

# Summerfield at Taft Hill Condominium Trust

EXHIBIT 11

## RULES



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1. No use Limited Common Area except as permitted by the Declaration of Trust and these Rules shall be made of the Common Elements except as permitted by the Trustees. No uses shall be made to the
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Trustees.
3. Intentionally Omitted.
4. Unit Owners shall not install satellite dishes on any Condominium Unit or in the Common Elements or Limited Common Elements appurtenant to any Condominium Unit except as provided for in the FCC documents (47 C.F.R. Section 1.4000). When possible, satellite dishes along with connecting wires should be located in the most inconspicuous location. Unless otherwise mandated by local, state or federal government, no other fixtures are allowed to be attached to the roof.
5. No offensive activity shall be carried on in the Common Elements or Limited Common Elements
  - A. No offensive activity shall be carried on in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall interfere with contractors as they perform the tasks assigned by the Board of Trustees. If any resident has an issue with the performance of a contractor, they must report their concern to the Chairman of the Grounds or the Board of Trustees and not discuss their concern with the employee of the contractor. No Unit Owner shall make or permit any disturbing noises by the Owner, his/her family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners.
  - B. With specific regard to fireworks and similar explosives, Rule 32 will not be used as the governing doctrine. Instead, an immediate fine of \$250 for the first offense and additional \$500 for each successive offense will be assessed.
  - C. For purposes of this Rule, any noise or vibration from within a Unit which can be heard or felt within another Unit or outside of the Unit shall be deemed a disturbing noise or vibration.
  - D. No Unit Owner shall engage in or permit any activity that causes damage to any other Unit(s) or to the Common Elements and facilities, or that results in the removal of any article or thing of value from any other Unit Owners or from the Common Elements and facilities of the Condominium. Any Unit Owner making or permitting such a nuisance, interference, damage, or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees may assess to such Unit Owner such costs which shall be enforceable in the same manner as Common Expenses.

6. Nothing shall be done in, or on the Common Elements or Limited Common Elements, which will impair the structural integrity of the buildings or any Common Element or Limited Common Element or which would structurally change the buildings or any Common Element or Limited Common Element without the prior written consent of the Trustees. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Trustees.
7. Maintaining an Attractive and Safe Environment
  - A. No clothes, clotheslines, sheets, blankets, laundry, rugs or any other kind of articles shall be exposed and/or visible to any part of the Common Elements or Limited Common Elements. Window air conditioning may only be installed in windows on the rear wall of the unit.
  - B. The Common Elements, Limited Common Elements (Areas) and the exterior of the Unit shall be kept free and clear of all rubbish, debris, and other unsightly materials. All rubbish containers shall be stored within the building of the Unit except for dates scheduled for rubbish removal. Rubbish and recycling containers shall not be placed outside for pickup earlier than 5:00 p.m. on the day prior to the scheduled garbage pickup and shall be removed no later than 7:00 p.m. on the night of the scheduled pickup. All containers shall not be placed in the travel way of the roads.

*If the trash pickup schedule were to change to a different day or time during the day, depending upon any future contracts, or if requested by the contractor and if approved by the Board of Trustees (BOT), the BOT will be allowed to change the day and times for both the placement and removal of rubbish and recycling containers without making future changes to these rules and after providing advanced notification to all residents. Additionally, if necessary and only during a transition from one trash company to another, after proper notice, the BOT may allow the older trash/recycling containers to be stored outside in the rear of each condo unit until the containers are picked up.*
  - C. No hazardous waste, combustible or explosive materials, fireworks, toxic or noxious materials (except those contained in motor vehicles and grills, or normally used for maintenance or cleaning of residences) may be stored in any Common Element or Limited Common Element. Any excepted materials above must be stored in their original container or a government certified container and stored in a safe manner.
8. Except in areas designated by the Trustees, there shall be nothing stored on the Common Elements. The area designated by the Trustees for parking in the Common Area shall not be used by Unit Owners or their occupants but only by their guests. Under no circumstances shall a guest's motor vehicle be kept or stored overnight in any designated parking area or on any part of the Common Elements, except by prior written permission of the trustees. The areas designated for parking are located at the Mail Center, lower Nicki Way and Andrews Drive. If any vehicle is parked in the Common Element during any snowfall or storm event, the vehicle may be towed (under the guidelines of the Commonwealth of Massachusetts General Laws: CHAPTER 266, Section 120D) at the vehicle owner's expense. Any exceptions to the above must be approved by the Board of Trustees in writing.
9. Moved to Rule # 6
10. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Trustees. Painting and/or re-staining of front doors, shutters, deck/porches and porch railings must conform to the original colors or currently approved colors. Colored light bulbs are not permitted in exterior lighting (porches, garages, etc.).

11. No boats over twenty feet in length, trailers, trucks, or commercial vehicles shall be kept or stored overnight on the property. No major repairing or maintenance of automobiles shall take place within the
12. Common Elements or Limited Common Elements. Notwithstanding the foregoing, recreational vehicles and boats 20 feet or less in length may be parked in the driveway for no more than three days in any 45-day period. In cases of emergency and with written permission of the Trustees, commercial vehicles may be parked on the property. Personal on-demand storage units (or similar containers) maybe parked in a driveway for no more than 5 days with written consent of the Trustees. Unit Owners and their occupants shall not park on the unit driveway more than four (4) motor vehicles without the prior written consent of the Trustees.
13. Intentionally Omitted.
14. The use of the Common Elements and Limited Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the buildings on Units themselves, shall be the responsibility, and at the sole risk of the respective Unit Owners who shall indemnify, defend and hold harmless the Trustees, their respective agents, servants, employees, successors or assigns from injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith.
15. Each Unit Owner assumes responsibility for his/her own safety and that of his/her family, guests, agents, servants, employees, licensees, lessees (including responsibility for accidents occurring in walkways and driveways in such Unit Owner's Limited Common Element area).
16. Any consent or approval given under these Rules may be added to, amended, or repealed at any time by the Trustees.
17. Estate sales are not allowed. Rule 32 will not be used as the governing doctrine. Instead, an immediate fine of \$250 for the first day of this offense and additional \$500 for each successive day will be assessed. Yard sales are only allowed on the specific date (usually in May) that is sanctioned by the Trustees.
18. Since it is illegal to fire a gun within 500 feet of a residence per Massachusetts Law, no gun may be fired on Condominium property. Other weapons (e.g., knives, bayonets, bows and arrows, swords, etc.) of any kind shall not be used on Condominium Property.
19. Unit Owners shall be permitted to keep or maintain a maximum of two (2) domestic pets. Pets should not exceed (and not be expected to exceed) seventy-five (75) pounds each in weight Farm animals, such as goats, pigs, or normally wild animals such as snakes and the like shall not be considered domestic pets. Unit Owners shall bear sole responsibility for keeping all pets restrained and for cleaning up waste within the exterior of the Unit, Limited Common Areas, and the Common Areas. Pets shall not be allowed to run free outside of the Unit Interior Boundaries. Pet damage to vegetation in the Common Elements will be repaired at the expense of the pet owner. No canine breeds known to be aggressive (such as Pit Bulls, Dobermans, Rottweilers, Bull Mastiffs, etc.) are allowed. No electronic animal containment fences are allowed. No pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or on a hand-held leash no longer than 10 feet.  
When a pet is outside of the unit, the Unit Owner or owner/handler of the pet must be in control of the pet and must carry an item (e.g., gloves, plastic baggie, shovel, etc.) that will facilitate the immediate pick-up of the pet's waste.

20. No nuisance, advertising signs or a "For Rent" sign, billboard, business or professional signs or other advertising devices shall be placed or allowed to remain upon the Common Elements or Limited Common Elements if visible from the roads without the prior written consent of the Trustees.
21. Since the Town of Uxbridge prohibits burning within 75 feet of any dwelling, no burning of rubbish, or other offensive material shall be permitted within the Condominium property boundaries. Outside open fires are not permitted anywhere on the Condominium property. Propane grills and self-contained propane fire pits are not considered open fires and are therefore exempt from this section.
22. No plantings in the Common Elements shall be undertaken without prior written approval of the Trustees. Plantings in beds within the Unit Owner's Limited Common Element may be installed without prior written approval of the Trustees so long as they do not interfere with the lawn maintenance or sprinklers. Mulching in other areas not done by the Association must be first approved by the Trustees. Vegetable gardens must be approved by the Trustees. Vegetables in pots must not be visible from the street.
23. Fences and Construction in Limited Common Element
  - A. No fence shall be erected or maintained by any Unit Owner unless the plans and specifications for any such fence have been approved by the Trustees. Specifications for fences: All fences shall be nonmetallic and installed with "finished side" out and must be located within the Unit's Limited Common Element Boundary and to the rear of the rear comers of the house.
  - B. No construction may be made in any front yard, side yard or rear yard Limited Common Element by any Unit Owner without the prior written approval of the Trustees. The unit owner is to provide a description and, if necessary, a drawing of the proposed alterations. After written approval by the Trustees, the Unit Owner will have to contact the town building inspection office and determine if a town authorized building permit is required.
24. Intentionally Omitted.
25. No more than 9 garden accessories (e.g., figurines, whirligigs, bird baths, gazing balls, etc.) per Unit in total, or 3 per side, shall be placed in the Unit's Limited Common Element's shrub, flower beds, and/or garden bed(s). These items must not interfere with the mowing/landscaping operations or harm the sprinkler system. Damage repairs will be at the Unit Owner's expense and shall be considered as Common Expenses.
26. All Unit Owners shall comply with the Rules and the By-Laws, as well as town, state and federal applicable laws, regulations, and ordinances.
27. The Association has the obligation to supply the irrigation water (within the capacity and ability of the irrigation system), and to maintain the system by performing the seasonal startup and shut down, and to collect long term reserves to maintain the system. This maintenance does include breakage of sprinkler heads due to normal wear. It does not include the cost of repair to the heads or the piping due to accidental or negligent damage by a Unit Owner. If the sprinkler heads are damaged or malfunction during the operating season, and the Unit Owner feels the damage was NOT his responsibility, the Unit Owner must report the incident to the Grounds Committee within three (3) days of discovery and include the specifics of the damage and the circumstances of the event and the reason the Owner does not feel it is his responsibility. The Grounds Committee, with the agreement of the Trustees, will make a determination as to financial responsibility. If a Unit Owner wishes to relocate any part of the system or do work in the Unit's Limited Common Element yard that may affect the system, the Owner must notify the Grounds Committee, use the current Association sprinkler maintenance company, and assume all costs and expenses, to perform changes.

28. The speed limit for vehicular traffic on the property of the condominium shall be set at a maximum of 20 miles per hour.
29. Information Sheets: To ensure compliance with our Master Deed, Declaration of Trust, By-Laws and Rules, the Office of Housing and Urban Development, and M.G.L 183A, an annual Owner/Resident Information Form shall be sent to all unit owners. It shall be mandatory for all units to complete the Owner/Resident Information Form requested on this sheet and deliver it to the Trustees within 30 days or as otherwise determined by the Trustees.
30. Pools and/or Hot Tubs are not permitted on the outside of units.
31. Generator proposals must be submitted to the Trustees for the review and written approval of the Trustees prior to installation. Generator installations should meet the following specifications: must be connected to your natural gas supply, have automatic switching capability, set in a soundproof enclosure, and located on the rear (preferred) or side of the unit.
32. Intentionally omitted.
33. Structure of Fines for Violations.
  - A. First Violation: A violation notice/warning will be sent to the Owner stating the reason for the notice, date of the violation and the Rule/By-Law that has been violated. It will also state that additional infractions will result in fines and that if such violation is of an ongoing nature, that it must be cured immediately. A statement which gives the violator the opportunity to be in front of the Trustees will also be included.
  - B. Second Violation: A violation notice will be sent to Owner (same as for first violation). The Owner's account is charged \$25.00.
  - C. Third Violation: A violation notice will be sent to Owner (same as for first and second violation). The Owner's account will be charged \$50.00.
  - D. Subsequent Violations:
    - i After three violations, the violator will be referred to the Trustees for further sanctions and may result in the doubling of the fines up to a maximum of \$200 as the Trustees in their sole determination deem appropriate.
    - ii Under appropriate circumstances as deemed by the Trustees in their sole and reasonable discretion, the above fine schedule may be altered. Each offense shall constitute a separate violation. In the case of an ongoing offense, each day the offense continues shall constitute a separate violation. Any fines levied shall constitute a lien upon the Unit, until the fine(s) are paid.
  - E. In addition, the Trustees shall also have the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any violation. Should any legal costs or expenses be incurred by the Association to enjoin, abate or remedy the violation, such expenses shall be the responsibility of the Owner from which the violations stem and shall constitute a lien upon the Unit until paid.
  - F. Failure of a Unit Owner to defend their position shall presume guilt by the offending party.

- G. Complaints filed with the Trustees by one resident against another resident must be in writing and signed by the complaining resident.

### 34. Holiday/Seasonal Decorations

- A. Holidays: Any government recognized holiday. Reasonable decorations are permitted from the first day of the month in which the holiday occurs to no more than ten days after the holiday. An exception is made for December holidays in that decorations are permitted beginning with the day after Thanksgiving. Events: St. Valentine's, St Patrick's, Halloween, etc. Reasonable decorations are permitted from the first of the month in which the event occurs to no more than ten days after the date of the event. Other: Infrequent or non-recurring, special occasions (Birthday, Retirement, Graduation, etc.). Reasonable decorations are permitted the day of the occasion.

Seasons:

Winter - Dec 1 through February 28

Spring - March 1 through May 31

Summer - June 1 through August 31

Fall - Sep 1 through Nov 30

- B. Extension Cords: Only Underwriters Laboratory approved "outside use" extension cords are allowed. No cords are permitted across walkways or driveways. All electrical connections must be attached to a weatherproof exterior GFI outlet
- C. Garage Doors: All non-seasonal-signs (welcome, family name/crest, etc.) and reasonable decorations are permitted between garage doors throughout the year. Holiday or seasonal signs and decorations are permitted within the time frame stated above.
- D. No item may be placed on the lawn areas during the mowing season from April 1 through November 28. No lawn ornaments that penetrate the grass or require staking are allowed due to the irrigation system. Inflatable displays are not allowed. Individual holiday/seasonal/event decorations may not exceed 4' high by 4' long (i.e., reindeer, sleighs, etc.). No more than three individual decorative items per unit per side (9 total) at any one time are permitted.
- E. Lights and Sound: Blinking, flashing, twinkling, moving or traveling lights are not allowed. White floodlights are permitted, as long as they do not penetrate the lawn and are positioned in such a way as to not disturb adjacent residents. Decorations may not emit music or sound of any kind.
- F. Roofs: Roof displays of any kind are not allowed.
- G. Seasonal Decorations: Wreaths, artificial flowers, free-standing ground banners, scarecrows, sleds, non-Christmas snowmen, welcome signs etc. are permitted within the time frames listed above.

### 35. Flags, Banners & Bunting

- A. Flags: The only flags permitted to hang off a building are the American and U.S. Military Service (Army, Navy, Marine, Air Force, and Coast Guard) Flags. It must be in undamaged condition, hung properly on a bracketed pole and fly freely with no interference from shrubs or other objects. Two flags per unit are permitted with a maximum size of 3 feet by 5 feet Refer to the U.S. Flag Code for more information. Flags and/or patriotic banners or decorations are not permitted in the mulched beds except during the following nationally recognized patriotic holidays: Memorial Day, Flag Day, July 4<sup>th</sup> and Veterans' Day. Flags and reasonable decorations are permitted from the first of the month in which the holiday falls up to ten days after the holiday.

- B. Banners: Up to two, free standing banners are permitted in the mulched bed or on the front porch of a unit. Maximum size is 20 inches by 22 inches. The timeframe for banners falls within the "Holiday/Seasonal Decorations Rule".
- C. Bunting: Patriotic (red, white and/or blue) bunting is permitted along porch railings or under windows during the following patriotic holidays: Memorial Day and 4<sup>th</sup> of July.

### 36. Solar Energy Collectors on the Unit Roof

- A. Solar Energy Collectors may be installed on a Unit roof subject to approval of the Trustees using the Work Request System.
- B. The collectors cannot damage or endanger any Unit or person directly or indirectly (reflected light).
- C. The collectors must be installed by a Massachusetts-licensed electrician in accordance with M.G.L 141 and 143 and be inspected by the Uxbridge Electrical inspector according to the Uxbridge Building Permit process.
- D. Solar Collector Systems Design Guidelines
  - 1) Only photovoltaic solar collectors are allowed. Shingles are the preferred collectors, but panels may be approved.
  - 2) The system may not encroach on the adjoining neighbor's roof or any Common Element. If two neighbors are planning a joint system, a legal agreement (filed at the Worcester Registry) regarding ownership, control and maintenance is required before approval. The system may not overhang the edge of the roof.
  - 3) The design, materials, and installation must be approved by the Trustees before any work begins. A Work Request must be sent to the Trustees with complete information regarding the contractor's licenses and insurance. A roof assessment, including ability to support the weight of the solar collectors and watertightness of the roof must be provided with the Work Request. 4) A Building Permit from the Town of Uxbridge will be required before any work begins.
  - 5) Approval of National Grid to connect the system to their electrical grid is required for approval by the Trustees.
  - 6) The Unit Owner will provide proof of insurance for the solar collector system and the Unit to which it is attached to the Trustees.

THESE RULES REPLACE ALL OTHER RULES FOR THE SUMMERFIELD AT TAFT HILL CONDOMINIUM

We, the undersigned, being the majority of the Trustees of the Summerfield at Taft Hill Condominium

hereby amend

Rules & Regulations pursuant to the Trust's Rules to read as above:

[Signature]  
Robert Contursi, TR

12/29/25  
Date

[Signature]  
Marsha Bourgeois, TR

1-9-26 (MCO)  
Date

[Signature] TR  
William Freer

12/29/25 (P)  
Date

[Signature] TR  
Patricia Simounet

12/29/25 Pd  
Date

[Signature] TR  
Jeanne Williams

12/29/25  
Date

COMMONWEALTH OF MASSACHUSETTS

Worcester County, SS

On this 9<sup>th</sup> day of January, <sup>2024</sup> 2025 before me, the undersigned notary public, personally appeared Robert Contursi, Marsha Bourgeois, William Freer, Patricia Simounet and Jeanne Williams proved to me through satisfactory evidence of identification, which were drivers' licenses or other state or federal documents, to be the persons whose names are signed on the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their and belief.

[Signature]  
Notary Public Summer Rose Trotta  
My Commission Expires: 9/7/29

Updated 12-18-2025

