

# CHAPMAN PLACE CONDOMINIUMS



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**First impressions are what attracted you to Chapman Place, these Rules and Regulations are put in place to keep those impressions alive. Because this is community living, please keep this in mind as you abide by them and keep our complex an enjoyable place to live. It is very important to maintain that delicate balance between allowing personal items outside and keeping our complex consistent throughout to continue to attract buyers to Chapman Place and protect our property values.**

## 1 PURPOSE OF UNITS

Each unit is to be used solely for residential purposes.

- NO unit shall be used for commercial activities of any nature.

Under no circumstances shall any unit owner, tenant or their guests bring into or store in any unit or storage area any combustible, explosive (such as gunpowder), flammable material, chemical or substance except such lighting and cleaning fluids customarily used for residential use. Under no circumstance may a unit owner, tenant or their guests do or permit anything to be done within the condominium community which would be in violation of any regulation of the local fire department, fire law, ordinance, or rule or regulation pertaining to same, which now exists or is hereafter promulgated by any public authority or by the Board of Fire Underwriters, or which will increase or tend to increase the risk of fire or the rate of fire insurance. Refer to section 5.2 for requirements regarding propane tanks.

## 2 NUMBER OF PERSONS IN EACH UNIT

Each unit is intended to be used solely as a single family residence.

**NOTE:** Unless you have a walk out basement it is against the law to have a bedroom in the basement.

## 3 CONDOMINIUM FEES

Condominium fees are due and payable on the first (1st) of each month. If condominium fees are not received in the office of the Managing Agent by the fifteenth (15th) of the month when due, a late fee, determined by the Board of Trustees, will be applied to your account. Any and all outstanding balances due will result in an automatic lien on the unit in default. Refer to the Collection Resolution for greater detail available through the Managing Agent.

## 4 COMMON AND EXCLUSIVE USE AREA

### 4.1 COMMON AREA DEFINITION

Common Areas of the complex are those areas jointly owned and maintained by all unit owners, including, but not limited to the following areas: buildings, paved, clubhouse, recreational, landscaped, exclusive use and any common areas defined in Master Deed.

### 4.2 COMMON AREA USAGE

There shall be no obstruction of the Common Areas, nor shall any personal property be stored in the Common Areas without the express written consent of the Board of Trustees. No personal property or objects shall be left unattended in any Common Area at any time so as to cause harm to any person or damage to equipment. No use is permitted which constitutes a fire hazard, or which results in the cancellation of insurance or is a violation of any kind. Any damage caused to the Common Areas, whether intentional or unintentional will be repaired by the Chapman Place Condominium Trust at the unit owner's expense.

**ALL children under the age of 10 are required to have adult supervision while playing in any common area.**

### 4.3 EXCLUSIVE USE DEFINITION

Portions of the Common Areas are designated as Exclusive use areas, which are for unit owners/tenants. They shall be adjacent to each unit and be in accordance with Condominium Documents and the Rules and Regulations.

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- The rear decks/patios, including area under decks.
- The walkways, stoops and steps in front of owner's unit.
- The mulched area adjacent to patio/under decks, including air conditioner and pad on which it rests.
- The driveway in front of garage.
- Any flue, pipe, duct, or wire which services only that unit.

**Note:** Unit Owners are responsible for maintenance of the exclusive use areas. Any damage to these areas will be the financial responsibility of the unit owner. For example; oil stains in the driveway could result in the driveway having to be cleaned and sealed at the unit owner's expense.

**Note 2:** Unit Owners need to respect other unit owners' driveways and not use them to turn around in.

#### **4.4 RECREATIONAL USAGE (BICYCLES, COOKOUTS, CHILD POOLS, LAWN CHAIRS, ETC.)**

Bicycles, Rollerblades, Tricycles, Big Wheels, Scooters and alike - The aforementioned equipment is not permitted on the grassy Common Areas. Please note, as per state law children are required to wear helmets for these activities. It is recommended that adults also wear helmets.

Cookouts - Guests for cookouts are permitted on the grassy common areas within reasonable proximity of the owner's unit. Please be courteous of your neighbor: refer to section 4.8 regarding offensive activity.

Child pools, lawn chairs and alike are permitted on the grassy common area directly adjacent to the owner's unit patio/deck. These items must be removed from the common area each night. .

Hockey, Ball Playing, Snow sledding, Skateboards, Cross-country skiing, etc. - These are not permitted on the common areas. Basketball is permitted at basketball area near clubhouse.

Chalk drawing is permitted in the unit owner's exclusive use areas only.

Personal items, Toys, Baby carriages, playpens and alike, must be removed each night from the walkways and driveways. The aforementioned should not be stored outside on any part of the common areas other than the exclusive use common area at the rear of the unit.

Unit owners are financially responsible for any damage to the common areas caused by them or from the actions of their children and guests.

#### **4.5 TENNIS COURTS**

The tennis courts are for common use of all residents and their guests. Use of the tennis courts is for playing tennis only and is on a first come, first served basis. Total time of court use should not exceed one (1) hour if other residents are waiting for use of the tennis court. A unit owner must accommodate any of their guests while they are playing tennis.

#### **4.6 BASKETBALL**

A basketball area is located next to the clubhouse for unit owner use only.

#### **4.7 CANVASSING, PEDDLING, AND SOLICITING**

There shall be no canvassing, peddling or soliciting on the condominium property without the express written consent of the Board of Trustees or Managing Agent.

All unit owners should tell anyone soliciting on the property to leave the property immediately or call the police to come to talk to them. All solicitors are required to be registered at the police station.

#### **4.8 OFFENSIVE ACTIVITY AND LOITERING**

No person shall engage or permit any loud or offensive activity anywhere on the condominium premises. Any person causing such nuisance or any damage shall be responsible for the elimination of same and for the costs of the repair of such damage. Loud noises, volume of any radio or other apparatus shall be lowered

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after 10:00pm (11:00pm on Fridays and Saturdays) and before 7:00 am, and shall at all times be kept at a sound level to avoid annoying or disturbing other unit owners or occupants. Each unit owner shall be responsible for the actions of his or her family, guests, contractors, Lessees, using the premises while visiting your unit.

## **Loitering is not permitted on Chapman Place property.**

The management personnel in the event of any violation of these regulations may deny any person from the use of any amenities (pool, tennis court, etc.).

### **4.9 DECORATIONS, EXTERNAL SIGNS AND ARTICLE DISPLAY**

Unit owners may temporarily display seasonal holiday decorations. Decorations shall be displayed no more than two (2) weeks prior to a specific holiday and removed no later than one (1) week after the holiday. The only exception is the major holiday season in December during which the decorations may be hung from Thanksgiving and must be removed no later than the second weekend in January. The decorations should not be distracting to neighbors or other residents, and the lights should be shut off by 11:00 p.m. All attachments required to display decorations shall be removed with the decoration. If damage occurs from attachments, the unit owner is responsible for repairs to the satisfaction of the Board of Trustees.

No clothes, sheets, laundry, clotheslines, refuse, decorative banners, wind socks, outside window covering, screen houses, tents, awnings or any other kinds of articles shall be hung out of a unit or otherwise placed on any part of the Common Areas. No other items shall be displayed in front of the units, such as statues, figures or cutouts.

Lawn ornaments such as pink flamingos, wheelbarrows, whiskey barrels, etc. are not permitted.

No items shall be hung or placed in the common areas without exception.

For Sale, For Rent and other similar signage are not permitted, except as outlined in section 4.10. No signal, illumination, notice or other lettering shall be exhibited, painted, attached, affixed, installed or exposed in any window or on any part of the outside of the unit or building without the express written consent of the Board of Trustees.

### **4.10 "OPEN HOUSE" ALLOWANCES**

A one day "open house" shall be permitted under the following circumstances only:

- During the hours of 10 a.m. to 4 p.m.
- A self-supporting sign, such as sandwich style, is only permitted in front of the unit when it's being shown. Ensure any signage does not inflict any damage (holes. etc.) to the landscaped areas.

### **4.11 EXTERNAL LIGHTING**

The garage light fixture is common property and is maintained by the Chapman Place Condominium Trust. It is the unit owner's responsibility to inform the Managing Agent when your garage light does not function properly.

The front door ceiling light and the rear light at your patio/deck are the financial responsibility of the unit owner. The style of the light is controlled by Chapman Place and the lights are standard throughout the property. Replacement of bulbs in these fixtures is the responsibility of the unit owner.

### **4.12 SECURITY SYSTEM ALARMS**

Any external components of a security alarm system for a unit will require a home improvement form approved by the Board of Trustees.

### **4.13 MAILBOXES**

Unit owners have exclusive access to their designated mailbox. Tampering with other mailboxes is a federal offense, punishable by federal laws. **Vehicles blocking mailboxes are subject to towing and/or an immediate fine.**

- Any issues with your mailbox, you must contact the post office to repair, there is a fee for them to repair/replace the lock.

#### **4.14 ANTENNA AND SATELLITE DISH RESTRICTIONS**

A satellite dish or antenna may be installed on your exclusive use area on the ground or on your chimney chase with approval from the board, however Chapman Place does not permit installation of satellite dishes or antennas on common areas

Prior to installation you must fill out a satellite application form, which is available at the office.

#### **4.15 PLANTS AND SHRUBS**

Unit owners/tenants are responsible for plantings within their exclusive use areas. If you are unable to care for these plantings each year please contact the Managing Agent and arrangements can be made to maintain the area for a fee.

NO changes to the exclusive use areas can be done without approval from the Managing Agent except for the following:

- Planting of small, purely decorative plants in your exclusive use only. Please refer to section 4.3 within this document for a definition of exclusive use areas. **Planting is not permitted on the lawns.**
- No flowers or plantings should exceed 3' in height.
- You may plant vegetables in movable pots and keep them in your back patio area. There is absolutely **no vegetable planting in the ground.**

**Any changes to the exclusive use areas in the units, front or back, beyond dirt/bark mulch and small plantings, will need a Landscape Resolution form filled out for approval by the Managing Agent. Any un-authorized changes will result in removal of the changes at the owner's expense. Call the Managing Agent if you are unsure if approval is needed for changes you are planning.**

**NOTE:** Nothing shall be constructed, altered, or removed from the Common Areas. Call the Managing Agent to create a work order for any issues in the common areas.

#### **4.16 UNIT MODIFICATION**

No resident shall take any action or permit any action to be taken that will impair the structural soundness, integrity, or safety of any structure in the building or elsewhere in the condominium. Permission for structural changes to a unit must be approved by the managing agent or a Board of Trustee by filling out a home improvement form available at the office.

**NOTE:** Anytime you want to do **ANY** modifications in your unit you should call the managing agent to see if you need to fill out a home improvement form and/or need to get a building permit for the work.

#### **4.17 REPAIR PERSONNEL**

All maintenance and repair personnel are required to be properly insured, while performing any task on the premises. The unit owner shall be responsible for ensuring that only properly insured personnel perform any work in their units. Proof of required minimum levels of insurance shall be submitted to the Managing Agent.

#### **4.18 AIR CONDITIONING, WINDOW FANS**

The installation of air conditioners, window fans or any other similar appliance in the windows and/or doorways of a unit is permitted, only if it is installed without protrusion through said structure. The existence of a protrusion is determined by whether the window screen can be installed correctly without modifications. In addition, the Board of Trustees has sole discretion in determining whether a protrusion exists and/or if the



window screens are correctly installed. Each unit has exclusive access to an air conditioner pad for use with central air conditioning,

#### **4.19 UNIT MAINTENANCE, WINDOWS AND DOORS**

Each unit owner shall be obligated to maintain and keep in good order his or her own unit in accordance with the provisions of this Trust. This includes your exclusive use area: sidewalks, patio/deck, driveway, stoop, Etc.

All unit owners are responsible for the care and replacement of the unit's windows, doors, sliders, garage door, small rectangular window adjacent to the door, and screens. Any damage to said items must be repaired within 30 days, failure to do so will result in fines. Any extensions to this time frame must be submitted to the managing agent and approved by a Trustee.

Unit owners shall not sweep or throw, or permit to be swept or thrown there from, from the doors or windows, any dirt or other substance. No rugs or mops shall be shaken or hung from or on any of the windows or doors.

All windows must have draperies, horizontal blinds, or vertical blinds.

**Note:** Only 2 styles of windows allowed – Maki or Harvey windows

#### **4.20 GARAGE WINDOW COVERINGS**

Garage door windows, if covered, may only be covered with a dark plastic film which will create the appearance of no window covering while affording privacy.

#### **4.21 SCREEN/STORM & Garage DOORS**

##### **Screen/storm doors:**

Unit owners may install a screen/storm door provided the following occurs:

- Fill out a home improvement form and get approval from the managing agent or a Trustee.
- Only white storm doors are allowed
- Style must be similar to styles within the complex
- Unit owners are financially responsible for installation, care, and maintenance of these doors.

##### **Garage doors:**

- Can only be installed by a qualified and approved installer.
- If you have damaged panels, you must hire a contractor to install new panels
  - If your garage door is a Cloplay door you can hire Overhead Door Company of Leominster to order the panel(s) and they can install them.
  - If your door is from the Overhead Door Company of Leominster, you will have to contact them about any repairs.

**Note:** Failure to comply with the above could result in fines/fees applied to the unit owner's account.

Garage door replacement must conform to the standard set forth by the Board of Trustees.

Contact the Managing Agent before you purchase your garage door to make sure the door is approved.

#### **4.22 YARD SALES**

Yard sales are not permitted at individual units in Chapman Place due to the limited access parking and fire codes. If you are interested in coordinating a community yard sale, submit a plan to the Board of Trustees for

approval.

## 5 DECK/PATIO USAGE AND REGULATIONS

### 5.1 **GENERAL USAGE**

Decks/patios to which unit owners have exclusive use are for recreational purposes. No structural changes to the deck or rails are permitted without written consent of the Board of Trustees..

No firewood, clotheslines or clothes racks, laundry, television antennas, or other non-patio apparatus shall be placed on the decks/patios.

### 5.2 **OUTDOOR COOKING/BARBECUES**

All outdoor cooking/barbecue equipment must be UL approved and meet local and state Fire Department regulations. **Propane tanks must be stored outside.**

**Per our insurance NO charcoal grills are allowed on the property and gas grills cannot be stored on a deck/patio. When in use it must be 5 ft. away from any structure.**

### 5.3 **WINTER STORAGE OF LAWN FURNITURE AND PLANTERS**

For the winter months large metal lawn furniture may be stored on deck/patio but smaller plastic furniture should be stored indoors. Large, heavy flower boxes, whiskey barrel planters, etc. may remain outdoors after removal of dead plant life.

Chapman Place is not responsible for any falling snow or ice that damages anything on the decks/patios.

### 5.4 **BIRD FEEDERS**

Bird feeders shall be permitted as long as they are not attached to the building in any way. Bird feeders are only allowed in the mulched area adjacent to your deck/patio area or they can be installed on the privacy fence without the use of nails or screws. The unit owner is responsible for cleanliness around the feeder. Please remember bird feeders will attract other animals like, raccoons, skunks, mice and alike.

The board reserves the right to have any bird feeders removed if issues arise.

### 5.5 **WIND CHIMES**

Please be courteous to your neighbor and use good judgment as to the number and volume.

## 6 VEHICLE'S

### 6.1 PERMITTED VEHICLES

Only non-commercial automobiles, vans, sports utility vehicles, motorcycles, and pickup trucks which fit in a single parking space, are permitted in the parking areas of Chapman Place. **Note:** This includes the Unit Owner's driveway.

Unregistered and/or uninspected vehicles (cars, motorcycles, snowmobiles, go-carts and alike) are not permitted on the property or in the unit owner's driveway.

### 6.2 VEHICLE RESTRICTIONS

- Vehicles over 3/4 ton are not permitted.
- No Signage is allowed on any vehicles.
- Business vehicles are NOT allow to park overnight without permission from the Board of Trustees.

### 6.3 DISTINCTIONS

Resident: Owner/Tenant and their family living within the unit at Chapman Place.  
 Visitor: A visitor staying 3 days/nights or less.  
 Guest: A visitor staying more than 3 days but less than 2 months.

Unit owners are responsible for their tenants, guests and visitors.

### 6.4 PARKING AREA DEFINITIONS

Visitor Parking:	Across from Bldg. 24 & 25	between Bldg. 6 & 7	Across from Bldg. 19
	Next to Bldg. 14	Across from Bldg. 22	Clubhouse

### 6.5 VISITOR PARKING

Visitor parking is permitted at any visitor parking area as stated in 6.4.

The unit owner's driveway must be utilized, if available, before using visitors parking.

Visitor tags are required. The visitor tag must be clearly visible in the front windshield (preferably on the rear view mirror) with the unit # on the tag. The Managing Agent issues two (2) tags per unit, you may purchase more tags if needed at the office. The unit number must be visible on the tag, if it is faded it is the unit owner's responsibility to reapply the number on the tag.

### 6.6 GUEST PARKING

If the vehicle(s) of a guest cannot be accommodated within unit owner's garage or driveway, then their vehicle(s) may be parked at any visitor parking location. A written request to the managing agent is required. The Managing Agent will provide a special "Tag", for the length of time required but no more than two months. If the extended guest requires parking for longer than two months, a written request must be resubmitted to Managing Agent. Non-compliance to this rule could result into daily fines.

**Note:** There is a fee for the guest pass tag.

### 6.7 EXCLUSIVE USE PARKING

Each unit at Chapman Place is granted exclusive use of the garage and driveway for parking,

Unit residents, their guests and visitors are permitted to park in the unit's driveway leading to their garage, provided such parking does not interfere with access to or from any other driveway or extend into the

roadway.

**6.8 USE OF VISITOR PARKING AREAS BY RESIDENTS**

Residents are permitted to park in the visitor parking areas under the following circumstances:

- Weekdays from 6 a.m. - 7 p.m., no weekends or holidays.
- Unit owners may park in visitor parking at any time to accommodate their visitor parking in their driveway.
- A "Visitor Tag" is **ABSOLUTELY** required in a resident's vehicle, when accommodating their visitor in driveway. The tag must also have the unit owner number written on it; it is the unit owner's responsibility to have the unit # readable on the tag.

**6.9 OTHER PARKING**

- Parking in the roadways is a direct violation of the City of Leominster building and fire codes. Therefore, parking on the roadways is prohibited.
- Any vehicle parked in a marked parking space shall not exceed the length of the marked parking space.
- Damage to parking areas caused by poorly maintained vehicles (for example, oil leaks), and/or by illegal parking or improper driving will be repaired at the unit owners expense.
- No vehicles are permitted on any grassy areas.
- No vehicle while parked in the driveway should extend into the roadway.
- Unit owners are responsible how their visitors/guests/renters park and will be responsible for all fines and/or fees.

**6.10 NO PARKING ZONES**

NO vehicle is permitted to park in designated Fire Zones, in front of fire hydrants, in front of mailboxes, on the lawn, or in such a manner as to block any entrance, exit, roadway or driveway. **Access for emergency vehicles must remain clear at all times. Any vehicle parked in front of a fire hydrant will be towed without warning.**

Violators will be subject to warnings, fines/fees, repair costs, and/or towing.

**6.11 SPEED LIMIT**

The speed limit at Chapman Place is 10 m.p.h.

**6.12 FOR SALE" SIGNS**

Vehicle "For Sale" signs must be displayed from inside the vehicle. Only store purchased signs (10 X 14 inches or less) are permitted.

**6.13 VEHICLE WASHING**

Vehicle washing is permitted only in the unit owner's driveway. Cleaning materials, buckets, and hoses shall be removed and stored after use. Residents must use their own water and not the common water faucets located on some of the buildings.

**6.14 MAINTENANCE AND REPAIR**

Vehicle maintenance and repair, except for emergencies, shall be performed in the garage or off Chapman Place property. After the repair is completed all Common Areas must be left clean and hazardous waste must be disposed of properly. **Any damage to the Common Areas will be the unit owner's financial responsibility.**

**6.15 SNOWSTORM PARKING POLICY**

Snowstorm parking rules shall be in effect anytime there is a snow storm.

During a snowstorm, no parking is permitted in Visitor/Guest parking areas, except at the Clubhouse. **The unit**

**owner will be financially responsible for all fines, fees and towing.** After the storm, residents may temporarily move their vehicles to the Clubhouse or visitor parking areas while their driveway is being cleared. **Vehicles are not permitted to park in the roadways at any time.**

#### **6.16 PARKING VIOLATIONS**

Violation of parking rules and regulations shall be against the unit owner responsible for the offending vehicle.

Violators are subject to fines, towing, and/or any repair costs for damages to the lawns and/or the sprinkler system.

**Any of the following violations shall be subject to immediate either towing or immediate fines:**

- obstructing a fire hydrant
- obstructing a mailbox
- obstructing snow removal
- unregistered vehicles
- parked on the lawn
- obstructing roadways and driveways
- parked illegally

## **7 PET RULES AND REGULATIONS**

### **7.1 GENERAL RULES**

Unit owners shall be responsible for the actions of their pets in the Chapman Place Condominium complex and shall hold the Board of Trustees and the Chapman Place Condominium Trust harmless against loss or liability for their pets' actions.

### **7.2 TYPES OF PETS PERMITTED**

No animals except customary house pets shall be kept in the unit, provided that such pets do not create a nuisance and are kept in accordance with any and all State and Local laws, by-laws and ordinances. Customary house pets shall be defined as cats, birds, gerbils, hamsters, fish, etc. Dogs are not permitted on the property. Dangerous or poisonous animals such as snakes, tarantulas, scorpions, etc. are not permitted.

### **7.3 PET RESTRAINT**

All approved pets must be on a leash or carried in the Common Areas or Exclusive Use Common Areas. No pet shall be left or tied in these Common Areas unattended. If a pet is unleashed in the Common Areas of Chapman Place, the unit owner will be subject to a fines. **CLEAN-UP AFTER PETS**  
No pets should relieve themselves on any landscaped area. Pet owners shall be responsible for the immediate removal of pet excrement and cat prey from all Common Areas and facilities.

### **7.4 COMMERCIAL BREEDING**

No unit owner shall be permitted to commercially breed animals within the unit or anywhere else on the premises.

### **7.5 NUISANCE PETS AND THEIR REMOVAL**

A pet shall be removed from Chapman Place property within ten (10) days after any of the following:

- Three (3) violations for being unleashed outdoors within a one-year period.
- Three (3) destruction of property (screens, landscaping, etc.) within a lifetime.
- One (1) attack upon a person.

## 8 TRASH DISPOSAL, MOVING CONTAINERS AND ALIKE

### 8.1 *Unit owner Totes*

- Trash shall be placed outside at the end of unit's driveway no earlier than 1 hour prior to dusk the evening prior to trash pickup and put back into the garage or designated area by midnight after pickup.
- ***Trash should be put out by 8am on trash day to be sure of pickup.***
- The trash should be bagged separately within the tote.
- The trash barrel shall remain in the garage except when it is trash day.
- Any unit without a garage shall use their designated area only.
- Call the managing agent to find out if trash is delayed due to a holiday **or visit the Chapman Place web site (chapman-place.com).**

### 8.2 *Moving containers, dumpsters and alike*

- Containers must be kept in the unit owner's driveway, unless otherwise approved.
- The container is not to be on the property for more than 5 days.
- Once the container is full it must be removed within 2 days.
- Chapman Place is NOT responsible for other people throwing items into the dumpster
- Not complying with these rules could result in daily fines.

**NOTE:** Any damage from containers will be the financial responsibility of the unit owner. The managing agent will coordinate the repair and notify the unit owner of the cost.

## 9 SWIMMING POOL

**The pool rules and regulations are for the safety and wellbeing of everyone. They will be strictly enforced and all swimmers, both children and adults, will be expected to cooperate. The lifeguard or gatekeeper has the authority to enforce the rules. Any violation could result in the loss of pool privileges, a fine, or both.**

**Every year an updated pool rules document will be handed out to everyone that signs in at the pool.**

- Pool hours - see pool rules.
- Clubhouse rentals will NOT have accesses to the pool. .
- There is a limit to the amount of people per resident allowed at the pool. See pool rules.
- A Resident must accompany all guests- NO EXCEPTIONS. An adult must accompany children under 14 at all times. Guardians must be 18 years of age or older

## 10 CLUBHOUSE

### 10.1 **GENERAL INFORMATION**

All details of the clubhouse rental are in the clubhouse rental resolution. This document is available from the managing agent.

Some key things to remember:

- Use of the Clubhouse is restricted to Chapman Place unit owners and their guests for social purposes.
- The pool is a separate facility and is not available for reservation. All functions are to be confined to the main function rooms only.
  - None of your guests are not allowed to use the playground, basketball or tennis court. These amenities are for the residents of Chapman Place and not your guests.

# CHAPMAN PLACE CONDOMINIUM RULES AND REGULATIONS

- Due to fire code regulations, the maximum number of people permitted to attend a Clubhouse function is fifty (50).
- A unit owner must be up-to-date with their condo fees in order to rent the Clubhouse.
- Users may set up for their reserved function one day before their scheduled rental unless there is a rental the day before.
- The person(s) reserving the Clubhouse must be in attendance during the entire function, including supervision of clean up.
- Any item used to decorate the Clubhouse must not deface the property or paint. Do not use tacks or nails - it is suggested that you use drafting tape to hang decorations.
- All decorations, food, trash, etc. must be removed immediately from the premises and disposed of properly. Trash must be brought back your unit or disposed of offsite.
- The resident is responsible for securing the building.
- To be considerate of your neighbors, **THE NOISE LEVEL MUST BE LOWERED AT 10:00** p.m.

Use of the Clubhouse and any other common facilities for any private function shall be at the sole risk and responsibility of those persons utilizing such facilities. The Chapman Place Condominium Trust and its Agents and representatives shall not be held responsible for any and all liability in connection with any injury, damage, loss, cost or expense of any kind suffered or incurred while such facilities are being used or in connection with such use.

## 11 LEASING OF UNITS

### 11.1 LEASING RESOLUTION

A lease or Tenant at Will (TAW) is an acceptable method approved by the Board of Trustees.

The Board of Trustees has created a Lease Resolution that is available at the office.

- Every time the owner rents to a new tenant the Lease Resolution must be followed.
- There is a fee for each time you have a contract with a new renter.
- A signed copy of the lease or TAW must be provided to the office.
- Failure to follow the process will result in fines and administration fees.

Leases are specifically made subject to the provisions of the Master Deed, the Condominium Trust and by-laws and all rules and regulations issued thereunder and must provide that any failure to comply with the terms of such documents shall be default thereunder.

Should violations of the foregoing regulations continue after written notification, the Board of Trustees, in accordance with Article V, Section 5.11 of the by-laws may assess a fine per violation (determined by the Board of Trustees) for each day a violation continues after notification, until such time as the violation is corrected. The unit owner is responsible for all fines created from their tenant and or guests.

## 12 VIOLATIONS AND FINES

### 12.1 REPORTING VIOLATIONS

Any resident may report a violation of the Chapman Place Rules and Regulations, Master Deed Trust or By-laws. The reporter shall supply their name and phone number, and give a description of the incident (if a parking violation a picture would be required) or no action can be taken by the Board of Trustees or their Agents. Enforcement of rules and regulations shall be the responsibility of the Board of Trustees or their Agents. You will remain anonymous.



**12.2 FINES FOR VIOLATIONS**

The Board of Trustees may impose reasonable fines or fee upon a unit owner for violations of the By-laws and Rules and Regulations of the Chapman Place Condominium Trust or the provisions of the Master Deed of the Condominium. The Board of Trustees or their Agents through legal actions by law or equity may enforce fines.

**12.3 VIOLATION AND NOTIFICATION**

First Notification: Any reported incident by the Board of Trustees, the Managing Agent, or any resident shall result in either a verbal warning and/or a letter from the Managing Agent. As stated in 6.18 some 1<sup>st</sup> time violations can result in fines.

Second Notification: On the second report of the violation, a letter notifying the violator that a potential fine shall occur if the violation is not corrected immediately. The violator (unit owner) shall be given five (5) days from the date the letter is sent to correct the violation(s) before a fine is initiated.

Third Notification: The Board of Trustees shall assess a fine per day for failure to comply. Failure by the unit owner to comply with the corrective actions, especially for violations which influence the maintenance or repair of Chapman Place Condominiums, shall result in the Board of Trustees taking the appropriate corrective action and assessing the unit owner for the cost of services and fines.

**12.4 Fine Resolution**

The violation of any Rules and Regulations adopted by the Board, or the breach of any of the By-Laws or the breach of any provision of the Declaration of Trust or the Master Deed or of the offending Unit Owners Deed, shall give the Board the right, in addition to any other rights set forth in said Documents, to enjoin, abate, or remedy by the appropriate legal proceedings either at law or in equity (or both) any said breach. The Board shall have the additional power to levy fines against Unit Owners for such violations. Each day that a violation continues is considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common area charges owned by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit owner, the Trustees shall have the power to require such Unit Owner to post a bond or other security, as they deem appropriate to provide for adherence to the Condominium Documents, as they may be amended. In any action hereunder, the Unit Owner shall be responsible for all costs associated with any enforcement action including but not limited to reasonable attorney's fees. The term "Unit Owner" shall for purpose of this Rule and Regulation, include lessees, tenants, occupants, guest, etc. A Unit Owner and/or lessee, etc. shall be jointly and severally liable for any violation of this provision.

Failure to pay condominium fees shall, in addition to all remedies under the Master Deed, Declaration of Trust and the Rules and regulations, be a violation of the Rules and Regulations which subject the Unit Owner to a late fee for each violation. This late fee shall be in addition to any and all charges, which are assessed by the Board of Trustees pursuant to the Condominium Documents including interest, attorney's fees and any other costs of collections. Notwithstanding any designation on checks and/or other instruments and/or correspondence, any funds received will be applied first to past due interest fines, attorney's fees and special assessments.

The unit owner and all mortgagee(s) in addition to the above, shall comply with all notice provisions pursuant to Chapter 400 of the Acts of 1992. The failure to comply shall result in the fines set forth hereunder. The Board shall additionally have the right to secure said information and assess the applicable party the costs of the same.

All remedies hereunder shall be cumulative.

**12.5 APPEAL PROCEDURE**

A request for review of any fine must be received in writing by the Board of Trustees or Managing Agents within 14 days of the date the notice was mailed to the unit owner or resident. The Board of Trustees shall hear all requests for appeal of fines in closed session at the next available Board of Trustees meeting.

Board decisions will be mailed to the unit owner or resident within 7-10 business days of review.

**Rules and regulations are setup for the community. For the rules to be effective enforcement plays a big role.**

**Enforcement involves the whole community and everyone should call in a violation if they see someone breaking the rules.**

**If you see something say something, you shall remain anonymous.**

CHAPMAN PLACE CONDOMINIUM RULES AND REGULATIONS

Rules & Regulation Action Record

The Board of Trustees do hereby adopt all the above rules and regulations which shall supersede all previous rules and regulations as set forth in the Chapman Place Condominium Trust.

Duly adopted at a meeting of the Board of Directors held: \_\_\_\_\_

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

\_\_\_\_\_  
President, Linda Novelli

\_\_\_\_\_  
Vice President, Ron St Laurent

\_\_\_\_\_  
Secretary, Harry Shattuck

\_\_\_\_\_  
Treasurer, Sharon Pollitt

\_\_\_\_\_  
Trustee, Debra Brideau

\_\_\_\_\_  
Trustee, Sharon Quinn

CHAPMAN PLACE CONDOMINIUM RULES AND REGULATIONS

CERTIFICATE OF VOTE:

I, Marianne Pierce, the Secretary of the Board of Trustees of the Chapman Place Condominium, hereby certify that at a meeting of the Board of Trustees on September ?, 2017, at a time when a quorum of Trustees was present, the majority of the Trustees voted to adopt the Rules & Regulations set forth above.

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Marianne Pierce, Secretary  
Board of Trustees  
Chapman Place Condominium

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this \_\_\_\_\_ day of September, 2017, before me, the undersigned notary public, personally appeared Marianne Pierce, who was personally known to me or who was proved to me through satisfactory evidence of identification, which was a government issued photo identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as the Secretary of the Board of Trustees of the Chapman Place Condominium.

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Notary Public  
My commission expires: