

Rules and Regulations

Last updated: June 2026

Introduction

In these Rules and Regulations, the word “Condominium” shall refer to Amherst Community Homes Condominium, and the words “Common Elements” shall have the meaning given to them in the Master Deed creating the Condominium. Each Unit Owner’s or resident’s, invitees, employees, relatives, guests, or agents(hereinafter collectively referred to as an “Occupant” of the Condominium property) shall, in addition to the obligations and duties as set forth in the Master Deed Declaration of Condominium, the Declaration of Trust, or any amendments thereto, be governed by the following Rules and Regulations.

These Rules and Regulations shall supersede all previous versions of such documents and may be further amended from time to time as provided in the Declaration of Trust. All current owners shall be given a copy of the Declaration of Trust and these Rules and Regulations within 30 days of approval of any amendments. All future Unit Owners shall be given a copy of the Master Deed, Declaration of Trust and these Rules and Regulations upon execution of Final Purchase and Sale Agreement.

The purpose of these Rules and Regulations is to make Amherst Community Homes Condominium a pleasant, livable place. Many are worded as prohibitions without provision for exceptions. If you seek an exception to any Rule or Regulation, you must come to the Board of Trustees and request our prior consent. The Rules and Regulations are to be followed unless a Unit Owner has the prior consent of the Board of Trustees.

Common Elements (as defined in the Master Deed)

1. Unit Owners, residents, and their Occupants shall have the right to use the Common Elements, as described in the Master Deed, in common with the other Units in the Condominium, except for the Exclusive Use Common Elements as described in the Master Deed.
2. No obstruction of Common Elements – Unit owners shall not place or store any personal objects or possessions in the Common Elements. No accumulation of rubbish, debris, or unsightly materials will be permitted in the Common Elements of the Condominium, except in designated trash storage areas, nor shall Common Elements be used for storage of personal property.
3. Furnishing/decorating of Common Elements – Common Elements shall not be decorated, furnished, or altered by any Unit Owner in any manner without the prior written consent of the Board of Trustees.
4. Use of Common Elements – No part of the Common Elements shall be used other than for the purposes for which such area was designed or designated. Unit Owners shall not impede others from the reasonable use of the Common Elements. The Board of Trustees and Unit Owners (with express written consent from the Board of Trustees) are empowered to reserve Common Elements for private events from time to time.
5. Use of the center access drive – The Center Access Drive is intended for emergency vehicles, bike, and pedestrian use only. No vehicles owned by Unit Owners, or delivery vehicles, will be allowed to use this path, apart from moving trucks and deliveries of large items that cannot be transported from the parking lots. Permission to utilize the Center Access Drive for moving and/or large deliveries must be granted by the Board of Trustees.

6. Hours of use – Common Elements can be used from 8 AM – 10 PM.
7. Future Community Facilities – An area to the rear of the buildings and along Pulpit Hill Road has been designated as “future community facilities” which the future Homeowners Association will decide how to use.

Insurance/Liability

1. Effects on insurance – No Unit Owner shall use their Unit in such fashion as to result in either the cancellation of insurance maintained by the complex or in any increases in the cost of such insurance. No owner shall permit anything to be done, or kept in their Unit, or in the Common Elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.
2. Liability for Unit Owner safety – Each Unit Owner assumes responsibility for each Unit Owner's safety and that of Unit Owner's or other Occupants. The Condominium shall hold no responsibility for any damage or injuries to Unit Owners or Occupants, except in cases of gross negligence or willful misconduct.
3. Liability for Unit Owner Personal Property – All personal property of the Unit Owners, or any other Occupant, whether in the Units, or in the parking lots, or elsewhere on the Condominium property, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or Occupant, and the Condominium shall therefore hold no responsibility for any damage or injuries to Unit Owners or Occupants, except in cases of gross negligence or willful misconduct.

Noise

1. No Unit Owner shall make or permit any unreasonable disturbing noises by themselves, their Occupants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comfort, or convenience of other Unit Owners or their Occupants, or will in any way be offensive to other Unit Owners or their Occupants.
2. Vocal/Instrumental Practice – Unit Owners can conduct or permit vocal or instrumental practice between the hours of 9:00 a.m. and 8:00 p.m. as long as such practice does not unreasonably disturb any other Unit Owner.
3. Quiet hours – Quiet hours will be in place from 10 PM-8 AM, meaning the volume of television sets, radios, musical instruments, and the like shall be turned down, and shall not disturb the occupants of neighboring Units.
4. Amherst Unlawful Noise Bylaw – Noise shall always be in conformity with the Amherst Unlawful Noise Bylaw.

Snow

1. Property Management shall be responsible for all snow and ice removal from sidewalks, pathways, walkways, parking lots, and Property Management shall communicate with Unit Owners regarding snow removal scheduling.
2. Unit Owners shall be responsible for the timely removal of snow and ice from their Porch. Unit Owners may remove snow and ice from their Patio if desired.

Pets

1. Each Unit may have up to two pets in total and each pet must be below 55 pounds after securing written permission from the Board of Trustees, which permission shall not be unreasonably withheld, provided that the Board of Trustees may deny permission regarding any pet which they determine might interfere with the rights of other Unit Owners or might pose a threat to the safety of other Unit Owners or the public at large.
2. Any Unit in which a Unit Owner resides in which a service animal is required because of a disability, or trained to perform work or tasks, may have up to two pets in total, without requiring the Board of Trustees' permission. However, the Board of Trustees may request the written permission from the Board of Trustees for any pets that are not service animals at its sole discretion.
3. Pets must be kept on a leash at all times while in the Common Elements and must be attended to by its owner. At no such time, shall a pet be outside the Unit while not in the presence of a responsible adult. Further, no ropes or leashes shall be left attached, tied, or anchored to a Unit, Porch, or Patio.
4. Pets may be off leash only in a Unit Owner's own Exclusive Use Common Area that is fenced in.
5. Pet behavior is the sole responsibility of the Unit Owner or resident. Unit Owners must prevent their pets from becoming a nuisance to other Unit Owners or residents, and to that end they must quiet noisy pets. Any waste created by pets shall be immediately removed and disposed of by the Unit Owner in the proper receptacles designed for refuse collection and pick-up.
6. Pet owners are responsible for any damage caused by their pet. Charges to restore or replace damaged property will be the responsibility of the pet owner and Unit Owner.
7. Any resident who witnesses a violation of these Rules can submit a written complaint to the Board of Trustees detailing the offense. The complaint need not be signed by the resident filing the complaint. Upon receipt, the Board of Trustees and/or property manager may contact the pet owner. Pet owners are entitled to review all written notices regarding their pets.

No Offensive Activity

No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or occupants. No Unit Owner shall do or permit any actions by their Occupants, that will interfere with the rights, comforts, or convenience of other Unit Owners and their Occupants.

Garbage/Cleanliness

1. Garbage and refuse shall be taken to the prescribed dumpster areas. All garbage and trash must be placed in the proper receptacles designed for refuse collection and pick-up.
2. No garbage or trash shall be placed anywhere upon any of the Common Elements or Exclusive Use Common Elements.
3. No dumpsters or any type outside container, trash can, etc., shall be allowed upon any Common Elements or Exclusive Use Common Elements.
4. Each Unit Owner or resident shall keep their Unit in a good state of preservation and cleanliness. Unit Owners shall not sweep or throw or permit to be swept or thrown from the Units, or from the Unit's doors and windows, any dirt or other substance.

5. Nothing shall be abandoned or disposed of by any Unit Owner or resident which will not be accepted by the Town of Amherst or, if applicable, the Condominium's trash removal contractor.
6. Recyclable items and materials must be separated from other trash and refuse into their designated receptacles.
7. No Unit Owner may dispose of unwanted items by leaving such outside or in Common Areas or Exclusive Use Common Elements.

Laws/Regulations

Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the Town of Amherst and shall indemnify and save the Board of Trustees and other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Flammable materials

1. No Unit Owner or any of their Occupants shall, at any time, bring into or keep in their Unit, Exclusive Use Common Elements or Common Elements any flammable, combustible or explosive fluid, material, chemical, or substance except such cleaning fluids as are customary for residential use or propane in tanks for grill use as described below.
2. Only propane barbeque grills may be used on the premises, and shall be used only on the rear Patio of each Unit. All open flame grills must be at least ten feet away from all buildings and structures. Other outdoor burning devices, such as a fire pit or chimney-type structures, are strictly prohibited.
3. The Unit Owner and their Occupants shall be liable for any damage or injury caused by any radio, television, propane barbeque grill, or other electrical equipment in such Unit.
4. No electrical device creating unusual electrical overloading may be used in any Unit without prior written permission from the Board of Trustees, which permission shall not be unreasonably withheld.

Property Use

1. No part of the Condominium property shall be used for any purpose except housing and the common recreation for which the Condominium property was designed. Each Unit shall be used as a residence for a household and guests.
2. The Unit shall be occupied and used by the Unit Owner's household exclusively as their principal residence.
3. The Unit Owner(s) shall not lease or rent the Unit to anyone without the prior written consent of the Board of Trustees and the Monitoring Agent, as stated in the deed restriction.

Mailboxes

Each Unit shall be assigned a mailbox at one of the two shared mailbox sheds. All mail and deliveries shall be delivered to this location. Unit Owners shall have access to a community bulletin board and shared utility cart to transport larger delivery items. The shared utility cart shall be available on a first come first served basis and is required to be returned to the designated mailbox shed within two hours.

Parking

1. Each Unit will be assigned one parking space, which they will have sole use of. Motor vehicles shall be lawfully registered and insured; no inoperable vehicles may be stored. Unit Owners shall share the license plate numbers they plan to park on Condominium property with Property Management.
2. Parking areas shall only be used to park the Unit Owners' motor vehicles, and for short-term parking not to exceed 8 AM – 8 PM of commercial vehicles for services to be provided to residents.
3. No temporary car structure or other structure(s) are permitted to be placed in the parking lots.
4. No vehicle shall be parked in such a manner as to impede clear passage for any other vehicle, emergency vehicles, or prevent ready access to another Unit Owner's parking space.
5. No vehicle shall be parked in any "No Parking" area or other area not specifically designated for parking of vehicles.
6. In the event of an emergency or for safety considerations as determined by the Board of Trustees, the vehicle may be towed immediately and without warning at the vehicle owner's expense or the Unit Owner's Occupants.
7. Any unauthorized vehicles or vehicles parked in unauthorized areas shall constitute a violation of the Rules and Regulations.
8. Occupants of Unit Owners can access visitor parking spots in the two parking lots onsite, for one day or less. If visitors plan to park for longer than 24 hours, they will be required to display a temporary parking pass from Property Management and can park overnight for a maximum of 7 days.
9. Unit Owners can use EV charging parking spaces on a first come first served basis, only while charging a vehicle. EV chargers will not be reserved for individual homeowners. Vehicles shall not remain parked in EV spots overnight.
10. Residents shall report all maintenance requests for EV chargers to property management in writing.

Modifications and Upkeep

1. Nothing shall be done in any Unit or in, on or to the Common Elements or Exclusive Use Common Elements which impairs the structural or architectural integrity or which would structurally change them.
2. Unit Owners shall not change the exterior of their Units, including color, exterior trim, siding, roofing, gutters, or any other external changes without the Board of Trustees' express prior written permission.
3. The Board of Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems caused by such Unit Owner or their Occupants by misuse of those systems.
4. Each Unit Owner shall be obligated to maintain and keep in good order and repair their own Unit or Exclusive Use Common Elements.
5. Any damage to Condominium property caused by a Unit Owner, or such Unit Owner's Occupants or pet shall be repaired at the expense of the Unit Owner.
6. Unit Owners shall be responsible for all appliance upkeep and maintenance and are responsible for keeping appliances in safe and working condition.

7. Unit Owners shall not place satellites or antennas on their Unit's exterior, or in any Common Elements or Exclusive Use Common Elements.

Board Operations

1. These Rules and Regulations may be added to or amended at any time. The Board of Trustees shall provide updated copies of these Rules and Regulations to all Unit Owners within 30 days of any changes.
2. 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.
3. Complaints regarding management or maintenance of the Common Elements, or regarding action of other Unit Owners or their Occupants or pets, shall be made in writing to the Board of Trustees and/or Property Management. Individual Board members shall not make decisions without reviewing the written complaint with a majority of the Board of Trustees and/or the Property Management company.
4. The Board of Trustees shall have authority to enforce these Rules and Regulations, including through the assessment of fines, legal action, and such other remedies as are provided for under the Master Deed, the Declaration of Trust, and applicable law.

Exclusive Use Areas

1. Lawn/yard – Unit Owners shall have exclusive use of their lawn/yard, as outlined in the Master Deed, which shall be kept in orderly fashion at all times. Unit Owners may store and use outdoor furniture, clotheslines, and the like provided items fit reasonably within the available space of their Exclusive Use Area. Unit Owners shall be responsible for mowing and other landscaping maintenance for their lawn/yard. Fences shall be permitted around the lawn/yard of a Unit Owner's lawn and/or yard. Fences shall not be permitted around the Exclusive Use Area Walkways to permit the Condominium to remove snow and ice in this area.
2. Fences – Each Exclusive Use Area shall be divided by a six-foot high cedar privacy fence that will run approximately fifteen feet along the line dividing the two Units' respective outdoor patio areas. Fences shall not be altered or removed, without the prior express written consent of the Board of Trustees. Additional fencing may be added along the rear boundary line of the Unit Owner's Exclusive Use Area subject to any fencing design standards as may be adopted by the Board of Trustees from time to time. Unit Owners shall consult with the Board of Trustees prior to the initiation of any fence installation, repair, or replacement to determine if design standards apply.
3. Gardening - Unit Owners may plant flowers around the foundation of their Unit and/or establish and maintain a flower/vegetable garden to the rear of the Unit within their Exclusive Use Area. Unit Owners shall be responsible for all garden upkeep. All plants shall be non-invasive species and any plantings by Unit Owner are subject to agricultural, planting, or landscaping standards as may be adopted by the Board of Trustees from time to time. Unit Owners shall consult with the Board of Trustees prior to any such plantings to determine if any such standards apply.
4. Exclusive Use Walkways – Unit Owners shall not block any Exclusive Use walkways within the complex.
5. Front porches and patios – Front porches shall be kept in orderly fashion at all times. Unit Owners may store and use outdoor furniture, clotheslines, and the like provided items fit

reasonably within the available space of their Exclusive Use Area. Porches and Patios may not be used as general storage space or collection areas for refuse. Unit Owners shall take proper precautions to protect the safety of the Buildings and Occupants with respect to any items left unattended.

6. Holiday decorations – Unit Owners may display holiday decorations and/or lights in their windows or on their Porch, Patio, or lawn/yard, so long as holiday decorations and/or lights are not a nuisance to other Unit Owners or create a safety hazard.
7. Lighting – Any exterior lighting added by the Unit Owner shall be Dark Sky compliant, so as not to cause light trespass on adjoining Units and shall be approved by the Board of Trustees prior to installation.
8. Structures – No sheds or permanent structures shall be installed upon the Exclusive Use Common Elements.

Keys

1. Property Management shall keep a master key for all Units.
2. No Unit Owner shall alter any lock or install a new lock without prior written consent of the Board of Trustees. In the event that such consent is given, the Unit Owner shall provide Property Management with an additional key pursuant to its right of access to the Unit.

Condo Fees

Monthly installments of common charges and related charges are due and payable the first of each month. All Units with balances outstanding as of the tenth (10th) of each month will be charged a late fee of \$25.00. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit and shall be the personal liability of the Unit Owner.

Mortgage documents

All Unit Owners are required to provide the Condominium with the name, address, telephone number, loan number, and contact person of each mortgage holder for their Unit. Failure to do so in a timely manner will result in the Condominium securing the information from a Title Search. The cost of ordering, completing, and reviewing said Title Search will be assessed against the Unit.

Moving

1. A move is defined as a delivery or removal of large furnishings, equipment, electronics and/or household items.
2. Moving will be allowed from 9 AM to 8 PM.
3. Seven days' advance notice to the Board of Trustees and Property Management is required for any move obstructing the Common Elements for longer than one hour.
4. Any damage caused by moving vehicles, workers, etc. will be assessed to the Unit Owner.
5. The pedestrian walkway/emergency vehicle lane shall be used for moves lasting over one hour only after advance notice has been given to the Board of Trustees, and the Board of Trustees has approved this use.

Smoking

1. Smoking is prohibited in all outdoor areas of the Condominium, and on all property Common Elements, including Exclusive Use Common Elements. "Smoking" includes the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipe, marijuana, or other tobacco/plant product, as well as the use of electronic cigarettes (vaping).
2. No Unit Owner shall make or permit any unreasonable disturbing smoke by themselves or their Occupants that will unreasonably interfere with the rights, comfort or convenience of other Unit Owners or their Occupants or will in any way be offensive to other Unit Owners or their Occupants.