



BIRCHWOOD POINTE CONDOMINIUM RULES AND REGULATIONS

Welcome to the Birchwood Pointe Community!

This handbook addresses the rules and regulations of your condominium as well as management policies, and supersedes all prior rules and regulations. It is a reference tool to help enhance your quality of living and preserve your investment at Birchwood Pointe Condominium. While your condominium documents contain the Master Deed and Declaration of Trust, with a detailed explanation of the Rules and Regulations and your rights and responsibilities as a homeowner, this handbook is intended to acquaint each Resident with important points of the aforementioned documents.

These policies help to ensure a positive and reasonably safe living environment for all Residents. The result should be a safe and harmonious living environment for the entire community, where quality of life issues are addressed and all Residents are treated fairly.

This version of the Rules and Regulations has been ratified and affirmed by the Board of Trustees and supersedes any previous version. It is effective on the date of filing at the Commonwealth of Massachusetts Southern Essex District Registry of Deeds.

MANAGED BY:
Gemini Property Management, LLC
89 West Main Street
Merrimac, MA 01860
Telephone: (978) 346-8900
Emergency: (978)-808-2055

Emergencies: In the case of an emergency during normal business hours, please call the main number. Beyond normal business hours, please call the emergency number. Examples of emergencies that should be reported include: fire alarm audible, any type of water leak or fire hazard, any type of malfunction with heat or hot water equipment, loss of electricity, or common area doors not opening, closing, or locking. For an emergency situation that is contained within your unit, you should contact your own vendor. Should it threaten the common area or other units, contact Management immediately.

I. GENERAL

1. All Unit Owners are responsible at all times for compliance with the Association rules. This is applicable to any individuals residing in a unit, their guests, and any contractors working in their unit. The Trustees reserve the right to enforce these rules.
 2. All Unit Owners, their Residents and guests must comply with all local, state, and federal codes and laws at all times, and shall indemnify and save the Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith. The Trustees reserve the right to enforce these codes and laws.
 3. Unit Owners are responsible for assuring that Management has complete and up to date contact information for themselves and in the case of a leased unit, the tenants in their unit.
 4. Property damage and violations of rules incurred or caused by owners, Residents or their guests or contractors may result in fines and cost of repairs that will be assessed to the Unit Owner.
 5. Any Unit Owner leasing their unit must comply with the Birchwood Pointe Condominium Association Rental Agreement Policy. Contact Management and see Section II, Leasing.
 6. No noxious or offensive activities shall be carried on, including the creation of noise, odor, and vibration, in the common areas or common facilities of the Condominium; nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to other Residents. No Resident shall make or permit disturbing noises in the building by owners, Tenants, family, employees, agents, guests, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Residents. No Resident shall play upon, or suffer to be played upon, any musical instrument, or operate, or suffer to be operated, a television, stereo or any other device in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Residents. Additionally, noise levels are expected to be reduced from 10:00 p.m. until 7 a.m. so that neighbors are not disturbed. Every Resident is entitled to the quiet enjoyment of their unit at all times.
 7. A "6d Certificate" of good financial standing is required before transfer of ownership can be completed. Sellers (or their real estate agent or attorney) must request the Certificate from Property Management at least seven (14) business days in advance of the scheduled ownership transfer. The request is to be accompanied by a \$500 deposit, \$400 of which will be returned upon receipt by Management of completed Unit Owner Welcome Packet paperwork from the new owner. 6d Certificates requested less than 14 business days in advance must be accompanied by a \$700 deposit, \$400 of which will be returned upon receipt by Management of completed Unit Owner Welcome Packet paperwork from the new owner. The required paperwork includes the Certificate of Compliance with Section 8a of Master Deed form, the Uniform Data Form, and any other documents required by Management, (subject to change at any time).
 8. All Unit Owners are subject to local (Amesbury Board of Health), State (Department of Public Health 105 CMR 410.400) and Federal (Housing and Urban Development) limitations on the number of occupants within each Unit. **Occupants include guests who are present for more than 14 days in a 30-day period.** Any cost incurred by the Trust to ensure compliance will be charged to the Unit Owner.
 9. Moving large and heavy items such as appliances or furniture into or out of Units must be done between the hours of 8:00 a.m. and 8:00 p.m., in order to minimize disturbance for other residents. Unit Owners are responsible for any damages to common areas resulting from moving, as well as any related cost incurred by the Trust to remedy damages. Damages caused by a selling Unit Owner moving out may result in a delay in issuance of the 6d Certificate, unless there is an accounting for or payment of damages at or before the transfer of ownership.
 10. In order to comply with Massachusetts Carbon Monoxide law, Unit Owners shall be responsible for installing a single station carbon monoxide alarm in their units. Each device shall be installed in accordance with the manufacturer's instructions and state regulations. (Please refer to the Southern Essex
-

District Registry of Deeds website for more information – Book 25543, Page 293. Also, refer to the Consumer's Guide to Massachusetts Requirements for Carbon Monoxide Alarms:
<https://www.mass.gov/files/documents/2016/09/qw/carbon-monoxide-safety-guide.pdf>

II. LEASING OF UNITS: Unit Owners who rent, lease or let (collectively “Lease”) their unit are subject to the following:

1. Unit Owners and their Tenants and occupants are subject to and must comply with M.G.L. c. 183A (The Massachusetts Condominium Act) and the provisions of the Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations of the Birchwood Pointe Condominium as may be amended.
2. The Unit Owner is responsible for an administrative fee of Five Hundred Dollars (\$500.00), made payable to Birchwood Pointe Condominium Trust. The fee is to be paid every time the unit is rented to a new Tenant or a tenant that has not been on a lease the previous month. The Trust will rebate \$250 of the administrative fee if the Unit Owner is in compliance with all the requirements delineated within Section II. LEASING OF UNITS, prior to tenant occupancy. Additional administrative fees are not required for lease renewals with existing Tenants.
3. Requirements include, but are not limited to the following:
 - a. Unit Owners and Tenants must complete all forms in the Unit Leasing Application Packet as provided by the Trust, including the Certificate of Compliance with Section 8a of Master Deed form, and submit to the Board of Trustees for approval.
 - b. No Tenant may take residence prior to the written acceptance of the Unit Leasing Application Packet by the Board of Trustees or its Agent.
 - c. Any unit whose tenants take occupancy prior to the submission of all documentation and payment of the administrative fee will be subject to a penalty of \$250.00 and any other necessary administrative costs incurred by the Trust to complete the leasing file.
 - d. No Unit may be leased or rented for a period of less than six (6) months.
4. Unit Owners must provide the Trustees or Management with the names of all occupants of the Unit on the Certificate of Compliance with Section 8a of Master Deed form.
5. Unit Owners leasing their Units are responsible for the actions of their Tenants and occupants of the Unit.
6. Fines for any violations by Tenants or occupants of a Unit, or their guests, shall be assessed to the Owner of the Unit, and shall constitute a lien upon the Unit. It is the responsibility of the Unit Owner to pay any fines.
7. The Unit Owner is responsible for providing the Tenant with keys to the unit, common doors, storage areas, mailboxes and other such appurtenances to the unit.
8. The Unit Owner will provide the Trust with proof of condominium owner’s insurance and a certificate of insurance naming the Trust as an additional insured under the liability coverage in a minimum amount of \$50,000.00.
9. Unit owners leasing to their parents, grandparents or children will be exempt from the \$250.00 administrative fee, but must still submit all required documentation prior to unit occupancy.
10. Unit owners leasing their unit relinquish to their tenants all rights of use of the common elements, including recreational areas, laundry facilities, gardening, etc.
11. All units must comply with Association rental percentage regulations and constraints.

III. SMOKING

1. Unit Owners are responsible for ensuring that all individuals residing in their unit, their guests, and any contractors working in their unit adhere to the smoking policy, and for ensuring that smoke from inside their unit does not infiltrate other units or interior common areas.
2. Smoking **and vaping** is not allowed in interior common areas, including halls, inside entryways, laundry, utility and storage areas.
3. Smoking **and vaping** in the common areas is limited to areas designated by the Trustees. These all-season areas are subject to change at the discretion of the Board. The three designated areas are; behind Building 21 along the woods and visitor parking, behind Building 4 along the grass and visitor parking closest to the woods, and in front of Building 5 on the grass at the corner near the birch tree. These are the only common areas where smoking is permitted.
4. Smoking **and vaping** is not permitted in the Pool Area.
5. Cigarette and Cigar butts must only be disposed of in common area receptacles located at the designated smoking areas. Discarding of smoking materials on common areas is prohibited.

IV. TRASH

1. Trash may not be left in hallways or any common areas at any time. **This includes around the dumpster pads and gates.**
2. Dumpsters are provided for the disposal of trash. Dumpster use is restricted to Residents of the community. Dumpster covers, doors, and gates should be left closed at all times.
3. All materials for disposal must be placed inside the dumpsters. **Any resident leaving trash outside the dumpster will be fined.**
4. Large or bulky items, including furniture, appliances and in-unit construction materials and refuse, are not allowed in the dumpsters and must be removed from the premises by the Resident. If the Association must contract to have such items removed, the Unit Owner will be responsible for any removal costs and possible fines.
5. **Recycling is mandatory in Amesbury.** The dumpsters nearest the pool behind Building 4 and nearest to Building 21 are for single stream recycling; lists of materials to be recycled are provided to all new owners and published in newsletters and memos from time to time. Recyclable materials should only be placed in the recycling dumpster, not in the other dumpsters.
6. Large boxes used for moving and delivery of furniture and other goods must be **broken down and flattened** before being placed in the recycling dumpster.

V. COMMON AREAS

Hallways and Entryways:

1. For security reasons, common area entrances must remain closed and locked at all times, except for the purposes of entering and leaving the building.
2. All entrances must be kept clear of any obstructions. Personal items may not obstruct walkways and stairs while in temporary use.

3. Residents, their guests and pets are not allowed to play in the hallways at any time.
4. In order to maintain conformance with applicable health, fire, and safety codes, personal belongings, including shoes, articles of clothing, door mats, trash and baby carriages, etc., cannot be left or stored in the common areas.
5. The display of hallway door decorations in the common hallways is allowed, provided they do not interfere with movement or cleanliness in the halls and are not offensive in nature.
6. Bulletin boards are provided in vestibules for posting of Association notices and other items of interest to the community. Notices should not be removed until the dates referenced in the subject have expired.
7. The storage or locking of bicycles on the entranceway railings is prohibited at all times.

Grounds and Structures:

1. In order to maintain conformance with applicable health, fire, and safety codes, personal belongings including toys, clothing, shoes, trash, and furniture must not be left outside. The only exception is for bicycles, which may be left on the three bicycle racks provided.
 2. A neat and well-maintained lawn area is essential to the overall attractive appearance of the community. Vehicles and bicycles may not ride or park on lawn or landscaped areas.
 3. Recreational activities on the association roadways and parking areas are prohibited without the express written consent of the Board of Trustees.
 4. Exterior doors, windows, sliders, and screens must be uniform at all times, including holiday seasons. Exterior slider railings may not be used to hang or display any materials, including laundry or signs, etc.
 5. Fans and air conditioning units or exhaust duct work may not be mounted in windows or sliders without express written consent of the Board of Trustees. Any installation must be conforming with the architectural integrity of the building.
 6. Association-owned barbecue grills may be used only for the sole purpose of grilling food. Using grills for bonfires or as fire pits is strictly prohibited. Users are responsible for cleaning the grill equipment and surrounding area when finished. The Association grills may be used between dawn and dusk only. Gas grills are prohibited. Use of any personal grills on the property is prohibited.
 7. Except as hereinafter expressly provided otherwise, there shall be no obstruction of the Common Areas and Facilities of the Trust, nor shall anything be stored, displayed, erected, placed or maintained in the Common Areas and Facilities (except in storage areas which may be designated by the Board of Trustees from time to time), without the prior written approval of the Board. In the event such approval is granted, storage shall be at the sole risk of the person storing the materials.
 8. Association property in the common areas, including pool furniture, picnic tables, grills and barrels shall remain in their established areas at all times. Exceptions may be granted for a small gathering subject to written request submitted to management at least one week prior to the event's date, and subsequent approval by the Board of Trustees has been granted.
 9. Requests for Birdfeeders must be submitted in writing to Management. Feeding other wild animals is prohibited.
 10. Clotheslines on the property are prohibited.
 11. Gardening by Residents is permitted only according to guidelines approved by the Trustees. Contact Management for these guidelines. Planting in any common area plant bed is prohibited.
-

12. No cannabis plants may be kept, stored, cultivated or grown upon or within any Common Areas and Facilities of the Condominium, including but not limited to any planters, garden areas or lawns.
13. In order to maintain the character of the property and the integrity and consistency of the exterior appearance, the display of signs or symbols is prohibited.
14. Flammable materials such as gasoline, kerosene, propane, paint thinner, etc., may not be stored on the property unless approved by the Board of Trustees.

Pool: (SWIM AT YOUR OWN RISK – NO LIFEGUARD ON DUTY)

The swimming pool and cabana area is open from Memorial Day weekend through the weekend after Labor Day, weather permitting, for the enjoyment of all Residents and their guests. The following rules and policies encompass and seek to satisfy all federal, state and local codes, statutes, and ordinances, insurance requirements, and Association By-laws.

1. The pool area is open from 8:00 a.m. to 10:00 p.m., Sunday through Thursday, and 8:00 a.m. through 11:00 p.m. Friday and Saturday. Be considerate of neighbors during hours of operation and keep noise to a minimum. Every Resident is entitled to the quiet enjoyment of their unit at all times.
 2. Due to the size of the pool area, Residents have a two guest limit per unit. Residents must accompany their guests **at** the pool, and are responsible for their guests' adherence to all of the rules and policies of the pool. Unit Owners are subject to fines for the actions of their unit occupants and guests.
 3. As mandated by state law, users should shower before entering the pool. Persons with open sores, a rash, a skin disease, or a communicable disease are not allowed to swim in the pool.
 4. No one should swim alone and all individuals use the pool at their own risk.
 5. Glass containers, sharp objects, and animals or pets are not permitted at the pool.
 6. Proper bathing attire is required and no "cut-offs" are allowed in the pool.
 7. Materials and activities that can impact the operation of the pool are prohibited. This includes items that may get into the pool water and potentially clog the filters.
 8. Life rafts, inner tubes, balls, or styrofoam articles are not permitted. Children may use life jackets, vests, inflatable belts, and flotation devices. Diving, running, or excessive splashing is not permitted.
 9. Children under the age of 16 must be accompanied and supervised at all times by an adult. For safety reasons, children are not allowed inside the cabana. Children not toilet trained must be in cloth diapers with plastic pants or "swimmies".
 10. Users of the pool area must clean up after themselves. Food and beverages must be removed from the refrigerator by the end of each day. Refrigerator users are required to clean their areas of debris and belongings before leaving the pool. The umbrellas should be lowered and the cabana locked by the last person to leave the pool.
 11. Furniture in the pool area is provided for the benefit of the community and should remain in the pool area. Do not move furniture in such a way as to block access, and promptly return any moved furniture to its proper location when you are finished using it.
 12. Music may not be played so loudly that it affects other's quiet enjoyment of the pool.
 13. Smoking or vaping is not permitted in the pool area.
-

VI. PETS

1. All pets must be approved by the Trustees and registered with Management. Forms are available from Management.
2. Residents are not permitted to have dogs at Birchwood Pointe. Visiting dogs are also not permitted on the property.
3. Indoor cats and other domestic household pets are permitted. A maximum of two cats or other ordinary household pets are permitted per unit.
4. The maintenance, keeping, boarding, or raising of livestock, poultry, reptiles, or exotic animals is prohibited.
5. Breeding of pets is prohibited.
6. No animal may be tied to any common area element at any time, or utilize any common area, hallways or grounds.
7. Pets are not allowed in the pool area.
8. Owners of cats must provide satisfactory evidence that each pet is current for its rabies shot. A copy of the vaccination certificate must be submitted to Management.
9. Any expenses resulting from damages to a common area by a pet will be charged to the Unit Owner where the pet resides.
10. A Resident who allows any pet to be kept or maintained upon any portion of the property shall be deemed to have agreed to hold the Condominium free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the property.
11. The Trustees have the authority to request the removal of any pet that is a nuisance or a safety concern. Unit Owners whose units have pets that have violated any pet provisions may be assessed repair costs and attorney's fees, and/or may be levied such fine as the Trustees may reasonably determine. Unit Owners may also be required to permanently remove such pet from the Condominium upon three (3) days written notice from Management.

VII. VEHICLES & PARKING

A Unit Owner's deeded parking space is under their exclusive control, subject to all Association, local, state, and federal laws, which may include, but are not limited to, the following:

1. All Resident motor vehicles must have a valid vehicle registration which must be submitted to Management within 30 days of taking residence. All Resident vehicles must display a valid "Birchwood Pointe" parking sticker issued by Management. Only two approved passenger vehicles per unit will be issued a sticker.
 2. All vehicles within the confines of the property must be in operable condition and have a current registration and license plate. Any vehicle not in conformance is subject to fines and towing at the vehicle owner's expense.
 3. Each Unit Owner/occupant must park in the deeded space assigned to their respective unit. Additional vehicles of the Unit Owner and their residents or guests must use the visitor spaces. All visitor spaces are common and their use is not transferrable by anyone other than the Board.
-

4. Parking in the fire lanes or in front of building entryways is prohibited.
 5. All visitors must park in designated areas without exception. Violators will be towed at their own expense without notice. Long-term visitor parking (longer than two weeks) is prohibited **without written consent from the Trustees**. Management must be notified in advance of any visitor vehicle to be parked on property from 7-14 days.
 6. Residents must notify management when they will be using a replacement vehicle for more than 7 days. A temporary parking sticker will be issued for replacement or temporary vehicles that will be on property for 7 days or longer.
 7. Unit Owners who convey the exclusive rights and easements for their deeded space may not apply for resident parking permits until they reassume possession of their primary parking allocation.
 8. Motorcycles may park in smaller areas of the parking lot designated with an "M" so as not to use full parking spaces and relieve parking congestion. Motorcycles must utilize a kick plate or other such device so as not to create an impression in the pavement when parked. Motorcycles must park with the exhaust system facing away from the closest building, to minimize noise and fumes that may affect neighbors.
 9. Motorcycles are prohibited from the parking lot from November through April. In the event of a snowstorm April through October, motorcycles must be removed for snow plowing or be subject to towing and fines.
 10. Commercial trucks and commercial passenger vehicles are not permitted on the property. A commercial truck or vehicle is defined as one with attached equipment including but not limited to snowplows, commercial lettering or stickers, or by any other indications of commercial use or application, **regardless of license plate designation**. Boats, boat trailers, other trailers, motor homes, campers, and vehicles too large to fit into the marked boundaries of a single parking space by length or width without affecting common elements or adjacent vehicles are also prohibited. The sole exception is commercial vendor vehicles providing services at the condominium.
 11. To protect the safety of the Residents, especially children, all vehicles will operate at a speed not to exceed 10 MPH. Violators are subject to fines.
 12. Motor vehicles of any kind are not allowed to park or travel on the landscaped areas, lawn, or sidewalks. Vehicles are restricted to parking in designated areas only and may not block building entranceways, roadways, fire lanes, another Unit Owner's space, or access to fire hydrants.
 13. To avoid environmental problems or damage to common areas, repair of or fluid changes on vehicles on the property is prohibited. Exterior washing of vehicles is also prohibited.
 14. Any vehicle that continues to leak fluids (not including water condensation from air conditioning units) must be promptly fixed, or removed from the property within five days.
 15. Cars, trucks, motorcycles, or any motorized vehicle must maintain a noise level that will not interfere with the quiet enjoyment of Birchwood Pointe residents while in their units or on the common elements.
 16. Unit owners may petition the Board in advance in writing for permission to maintain a third vehicle on the property during the summer season between May 1 – October 31. subject to availability.
 - a. The third vehicle must be parked in a space that will least impact spaces regularly used by residents.
 - b. The owners will compensate the Trust at the rate of \$120.00 per season paid in advance for the privilege of maintaining the third vehicle.
 - c. Permission for maintaining the third vehicle on the property may be rescinded by the Board at its sole discretion for any non-compliance issue.
-

17. The Management Company and Board of Trustees have the authority to fine and remove from the property any vehicle in violation of the rules and regulations without notice, if circumstances warrant. Towing of vehicles will be at the vehicle owner's expense.

ENFORCEMENT AND VIOLATIONS FOR SECTIONS I through VII ABOVE

Violations of the provisions in the Master Deed, By-laws or Rules and Regulations (as may be revised from time to time) are subject to penalty for each occurrence. Fines for infractions of Rules and Regulations are as follows:

- **First offense** - \$ **50.00**
- **Each additional offense** - \$ **100.00**

VIII. SNOW REMOVAL

It is the responsibility of all Residents to know and participate in the procedure for moving vehicles to ensure proper and complete snow removal from the parking lots. In addition, all Residents are responsible for informing their guests of the snow removal policy and procedures. Guest vehicles are subject to the same rules as Resident vehicles.

In the event of a two inch or more snowfall (contractual language):

- **The vendor will plow the fire lanes and drivable pathways first** and throughout the storm's duration so that emergency vehicles can obtain access if necessary.
- **The Trust will implement a flag system to confirm any vehicle relocation requirement on any morning snow removal is scheduled.** Flags will be flown in the following locations: the dumpster corral at #21; the dumpster corral on the left heading up the hill to 5/7; and the post of the entry sign near Building 1. Anytime the flags are posted, the lot is scheduled for cleaning at 10:00 a.m.
- **All vehicles must be removed from the parking lot and fire lanes BEFORE 10:00 a.m.** on the morning that plowing will take place. If you are at home, you are expected to move your vehicle, so plan accordingly and clear off your vehicle in advance of the plow's arrival. Clean up will occur on one side of the property and proceed to the other.
- **Do not ask the plow driver to clear your parking space at any time.** There is a systematic procedure for snow clearing based on the parking lot layout and limited snow storage area on the property and the driver must plow accordingly.
- **If you are not at home or plan to be away** for an extended period of time, you must make arrangements to have someone move your vehicle for you before 10:00 a.m. for snow removal procedures.
- **The Board reserves the option of fining and towing noncompliant vehicles at its sole discretion.** The Board may also request that the snow vendor clear around noncompliant vehicles at additional cost. Residents who fail to relocate their vehicles as required will be responsible for any additional costs for snow removal incurred by the Trust as a result of their noncompliance.
- **Residents whose vehicles are towed for noncompliance will be responsible for all costs associated with the tow, including administrative fees and costs.**

ENFORCEMENT AND VIOLATIONS FOR SECTION VIII ABOVE

Any vehicle belonging to a Resident, guest, or invitee that violates the above vehicle rules and regulations, shall subject the Unit Owner of record to a fine. Violations of the provisions in the Master Deed, By-laws or Rules and Regulations (as may be revised from time to time) are subject to penalty for each occurrence. Fines for infractions of Rules and Regulations are as follows:

- **Each offense** - \$ **200.00**

IX. ALTERATIONS & HOME IMPROVEMENTS

External:

Alterations to the exterior of the individual units, common property or common grounds are prohibited. This includes railings, air conditioner sleeves, interior hallway doors, window casings, etc.

Internal:

Residents wishing to make permanent improvements inside a unit must submit a Unit Improvement Request Form to Management and complete all associated requirements 21 days in advance of project start date. Forms may be obtained from Management.

1. No unit shall install or cause to be installed any private laundry equipment including washers and/or dryers. Any units with pre-existing equipment installed prior to February 24, 2014 may maintain such equipment until its replacement is required subject to the following requirements of the Trust:
 - a. Any existing equipment cannot be replaced. Laundry equipment is not transferrable to a subsequent unit owner.
 - b. Any units having private laundry equipment shall provide prompt notice to the Association of the presence of the equipment.
 - c. The unit owner must subject the equipment to inspection by representatives of the Trust
 - d. Any equipment not installed to the requirements of local building code will be required to meet those standards or will be removed at the unit owner's expense.
 - e. Dryers must be vented to local code requirements.
 - f. Any unit with a washing machine must install armored water hoses and a leak detection device with audible alarm acceptable to the Trust.
 - g. Any unit owner found to have laundry equipment in their unit without meeting the requirements of Sections a.– f. of this rule shall be considered negligent and shall be held personally responsible for any damages caused as a result of the equipment's presence and operation and required to remove the equipment at their sole expense.
 2. The Unit Owner is responsible for ensuring that all appropriate work permits are in place prior to the start of any work.
 3. Alterations, additions, or changes must comply with all local, state and federal codes. The Trustees reserve the right to have units inspected for compliance.
 4. Alterations, additions or changes to the interior structure or changes that may affect the structural, electrical, plumbing, or heating systems require approval of the Trustees through Management prior to commencing.
 5. Any contractors engaged by a Resident must be licensed and carry, at their own expense, adequate general liability, builders risk, and worker's compensation insurance coverage.
 6. Evidence of such coverage must be submitted with each proposal to Management one week prior to the scheduled start date.
 7. The minimum level of general liability coverage is set at \$1,000,000 per occurrence
 8. Vendors and contractors working in a unit must comply with all association rules and by-laws.
 9. Vendors and contractors may not perform work or set up equipment in common areas, including parking lots and hallways, without the express written consent of the Board of Trustees.
 10. All proposed structural work and penetrations through the common elements, including floors, ceilings and walls, must be detailed.
-

11. Any potential noxious fumes or odors must be managed so as not to affect other residents.
12. Construction waste must be disposed of off-site, not in the dumpsters.
13. Contractor vehicles must be parked so as not to interfere with entryways or other residents.
14. If a contractor impacts any common area, it is the unit owner's responsibility to perform cleanup or repairs in coordination with the Management Company.
15. For plumbing work, if the water for the building must be turned off, 48-hours' notice is required to allow communication to other residents.
16. Working hours should generally be limited to 8 a.m. to 6 p.m., Monday through Friday. Any exceptions must be approved by Management.

Window and Sliding Door Replacement

Any Resident seeking to replace windows or sliding doors must comply with Association specifications; contact Management to obtain the specifications.

ENFORCEMENT AND VIOLATIONS FOR SECTION IX ABOVE

In accordance with the provisions in the Master Deed, By-laws or Rules and Regulations (as may be revised from time to time), failure to adhere to the above guidelines for unit alterations may result in corrective action by the Association at the Unit Owner's expense. In addition, fines imposed for such infractions will be 10% of the cost of the repairs incurred by the Association, or a \$50 minimum fee.

X. VIOLATIONS, ENFORCEMENT AND FINES

1. When the Board becomes aware of a violation, the Unit Owner will be fined, notified, and instructed to correct the violation. Notification will be by email (if available), first-class mail, and certified letter. If the unit is occupied by someone other than the owner, a courtesy copy will be provided to the resident by email (if available) and first-class mail. Fine amounts are outlined in the various Sections above.
2. Request for waivers of assessed fines must be in writing and submitted to Management by the Unit Owner within ten business days of the date of the fine, for review by the Trustees. The owner will be notified in writing of the decision.
3. If the violation is of an ongoing nature and is not corrected within five business days, a fine for a subsequent offense will be assessed. In like manner, fines for ongoing violations will be assessed weekly.
4. If a violation is of an episodic nature, but reoccurs within one year of the previous violation, it will be considered a subsequent offense. Similarly, if a violation of an ongoing nature is corrected, but reoccurs within one year of the previous violation, it will be considered a subsequent offense. Notification in these situations will be provided as in #1 above.
5. Fines will be added to the monthly common charges of the Unit Owner. All fines assessed shall be subject to collection in the same manner as common charges and shall be subject to costs of collection as set forth in the Declaration of Trust. Any legal fees incurred in the course of collecting such fines will also be paid by the Unit Owner.

XI. BOARD OF TRUSTEES

Pursuant to the Master Deed, the Board of Trustees of the Birchwood Pointe Condominium Association is a group of volunteers who are elected by the Unit Owners. There may be up to seven members of the Trustees, and they are elected for one or two-year terms. Each member of the Board has one whole vote on matters of Board business regardless of the fractional interest represented by their unit.

When any violation or suspected violation of the Trust documents or its Rules and Regulations occurs, the alleged violation must be reported in writing to the management company for review and appropriate action of the Board of Trustees. No anonymous complaints will be accepted or pursued. Residents are prohibited from personally interpreting or enforcing any terms of the Trust documents or its Rules and Regulations. Violations of this rule will subject the offending individual to a fine.

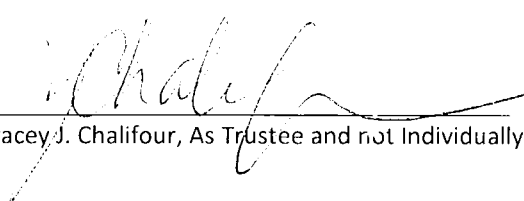
XII. SEVERABILITY


Since it is not possible for these rules and regulations to address every situation, the Trustees have the authority and responsibility to address unique situations not specifically covered, according to their best judgment.

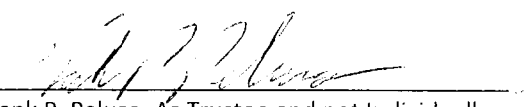
Each provision and rule may be considered as separate from the entirety of these rules and regulations as may be revised. If any of the provisions of these rules and regulations or the application thereof to any person, incident or circumstance is held to be invalid, the remainder of the rules and regulations (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected.


These rules were adopted by consent at a duly constituted meeting of the Board of Trustees, a quorum being present.

Signed and sealed on this the 25th day of April, 2022.


Tracey J. Chalifour, As Trustee and not Individually


David Kaloyanides, As Trustee and not Individually



Frank P. Peluso, As Trustee and not Individually


Alan E. Stern, As Trustee and not Individually


COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 25 day of April, 2022, before me, the undersigned notary public, personally appeared Tracey Chalifour, David Kaloyanides, Frank Peluso and Alan E. Stern as Trustees for the Birchwood Pointe Condominium Trust and proved to me through satisfactory evidence of identification, being [] driver's license, or other state or federal governmental document bearing a photographic image, [] oath or affirmation of a credible witness known to me who knows the above signatory, or [] my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public
My Commission Expires:

 **ANTHONY PETER CASTIGLIONE**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 31, 2025