

## **THE MONTVALE CONDOMINIUM TRUST RULES AND REGULATIONS**

The Rules & Regulations are in addition to the Master Deed and Declaration of Trust (By-Laws), as amended. It is the Unit Owners' responsibility to know what is contained in these documents.

Violations of the Rules & Regulations are subject to fines as the Trustees may from time to time establish. A Unit Owner must make all complaints alleging a violation in writing to the Board of Trustees via Management, (email is an accepted form of written communication). An alleged violator will be afforded an opportunity to be heard once a fine is imposed. A request to be heard must be made in writing to the Board of Trustees via Management. If the Unit Owner does not dispute the alleged violation within 10 days of receipt of notice, the notice shall be considered duly served.

A written notice/warning may be issued for all first alleged offenses, unless otherwise determined by the Board of Trustees. For subsequent violations, fines will be imposed as follows: second offense – seventy-five dollars (\$75.00), third offense – one hundred dollars (\$100.00), fourth and subsequent offenses – one hundred fifty dollars (\$150.00). In addition to monetary fines, violations are also subject to other charges and/or actions. Each day a violation exists (after such notice) shall be treated as a separate violation and, if applicable, an additional fine will be assessed. The Board of Trustees reserves the right to levy and increase fines in their sole discretion depending on the nature of the violation.

Fines shall be deemed common expenses and if they have not been paid in thirty (30) days will result in a \$25.00 late charge. Any Unit Owner delinquent in the payment of fines as well as late fees shall be responsible for all costs and expenses including reasonable attorney fees, incurred by the Association in collection of said fines.

If a violation results in damage to the condominium property, increased insurance rates, or any expenditure of time and resources, the Unit Owners account shall be assessed for any and all expenses incurred by the Association.

### **1. CONDOMINIUM FEES**

- 1.1 All monthly maintenance fees are due and payable on the first day of the month. Payments received after the 15<sup>th</sup> of the month are considered late. After the 15<sup>th</sup> of the month accounts with late payments and accounts with a past-due balance will be assessed a \$25.00 fee. Any Unit Owner delinquent in the payment of condominium fees shall be responsible for all costs and expenses including reasonable attorney fees, incurred by the Association in collection of said fees for common expenses and enforcement of any lien in connection therewith.

### **2. EMERGENCY CALLS**

- 2.1 If Management or their agent receives and responds to an emergency call from a Unit Owner or resident, and it is determined that the emergency call is not a Common Area issue, the Unit Owner shall be charged for the emergency service call (ex: responding to lockouts) as well as any repairs that were needed. Lockouts and parking issues are not deemed an emergency so no calls should be made.

### **3. COMMON AREA**

- 3.1 There shall be no obstruction of the Common Areas nor shall any personal property of the Unit Owners, occupants, agents, employees, licensees, or visitors be stored or left in any part of the

Common Areas without the prior consent of the Trustees, except as expressly provided in the Declaration of Trust or in the Master Deed, or except in those areas specifically designated for that purpose.

- 3.2 Leaving food or water out in the Common Areas or anywhere else on the Condominium property is strictly forbidden.
- 3.3 Nothing shall be removed from the Common Areas except with written permission from the Board of Trustees.
- 3.4 Except as otherwise provided in the Master Deed or Declaration of Trust, no portion of the Common Area shall be decorated or furnished by any Unit Owner in any manner. Nothing shall protrude from the windows of any Unit, such as awning, screen, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit, Common Area or any part thereof.
- 3.5 Ball playing, roller blading, or any type of recreational use on the Condominium property is strictly forbidden.
- 3.6 Bicycles may not be ridden on any landscaped areas of the complex and may not be stored in interior or exterior parking spaces.
- 3.7 Smoking is prohibited in any of the interior Common Areas, including hallways, stairwells, elevators, or community room. Smoking is allowed outside, but cigarette butts cannot be disposed of on Condominium grounds and any smoking must be at least twenty-five (25) feet away from the building. If cigarette smoke from one-unit drifts into a neighboring unit it may constitute a nuisance and the owner of the originating unit must take steps to try to minimize the problem. This includes cigarettes, marijuana, vaping and any other sources of smoke.
- 3.8 No signs of any kind can be displayed that are visible from the exterior of the building, including from outside of the windows.
- 3.9 There is a speed limit of no more than 10 MPH on all Condominium driveways and roadways.

#### **4. UNITS AND COMMON AREA RESTRICTIONS**

- 4.1 Nothing shall be done or kept in any Unit or Common Area that will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential or accessory use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done or kept in his/her Unit, assigned storage bin, or in or on the Common Area that will result in the cancellation of insurance of the Condominium, or contents thereof which would be in violation of any law.
- 4.2 No noxious, offensive or unlawful activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which is or may become a nuisance to other Unit Owners or occupants, and all valid laws, ordinances, codes, regulations, rules and orders of any authority having jurisdiction there-over shall be observed. No Unit Owner shall make or permit continuous or unreasonably loud noises or sounds or odors by himself, his family, employees, agents, visitors or licensees, nor do or permit to be done by such persons that will adversely affect the rights, comforts or convenience of Unit Owners. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his/her Unit, or from the doors or windows thereof, any dirt or other substance.
- 4.3 Unit Owners are responsible for their impact and their guests' impact on cleanliness and condition of both interior and exterior Common Areas.
- 4.4 Unit Owners are responsible for their and their guests' impact on noise levels and shall minimize noise levels so as not to disturb the occupants of other units and shall take particular care to minimize noise levels from 11:00 PM to 8:00 AM.
- 4.5 Work that is being done to a Unit must be done between the hours of 8:00 AM – 5:00 PM Monday – Saturday only and excluding any holidays, whether the work is being completed by a Contractor or by the Unit Owner themselves. Except in case of an emergency.

- 4.6 Nothing shall be done in or to any Unit or Common Area that could impair the structural integrity of the buildings or structurally change the buildings or endanger the safety of the Unit Owners or occupants.
- 4.7 Each Unit Owner shall maintain his/her Unit and any Limited Common Area for the exclusive benefit of such Unit in good order and repair, except as otherwise specifically provided in the Declaration of Trust or the Master Deed.
- 4.8 All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Trustees, Fire Underwriters, and the public authorities having jurisdiction there over. The Unit Owner shall be liable for any damage or injury caused by any such electrical equipment that is not in compliance as aforesaid.
- 4.9 All work in Units shall be carried out by licensed and insured service providers and contractors. Prior to undertaking any work in a Unit, the Unit Owner shall provide a current Certificate of liability insurance and Workers Compensation Insurance policies specifically naming The Montvale Condominium Trust and the current Management Company as additional insureds. Service providers may not access roof areas.
- 4.10 Flammable, combustible or explosive materials, chemicals and substances may not be brought or stored in any unit or storage bin, on roof decks, or in the Common Area.
- 4.11 The water closet (toilet) and other water apparatus shall be used only for the purpose for which it was installed, and any damage to or repairs required to the plumbing systems of the buildings resulting from any negligence or misuse thereof, shall be incurred by the Unit Owner who causes the damage.
- 4.12 Outdoor cooking is not allowed anywhere on the property.

## **5. HVAC UNITS**

- 5.1 If a Unit Owner intends to replace the HVAC unit, Unit Owners must obtain prior written approval from the Board of Trustees via Management. The request for approval shall be made in writing including the details of the equipment that will be replacing the current HVAC unit. The replacement HVAC unit must comply with size specifications and be in accordance with the building's main unit and be properly installed and pitched.
- 5.2 Space heaters are not permitted to be used in the units.
- 5.3 No fans of any kind may be placed in the windows without prior authorization from the Board of Trustees
- 5.4 No portable or window air conditioning units can be placed in the windows without prior permission from the Board of Trustees

## **6. KEYS**

- 6.1 If a key(s) to a unit or motor vehicle are entrusted by a Unit Owner or occupant, licensee or visitor to any agent or employee of the Trustees, the acceptance of such key(s) shall be at the sole risk of such Unit Owner or occupant or by his agent, employee, licensee or visitor and the Trustees, nor the managing agent, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith and the Unit Owner shall hold harmless the Trustees and Managing Agent from any loss or claim indirectly resulting there from or connected therewith. Notwithstanding the foregoing, the Trustees, or their designated agent, may request and obtain a passkey for each Unit. No Unit Owner shall alter or install any lock without the consent of the Trustees.
- 6.2 Keys to the pool are for the resident's use only. These keys may not be given to non-residents and/or guests to use.
- 6.3 Each unit has been supplied with one (1) pool key. No duplicates will be given. This key should be transferred to the new owner at the time of sale.

## 7. LIABILITY

- 7.1 The use of the Units and the Common Areas, as well as the safety and maintenance of all personal property of the Unit Owners, or occupants, their agents, employees, licensees, or visitors kept in such areas, shall be the responsibility and at the sole risk of the respective persons, and neither the Trustees, sponsors nor their respective agents, persons, or employees shall bear any responsibility.
- 7.2 Each Unit Owner or occupant assumes responsibility for his/her own safety and that of his agents, persons, employees, invitees, licensees or visitors.
- 7.3 The Trustees shall not be responsible for the loss of or damage to any package or other items that may be delivered by the U.S. Postal Service or any other delivery service agency.

## 8. PETS

- 8.1 Only Unit Owners are allowed to have one pet per unit in accordance with the Master Deed, but subject to the rules and regulations adopted by the Trustees.
- 8.2 Renters are not allowed to have pets.
- 8.3 A pet must be properly registered with Management prior to residing in the Condominium or a fine of \$100.00 shall be imposed.
- 8.4 Dog owners residing in or visiting the Condominium must comply with the laws of the Town of Stoneham, Massachusetts, including, but not limited to, license, leash law, vaccination, duty to dispose of feces and restraint against barking, biting, howling or in any other manner disturbing the quiet of any person. Any violations of the Town of Stoneham's ordinances shall also be deemed in violation of the policies and regulations of the Condominium.
- 8.5 The pet-owner must take his/her dog to the designated Pet Area, on the far North end of the property, known as Pet Hill (By Building 200) and the grass area by the transformer by Building 100 to relieve itself. The pet shall be leashed at all times and in the control of the pet-owner and the pet-owner must dispose of the dog's feces. Under no circumstances are dogs allowed to relieve themselves in front of either building, on the grass areas, in the flowerbeds, or shrubbery.
- 8.6 Pet owners have a duty to control their pet at all times, to prevent pet odors from invading Common Areas or other Units in the buildings and to prevent the pet from disturbing other residents of the buildings with excessive noise, whether by barking, meowing, whining, scratching, jumping or other pet behaviors, regardless of whether these behaviors occur within Units or in Common Areas.
- 8.7 If a pet should have an accident in Common Areas, inside or outside of the buildings, the pet-owner is responsible to clean the pet's mess immediately. Disposal of feces or other matter shall be accomplished by transporting and disposing of such matter to and in a suitable trash container (located in the lower level of the garage). A \$100.00 fine will automatically be assessed for not picking up the said accident. No written warning will be given.
- 8.8 A pet shall be on a leash or carried whenever it is in the Common Areas.
- 8.9 No pet is allowed to enter or exit the buildings through the front doors. All pets must enter and exit the buildings through the side doors, elevators, stairwells and garage entrances. Pets are not allowed to cross the lobby or go through the front doors. The indoor Common Areas are only to be used by pets as a means of ingress and egress to the outdoors. Exercising pets in indoor Common Areas, including garages, is strictly prohibited.
- 8.10 Notwithstanding any provision hereunder, any unit owner permitted to have a dog shall be prohibited from having a dog listed on the Association's insurance policy's unacceptable list. Below is a list of the restricted breeds of dogs. These breeds and mixtures are not permitted to reside at The Montvale. The following list is as of June 2023 and is subject to change without notice.

Akita  
Alaskan Malamute  
American Bull Terrier  
American Staffordshire Terrier  
Argentinean Mastiff  
Belgian Shephard/Groenendael  
Bull Mastiff  
Cane Corso  
Chow Chow  
Dingo  
Doberman Pinscher  
English Bull Terrier  
German Shepherd  
Korean Jindo  
New Yorkie  
Pit Bull  
Presa Canario  
Rottweiler  
St. Francis Terrier  
Staffordshire Bull Terrier  
Wolf Hybrid  
Any Guard/Attack dog

Mixed breed dogs containing any part of a breed of a prohibited dog and any dog with a prior biting history or that demonstrates aggressive behavior are ineligible.

- 8.11 Visiting pets are not allowed on the property without the prior written permission (for each visit) of the Board of Trustees.

## 9. ROOF DECKS

- 9.1 No Unit Owner shall perform any construction or alteration with respect to any roof decks until (i) plans and specifications have been submitted to and approved in writing by the Trustees, which approval shall not be unreasonably withheld, and (ii) any necessary building permits have been obtained from the Town of Stoneham. All such construction and alterations shall be performed in accordance with such plans, specifications and permits, and in a good and workmanlike manner.
- 9.2 Each Unit Owner having an easement for the exclusive use of a roof deck shall keep such roof deck in good repair at his or her own expense and shall indemnify and hold harmless the Condominium Trust for any damage to the Common Areas and other units resulting from the construction, alteration, maintenance, or use of such roof decks.
- 9.3 All owners with a roof deck must shovel snow off by the wooden step and frames of the door. No snow can be thrown off the roof decks.
- 9.4 All railings and wood surfaces should be maintained by the Unit Owners with colors approved by the Board of Trustees.

## 10. DELIVERIES

- 10.1 Unit Owners are responsible for notifying delivery companies to enter through the lower level of the buildings. Nothing shall be moved in through the front entries of the buildings. Deliveries of large items such as, but not limited to, furniture, televisions, appliances, large boxes, and any other large items, must be made through the lower-level garage elevators. A fine of \$100.00 shall be imposed for the violation thereof and any expenses associated therewith shall be assessed without further notice.

## **11. TRASH**

- 11.1 The following items cannot be put down the trash chutes: Hangers, cleaning fluids, aerosol cans, medical waste, flammable material, raw garbage, kitty litter, large bulk items, pizza boxes and cardboard boxes.
- 11.2 Kitty Litter must be placed in a double sealed plastic bag and placed in the barrels on the lower level of the garages. It is prohibited to dispose of kitty litter down the trash chute at any time.
- 11.3 Cardboard boxes must be broken down and placed under the sign in the garage.
- 11.4 All carpet and any other construction debris is the Unit Owner's responsibility. These items are not to be left anywhere on the property at The Montvale.
- 11.5 Disposal of televisions, computer monitors, batteries, tires, mattresses, clothing and other hazardous waste must be disposed of in compliance with the rules and regulations governed by the Environmental Protection Agency and the Massachusetts Department of Environmental Protection. If disposal occurs without notifying Management, an automatic \$100.00 fine will be assessed as well as the cost of disposal.
- 11.6 Any excess or "non-household" trash left by residents will be billed to the owner accordingly.

## **12. RECYCLING**

- 12.1 The recycle bins are only to be used for cans, glass, plastic and paper items.
- 12.2 Kitty Litter, raw garbage, milk, juice, beer, wine, or any other container that still has liquid in it shall not be placed in the recycle bins.

## **13. INSURANCE RESOLUTION**

- 13.1 The Condominium shall maintain insurance as required by Article V, Section 5.9 of the Declaration of Trust.
- 13.2 The Trustees shall determine the amount of deductible, which is currently \$25,000.00 and subject to change.
- 13.3 The Unit Owner(s) involved in a covered loss shall be responsible for the payment of the Master Policy deductible. In connection therewith, the Trustees shall have the right to assess the deductible to Unit Owners, and such other expenses including but not limited to management administration fees and public adjuster fees for the loss incurred by the Trust, as the Trustees may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible and such expenses to Unit Owners(s) sustaining property damage to their units.
- 13.4 In the event of property damage to a unit or units, the Trust shall not be responsible for the payment of the deductible but rather said Unit Owner or Unit Owners shall be responsible for same regardless of the cause of the claim.
- 13.5 Each Unit Owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds and amounts to insure his or her unit, personal effects and contents, unit improvements and coverage for the Condominium Trust's deductible, as well as, insuring for liability and all such other coverage which said Unit Owner desires. Documentation of said Insurance Policy must be submitted to Management by October 1st each year.
  - A. All Unit Owners shall obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, coverage A in satisfactory amounts, and any other insurance deemed necessary by the Unit Owner or his or her agent to provide coverage for the Condominium's deductible.
  - B. It is recommended that all Unit Owners review their own insurance coverage with their own insurance agent or insurance advisor.

- C. Investor Owners should also obtain coverage for the loss of rent, liability and all other appropriate coverages. Investor Owners should obtain written verification that their tenants have appropriate insurance coverage.
- 13.6 Damage less than Master Policy Deductible – If a Unit Owner sustains property damage in amounts less than the Condominium Trust’s Master Policy deductible, the Unit Owner shall be solely responsible for the cost to repair the damage, and the Unit Owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a unit in an amount less than the deductible, and no Unit Owner shall file a claim under the Master Insurance Policy. The Unit Owner must resolve the claim with their individual insurance agent or carrier.
- 13.7 Damage in Excess of Master Policy Deductible – The following steps should be followed when damage occurs in a unit in excess of the Condominium Trust’s master policy deductible:
- A. Damage in excess of the Condominium Trust’s Master Policy deductible must be reported within 24 hours to Management. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. Unit Owners shall also notify their Insurance Carrier at the same time. The damage may be inspected to assess the approximate cost of the damage.
  - B. The Management Agent will notify the Trust’s Insurance Agent of the loss. Should immediate repairs need to be made in order to ensure the safety of unit occupants, the Management Agent will secure approval for these repairs from the Insurance Carrier.
  - C. The Management Agent will instruct the Unit Owner to secure bids to repair the damage within thirty (30) days. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner’s signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with their own insurance agent or carrier, as per Rule 13.6.
  - D. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Agent and the Master Policy Adjuster in order that the scope of the work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of Insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.
  - E. In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the Unit Owner must abide by its decision.
  - F. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence work. Unit Owners may ask that the Trust request payment of the claim in order that the Unit Owner has funds to initiate restoration work.
  - G. Final payment of the insurance proceeds, less any expenses incurred by the Trust, including but not limited to Public Adjuster or Management Administration fees, will be made when:
    - i. The Insurance Adjuster has had the opportunity to inspect all repair work, if required.
    - ii. The Trust has received the final payment from the Insurance Carrier.
    - iii. The Unit Owner has signed a release.
- 13.8 The Trust shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.
- 13.9 The Unit Owner is responsible for the condominium master policy deductible for items covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc. not covered by the Master Policy.

## 14. MOVE IN/OUT

- 14.1 When a change in occupancy occurs, each Unit Owner, including an Owner of a unit that is occupied by a tenant, shall notify Management and complete a new census form.
- 14.2 When a change in occupancy occurs, each Unit Owner, including the Owner of a unit that is occupied by a tenant, shall pay a fee of \$100.00 to Management thirty days (30) prior to the moving date. If Management has not received the move-in/move-out fee at least seven days (7) prior to the move date, a \$100.00 fine will be assessed to the Unit Owner's account. The Unit Owner moving out must provide Management with their forwarding address at the time of the deposit.
- 14.3 Any resident moving in or out of a Unit of the Condominium shall schedule the move with Management (a minimum of seven days in advance) to allow ample time for Management to protect the elevators and other Common Areas for the scheduled move.
- 14.4 All moves must be completed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Saturday. Moves are not permitted on Sundays or holidays.
- 14.5 A fine of \$100.00 will be assessed if the move in or move out is not completed within the allotted time frame or if it was not previously scheduled with Management.
- 14.6 Unit Owners will also be responsible for fines resulting from violations of rules and regulations pertaining to move in/move out, and any damages caused during the move by themselves, their tenants, or their movers.
- 14.7 An elevator key will be provided to the resident who is moving. This key must be used when using the elevators during the move. The key must be returned promptly by the end of the day. The Unit Owner will be fined \$100.00 if the key is not used during a move or the key is not returned, plus the cost for repair of damage caused to the elevator from not using the key.
- 14.8 Garage and building doors must not be propped open and left unattended.
- 14.9 The Trustees may charge the Unit Owner for the cost of repair of any damage to the Common Area and for the cost of cleaning trash and debris left in the Common Areas as a result of the move by a Unit Owner, or Tenant of a Unit Owner. The Trustees may also charge the respective Unit Owner for any damage caused to another unit at the time of a move in or move out of the unit by a Unit Owner, or Tenant of a Unit Owner.

## 15. LEASING/RENTING

- 15.1 Any Unit Owner, who shall rent or lease his/her unit, shall contact management to request a new census form. This form must be completed and returned prior to commencement of the lease.
- 15.2 The minimum term of a lease is six-month duration. The Unit Owner must furnish a copy of the executed lease to Management, and the permanent address and emergency telephone number of the Unit Owner(s) prior to commencement of such lease. (No unit shall be sublet by the lessee). All Owners and Tenants will sign a copy of the Rule and Regulations stipulating to agree to adhere to them.
- 15.3 No Airbnb/VRBO or any like kind rentals are permitted at The Montvale.
- 15.4 All tenants or occupants are subject to Condominium rules and regulations, and the Unit Owner(s) shall be held responsible for all infractions, if any. The lease shall contain an express provision that the tenant has received a copy of the Condominium Documents including the Handbook and Rules and Regulations, or appended thereto, which provision must be separately signed by both the Unit Owner and the tenant, and a copy furnished to Management.
- 15.5 The Unit Owner (not the tenant) is always responsible for Condominium fees, assessments, Move In/Out fee, insurance deductibles, or any other charge the Trustees may assess to the unit.

## 16. PARKING

- 16.1 No deeded parking space shall be used by any person other than the owner of the space, owner's lessee, or guests. Each parking space is to be used solely for the parking of currently registered and licensed private passenger vehicles in operating condition. No items can be left in parking spaces. All vehicles must fit within the space accordingly.
- 16.2 Unit Owners may not park in visitor spaces without prior written permission from the Board of Trustees.
- 16.3 Visitors may park in the spaces directly in front of the buildings, and in front of the swimming pool fence for no longer than two (2) days per calendar month. For longer duration Visitors must park in the visitor spaces along the bottom of the hill, with prior written permission from the Board of Trustees for no more than seven (7) days.
- 16.4 For the purpose of regulating parking at The Montvale, every vehicle that is parked on property more than 4 nights in a seven-day period shall be deemed an additional vehicle belonging to the resident and is subject to the parking rules that apply to residents.
- 16.5 Contractors, workers, delivery vehicles (cars and/or trucks), etc. must park in the designated visitor parking spaces only and are not allowed to park overnight. It is the responsibility of the Unit Owner to inform his/her tenants, guests, contractors, workers, etc. of the parking restrictions. Decisions regarding what qualify as a commercial vehicle will be at the discretion of the Board of Trustees.
- 16.6 Overnight parking of commercial and/or lettered vehicles is not allowed on the premises without prior written permission from the Board of Trustees. Violators will be fined per the fine structure.
- 16.7 Parking is strictly prohibited in the FIRE LANES. Any vehicle parked in a fire lane may be ticketed by the Stoneham Police Department or towed without notice at the Owner's expense. Vehicles parked in NO PARKING zones are subject to fines or towing.
- 16.8 Handicapped Parking Spaces are reserved for use by a handicapped person with a vehicle displaying a handicapped placard.
- 16.9 Vehicles parked in violation of the policies and regulations unless otherwise stated, may be given a warning, fined or towed (depending on the severity of the offense, inconvenience, or hazard such violation poses to other residents. Fines and tow charges shall be at the vehicle owner's expense. Unit Owner's accounts shall be assessed with fines for violations of the parking rules by the Unit Owner, and their guests, invitees, or tenants of a Unit Owner.
- 16.10 Vehicle repairs are not permitted anywhere on the Condominium property. If a vehicle is repaired on the Condominium property and such repair causes damage to the property, the cost to repair such damage will be assessed to the Unit Owner, and fines may be imposed at The Trustees discretion. Unregistered, uninsured, or non-inspected vehicles are also not permitted anywhere on the Condominium property and, after appropriate notice, may be towed at the owner's expense.
- 16.11 The parking spaces are to be used solely for the parking of private passenger vehicles.
- 16.12 Any parking space with oil leaks will be cleaned properly by Unit Owners to the satisfaction of Trustees. If not, cleaning will be done by Trust and billed back accordingly.  
  
Any vehicle leaking should be removed from the property immediately.

## 17. SNOW REMOVAL

- 17.1 Residents and their guests, who do not comply with the posted snow removal procedure and thereby hamper snow removal, will be fined. The resident will also be responsible for clearing the parking space.

## 18. POOL

- 18.1 The following Swimming Pool Rules and Regulations and Sanitary Code are posted in the pool area.
- 18.2 No lifeguards are on duty at the pool. Use of the pool is at your own risk.
- 18.3 No swimming after dusk.
- 18.4 No alcohol allowed in the pool area.
- 18.5 Only three (3) guests allowed at the pool per unit. Requests for exceptions to this rule must be put in writing to Management. Requests will be reviewed by the Board of Trustees.
- 18.6 All guests must be accompanied by a resident of the Montvale Condominium.
- 18.7 Non proficient swimmers must be accompanied by proficient swimmers.
- 18.8 Please do not reserve furniture for the individuals that have not yet arrived at the pool.
- 18.9 If you are using suntan lotion/oil, please place a towel on the furniture to protect the furniture from discoloration.
- 18.10 Obscene language and/or behavior are prohibited.
- 18.11 The following items are NOT allowed in the pool or the pool area:
  - Alcohol of any type
  - Glass containers of any kind
  - Pets or animals of any kind
  - Flotation devices of any kind except for flotation devices used to aid non proficient swimmers, such as inflatable wings.
  - Footballs, basketballs, Frisbees, balls of any kind
- 18.12 NO diving or jumping allowed in the pool
- 18.13 NO throwing money in the pool
- 18.14 NO standing or walking on the ropes. DO NOT move the ropes.
- 18.15 NO rowdiness or running of any kind in the pool area
- 18.16 NO cooking allowed in the pool area
- 18.17 PLEASE properly dispose of food and beverage containers in the barrels provided
- 18.18 NO excessive screaming
- 18.19 NO smoking in the pool area.
- 18.20 It is recommended that residents do not swim alone
- 18.21 Pool furniture is offered on a first come, first serve basis.
- 18.22 SANITARY CODE: No person having a communicable disease shall be employed or work at a swimming, wading or special purpose pool.

The following regulations will be enforced by the operator: (a) No bather shall enter the pool unless he first takes a cleansing shower. (b) No bather shall wear a bathing suit that is unclean. (c) No person suffering from a fever, cough, cold, inflammation of the eyes, nasal, or ear discharges, or any communicable disease shall be allowed the use of the pool. (d) No person with sores or other evidence of skin disease, or is wearing a bandage, or medical covering of any kind, shall be allowed the use of the pool. (e) No person shall spit in, or in any other way contaminate the pool or its floors, walkways, aisles, or dressing rooms. (f) No glass, with the exception of shatterproof light shields, shall be permitted in the pool or on walkways within 8 feet of the pool. (g) No person shall bring or throw into the pool any objects that may in any way carry contamination or endanger the safety of bathers. (h) Not to exceed 40 bathers.

The operator shall cause a sign to be placed at the entrance of the pool enclosure, or on a wall of the dressing room where one is provided, which reads substantially as follows: "All persons

are required to take a cleansing shower/bath before entering the pool. No person with a communicable disease is allowed to use the pool.”

18.23 All individuals must wear incontinent swimwear designed specifically for the pool.

## 19. UNIT MAINTENANCE RESOLUTION

19.1 Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55 % at all times.

19.2 Unit Owners shall be responsible to:

- (i) clean and dust the surfaces within a Unit on a regular basis;
- (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) engage a professional technician annually to inspect and service the heat pumps within the Units. Unit Owners shall maintain records of such annual service and provide to Board upon request;
- (vii) use flood check brand hoses or high-pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
- (x) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

19.3 Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), all vents and exhaust, at least annually. In addition, dryer vents shall be professionally cleaned at least once every five (5) years and shall provide evidence of the same to the Board upon request.

19.4 Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

19.5 Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and/or to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4 and Section 12 of the Master Deed.

- 19.6 Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Trust, including, but not limited to, expenses for industrial hygienists and attorneys' fees.
- 19.7 Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.
- 19.8 Any expenses or fines or attorneys' fees charged to a Unit Owner pursuant to this Resolution shall be collectible as a common expense.