

# **Treetop Park Condominium Trust Amended Rules and Regulations**

revised 08/14/2017, registered 12/13/2017, amended 10/13/2021, revised 04/11/25

**All Rules and Regulations exist to maintain and promote the best interests of all Treetop Park Residents and fall into two categories:**

1. **Maintaining and protecting the infrastructure** and value of the property and meeting all legal requirements of condominium associations in Massachusetts. The property includes:
  - A. Common Elements
  - B. Individual Units
2. **Promoting a positive quality of life for all residents**

**The Rules and Regulations listed below, established April 11, 2025 supersede all other previous Rules and Regulations.**

## **A. Rules and Regulations Regarding Common Elements:**

1. The Property shall be used for the purposes for which it was designed. Each Unit shall be used as a residence for the Owner and permitted lessees and members of their families
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees, except as stated in the Bylaws of the Trust and Amendments or the provisions herein
3. Nothing shall be done to, or kept in, any Unit or in the Common Elements which will increase the rate, or cause the cancellation, of insurance on any of the buildings or contents thereof.
4. Unit Owners shall not affix or place anything upon the exterior walls, doors, roof, or any part thereof without prior consent of the Board of Trustees. Window air conditioners are prohibited. Appropriate seasonal or personal decoration is permitted on individual decks and exterior garage walls at the discretion of the Board of Trustees.
5. The Town of Westborough Animal Control Bylaws,) Article 38 and all Sections following are the governing rule for animal control at Treetop Park.  
[\(https://www.westboroughma.gov/161/Animal-Control-Division\)](https://www.westboroughma.gov/161/Animal-Control-Division)  
In particular, note the Sections 2, 3 and 8:  
Section 2: "Care and Control" – A dog shall be considered to be under care and control if it is on the premises of its owner or keeper or if the dog is accompanied by its owner or other person responsible for the dog, who is in full control and such dog is securely restrained with a collar and leash or such dog has a functioning electronic collar while in range and in sight of the owner/keeper.

Section 3: Any owner or keeper of a dog six (6) months of age or older shall by January 1 cause the dog to be registered, numbered, described and licensed with the Town Clerk in accordance with the laws of the Commonwealth of Massachusetts. Dogs under six (6) months of age may be licensed as soon as they are vaccinated against rabies. Dogs shall also wear identification tags that identify the owner of such dog.

Section 8: NUISANCE DOGS or DANGEROUS DOGS (see website)

All pet owners will be held responsible for picking up after their pets if the pet has defecated on Treetop Park property. Pet feces must be disposed of hygienically and out of sight (not under decks unless in a covered metal container). All pets must be kept inside the owner's Unit at night.

6. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, which may be, or become, an annoyance or nuisance to the other Unit Owners or Occupants. No Unit Owner shall create excessive noise or other disturbance between the hours of 11 PM and the following 8 AM that may disturb or annoy other occupants of the adjacent Units or surrounding buildings.
7. Nothing shall be done in any Unit--or in, on, or to the Common Elements--which will impair the structural integrity of any building or which would change the structure of any of the buildings (i.e., no holes made and/or items attached to the building).
8. No clothing, sheets, blankets, laundry, or similar articles shall be hung out of any Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
9. No "For Sale", "For Rent", or "For Lease" signs or other window displays of advertising shall be maintained or permitted on any part of the Property or in any Unit therein. The right is reserved by the Board of Trustees to approve placement at the entrance of a Unit "For Sale", "For Rent" or "For Lease" signs for any unit up for sale, unsold or unoccupied Units. In no event will any sign be larger than one foot (1') by two feet (2').
10. No Unit shall be used, rented or leased for transient, hotel, or motel purposes.
11. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the written consent of the Board of Trustees.
12. The Agents of the Board of Trustees, or the Management Company, and any contractor or workman authorized by the Board of Trustees or the Management Company, may enter any Unit in the buildings at any reasonable hour of the day, after notification (except in case of emergency), for the purpose of inspecting for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such pests.

13. The replacement of the two (2) exterior spotlights, which illuminate the deck and driveway of each Unit, are the Trust's responsibility. Requests for floodlight replacement will be taken care of upon request when a maintenance person is on the premise for other work.
14. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Trustees.

## **B. Rules and Regulations Regarding Individual Units, Unit Owners, and Tenants and Occupants:**

1. Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness.
2. Home occupation (home-based business) is allowed per Town of Westborough Zoning Bylaws (TTP is zoned Single Residential). Such activity must conform the Town Zoning Bylaws. This applies to yard or garage sales, which are permitted only upon written permit from the Selectmen and with the approval of the Board of Trustees. No Unit shall be used for any purpose other than residential housing. Notwithstanding the foregoing, to the extent permitted by the applicable zoning ordinance, a person residing in any Unit, may maintain therein a personal office for his professional and/or business use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit, no such office shall be advertised or held out or used as a place for service to clients, patients or customers and there is no extraordinary package deliveries or pickups.
3. Unit owners may plant flowers in mulched areas adjacent to their Units. Permission to plant trees, shrubs, or vegetable plants, or to disturb any existing tree, shrub, or lawn area is expressly withheld unless special permission is granted by the Board of Trustees.
4. Residents may store firewood beneath the decks of their Units, subject to the following conditions:
  - a. Wood must be neatly stacked, must be at least three (3) feet away from all walls, and must not cover any lawn.
  - b. Wood will be stored at the resident's risk.
  - c. If wood must be moved for any maintenance or other Trust purpose, it will be the responsibility of the Unit Owner to move it. If the Unit Owner fails to move the wood after one (1) week's notice, or if an emergency prevents the giving of such notice, the Board of Trustees will take action to remove the wood and assess the Unit Owner for the expense.

5. Seasonal items, such as lawn chairs and gardening supplies, may be stored neatly under decks. The Unit Owner may request approval for an appropriate storage container for such items. The Board of Trustees reserves the right to request removal of any items which may compromise health and sanitation (i.e. standing water attracting mosquitoes, dog feces, etc.) or which may compromise the character, appearance, and property value of Treetop Park.
6. The display of items of personal expression by Unit Owners is permitted on and around their own Units. No electric lighting (with the exception of LED seasonal holiday lights) or flammable items are permitted for safety reasons. The Board of Trustees reserves the right to rescind the permission of inappropriate items and limit the length of time seasonal items can be displayed.
7. Draperies, blinds, curtains, or shutters visible from the exterior shall be a solid color.
8. No porch or deck shall be decorated, enclosed, or covered by any awning or other structure without the written consent of the Board of Trustees.
9. All electrical equipment of any kind or nature, installed or used in any Unit, shall comply fully with all rules, regulations, and requirements of the Board of Fire Underwriters, and the public authorities having jurisdiction. The Unit Owner, alone, shall be liable for any damage or injury caused by any electrical equipment.
10. Satellite Dishes and other antennae, as defined in the Telecommunications Act of 1996, are permitted in exclusive-use areas by each Unit Owner (i.e. the deck or attic). Nothing shall be done that would impair the structural integrity of the building.
11. No Unit Owner, occupant, or visitor shall, at any time, bring into or keep in the Unit any flammable, combustible, or explosive fluid, material, chemical, or substance.
12. Trash and recycled material must be deposited in appropriate covered containers and sealed securely before being placed in areas designated for pick-up. Prior to pickup Trash and Recycle containers must be stored inside the Unit garage. Single garage Units ONLY, may store recycle containers under the decks as much out of sight as possible. The containers may be placed out no sooner than the evening before pick-up and brought back to the unit as soon as possible after pick-up (no later than the evening of the pick-up day). The specific type and number of containers will be determined by the trash removal service retained by the Association.
13. Designated outdoor parking spaces shall only be used to park personal vehicles. Commercial vehicles, trailers, or boats may be parked within garages. Parking is strictly limited to parking spaces appurtenant to specific Units and such other parking spaces as are, from time to time, designated by the Board of Trustees. Parking elsewhere is prohibited, including grass and mulched areas, as well as the narrow side roadways, for safety reasons. Overflow guest parking is permitted on the main road and circle only. Overnight parking on the main road and

circle is prohibited. Violators will be subject to fines and subject to towing without further notice at the expenses of the vehicle owner in accordance with Massachusetts General Laws Chapter 266, Sec 120D.

14. All vehicles, including, but not limited to, cars, trucks, motorcycles, trailers and recreational vehicles that are operating, parked, or stored in any common area, including driveways, must be registered and insured and must display a valid inspection sticker. Where a vehicle is determined to not be in compliance with the above-referenced rule, notice will be given to the Unit Owner responsible for the non-complying vehicle, requesting its removal. If the non-complying vehicle is not removed within a stated time frame, the Unit Owner will be fined, the vehicle will be towed and stored at the Unit Owner's expense, or both. All unregistered motorized recreational vehicles, including, but not limited to, snowmobiles, motorcycles, go-carts, and golf carts are prohibited from operating on the Treetop Park Property.
15. The speed limit throughout the Treetop Park Property is 15 MPH. Violators are subject to fines.
16. Unit numbers are supplied by the Association and will be a standard size and color.
17. Unit Owners shall be responsible for periodic inspection and, if necessary, cleaning of the fireplace chimneys and for furnishing proof of performance to the Board of Trustees. The Board of Trustees shall notify Unit Owners of when such work shall be done, of the qualifications of who shall do the work, and of the form of proof to be provided. Unit Owners shall be given a minimum of three (3) months to have the work performed. Inspection/cleaning shall be required once every three (3) years.
18. Unit Owners shall be responsible for periodic inspection and, if necessary, cleaning of the dryer ducts, and for furnishing proof of performance to the Board of Trustees. The Board of Trustees shall notify Unit Owners of when such work shall be done, of the qualifications of who shall do the work, and of the form of proof to be provided. Unit Owners shall be given a minimum of three (3) months to have the work performed. Inspection/cleaning shall be required once every three (3) years.
19. Windows and doors, including garage doors, are the responsibility of the Unit Owner to maintain and replace, when necessary. It is the Unit Owner's responsibility to maintain the original look and character of the building at all times. Replaced garage doors must be painted to match the building. The Unit Owner must request permission from the Board of Trustees to make any such changes and improvements. The Board of Trustees will determine appropriate vendors and specifications for these items to maintain the character and value of the Treetop Park property. A Unit Owner may request a similar, better, or matching product or vendor, but must obtain prior approval from the Board of Trustees for any changes made.

20. Unit Owners are occasionally required to provide access to their Units for necessary maintenance or emergency situations. Resident emergency contact information must be provided to the Management Company and updated when necessary. Contact information is required solely for the safety of the property and community. If possible, Unit Owners will be given adequate notice to arrange access. Failure to comply will result in fines.
21. Leasing of Units. A copy of the current lease must be provided to The Board of Trustees via the Management Company within ten (10) days of signing. Unit Owners are responsible for their tenant's compliance to all Rules and Regulations and will be fined if the tenant is in non-compliance.
22. Condominium fees are established by the Board of Trustees to maintain the property and meet all financial obligations of the Association. Each Unit's obligation is determined by percent of ownership as outlined in the original Condominium Documents and Bylaws and Amendments.
23. Common Fee Payment: Condominium Fees and related charges are due and payable the first (1<sup>st</sup>) of each month. All Units with balances outstanding as of the fifteenth (15<sup>th</sup>) of each month will be charged a late fee of at least \$35.00. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit.
24. The Trust carries a Master Insurance Policy covering the Common Elements for damage and liability. It also covers the Unit and fixtures, floor coverings, and installed appliances. There is a deductible on this coverage. When insurance losses involve the property of a single Unit Owner, that Unit Owner will be responsible for the Master Policy deductible. The Unit Owner should have individual owner's policy coverage for the Master Policy deductible and to insure their own personal property against losses and liability within their unit and all other such coverages which said Unit Owner desires. Damage caused to a Unit Owner's property by leaks from the outside (i.e. ice dams) is the Unit Owner's responsibility up to the amount of the Master Policy deductible. Any repairs performed prior to an official insurance assessment will be the Unit Owner's risk and financial responsibility. Any questions can be directed to the Management Company.
25. The Board of Trustees has the power to levy fines against Unit Owners for violation of the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations established to govern the conduct of Unit Owners and/or their Tenants. It is the Unit Owner's responsibility to know and abide by all Rules and Regulations. Non-Compliance with any of the Rules and Regulations established by the Board of Trustees may be subject to appropriate fines. The Unit Owner will be allowed one month to comply and, thereafter, will be fined a minimum of \$35/month for non-compliance.
26. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees.