

RULES & REGULATIONS – Rev 2024 (New text in Red)

1.0 Use of Units

Each condo within Paul Revere Village is to be utilized as a single-family residence only in accordance with the Millbury Zoning by-laws.

Home offices are permitted but are restricted from public access. Commercial, day care, religious, altruistic and education trade or business being conducted from the condo is not permitted.

No nuisance can be created either willfully or negligently within the condominium or its property. Quiet hours are from 11:00 p.m. to 7:00 a.m.

2.0 Maintenance of the Units

Each homeowner is responsible for keeping the unit's fireplace chimney clean. All firewood must be insect free and is to be stored inside the garage. Refer to the Fireplace and Chimneys section for mandatory fireplace inspection and cleaning.

Each homeowner is responsible for shutting off and draining water from the pipe to the outside faucet. Otherwise, the pipe may freeze and burst. If the pipe freezes and bursts, you, the homeowner, are responsible for the repairs, NOT the Association. If you do not know how to do this, please contact a Board member.

Each unit owner or resident is responsible for his own safety and that of his family and guests while in and about the common areas.

3.0 Use of Common Grounds

Per our Master Deed: Section 10 Townhouse Appurtenances

Each unit shall have the exclusive right to use the yard immediately to the rear of the unit to a depth of 20 feet.

No one, including children, should be walking through, running or playing in homeowners' back areas. While it is considered common area that the Association must maintain in landscaping, it is a private area for each homeowner. Children must be supervised while playing outdoors, and cannot be screaming or running through other homeowner's areas. Children are not allowed to climb trees. Parents and children are responsible for collecting their trash and toys each evening.

Contractors

Residents are prohibited from making requests of or interfering with the work of contractors which the board has hired to perform work on the premises of Paul Revere Village. Contractors are answerable to and will take instruction from the PRVA board alone. **Residents who are found to have contacted our contractors to make their own requests, question the work they are doing, or how they are doing their work will be fined in the amount equal to one month's condo fee on each occasion that it occurs.** If you have a specific request for a contractor, contact the PRVA board.

Exterior Changes

Per Article 8 of the Master Deed, an owner shall not make any change or modification of the townhouse exterior or interior change that would affect or modify the structural/supportive characteristics or integrity of the building. If an owner wishes to make any change or modification, he/she must put the request in writing and submit it to the Board for approval before any changes are made. No changes can be made without Board approval. The following items are permitted:

Decorative flags in flagpole mounts only

Window air conditioners

Nothing may be attached to the exterior of the unit, including decorative plaques, or thermometers. Any violation will result in a \$200 fine and the homeowner will be responsible for replacing the vinyl siding.

Mailboxes

You are prohibited from putting any numbers or names or defacing in any way the outside of your mailbox. You may put your name on the inside if you wish.

Hunting & Shooting

Hunting and target shooting is not allowed on any part of the property including the woods.

Paved Surfaces

Any damage to driveways or any tarred areas due to negligence, such as oil spillage or objects marring the surface of the macadam is a homeowner problem and is their responsibility to repair.

Skateboards

Skateboarding is allowed within the complex as long as it is done in a safe manner including but not limited to the following restrictions:

1. No skateboarding is allowed on Bunker Hill Road due to the amount and speed of traffic.
2. Skateboarding will be allowed from April 1 to October 1 no later than 8:00 p.m. and from October 2 until March 31 no later than 5:00 p.m.
3. There will be absolutely NO skateboarding after dark.
4. Ramps or any other similar jumping devices are strictly prohibited.
5. Anyone found to be in violation of the above rules, will be subject to the usual fines as with any other restrictions.

Basketball Hoops

Basketball hoops are not permitted at Paul Revere Village.

Window Coverings

Residents are prohibited from installing coverings over their garage door windows.

Reception Antennas & Satellite Dishes

Satellite dishes may only be installed after receiving written permission from the Board of Governors and placement of the satellite dish has been agreed upon. Furthermore, residents shall not permit their satellite dishes to fall into disrepair or to become a safety hazard.

Radon Mitigation Systems

Radon mitigation systems may be installed with prior approval from the Board and ductwork must run within the interior of the unit.

Ductless A/C, Mini Split Heat Pump Systems

Ductless A/C, or Heat Pump systems may be installed with prior approval from the Board and lines must run within the interior of the unit. The exterior compressor should be located under the deck or beside the deck at the rear of the unit.

Solar PV Panels

Owner must sign a PRVA Solar PV panel Installation Agreement. In this, the owner agrees:

1. An insured contractor, who is licensed to perform business in the Commonwealth of Massachusetts, must install the PV panels. A copy of the contractor's proof of insurance or similar evidence must be submitted to the board of PRVA.
2. The PV panels may only be installed upon the roof surface covering the owner's townhouse. Panels may not be installed on the roof surface of the neighboring units.
3. The owner agrees to pay for the removal of the panels if the board of PRVA determines that access to the roof surface is necessary for maintenance such as re-shingling of the roof.
4. The owner is responsible for any roof maintenance issues directly resulting from the installation of the panels such as, but not limited to, water leakage at the points where the PV panel racks are mounted to the roof.
5. If the owner sells their unit, the new owner must sign a similar agreement to this or the original owner must pay to have the panels removed before the board will issue a 6d Certificate.

Pools

Children's pools are not allowed on the decks. There must be adult supervision around pools at all times. Also, pools must be emptied each night and stored either under the deck or in the garage. UNDER NO CIRCUMSTANCES should a filled pool be left out overnight.

4.0 Fireplaces & Chimneys

Wood, coal, and pellet stoves are not allowed unless you meet current specifications. Specifications may be obtained through the Board of Governors. You may use your fireplace only as it was originally built and intended. Each homeowner is responsible for keeping the unit's fireplace chimney clean. Burning of trash is prohibited. Dry, insect free wood may be stored in your garage. No wood is allowed under the decks or on common area grounds. You must have your fireplace and chimney inspected by a licensed chimney sweep at least once every two years and submit a certificate of inspection to the Board. If you have a failed inspection, the Association requires you to fix the problem and then submit the proof of repair. Inspections must take place in odd numbered years between April 1st and September 30th. Certificates are due October 1st. Failure to abide will result in a fine of \$200 per year. If you use your fireplace or pellet stove, the Board strongly suggests inspection and cleaning once a year by a licensed chimney sweep.

5.0 Decks

Decks will be maintained by the Association and will be re-stained for their protection as the Board determines. Any repairs required due to negligence will be billed directly to the homeowner.

Snow on Decks

Owner is responsible for maintaining safe egress from rear of unit. If owner does not or cannot shovel the snow the association will have it performed and bill the unit owner.

Objects on Deck in Winter

Due to the need to be able to clear the snow from roofs often this requires shoveling snow onto a unit's deck. Neither the snow removal company or the association will be responsible for any damage to belongings caused by this necessary activity. Suggestion is that owners store deck items in the garage or neatly under the deck during the Winter.

6.0 Parking

Parking (cars or trucks) is allowed only in driveways, multi-car lots, and marked areas on the streets. Marked areas are the right side of Bunker Hill Road, between the mailboxes and Meetinghouse Lane. Multi-car lots are for temporary and visitor parking only. Homeowners are to park in their garage and driveway. Furthermore, parking in the marked areas on Bunker Hill Road is prohibited from December 1 to April 1 during the hours of 1:00 a.m. to 6:00 a.m. Parking in the marked areas on Bunker Hill Road is prohibited during and after a snowstorm in order to facilitate snow removal. Call the Millbury Police non-emergency number (508-865-3521) if there is an on-street parking problem.

Parking of any vehicle (car, truck, boat, etc.) on (totally or partially) grassy common areas is prohibited.

Vehicles without current license plates and inspection stickers or which are inoperable are prohibited from the premises, except such may be kept in a homeowner's garage. Any vehicle

such as these described or that are in violation of the governing documents of the Association may be removed at the owner's expense by the Association.

Recreational Vehicles, Trailers, Campers and Boat Parking Regulations

1. Designated Parking Area: - Recreational vehicles, including but not limited to trailers, boats on trailers, skidoos on trailers and campers are permitted to park only in the designated area specified by the Paul Revere Village Board for a monthly fee. The area designated by the Board is located in front of 55-58 Lexington Rd units. Non-motorized vehicles exceeding 30 feet and motorized recreational vehicles exceeding a length of 20 feet are prohibited from parking within the Paul Revere Village.

2. Eligibility:- Only homeowners within the Paul Revere Village Association are allowed to park recreational vehicles/trailers in the designated area. A yearly contract must be signed by the owner stating how many months the recreational vehicle/trailer will occupy a parking space at the assigned lot.

3. Registration:- All recreational vehicles parked within the community must be registered to a homeowner within Paul Revere Village. Proof of ownership is required. Registration must be sent to Board@paulreverevillage.com.

4. Parking Fee:- A monthly parking fee of \$50 is applicable for each recreational vehicle, camper and trailer. Payments must be made by the 15th of each month to maintain parking privileges.

5. Non-Payment Consequence:- Late fees will apply after the 15th of the month. Failure to pay the monthly parking fee within the specified timeframe may result in the towing of the recreational vehicle at the owner's expense.

6. Vehicle Size Restrictions:- Non-motorized vehicles exceeding 30 feet and motorized recreational vehicles exceeding a length of 20 feet are prohibited from parking within the Paul Revere Village.

7. Aesthetics and Safety:- Homeowners are responsible for maintaining the aesthetic appearance and safety of the parked recreational vehicles. No hazardous materials or visibly damaged vehicles are permitted. The Board or the Association are not responsible for any damages or stolen items parked in the designated area.

8. Enforcement:- The Paul Revere Village Board reserves the right to enforce these regulations, ensuring a fair and consistent application of rules for the benefit of the community.

Commercial Vehicles

Per our Master Deed and By-Laws, commercial vehicles are prohibited from PRVA property, including streets, common lots or driveways.

Section 9; RESTRICTIONS ON USE OF TOWNHOUSES page 8:

No part of the premises, including but not limited to the parking areas and driveways, shall be used for parking or storing of commercial vehicles, unregistered vehicles or any motorized recreational vehicles longer than 20 feet.

PRVA will consider a vehicle to be a commercial vehicle if it meets any of the below:

- Any vehicle which has commercial plates.
- Any vehicle which has a vehicle weight of more than 6,000 pounds unless it is a sport utility vehicle, passenger van, pickup truck or cargo van meeting the definition of a private passenger vehicle
- Any pickup truck or cargo van, owned by a partnership, trust or corporation, unless the vehicle meets the definition of a private passenger vehicle
- Any pickup truck or cargo van if on the bed, roof or sides of the vehicle tools, equipment, supplies and materials are transported to or from a job site (personal projects without compensation are not considered a job site)
- A vehicle which has business lettering, markings and/or advertisements on it • A vehicle used for hire to plow
- A vehicle used for hire to transport or store goods or merchandise (unless the vehicle is owned by an individual, the maximum carrying capacity is 1,000 pounds or less, and it is only used on a part-time basis)
- A vehicle used to transport or store goods or merchandise intended for sale in the operator's business (unless the vehicle is owned by an individual, the maximum carrying capacity is 1,000 pounds or less, and it is only used on a part-time basis)
- Any vehicle which is used to transport passengers for hire such as a school bus, transit bus, or taxi. (vehicles used for Uber or Lyft are excluded)

Any commercial vehicle that is temporarily on-site to provide services to a resident or to the Association shall not be deemed to be "parked."

7.0 Trash Collection/Recycling

Each unit is allowed per week: (4) 13 gallon white kitchen trash bag or the equivalent of (1) 50-60 gallon barrel.

Recycling is mandatory at PRVA and included in our rate. **Recyclables and paper are picked up with regular trash collection.** Consult the PRVA web site for details on recycling.

8.0 Pets

There is a limit of two dogs OR two cats or any combination thereof (i.e. one dog and one cat) per unit. Small animals such as birds, hamsters, gerbils, guinea pigs, etc. are limited to three in addition to the above.

Rental units - except for service animals and emotional support animals, rental units are not allowed to have pets. If a unit owner rents to tenant in need of a service animal or emotional support animal, the unit owner is required to:

- Notify the Board in writing of the intent to rent to a tenant that requires a service animal or emotional support animal.
- If the pet is an emotional support animal due to a disability, the unit owner must provide to the Board medical documentation that the animal is needed.
- Ensure the tenant adheres to PRVA pet rules. If tenants do not follow the pet rules, the unit owner will be responsible for all fines incurred. (see Fines)

Unit owners who lease units to tenants who bring pets onto the premises, with or without the unit owner's knowledge, will be fined per-day until pet(s) have been removed from premise. (see Fines)

1) Pets are to be kept off landscaped/mulched areas at all times. Pets are to be kept off newly seeded/repaired areas of ground until such area has been fully established with strong growth of grass.

2) No housing/cages for pets are allowed on any part of the grounds. Animal runs/lines are not allowed.

3) Unit owners are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. If the pet(s) of guests stay in a unit for more than 30 days, the unit owner is required to register with the board and provide a copy of the pet's license, if applicable.

4) Owners must be responsible for their pets at all times. 5) Dogs and cats must have had all required immunizations. Dog Specific Rules: 1) Dogs must be properly licensed by the Town of Millbury. Unit owners must register their dog with PRVA and provide a copy of their dog's license yearly. New unit owners must register their dog with PRVA and provide a copy of their dog's license within 1 month of purchasing their unit, and then yearly each subsequent year.

2) Dog owners shall immediately clean up and properly dispose of all animal feces. This includes the areas around the units and common areas. Pet owners may keep one small, garbage can with a lid, at the front of their garage for disposal purposes. Failure to immediately clean up and properly dispose of animal feces will result in a dog waste cleanup fee of \$200 and a fine for the rules violation. (see Fines)

3) When dogs are outdoors, either within the property boundaries of your unit or in the common areas, they must be under the complete control of the owner and on a leash of no more than 6 feet, which is designed for the minimum weight of your animal.

4) Dogs may not be tied up outside unless the owner is physically outside with the animal. For example, a dog may only be tied up at the rear of the building if the pet owner is physically present outside at the rear of the building with the dog. If the pet owner needs to go inside for

any reason, they must bring the dog inside with them. Furthermore, if the pet owner is outside in front of the unit, the dog must either be inside or tied up outside in the front of the unit with the pet owner physically present.

5) If a dog causes any physical damage to the grounds, landscaping, or exterior of the buildings, including decks, downspouts, or any other component, the Association will bill the unit owner for the cost necessary to make repairs. Should any of the above rules be broken, please advise a member of the Board; however, it is your responsibility to contact Millbury's Animal Control Officer via the Millbury Police at (508-865-3521) for any problems concerning animals.

6) Pet owners shall not permit their dog to engage in excessive barking or howling or vocalizing outside of a unit in any manner, or barking, howling or vocalizing inside of a unit in such a manner as to be heard beyond the premises where the dog is quartered for more than 15 minutes between the hours of 10:00pm to 7:00am or for 30 minutes between the hours of 7:00am to 10:00 pm.

9.0 Leasing of Units

Paragraph 9 of the Master Deed requires all leases and rental agreements to be

1) in writing

2) for a minimum of 30 days

3) with a copy of the lease or rental agreement provided to the Association within 30 days.

Failure to do so will result in a fine equal to one month's condo fee for each delinquent month.

The Association has the right to evict any tenant who fails to comply with the Association's Master Deed or By-Laws.

10.0 Selling Your Unit

Notify the Board when your unit has been placed on the market. Direct all inquiries for questionnaires or 6Ds to Board@PaulRevereVillage.com. Allow two weeks for completion and return. A transfer fee of \$500.00 must be paid in advance to obtain a 6D for a sale. A transfer fee of \$250.00 must be paid to obtain a 6D for a refinance.

11.0 Rules Enforcement

Unit owners will be sent a written warning letter via certified and regular mail. Exception: Warning letters will NOT be sent for parking violations, failure to pick up after your pet, or littering. (see Fines)

Unit owners will be assessed a per-day fine (see Fines) if their offense continues 24 hours after they receive a written warning. Those who do not pay their fine within 30 days from its imposition will not be issued a clear 6D certificate and will be subject to legal action and the recovery of legal fees.

Unit owners with damage to the unit or to the grounds caused by their dog will be charged an assessment against their unit. Legal action to recover the assessment will also be taken against the unit owner.

12.0 Condo Fees

Condominium fees of **\$350.00** are due on the FIRST of each month. There is a grace period of 15 days. On the 16th of the month, the unit owner will be assessed a \$25.00 late fee for each month that the fees are delinquent.

Delinquent Condominium Fees Process:

Late letters with their account ledgers are sent to the unit owner on a monthly basis.

At thirty (30) or more days delinquent, pursuant to Massachusetts General Laws Chapter 183A, Section 6(a) and the By-Laws and Rules of the Association, a warning letter will be sent to the unit owner.

At sixty (60) or more days delinquent, the account will be turned over for collection, which will include notification of your default to the holder(s) of a mortgage(s) secured by the unit. This will also result in the Association incurring attorney and collection costs, which the unit owner is also obliged by law to reimburse to the Association. A lien will be placed against the unit until the same are paid in full.

13.0 Insurance

PRVA provides a Master Policy which is an “all in” policy. Consult your personal insurance representative for additional coverage. Homeowners are responsible for the first \$25,000 deductible per occurrence on your HO6 homeowners’ policy. There is also a \$10,000 ice dam per unit deductible. Certificates of insurance may be requested by emailing certificate@imaagency.com.

14.0 Fines

Infractions against the Master Deed, By-Laws, or Rules & Regulations shall be handled as follows:

A certified letter of warning will be mailed to the homeowner. (Warning letters will NOT be sent for parking violations, failure to pick up after your pet, littering or **talking with contractors**.)

If corrective action is not taken within the specified time frame, a \$50 fine per infraction per day will be assessed against the unit owner. [unless a higher fee/fine is dictated in the rules] A unit owner may request a hearing before the PRVA board if they request a hearing in writing.

Failure to pay the fine will result in referral of the matter to the Association’s attorney. Unit owners will be responsible for any and all attorney fees incurred by the Association relating to collection of fines.