registered to a unit owner/resident, unit owner/resident guests or family members shall be parked overnight in one of the satellite's parking spaces for more than three consecutive days. All cars are subject to being towed at the owner expense.
 - g) Under no circumstances may any vehicle be parked on grassy areas.

- h) Under no circumstances may any vehicle be parked behind the Community Center or on the street overnight. This includes the main streets and circle streets.
 - i) No vehicle shall be parked in such a manner as to impede the free passage of ANY vehicle through the streets or driveways at any time. Garage doors are to be kept closed unless the garage is in use. They may be left open less than eighteen inches for ventilation depending on the weather.
20. Trash and recycle totes may be moved to the street after 6:00 P. M. the evening before the collection day. They are to be on the street the day of trash and recycle collection before 8:00 A. M. All totes are to be returned to the garages by no later than 8:00 P.M on the day of the trash and recycle collection. Except for the totes at the Community Center, all totes are to be stored in the garage and not left on the Common Elements.
21. At all times, but especially during the cold 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. Before leaving on an extended trip (over ten days) please follow this checklist:
- a) Notify a trusted friend, neighbor, or relative with the dates the unit will be vacant. Advise them of the names of any other person(s) who may be staying or checking on the unit while the unit owner/resident is away. Leave them a contact number.
 - b) Turn off the water valve to the hot water heater. Unplug the cord leading to the water heater so there is no power being supplied to the tank in case the tank should become dry.
 - c) Turn off all cold water valves, including the valves connecting the hoses to the washing machine.
 - d) Set the thermostat no lower than 55 degrees Fahrenheit.

In the event a unit owner/resident experiences difficulty in completing these items please call the property management office and ask for assistance.

22. To allow for personalization to the exterior of the units the following rules and regulations have been adopted.
- a) Additional plants and/or statuary may be added to the planting bed in front of the unit, planting bed in center drive circles, sides of units, along decks, and the backside of the units. Nothing should be placed where it will interfere with the work of the landscape company. Should a unit owner/resident choose to plant in the planting beds, the side of their unit, along the deck or the backside of their unit, the Association will not be responsible for damage, weeding, or maintenance of the plantings. A blue stake is to be installed in all planting beds to indicate to the landscape company that the planting bed is being maintained by a unit owner/resident. For planting beds marked with a blue stake the unit owner/resident is responsible for the maintenance of the plantings. Shrubs and bushes in the front of all units will be pruned annually by the landscape company without regard to the blue stake to make sure they are properly maintained (i.e., no growth over the bottom of a kitchen window or top of the front porch). When planting, please be careful not to rupture irrigation lines, sprinkler heads and/or gas lines. Do not plant in areas where there are gas lines running along the sides of units. No trees may be planted in planting beds, on the sides of units or behind decks.
 - b) No plants are to interfere with the building foundation nor rest against the building wall or deck where they can abrade its surface. Planting beds on the side of units, along the decks or the backside of a unit are not to extend outward more than four feet from the building foundation or edge of the deck. All plantings must not interfere or restrict work of the landscape

company.

- c) Nothing is to be permanently attached to the deck railings or supports (e.g., privacy screens, poles for hanging plants, flower boxes, gates by steps, etc.).
- d) No loose or unsecured decorative objects are allowed due to the potential of unexpected storms, and extreme high winds that may develop.
- e) Up to three non-plant decorations are allowed in the planting area in front of a unit or center circle, on the sides of units, and behind decks. They may not be plastic, shiny, create noise, or could become airborne. The height of any solid (cement) or other objects in the planting area should not exceed 24 inches nor have a combined width and depth of over 30 inches. Cement objects are allowed to be either natural or white. No religious statuary is allowed. No objects of any kind are allowed on the lawn area or in immature trees. All deteriorated non-plant objects must be removed by the unit owner/resident.
- f) Solar cell lights may be used judiciously in planting beds provided they do not conflict with lawn maintenance. No colored solar cell lights are permitted in the unit and center circle flower beds. No solar cell lights are permitted around the ornamental trees.
- g) Flower pots on or around the porches, on driveways, white planter boxes on front porches, white or wood planter boxes on back decks and hanging planters are acceptable, as long as they do not interfere with lawn maintenance. Shepard's crooks with hanging baskets in unit and center circle flower beds are allowed, but must be secured in a fashion that will not be a hazard in severe weather. Shepard's crooks are not permitted in lawns or around trees.
- h) Bushes, shrubs and trees, exclusive of the planting beds, may be planted on the Common Elements by unit owners/residents, by individuals or groups with prior approval of the Board of Governors. The Board of Governors will not be held responsible for their survival
- i) All flower pots on driveways, along the walkways and around the porches must be removed during the winter for plowing and shoveling.
- j) Objects hanging from exterior walls are allowed if they are fastened with removable materials. Nails penetrating the cementitious siding are not allowed.
- k) Garage door remote control keypads may be attached to the garage door trim. Thermometers and sending units for remote thermometers are allowed attached inconspicuously to the PVC trim.
- l) A maximum of three hanging items may be displayed on the porch area of any unit, including one wind chime. No hanging items may be attached to the front porch ceiling.
- m) One wreath and one sign, not to exceed 100 square inches in area, are allowed on either the front door or adjacent exterior wall. The sign may state "Welcome", the family name, the unit number, be seasonal, or display a universal welcome.
- n) White non-blinking exterior decorative lighting is permitted from Thanksgiving to New Year's Day. Lights are not to be attached in any way to the walls, roof, or gutters. Nails are not allowed. All lighting and wiring, including extension cords, must be U.L. (Underwriter's Labs) rated for outdoor use and are not allowed to rest on stairs. Decorated lighted trees are allowed on unit owner/resident porches, and lights outlining porch railings and balusters are allowed. Decorations including lights, trees, reindeers, icicles, ornaments, or other free-standing decorations or statutes are not allowed in the planting beds, on the lawn area, trees, in the tree beds, or attached to the porch ceiling, roof or gutters. Neon blinking or oversized

lighted figures are not allowed on front porches, decks, under decks or in windows.

23. Only white furniture is allowed on front porches.
24. The rear deck furniture may be of any color or material. Propane grills and umbrellas are permitted. Charcoal Grills and smokers are not allowed by order of the Hudson Fire Department. Everything should be secured when not in use. Decks will be maintained by the Condominium Association.
25. No debris is permitted at any time under decks, in back yards, or other Common Elements. This includes but is not limited to deteriorated window boxes, used flower pots, plant clippings, etc. No potting soil or plant matter that is decomposable may be disposed in the trash or recycle totes per the Commonwealth of Massachusetts law.
26. The American flag may be displayed in compliance with applicable federal and state law. Other decorative flags and security service signs are not permitted. The flag should be brought down at dusk and be secured against any potential high winds. Screws may be used to fasten flag pole brackets to the vertical PVC trim on the porches or in the case of units with two car garage the trim between the garages. They must be long enough that they will not be ripped out by either the wind or the weight of the flag they are supporting. Recommended minimum length is at least one inch. Brackets are not allowed to be fastened to the horizontal trim (crown molding) over the porch or garage doors. A security service decal not to exceed 2" x 6" may be displayed on the small porch window.
27. Bird feeders are only allowed in the planting areas in front of units, planting areas in center drive circles, planting areas on backside of units, from decks, or in the immediate area behind the deck. No bird feeders are to be on the lawn or hanging from trees.
28. No reception antenna, satellite dishes, or structure used to transmit radio, television, cellular, or other signals are permitted to be installed by a unit owner/resident on the Common Elements.
29. The cost for removal of dead varmints from the inside of units once the outside access point(s) have been fixed will be shared equally by the Association and the unit owner.
30. Unit owners/residents that harass any contractor crew member will be fined \$25 per incident. If as a unit owner/resident you have a concern contact the property management company or a Board member.
31. The cost associated with calls to the afterhours property management number will be billed back to the unit owner if the call is deemed to not be an emergency by the Board of Governors.
32. Quail Run emails are to provide information of general or local interest that's specifically related to unit owners/residents. Quail Run email submissions are monitored and must conform to the following rules:
 - a) All messages for email distribution must be signed and dated by the unit owner/resident originating the message.
 - b) No bad language, profanity or pornography is allowed.
 - c) No statements that could be considered slanderous or libelous are allowed.
 - d) Emails are only sent to Quail Run unit owners/residents.

e) No business promotion topics, fund raising information or promotion of vendors are allowed.

If there are questions regarding the Quail Run email rules, please contact the Chairperson of the Communications Committee.

33. The role of the Social Committee is to schedule all community wide social events and handle all rentals and bereavement events. They are not responsible for any other community activities (e.g., book club). Responsibility for the scheduling and notification of other group events rests with the resident members of those groups. Please contact the appropriate Social Committee member to have your non-rental or bereavement event added to the calendar so scheduling conflicts do not occur.

The Community Center use is restricted to unit owners and residents. All scheduled activities must be open to all unit owners and residents. No non-community people are to be present unless the Community Center is being used for a rental or bereavement event. No activities that do not include all community unit owners and residents are permitted except for a rental or bereavement. However, complimentary uses of the Community Center are at the discretion of the Board of Governors and will require a \$100 security deposit.

Only unit owners are permitted to rent the Community Center or schedule a bereavement event. The responsible unit owner must always be present during these events.

Requests for variances to these rules will be considered on an individual basis by the Board of Governors upon written submission to the Board. 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

Violations of Rules, Regulations and By-Laws

When a written, signed complaint of a violation is received by the management company, the property manager will make a determination if a violation exists. If it is determined that a unit owner/resident may be in violation of these Rules and Regulations, the property manager will notify the unit owner/resident by mail detailing the noncompliance. To avoid penalties, the unit owner must:

1. Correct the non-compliance or, if the non-compliance cannot reasonably be corrected within seven (7) day, inform the manager 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, the property manager will turn the matter over to the Board of Governors for determination. The Board may concur with the proposed schedule, or establish a schedule for compliance with the unit owner/resident.
2. Alternatively, the unit owner/resident 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 for any violation of the Master Deed, Rules and Regulations, or Trust Documents is not corrected with the time allowed, the unit owner/resident shall be billed a penalty of \$10.00 (ten dollars) each day until the noncompliance is corrected. No additional notice needs to be sent.

Fines assessed pursuant to this section shall be due and payable with the next maintenance fee and if the non-compliance persists, with succeeding maintenance fees, legal fees and expenses incurred by the Association to enforce this section shall be borne by the unit owner/resident.

The unit owner/resident shall be charged the fine(s) on behalf of their guests and/or lessees in case of violation.

The Board of Governors, its agents, or its management company has the right to remedy any violation and charge the unit owner/resident responsible for any expense incurred. Fines that remain unpaid over 60 days, together with all costs and expenses of collections, including reasonable attorney fees, will constitute a lien on the unit as provided by Massachusetts General Law, Chapter 183A. Any rule found to be invalid does not invalidate any remaining rules in this document.

Condominium fees and all other applicable charges are due on the first day of each month with a fifteen (15) day grace period. Any and all payments received will be applied to the oldest charges first. Unit owners are required to send their payments in full and on time even if an invoice or coupon is not received.

Any unit owner whose payment has not been received in full and on time resulting in an outstanding balance of twenty five (\$25.00) dollars or more, will automatically be assessed a late fee of twenty five (\$25.00) dollars. A Notice of outstanding charges notice will be sent by the managing agent shortly after the fifteenth (15) of each month, including any late fees and/or other charges that have been assessed to the account of each unit owner.

If any unit owner wishes to dispute any charge(s) on his/her account, except for condominium fees and/or Budget Amendments, then he/she must:

- a) Pay the stated charges in full. Otherwise the unit owner's request to dispute the charge(s) will be denied and the charges will remain on the unit owner's account
- b) Submit a written request within thirty (30) days of receipt of said notice stating why the disputed charges should be waived. Furthermore, it is the unit owner's responsibility to ensure that the managing agent has received such request and to find out when the next Board of Governors will meeting be held.
- c) After receiving the unit owner's written request, the managing agent will acknowledge receipt of such request from the unit owner, as well as of the date of the next Board of Governor's meeting the request will be presented to the Board. In addition, the unit owner may attend the meeting in person to answer any questions from the Board. After the Board meeting, the managing agent will notify the unit owner in writing of the Board decision. If the Board approves the unit owner's request, then the unit owner's account will be credited for that specific amount and the unit owner's next monthly invoice will reflect the credit, or if the Board denies the unit owner's request, the unit owner will be deemed to have exhausted all further appeals and will remit payment in full as originally invoiced.
- d) The managing agent shall have no authority to waive late fees and/or any other charges without the approval of the majority of the Board of Governors.

These Revised Rules and Regulations are effective as of June 3, 2019 and will remain in force until rescinded or as amended by the Board of Governors.