

SCHEDULE ACONDOMINIUM TRUST  
RULES AND REGULATIONS:  
COMMON ELEMENTS

This Schedule A is incorporated into and made Article V, Section 13A of the By-Laws.

1. No use shall be made of the Common Elements except as permitted by the Board of Trustees.
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. No barbecue or grill shall be operated or stored on the common areas.
3. Nothing shall be done or kept in the Common Elements that will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential and commercial use without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements or upon utilities or other matters paid from the common funds.
4. Unit Owners will not be allowed to put their names on any Building or Common Element except near the entry doors to each unit
5. No offensive activity shall be carried on in the 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.
6. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials. All bicycles shall be stored in the Unit and not on the common area.
7. The Laundry Area shall be utilized only between the hours of 8 a. m. and 10 p. m.
8. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any residential part of the Condominium or in any Unit therein, unless specifically approved by the Trustees for a specified period of time.
9. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Trustees.

10. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Trustees, except as otherwise permitted as of right in the Condominium Documents.
11. The Board of Trustees shall maintain the Common Elements and all areas outside the boundaries of the Units that are granted exclusively to a Unit Owner.
12. Rugs or mops shall not be shaken or hung from or on any of the windows or doors. Non-common garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct.
13. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to an employee or member of the Board of Trustees, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
14. The use of the 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 Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.
15. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, lessees, and tenants. The Unit Owners will insure that members of his family, guests, etc. do not loiter or congregate on the common areas so as to create an inconvenience to any other Unit Owner. The Trustees shall be the sole authority to determine what may constitute such an inconvenience.
16. The Trustees will arrange for refuse collection facilities, the cost being treated as a Common Charge. However, no Unit will deposit in refuse collection facility any matter which requires a special charge to dispose of or which is not allowed to be disposed of in the Northampton dump. The Trustees may establish reasonable rules for the use of the refuse collection facility, which may include regulation of volume use to maintain proportionality between the units, and may provide for reasonable charges for the violation thereof.
17. Parking. There are parking spaces. See the Master Deed, Article 8C. The Parking Rules are:
  - a. The parking spaces may be used only for parking of vehicles which fit within

- the marked parking spaces and which are duly registered with the appropriate Registry of Motor Vehicles. No boats, trailers and the like may be parked in any parking spaces except with the written consent of the Trustees.
- b. In instances where vehicles using the parking areas and parking spaces do not comply with the foregoing provisions, the Trustees are authorized to allow the towing of the non-complying vehicles at the vehicle owners' expense. The Trustees may erect appropriate signs.
  - c. In order to assure reasonable parking opportunities for the residents, no visitor will be permitted to park in the parking area after 5 p. m. on any day of the week.
  - d. The Trustees are also authorized to make additional rules for parking.
18. 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, provided reasonable transition periods are allowed in case of revoked permission.
  19. These Rules and Regulations may be amended from time to time as provided in the Trust, except to the extent that the Master Deed, particularly Section 12 thereof, governs them.

#### SCHEDULE B

#### CONDOMINIUM TRUST RESTRICTIONS ON THE USE OF THE UNITS

This Schedule B is incorporated into and made Article V, Section 13B of the By-Laws.

1. No Unit of the Condominium shall be used for any purpose forbidden by the Northampton Zoning Ordinance as a whole for dwellings in the same zone as the condominium.
2. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and exclusive easement area in accordance with the provisions of the Trust.
3. Each Unit Owner shall maintain a thermostat heat of at least fifty-five (55) degrees Fahrenheit during cold weather.
4. Nothing shall be done in any Unit or in any exclusive easement which will impair the structural integrity of the buildings or which would structurally change the buildings without the prior written notice to of the Board of Trustees. Any construction, alteration or remodeling work which affects the structure of any

building and which is not otherwise prohibited by the Master Deed shall be undertaken by an Unit Owner only after written notice to the Board of Trustees specifying the nature and scope of the work in detail; emergencies excepted. See the Master Deed 9 (B) and (C).

5. Each Unit Owner shall keep his Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors and windows thereof any dirt or other substance. The windows of the Unit will not be covered with any material not designed for use as a window treatment, in particular there shall be no plywood, blankets, sheets or towels used.
6. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
7. The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit at any reasonable hour of the day after 24-hour notification and at a time that will not unreasonably interfere with the use of the Unit (except in case of emergency) for the purpose of inspecting such Unit for compliance with the terms of the Master Deed and this Trust and for the purpose of performing work.
8. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in a Unit or exclusive easement area any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary, or such items as are the normal materials used in residential use.
9. At its election, the Board of Trustees, or its designated agent, may retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Trustees, which consent shall not be unreasonably withheld. In case such consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key pursuant to its right of access to the Unit. In the event the Board of Trustees or its agents enter a Unit, notice of the reason for entering the Unit shall be given to the Unit Owner, immediately if the Unit Owner is present or if the Unit Owner is absent then as soon thereafter as is practical.
10. The use of the Units by Unit Owners, or any occupant or any member of the owner's family, or the owner's agent, servant, employee, licensee, lessee or visitor, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Seller, nor their respective

agents, servants, employees, successors or assigns, shall bear any responsibility therefore.

11. No Unit Owner shall make or permit any disturbing noises by himself, his 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. In particular, the Units will observe quiet hours from 11 p. m. to 8 a. m. each day.
  
12. Common household cats and pets that are kept in cages (e.g. birds, fish) may be kept in the Units so long as they do not in the sole judgment of the Trustees, interfere with the quiet enjoyment of any other Unit Occupant. If a pet is allowed, the owner of a pet assumes full liability for all damage to persons or property caused by such pet (and shall hold harmless and indemnify the Trust with respect thereto). In no event shall any pets be permitted in any part of the Condominium common areas, unless being carried by the Unit occupant. (Hence pet doors are not allowed). The Unit Owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet or animal in a Unit or other portions of the Condominium. Upon written complaint of any Unit Owner to the Trustees that a pet kept in any Unit or within the Condominium is a nuisance, the Trustees may prohibit the presence of said pet within the Condominium. No such action of the Trustees shall be taken without a meeting, at least three (3) days' written notice of which has been given to the Unit Owner responsible for said pet, and the opportunity at said Trustees' meeting for the Unit Owner responsible for the pet to be heard.