

THE COLONY CONDOMINIUM TRUST RULES PACKAGE

This is your “Rules Package”. Included, in addition to the Rules themselves, is a list of the forms currently in use for various purposes of association business and a few points of interest.

FORMS

The following items have forms that are required. All forms are available from the Manager upon request. Return completed forms to the office.

Unit Owner Data Form: For owners, not tenants. Must be completed and on file in the office. If any data change, the manager must be notified and the form updated.

Vehicle/Boat/Trailer Storage Request: Space permitting, storage is available behind the maintenance building for up to four months. This form needs to be filled out with the manager ahead of time, and you must have liability insurance. Storage is at your risk. This same form is to be used to request permission to store a trailer/boat, etc.

Permit Application to Install Gas Conversion: This form (plus attachments), and a \$100.00 filing fee, is required before performing a gas conversion in any unit, such as bringing in gas for heat, cooking or fireplace.

Window/Slider Replacement: The replacement of windows and sliders need to adhere to the policies and construction standards as laid out in the form.

Awnings: This form and a fee is required before awnings are purchased for the unit. Awnings can only use approved fabrics and colors and installation must be to Colony specifications.

Skylight Removal: The removal of skylights must be done according to Colony policies and standards and town and state codes.

Air Conditioning and Mini-Split Systems: Such systems need to be installed according to the specifications shown and according to Colony policies.

Open House Signs: If a unit is being sold, the Real Estate Agent can request the use of the Colony’s Open House signs by contacting the office in advance. No other signs are allowed on the property.

POINTS OF INTEREST

The following policies and procedures may be of interest.

Clubhouse

Hours: 8:00 a.m.- 7:45 p.m.

Everyone must have a facilities pass. Children under the age of 18 must be accompanied by an adult. Those who are incontinent must wear appropriate undergarments. Everyone must shower before entering the pool. This is mandated by the State of Massachusetts. No food is allowed in the pool areas. The clubhouse closes promptly at 8:00 p.m. Please plan on leaving the Clubhouse at 7:45 pm to allow the attendants to prepare for closing.

Exercise Room: Children under the age of 18 must be accompanied by an adult. Please pay attention to the operating instructions for your own safety. Do not drop weights and do not move the equipment.

Monthly Fee: The Monthly Fee (currently \$525 per month) is due on the 1st of every month. Payments that are received after the 15th will be assessed a 10% late fee (currently \$52.50)

Disposal Area: The disposal (Trash) area is open from 8am to 7:55pm. It is closed on Thanksgiving Day, Christmas Day and New Year's Day. It is closed at 2pm on Christmas Eve and New Year's Eve. It may also be closed in the event of severe weather.

There is a dumpster for recycling paper, cardboard, glass & plastic bottles and metal cans. All boxes must be broken down (flattened). Plastic bags can not be put into the recycling bin. There are 3 dumpsters available for household trash. Household trash is defined by items one would normally put in a kitchen trash container.

NOTHING is to be left outside the dumpsters or the gate at any time. Violators will be fined.

Dump Run: A dump run is organized usually on the last Friday of the month for items that cannot go in the dumpsters. There is a small charge for this service. Please contact the Manager at least 3 days prior to the run to make arrangements.

Snow Removal: Roads and parking lots are cleared when there is a snowfall of over 2".

Walkways are shoveled. We ask that residents do what they can to help the snow removal process by moving their cars when the plows come and then putting them back so all spaces and roads can be cleared. Please think about helping your neighbors if you are able.

Questions, comments and complaints: This is a large property and we appreciate everyone helping to keep our community a vibrant, well-kept property. Please address any and all comments to the Manager so we can act on them as may be appropriate. Please reconsider before interrupting the landscapers, maintenance staff or other workers as they are doing their jobs. If it can wait, please tell the Manager. If you see something that is unsafe or illegal, please call 911 or the Brewster Police Department at 508 896 7011.

RULES AND REGULATIONS OF THE COLONY CONDOMINIUM TRUST

Pursuant to Article V, Section 5 of the By-Laws, and for the benefit of all Unit Owners and the Association, the Trustees, on October 27, 2023, have adopted the following Rules and Regulations regarding the Units and Common Elements:

1. Definitions

- Resident Unit Owner: A person who owns a condominium unit and uses it for his or her primary or secondary residence.
- Non-resident Unit Owner: A person who leases his or her unit to a tenant and in so doing (under the by-laws) relinquishes his/her facilities privileges.
- Tenant: A person who leases a unit from an owner for not less than 30 days. In so doing a tenant assumes the facilities privileges of the owner and also the responsibility of adhering to the rules and regulation established hereunder.
- Guest: A person other than an owner or tenant. Guests, regardless of age, must always be accompanied by their host (owner or tenant) while using the facilities.
- Temporary Resident: A guest who, with the owner's permission, occupies a unit during the owner's absence. Such guests may use the facilities but may not act as hosts and invite other guests.
- Other Residents: Children of the owners or tenants. They may use the facilities, subject to posted rules but may not act as hosts and invite other guests.

2. No unit shall be used for any purpose other than as a dwelling by one (1) family unit, or a maximum of six (6) persons unrelated by blood or marriage.

3. No business activities of any nature shall be conducted in any unit.

4. Units may be leased for use by persons other than the owner, provided that:

- (i) the lease is in writing and a copy thereof is filed with the management;
- (ii) the lease is for not less than the entire unit;
- (iii) the lease is not for transient or hotel purposes;
- (iv) the term of any such lease is for not less than thirty (30) days;
- (v) such leasing is specifically made subject to the provisions of the Master Deed, the Condominium Trust and all By-Laws and Rules and Regulations established thereunder and provides that any failure to comply with the terms of such documents shall be a default thereunder; and
- (vi) such lessee executes a written agreement directly with the Trustees of the Condominium Trust in which he/she specifically agrees to observe and be bound by the same.

5. One (1) dog or one (1) cat shall be allowed in any unit unless noisome or offensive to occupants of other units and shall be leashed or caged whenever on Condominium premises outside the interior of the owner's unit. Dog owners must remove their dog's feces immediately. Neither dogs nor cats shall be allowed to run free on common property. **All pets must be vaccinated with a rabies vaccine.** Violators are subject to appropriate fines or such other sanctions as the Board of Trustees may determine.
- a) Pets, except for service animals, are allowed only for resident unit owners and not for non-resident owners, tenants, guests, temporary residents or other residents as defined in the Rules and Regulations.
 - b) In the event that a homeowner has a family member/guest who needs to bring their pet on their visit to The Colony, the unit owner must have an approval from The Board of Trustees before the pet's visit. To acquire the Board's permission for the pet visit, the homeowner must complete a Visiting Pet Registration Form and submit it to the Manager for the Board's approval. The Request for visiting pets must be submitted by the unit owner five days prior to the planned visit, and will be approved or rejected by The Colony a minimum of three days prior to the planned arrival.

Failure to adhere to the required prior authorization and completion of the Visiting Pet Registration Form will result in fines or sanctions as the Board of Trustees may determine.

This courtesy does not override rules number 5 and 5a, which will remain in effect.

6. The architectural integrity of the buildings and units shall be preserved without modification and, to that end without limiting the generality of the foregoing and without the prior written approval of the Board of Trustees, no awning, screen, antenna, sign, banner, clothesline, doghouse or any other such device may be erected outside of the buildings on common areas. No exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such unit or any part thereof; nor shall there be any addition or change or replacement of any exterior light, door knocker or other exterior part of any unit nor on the interior surface of any window. The provisions of this paragraph shall not, however, restrict the right of unit owners to decorate the interiors of their units as they may desire. It is provided further that, each unit owner or tenant may personalize a space under the front exterior light, not to exceed eighteen (18) inches on a side if not deemed objectionable by the Board of Trustees.

7. All maintenance and use by unit owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modification.
8. All use and maintenance of units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with the provisions promulgated from time to time by the Board Trustees and in accordance of the By-Laws.
9. No improper, offensive or unlawful use shall be made of units or any part thereof and all applicable laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be strictly observed by all unit owners.
10. No boat, trailer, camper, pick-up truck, van, motorcycle, unregistered and/or uninspected motor vehicle or any vehicle other than a private passenger vehicle shall be stored, maintained or parked on the property except as described below.

The Trustees may, but need not, designate areas for the storage of otherwise excluded boats and vehicles. No vehicle of any description shall be driven or parked on the common areas other than the paved roadways. Guests must also abide by all provisions of this rule. While the Trustees have designated parking areas for certain excluded vehicles, no school bus, dump truck, flat-bed truck, recreational vehicle, box truck, cherry picker or similar vehicle may be parked on the Colony property at any time. Any boat, trailer, camper or other vehicle parked in violation of this rule will be towed off the property at the risk and expense of the owner of such vehicle.

Effective July 1, 2023 – Back Parking Lot Storage Usage

All Colony unit owners have the option to park a vehicle for long term during the winter months in the back lot behind the maintenance workshop. Kayaks, canoes, and paddle boards may be stored on racks year-round. The availability of spots is limited and will be provided on a first come basis.

Any recreational vehicle such as a boat, RMV, camper, or trailer will be required to pay a yearly fee of \$250 on July 1st.

All stored vehicles will require proof of insurance and valid registration.

Please see the Colony Property Manager prior to storage for more information regarding the completion of the necessary forms and payments.

11. Parking spaces are assigned on a pre-determined basis with numbers placed on such spaces corresponding to the related unit number. Guest spaces are provided on a first-come-first-served basis.

12. Personal property shall not be stored or abandoned on the property except as permitted in assigned areas.
13. No patio or deck shall be decorated or enclosed or covered by any awning, screen, wall or otherwise without the consent, in writing, by the Board of Trustees.
14. All windows and sliding doors must be draped or must have white or off-white blinds. Draperies must be lined with white or off-white fabric.
15. No unit owner or tenant shall cause or permit to be caused noise or activity that will interfere with the rights, comfort or convenience of other unit owners.
16. All electrical or plumbing equipment, appliances or accessories must be installed and used in compliance with the standards required by the agency or authority having jurisdiction. The unit owner shall be liable for any damage or injury caused by noncomplying equipment, appliances or accessories.
17. The trustees, or their designated agent, must retain a pass-key to each unit. No unit owner shall alter any lock or install any new lock on any door on any unit without the written consent of the Trustees. Where such consent is given the unit owner shall provide the Trustees, or their agent, with an additional key pursuant to its right of access to the unit.
- 18a. Units may be converted to gas heat, fireplaces, etc., with payment of a fee to The Colony Condominium Trust and written approval by the Trustees. Requests must be in writing on forms available from the manager.
- 18b. No unit may have a device for the disposal of garbage through the sink drain. Owners of any units having such a device shall be liable for repair of any premature failure of the septic system.
19. "For Sale," "For Rent," "Yard Sale" or other signs or window displays or advertising shall not be permitted in or on any unit or on common areas.
20. Unit owners will not be allowed to put their name(s) on the buildings or common areas and facilities except as provided in paragraph 6 above.

21. All garbage, trash and recyclables shall be properly disposed of in receptacles provided for that purpose. Please follow posted guidelines. For sanitary reasons all trash and garbage shall be placed in plastic before being put in the receptacles. Because of the mechanics of the actual pick-up, no refuse shall be left outside the containers.
22. All residents and guests are requested to refrain, and to ask others to refrain, from walking on the grass areas whenever possible and to walk on the paved walkways.
23. Washing of vehicles and boats, working on cars and other vehicles, etc., on the common areas is prohibited.
24. Organized ball games of any kind are not permitted on the lawn areas around the residential buildings or in any areas other than those designated for such activities.
25. Skateboarding, roller- or blade-skating or similar activities are prohibited within the Colony property, including, but not limited to: roadways, walkways, tennis courts, basketball courts, volleyball courts and badminton courts.
26. With the exception of Hummingbird Feeders, all other Bird Feeders are banned at The Colony. Bird houses and bird baths are allowed.
27. All open flame devices, including fire pits (wood or propane) and chimeneas, are banned due to insurance issues, fire code regulations, general fire danger and the potential neighbor issues.
28. The hot tub is intended for therapeutic use. Please be respectful and considerate of other residents who may be waiting to use it. The minimum age permitted to be in it is 12, though children 6 – 12 are allowed if accompanied by an adult in the hot tub. Toys and/or horse-playing are not permitted.
29. Unit owners are responsible for adherence to the Rules and Regulations of the association as summarized above and may be subject to fines and/or other legal action for failure to do so.
30. The Trustees reserve the right to amend, change and rescind these Rules and Regulations and to make such other rules and regulations from time to time as they deem necessary and desirable for the security, safety, care and convenience of the occupants thereof.

Any owner or tenant has the right to seek exception to, or modification of any specific Rules and Regulations. To do so, he or she may make a request in writing on forms available from the manager.

The foregoing Rules and Regulations shall be and are for the benefit of the owners of all the Condominium units and the Trustees of the Colony Condominium Trust as persons placed in charge of the common areas and facilities and shall be enforceable solely by said Trustees.

These amended Rules and Regulations were adopted by unanimous vote of the Board of Trustees on October 27, 2023 to replace those previously adopted by the Trustees.

Massachusetts Condominium Law, Chapter 400 of the Acts of 1992 now specifically permits associations to charge late fees or interest for late payments of condominium expenses, and to levy reasonable fines for violation of the condominium documents.

Standardized Fines for Violations of Rules

First Offense: Warning Letter

Second Offense: Fifty Dollars \$50.00

Third Offense: One Hundred Dollars \$100.00

Fourth Offense: The matter will be escalated to the Board of Trustees or legal counsel for appropriate action.

HOA Late Fees

HOA late fees will be \$52.50, 10% of the current HOA fee of \$525.00. In the event that the HOA fee should increase, the late fee will remain at 10%.

These Standardized Fines for Violations of Rules were adopted by unanimous vote of the Board of Trustees on October 27, 2023