



# SPRUCE POND VILLAGE

A CONDOMINIUM COMMUNITY

101 Highbank Road  
 Franklin, MA 02038  
 508 528-7714

**Edition**

**3rd**

**October 2014**

## ASSOCIATION RULES AND REGULATIONS

### Table of Contents

#### SECTION 1

##### General:

<b>Owner responsibility</b>	<b>1.1</b>
<b>Amendments</b>	<b>1.2</b>
<b>Violations</b>	<b>1.3</b>
<b>Monthly Payments</b>	<b>1.4</b>
<b>Returned Checks</b>	<b>1.5</b>
<b>Noise</b>	<b>1.6</b>
<b>Complaints</b>	<b>1.7</b>

#### SECTION 2

##### Vehicles:

<b>Speed Limit</b>	<b>2.1</b>
<b>Parking</b>	<b>2.2</b>
<b>No Parking</b>	<b>2.3</b>
<b>Post Office Parking</b>	<b>2.4</b>
<b>Commercial vehicle parking</b>	<b>2.5</b>
<b>Unregistered vehicles</b>	<b>2.6</b>
<b>Vehicle repairs &amp; maintenance</b>	<b>2.7</b>

#### SECTION 3

##### Buildings:

<b>Interior</b>	<b>3.1</b>
<b>Decks</b>	<b>3.2</b>
<b>Exterior attachments</b>	<b>3.3</b>
<b>Exterior adornments</b>	<b>3.4</b>
<b>Holiday decorations</b>	<b>3.5</b>

<b>Laundry</b>	<b>3.6</b>
<b>Commercial signs</b>	<b>3.7</b>
<b>Window grids</b>	<b>3.8</b>
<b>Outdoor Grills</b>	<b>3.9</b>

#### SECTION 4

##### Landscaping:

<b>Additions, removal</b>	<b>4.1</b>
<b>Alterations</b>	<b>4.2</b>
<b>Adornments</b>	<b>4.3</b>
<b>Dumping</b>	<b>4.4</b>
<b>Refuse disposal</b>	<b>4.5</b>
<b>Bicycles and toys</b>	<b>4.6</b>
<b>Ponds</b>	<b>4.7</b>

#### SECTION 5

##### Pets:

<b>Commercial purposes</b>	<b>5.1</b>
<b>Dogs</b>	<b>5.2</b>
<b>Owner responsibility</b>	<b>5.3</b>

#### SECTION 6

##### Leasing:

<b>Master Deed Accordance</b>	<b>6.1</b>
<b>"No Pet" provision</b>	<b>6.2</b>
<b>Rules &amp; Regulations delivery</b>	<b>6.3</b>

## Section 1 - General

*Owner Responsibility, Amendments, Violations, Monthly Payments, Returned Checks, Noise, Complaints*

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**SECTION 1**

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1.1 Owner responsibility

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**U**nit owners shall be held responsible for the actions of themselves, of their family members, guests, employees and tenants (hereinafter called the Associates). Each unit owner assumes responsibility for their own safety and that of their Associates.

Any personal property of the unit owner or their Associates contained within the condominium is kept therein at the respective owner's sole risk and responsibility.

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1.2 Amendments

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Any consent or approval given under these Rules and Regulations may be amended, rescinded, or revoked any time by the Board of Governors, as provided in the Condominium Documents.

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1.3 Violations

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Violation of any of these rules or regulations shall be cause for assessment of a fine of \$25.00 per violation, which shall be charged to the account of the violating Owner. Continuous, or repeated, or uncorrected violations shall be subject to such additional penalties as the Board of Governors may determine appropriate. Where deemed appropriate by the Board of Governors, any violation of these Rules and Regulations which shall be removed or replaced or repaired or corrected by the Board, the costs for such removal, replacement, repair or correction shall result in a special assessment against the violation owner.

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1.4 Monthly Payments

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Monthly condominium fee assessments shall be due on the first of each month. Fines, special assessments and any unpaid late charges, shall be due on the first day of the month following notice of the charges (which notice shall be deemed given on the date it is mailed).

**ANY PAYMENT NOT RECEIVED BY THE FIFTEENTH OF THE MONTH IN WHICH IT IS DUE SHALL RESULT IN THE ASSESSMENT OF A LATE CHARGE OF \$25.00. ANY BALANCE WHICH REMAINS UNPAID AS OF THE FIFTEENTH OF THE NEXT MONTH AFTER IT IS DUE SHALL BE SUBJECT TO ADDITIONAL LATE CHARGES CALCULATED AT THE RATE OF 1.5% PER MONTH FROM THE DUE DATE.**



**SECTION 1**

1.4 Monthly Payments

*continued*

**PLEASE NOTE: PAYMENTS ARE RECORDED WHEN RECEIVED; ANY PAYMENT NOT RECEIVED BY THE REQUIRED DATE, REGARDLESS OF THE REASON, WILL BE JUDGED LATE AND THE OWNER SUBJECT TO LATE CHARGES AS DESCRIBED ABOVE.**

1.5 Returned checks

**CHECKS DELIVERED TO THE ASSOCIATION, IF RETURNED BY A BANK AS NOT PAYABLE (I.E. "INSUFFICIENT FUNDS"), SHALL BE RETURNED TO THE OWNER AND THE OWNER WILL BE ASSESSED A SPECIAL FEE OF \$25.00 IN ADDITION TO ANY LATE CHARGES WHICH MAY BE ASSESSED (see 1.4).**

1.6 Noise

Noise that is offensive to other residents will not be permitted at any time. Residents are expected to observe "quiet hours" between 11:00pm and 7:00am.

1.7 Complaints

All complaints shall be made in writing, must be signed by the Unit Owner making the complaint, and mailed to the Board of Governors at the following address or left in the drop box in the post office:



*Spruce Pond Village Association, Inc.  
101 Highbank Road  
Franklin, MA 02038*

**SECTION 2**

**Section 2 - Motor Vehicles**

**Section  
2**

*Speed Limit, Parking, No Parking, Post Office Parking, Commercial Vehicle Parking, Unregistered Vehicles, Vehicle Repair and Maintenance*

2.1 Speed Limit

The speed limit within the village is **15 MILES PER HOUR.**

2.2 Parking

Residents and their Associates are expected to **MAKE FULL USE OF THEIR GARAGES AND DRIVEWAYS FOR PARKING.** The presence of a vehicle in the street in front of or adjacent to a unit, when a vacancy exists in the driveway or garage of that unit shall be a violation of this rule.

2.3 No Parking

**NO OVERNIGHT PARKING IS PERMITTED ON THE STREETS.**

Residents and their Associates are **NOT PERMITTED** to park on the streets, curbs, islands, gravel, mulch or grass areas.

2.4 Post Office Parking



Parking at the **POST OFFICE BUILDING** is **ONLY** for resident's use while doing business at the post office and is limited to **10 MINUTES.** The presence of an unattended vehicle in the Post Office parking lot while the operator is not present in the post office building shall be a violation of this rule.

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**SECTION 2**

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|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.5 Commercial Vehicle Parking    | Parking (except within the garages) is limited to licensed, registered passenger vehicles. Commercial vehicles in excess of 3 tons, campers, trailers, motorcycles, recreational vehicles etc. must be parked within the owner's garage or must be housed off the village premises. |
| 2.6 Unregistered Motor Vehicles   | No unregistered motor vehicle (including, by the way of example and not as limitation snowmobiles, ATV's. etc.) is to be operated or utilized on any village property at any time.                                                                                                  |
| 2.7 Vehicle repairs & maintenance | There shall be no repairs or maintenance of any vehicles in the common areas or driveways except if the same are necessary for emergency purposes in order to permit the vehicle to be removed from the Condominium property.                                                       |

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**SECTION 3**

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**Section 3 - Buildings**

**Section**  
**3**

*Interior, Decks, Exterior Attachments, Exterior Adornments, Holiday Decorations, Laundry*

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|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.1 Interior             | Nothing shall be done within any unit or to the common areas which would impair the structural integrity or structurally change any of the buildings without the prior written consent of the Board of Governors.                                                             |
| 3.2 Decks                | No deck shall be enclosed, screened or covered without the prior written consent of the Board of Governors.                                                                                                                                                                   |
| 3.3 Exterior Attachments | No awnings, shutters, fans, air-conditioners, window boxes, radio or television antennas, deck enclosures or any other additions shall be attached to or hung from the exterior of a building without the prior written consent of the Board of Governors.                    |
| 3.4 Exterior Adornments  | Exterior adornments to units must be limited to the front entryway (door and porch area). No additions, adornments or alterations may be made to the windows, outside walls or any other part of the common area without the prior written consent of the Board of Governors. |
| 3.5 Holiday Decorations  | Specific holiday decorations must be removed within one month after the holiday.                                                                                                                                                                                              |
| 3.1 Laundry              | No clothing, sheets, blankets, laundry or similar articles are to be hung on or from any part of the unit exterior or on or above any part of the common area at any time.                                                                                                    |

**SPRUCE POND VILLAGE**

**SECTION 3**

3.7 Commercial Signs

No commercial sign, notice or advertisement is to be exposed in or on any door or window or other part of the buildings or common areas.

3.8 Window Grids

The colonial window grids provided to each unit are to remain installed to present a exterior appearance.

3.9 Outdoor Grills

The use of charcoal grills at Spruce Pond Village is prohibited. Propane fueled grills are allowed but must be operated at a minimum of five feet from the building.

**Section**

**5**

**SECTION 4**

**Section 4 - Landscaping**

*Additions, Alterations, Adornments, Dumping, Refuse Disposal  
Bicycles and Toys, Ponds*

**Section**

**4**

4.1 Additions, removal

No trees, shrubs or other landscaping will be added, trimmed, removed or otherwise altered without the prior written consent of the Board of Governors.

4.2 Alterations

Owner's alterations of landscaping without the prior written consent of the Board of Governors, shall be limited to flowers, which may be added or removed in the mulch areas directly in front of or to the rear of the Owner's unit. Vegetable gardens are not permitted. Flowering plants of excessive size are not permitted.

4.3 Adornments

No alteration or adornment of the lawn or yard or any part of the common area is permitted without the prior written consent of the Board of Governors.

4.4 Dumping

No dirt or other substance is to be swept or thrown or otherwise deposited in or on the common areas.

4.5 Refuse disposal

All refuse must be placed curbside in enclosed containers that comply with the Town of Franklin's regulations for same. Garbage and trash must be securely contained within properly closed high quality plastic bags and placed within a securely covered metal or plastic trash container. Refuse must not be placed outside sooner than sundown on the day prior to collection and containers must be removed the day of collection. Containers must be placed at the edge of the driveway and not on the grass areas. All recyclable material must conform to the existing Town regulations for collection.



4.6 Bicycles and toys

No bicycles, similar vehicles, or other toys or personal property shall be allowed to stand in the common area (including entryways and driveways) overnight or at any time when not attended.

4.7. Ponds

Swimming, the use of gas-powered boats (except model boats if their noise is not offensive), or disposal of any material in or on the waterways is not permitted. The Association and the Board of Governors will not be responsible for any "personal" injury or property damage arising out of or in connection with persons who use the waterways for any purpose.

SECTION 5

Section 5 - Pets

Commercial Purposes, Dogs, Owner Responsibility

5.1 Commercial Purposes

No animals, birds, reptiles or living creatures of any kind shall be kept, bred or maintained for commercial purposes within the condominium.

5.2 Dogs

No dogs shall be raised, or kept in the condominium except for pets which meet ALL the following criteria:

- (a) the pet belongs to the owner of the condominium unit at the time of the recording of these Rules and Regulations;
- (b) a pet deposit of \$150.00 has been paid to the Association;
- (c) the pet has been subject of a pet application that has been approved in writing by the Board of Governors as required by the Condominium Documents;
- (d) the pet does not cause or create any nuisance or unreasonable disturbance;
- (e) the pet owner ensures that the pet is curbed and that all waste is immediately collected and disposed of by the owner;
- (f) the pet owner agrees to compensate any person bitten or hurt by the pet and agrees to hold the Association and other owners harmless from any claim resulting from any action by his pet.

All dogs which are necessary for individuals with a recognized disability under the Americans with Disabilities Act will be permitted.

5.3 Owner Responsibility

Owners of pets shall be responsible for controlling their pet's behavior at all times. Dogs are not permitted in or on any of the common areas unless carried or leashed (held by their owner).

SECTION 6

Section 6 - Leasing

Master Deed Accordance, "No Pet" Provision, Rules & Regulations

6.1. Master Deed Accordance

Any lease or rental agreement for any unit shall be in accordance with the MASTER DEED OF SPRUCE POND VILLAGE.

6.2. "No Pet" Provision

Any lease or rental agreement for any unit shall contain a NO PET provision with enforcement power granted to the Board of Governors.

6.1. Rules & Regulations

Any lease or rental agreement for any unit shall be accompanied by a signed copy of these Rules and Regulations acknowledging receipt of same and the signatures of both the Owner and lessee shall be required.

Section 6