

SCHEDULE A
TO
SUTTON POND CONDOMINIUM TRUST
RULES AND REGULATIONS

- 1) No part of the property shall be used for any purpose except for which the property was designed . . . as a residential condominium community.
- 2) Sutton Pond is a no smoking property. “Smoking” shall include inhaling, exhaling, breathing, carrying, or possession of any lit cigarette, cigar, pipe or vapor-producing smoking device such as e-cigarettes, other product containing any amount of tobacco or marijuana, or other similar heated or lit product whether or not containing tobacco or marijuana. For further information, refer to Amendment to the Master Deed of the Sutton Pond Condominium, BK14604, PG1, #9226, 4/26/16.
- 3) Sutton Pond has a rental policy that limits rentals. For further information, refer to Amendment to the Master Deed of the Sutton Pond Condominium BK14882, PG306, #30899, 11/21/16.
- 4) No dogs are allowed on the property, except for service dogs provided proper documentation is presented to and approved by the Trustees. Cats (maximum of 2), birds and fish must be maintained solely in the individual unit and shall be domestic and the type and size normally associated with those maintained and kept in a residential household. (For further information on the pet policy, refer to Amendment to the Master Deed dated September 1, 2000, BK5858, PG248).
- 5) Management must be notified of any planned move so that the padding can be put up in the elevators. Moving into or out of any building can only take place Monday thru Saturday, from **8:00am to 5:00pm**. For purposes of this policy, moving will be defined as bringing any item larger, or quantity of items greater than what would fit in a standard size passenger vehicle into or out of any buildings. This would include furniture deliveries. Items being moved and/or delivered are not to be leaned against common area walls. Common area outside doors are not to be left open and unattended.
- 6) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Board of Trustees except as provided expressly in the Trust or the provision herein. Each Unit Owner shall be obligated to maintain and keep in good order and repair the unit in accordance with the provisions of the Trust.
- 7) Nothing shall be done or kept in the Common Elements which will increase the rate of insurance of any Buildings, or contents thereof, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance or any of the Common Elements or Units, or

contents thereof, or which would be in violation of any law. No waste or waste receptacles shall be placed or stored in the Common Elements by any resident.

- 8) Unit Owners shall not cause or permit anything to be hung or displayed on the outside windows (for example, but not limited to, advertising stickers) or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio, or television antenna shall be affixed to or placed upon the exterior walls or doors, roof, or any part thereof or exposed on any window, without prior consent of the Board of Trustees. Unit Owners shall also not cause or permit a window air conditioner or fan to be installed, without prior written consent of the Board of Trustees.
- 9) 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 residents. No Unit Owner or resident of a unit shall make or permit any disturbing noises or noxious or offensive odors (see Item #2) in the Common Elements or Units by the Unit Owner or the family, tenants, employees, agents, visitors, and licensees of such owner, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other such Unit Owners. No Unit Owner shall loudly play upon, or operate a stereo, television set, radio, dishwasher, washing machine and dryer (or other sound transmitting equipment) in the unit or on the premises between the hours of **10:00pm to 8:00am** if it will disturb or annoy other occupants of the buildings.
- 10) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would change the structure of any Buildings.
- 11) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Trustees.
- 12) Unit's owners are responsible for maintaining their unit doors, but the Trustees are responsible for maintaining the architectural integrity of the Common Elements, which includes the exterior side of the unit doors.
 - Any visible hardware should be of a non-tarnishing shiny brass finish.
 - All doorknobs must be the orb or lever style originally installed by the developer.
 - Unit owners may use keyless door locks with number pads in a non-tarnishing shiny brass finish.
 - Optional kick plates must have a shiny non-tarnishing brass finish and be 6" or 8" tall. Plates should be installed no more than 1/2" above the door bottom.
 - If you require a doorbell, you should submit a remote doorbell request to the Trustees. Any remote-control doorbell button must have prior written approval of the Trustees. Doorbell buttons must be white in color and be installed on the inside door jamb.
 - No stickers, decals or decorations of any kind can be displayed on doors without the Trustees' approval.
- 13) No clothes, sheets, blankets, laundry or similar articles shall be hung out of any Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and unsightly materials.

- 14) Except in storage areas, designated as such by the Board of Trustees, there shall be no storing of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs and/or any other articles, on any part of the Common Elements including without limitation, the patios, decks and balconies. Storage by owners in areas designated by the Board of Trustees shall be at the Owner's risk.
- 15) Outdoor furniture must be white in color and may be placed on the Unit patios and balconies provided that such furniture is in good condition.
- 16) Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and shall not sweep, throw or permit to be swept or thrown therefrom, any dirt, cigarette butts or other substances except for removing snow from balconies or patios.
- 17) All radios, television 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 Board Fire Underwriters and the public authorities having jurisdiction. The Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
- 18) The agents of the Board of Trustees, or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) to inspect such Unit for the presence of vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- 19) No garbage cans shall be placed in the common areas nor shall anything be hung from or attached to windows, porches, decks, balconies or common area walls or placed upon the windowsill, with the exception of potted plants. Plants shall not be hung from the balcony railings. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, decks or balconies.
- 20) Parking spaces shall be used only to park vehicles with currently valid registrations and inspection stickers, and specifically may not be used to park motorcycles, trucks, vans weighing in excess of 3/4-ton, commercial vehicles, recreational vehicles, buses, trailers or boats, without the express permission of the Board of Trustees. Parking is strictly limited to parking spaces assigned to specific units and other parking spaces such as Visitor spaces as may from time to time be designated by the Trustees of The Sutton Pond Condominium Trust. Outdoor parking elsewhere is prohibited. All vehicles parked on the Common Elements shall be at the sole risk of the person so parking, and the Board of Trustees shall not be liable for loss, destruction, theft or damage to such vehicles.
- 21) No porch, deck or balcony shall be decorated, enclosed or covered by any awning or otherwise.
- 22) If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, employees, licensee or visitors to any representative of the Board of Trustees whether for such Unit or automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees

shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

23) No window treatment, except for curtains, draperies and vertical or horizontal blinds, shall be placed in or at any interior windows locations visible from the Common Elements. The color of the portion of draperies, blinds or curtains visible from the Common Elements shall conform to standards specified by the Board of Trustees. The current standards are white and beige.

24) No petroleum products may be added to or removed from any internal combustion engine within any Unit or common area of the condominium.

25) No work or repairs shall be made to any vehicle while such vehicle is located on the property. Vehicles that are unregistered, uninspected and those in a state of disrepair, particularly those leaking undesirable fluids, are banned from the property. Unit owner will be responsible for the cost of cleaning up any leaking of fluids from vehicles.

26) Construction Work:

- The Association recommends that all unit owners having work done in their units request and receive a Certificate of Insurance from all contractors. This will protect unit owners from any damage caused by the contractor or injury to the contractor.
- All construction work in a Unit shall be restricted to the hours of **8:00am to 4:30pm** Monday thru Friday only. Construction work in a Unit shall not be performed at any other times without the prior written consent of the Board of Trustees. The foregoing shall not apply to work by the Association.
- No construction materials or items from the unit (appliances, toilets, carpeting, flooring, furniture, mattresses, box springs, etc.) are to be put in the dumpster. Those items must be removed offsite by the contractor.
- Contractor and/or unit owner is responsible for cleaning up their debris in the common areas, including vacuuming the carpets. Any damages to the common areas by the contractor will be at the unit owner's expense.
- Contractors working in specific units must not use common area electrical outlets.
- Contractor's tools and construction supplies are not to be stored in the common areas, which include all entrances and hallways.
- Nothing is to be leaned against the hallway walls.
- Contractors may pull their vehicles up to the entrances to drop off tools/supplies, but then must move their vehicles to visitor parking or the unit owner's parking space.
- Contractor's vehicles or trailers are not allowed to be parked on the property overnight in any space. If these vehicles are on the property overnight, they may be towed and/or a fine to the unit owner.
- For the safety and security of all residents, it is very important to ensure that contractors do not leave the outside and security doors open and unattended.

27) No Unit Owner or tenant shall permit anything to be done or kept in his or her Unit in the Common Elements including, without limitation, the patios, balconies and grounds which would create a health or safety hazard or be in violation of any applicable law, ordinance or other governmental regulation including, without limitation, the storing of flammables, the storing and/or use of hazardous materials of any kind, and the storing and/or use of gas, charcoal, open flame barbeque-type grills and/or cooking apparatus. Electric grills are allowed

provided the unit is using their own electrical outlet. The only exceptions allowed are the charcoal grills installed in the recreation area by the tennis court.

28) The Unit Owner shall maintain all appliances (particularly the hot water heater with Sutton Pond stamped water alarm) and the heating, cooling and other equipment servicing the Unit in good working order and condition so as not to cause any damage or injury to other persons or property.

29) Trash Disposal:

- **Trash Chutes:** All trash, especially food waste, should be in a properly secured plastic bag before being taken through the hallways and thrown down the trash chutes. The following items, among others, are NOT to be thrown down the trash chutes as they will damage the compactors: metal, glass, pots & pans, kitty litter, sheets, blankets, pillows, hangers, clothing or any large or bulky items. The trash room hours are **7:00am to 8:00pm** to be considerate of residents whose units are next to the trash rooms.
- **Dumpster:** All trash must be tightly contained in a plastic bag and must be put inside and not left on the ground outside the dumpster. Items not to be put in the dumpster include furniture of any kind, appliances, TV's and computers. Large or bulky items such as cardboard boxes must be broken down or flattened to fully utilize the space in the dumpster. It is not the Association's responsibility to dispose of items described above that are not accepted by our trash company. Identified unit owners will be billed for any additional expense incurred by the Association for the removal of any item not acceptable in the dumpster and not removed by our trash company.
- **Sharps:** It is against Massachusetts law to dispose of sharps (needles, syringes, lancets) in household trash. Use a Sharps container or other puncture resistant container and drop off at the North Andover Fire Department for disposal.
- **Garbage Disposals:** The Association recommends that residents keep use to a minimum, to reduce blockages and to protect and extend the life of the disposal. Starchy foods, shells, coffee grinds, fats, oils, fibrous and greasy foods should never be put down the disposal. It is important to run extra water before, during and after use to help reduce blockages.

30) No decorations, holiday or otherwise, may be hung from or exposed on the common areas without prior written permission of the Board of Trustees. This includes, but is not limited to, lights around windows, wreaths, bows, jack-o-lanterns, decorative decals, doormats, spray-snow, or any other such items. Please note that your balconies, windows and unit doors are subject to these requirements as they are exposed on the common areas.

31) Holiday Decorations:

- No live Christmas trees are allowed in common areas or individual units due to the fire safety issue.
- The only decorations allowed in windows are a single white light.
- Hallway door decorations are not allowed unless approved by the Trustees. If approved, all decorations must be non-flammable; no live wreaths/boughs or flowers; no electrical displays; no metallic or other full door covers; and only over top of door hangers are to be used. Do not hammer nails into doors, or use tape, screws or attached hooks of any kind.

32) If there are findings or elevated levels of radon in individual units, it is the unit owner's responsibility to implement and pay for all costs related to a remediation plan. The unit owner

must submit a comprehensive written proposal to the Trustees before this work is to be done. (For additional information, refer to the Rules and Regulations Governing Radon Remediation Measures dated February 28, 2014, BK13787, PG90, #3921).

- 33) The Trustees adopted and ratified an existing policy of assessing against unit owners who have violated the provisions of the Sutton Condominium Documents (or whose tenants, guests or invitees have violated the provisions of those documents) any and all costs that have been incurred by the Trustees related to such violations, including attorney's fees and court costs. (For further information, refer to Rule & Regulation Regarding Assessments to Individual Units dated January 30, 2014, BK13766, PG246, #1948).

34) Snowplowing Policy:

All vehicles **must** be moved during full-lot plowing. Depending on the storm's duration, the site may not be fully cleared until the morning following a storm. Cleaning the parking lot is a two-part process, with the back lot cleared first, then the front lot. The boundary between front and back is at the right-hand corner of the Abbot building and will be clearly marked with a sawhorse displaying a flag. If you are unable to move your vehicle for any reason, you must make alternative arrangements for it to be moved.

Following any snowstorm that requires full lot plowing:

- The parking lots will begin to be plowed on the same day that the storm ends if the storm ends by 3:00pm. If the storm ends after 3:00pm, the lots will be plowed the next day.
- A red flag will be displayed by the Community Room entrance. This is the signal, along with a phone blast message, for all residents parked in back to promptly move their vehicle. Depending on snow-fall accumulation, moving of vehicles may be unnecessary.
- Please be sure to move your vehicle promptly. Until the red flag is replaced by the green flag, do not return to your assigned space.
- Once the snow removal process is completed in the back, the red flag will be displayed out front and the same process will be conducted in the front lot.

With cooperation, clearing our lot after a normal snowfall only takes a few hours. Alternate parking arrangements come with some restrictions:

- Residents are not allowed to park in the West Mill (formerly Schneider) parking lot and may be towed.
- The 10 spaces between the signs over by the dumpster which are clearly marked RESERVED and lined in yellow, are reserved for Commercial Building "A" between 8:00am and 6:00pm weekdays. Any vehicle parked in one of these spaces during restricted hours may be towed by Mr. Smith at the owner's expense.

The town lot off Main Street is available to Sutton Pond residents for **temporary** parking during snow removal. Also, some residents plan to do errands during that time. If you can work this into your schedule, it will get cars out of the parking lot and simplify the snow removal process.

Roadways and building entries will be kept open and passable as much as possible during all snowstorms. The plow contractor will plow as close to the parked vehicles as safety allows.

Backing into your parking space makes pulling out after a storm easier. If you do so, place your sticker on your front windshield so it is easily noticeable from the roadway. Parking stickers have no adhesive and are easily transferable.

Owners are responsible for making sure that their guests or tenants are aware of the snow removal policy and abide by it. **Any vehicle that is not removed in a timely manner (within 30 minutes) after the red flag is displayed and/or the phone call is received will be towed at the owner's expense.**

For those residents who have their vehicles cleaned off and moved for lot plowing, please note that the Association has no responsibility or liability related to the contract between individual residents and the person(s) they hired to move their cars. It is ultimately the responsibility of the resident to ensure their vehicle is moved so the lot can be plowed. Failure to do so may result in their car being towed.

35) Snowplowing Policy Amendment (January 2018):

Our snowplowing policy is distributed to all residents every November. The full-lot plowing policy has been in effect for many years and was designed to keep our parking lot safe and accessible to all residents and visitors.

Unfortunately, not all vehicles are being moved during full-lot plowing. As the plows cannot fully clear the lot, the remaining snow/ice around and between vehicles poses a safety concern. Therefore, effective January 2018, the policy is amended as follows:

- If a vehicle is not moved in a timely manner (within 30 minutes) after the phone call announcement is delivered, a violation notice will be issued, and the unit owner will be fined \$50.00. The red flag is displayed in advance by the office door entrance for back lot plowing and then the Abbot/Osgood entrance for front lot plowing, but the phone call will begin the 30-minute timeframe for cars to be moved.
- If there is a second offense, the unit owner will be fined \$100.
- And for a third offense, the unit owner will be fined \$100 and the vehicle may be towed.

We strongly encourage residents to make arrangements with a neighbor when they are going to leave their vehicles for an extended period of time in the parking lot, especially during the winter. But, anytime during the year there could be an issue or emergency that would require some or all vehicles being moved, and residents should be prepared. If leaving keys with another person cannot be arranged, it is suggested that the vehicle be moved to an offsite parking location.

36) Airbnb & Other Short-Term Rentals:

Condominium Trust Documents, Section 11(d) states: "All leases of units shall be in writing and for an initial term of at least six months." In addition, only those unit owners who are grandfathered in by the Rental Amendment of November 2016 are able to rent their units, but they are also restricted by the six-month restriction.

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 Trustees.