

**Hampshire County - 20/20 Perfect Vision i2 Document Detail Report**

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
3356	AMENDMENT		15086/101	03/12/2024	
<b>Property-Street Address and/or Description</b>					
NONE					
<b>Grantors</b>					
BEAR HILL ESTATES SENIOR CONDOMINIUM ASSOCIATION					
<b>Grantees</b>					
SECOND REVISED RULES & REGULATIONS					
<b>References-Book/Pg Description Recorded Year</b>					
08791/66 MD 2006, 09378/11 AMEND 2008, 13418/37 AMEND 2019					
<b>Registered Land Certificate(s)-Cert# Book/Pg</b>					



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**Second Revised Rules and Regulations  
of the  
Bear Hill Estates Senior Condominium Association**

The Bear Hill Estates Senior Condominium Association (the "Association") with an address at 79 King Street, Northampton, MA 01060, is the organization of unit owners of the Bear Hill Estates Senior Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated July 12, 2006, and recorded in the Hampshire County Registry of Deeds in Book 8791, Page 66, as amended and restated by an Amendment and Restatement of Master Deed recorded in said Registry in Book 9378, Page 11 and as may be subsequently amended. By executing and recording this Second Revised Rules and Regulations, the Association hereby restates and replaces the Amended and Restated Rules and Regulations recorded in Book 13418, Page 37.

Whereas, the Board of Directors, after the unit owners having been given proper notice and the opportunity to be heard in accordance with Bear Hill Estates Senior Condominium Bylaws for the purpose of amending the Rules and Regulations, unanimously adopted the Second Revised Rules and Regulations on July 31, 2023, to be effective as of that date;

**Bear Hill Estates Senior Condominium Association  
Revised Rules and Regulations  
Revised by the Board on 7/31/23 with replacement of Appendix B**

The following Rules and Regulations have been adopted by the Association Board of Directors of the Bear Hill Estates Senior Condominium Association in accordance with the Bylaws and with the Declaration of Bear Hill Estates Senior Condominium (as amended) to promote the safety and welfare of residents, to protect the harmony of the Bear Hill community, and to maintain an acceptable quality of life.

It should be remembered that the Rules and Regulations do not replace the Bylaws which the Association Board of Directors uses as its primary governing

document. Both documents are in force. In case of conflict between the wording of the documents, the Bylaws will prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests and shall be enforced by the Association Board of Directors in accordance with applicable Bylaws.

In establishing and maintaining the Rules and Regulations, the Association Board shall make every effort to ensure that they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership. Exception to all Rules may be requested in writing/email to the Association Board of Directors who shall respond in writing/email.

The Rules and Regulations may be modified, repealed or amended at any time by a resolution of the Association Board of Directors when deemed necessary in the best interest of unit owners/residents and the Bear Hill community.

#### **Section 1: Use of Units**

1.1 Units are limited to occupancy as Single Family Residences with a maximum occupancy of four residents per unit, with at least one resident being an Eligible Resident who is 55 years of age or older and no residents being under the age of 21 years.

1.2 Exceptions to the 55 years of age restriction can be found in the Declaration of Bear Hill Estates Senior Condominium (as amended) in Article IX and provide for up to a 20% leeway of units with no Eligible Resident over 55 to allow for a younger widow or widower or other reasonable circumstances that may occur.

1.3 Overnight guests are allowed for reasonable visitation periods not to exceed 30 days of continuous duration nor more than 90 days per calendar year.

1.4 Residents must comply with all state and local health, safety and sanitary codes including the codes governing the maximum occupancy of the unit.

1.5 No Unit shall be used for industry, business, or trade, or for any religious, educational, or other commercial occupation, whether or not for profit, that results in frequent and excessive client/customer/participant auto traffic.

1.6 The tasteful use of floral displays, plants and the like are permitted on doors and stoops. The Association Board of Directors shall use its discretion to determine if such decoration is appropriate for Bear Hill Estates Senior Condominium and may request the removal of any decoration which is deemed inappropriate. However, no sign, awning, canopy, shutter, shall be affixed to or placed upon the exterior walls, doors, roof, or any part thereof, or exposed on or at any window, without the prior written consent of the Directors. (This rule shall not apply to the Warner units.)

1.7 No radio or television antenna shall be affixed to or placed upon the exterior walls, doors, roof, or any part of the unit, or placed upon or project over the common areas, or exposed on or at any window, except as permitted by this rule or with the prior written consent of the Board. Notwithstanding any other provision in these Rules, and without notice to or permission from the Board, a resident may install an antenna (including a satellite dish antenna) of the types and in the locations and meeting the conditions and restrictions specified in Appendix A attached to these Rules, which is hereby incorporated into this Rule 1.7. (This rule shall not apply to the Warner units.)

1.8 Except for the Warner Units, any draperies, curtains and/or window dressings that may be viewed from the common areas must be maintained in good condition at all times, and must have a neutral backing (beige, white, off white, light gray, etc.) on the window dressing facing the exterior of the unit.

1.9 No laundry of any kind or other articles shall be regularly hung out of a Unit or exposed from any part the Unit that may be viewed from the common areas.

1.10 Decks and patios are intended for use as extended living quarters, not as storage areas. Neatly arranged, usable furniture and well-tended plants may be kept there, but trash may not. Anyone operating a grill on a deck or patio must keep it at least three (3) feet from the side of the building, must be careful not to produce excessive smoke, and shall be responsible for any damage caused by the grill. Unit Owners may be required to remove from their decks/patios any items which, in the reasonable judgment of the Association Board, present a hazard, nuisance or eyesore. No deck or patio shall be enclosed, covered or otherwise improved by the installation of any awning, railing, decks, lighting or other exterior feature without the

consent in writing of the Association Board of Directors. (This rule shall not apply to the Warner units.)

1.11 Unit Owners shall not paint, stain or otherwise change the color or appearance of the exterior portion of any Unit without the prior written consent of the Association Board of Directors. Storm doors, windows, and hand rails must be compatible with those previously approved by the Association Board. Outside wheelchair ramps or other accessibility assists must be approved by the Board, be in compliance with the Northampton Building Regulations, and be as compatible as reasonably possible with the general look of the Bear Hill community. Any wheelchair ramps or other accessibility assists must be removed when no longer needed. If a subsequent owner wishes to retain the ramp, the current owner may make a request to the Board to retain the ramp. (This rule shall not apply to the Warner units.)

1.12 Each Unit Owner or occupant shall keep his or her Unit in a good state of preservation and cleanliness. No storage will be permitted in any Unit in such manner as to permit the spread or encouragement of fire or vermin. The Association Board of Directors or its designee shall assist the Unit Owner with contacting and engaging appropriate resources should such a condition arise.

1.13 All construction/renovation work within a Unit shall be restricted to the hours of 8:00 am to 5:00 p.m. on weekdays and Saturdays. No construction that involves the outside use of noisy power tools or outside crews of workers shall take place on Sundays or Massachusetts' legal holidays with the exception of emergency repairs and the completion of the original construction of each Unit.

## Section 2: Use of Common Areas

2.1 The Common Areas shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Areas or interfere with their proper use by others, or commit any nuisance, vandalism, boisterous or improper behavior in the Common Areas which interferes with, or limits the enjoyment of such by all others.

2.2 There shall be no obstruction of the Common Areas, nor shall anything be stored in the Common Areas such as bicycles, toys, trash or laundry, without prior written consent of the Association

Directors, for any length of time.

2.3 Trash must be deposited in the receptacles provided and the owner of the Unit is responsible for placing the receptacles at the designated pick up point and removing the receptacles by the end of the day of the designated pick up. Any trash left on common ground around a Unit, should be picked up by the owner of the Unit. Trash containers may be placed out the evening prior to the designated pick-up day after sunset and if properly secured against scavenging animals and weather issues especially wind.

2.4 The disposal of furniture, appliances, mattresses or other large items is the responsibility of each individual Unit Owner or Tenant. It is up to the Unit Owner or Tenant to make arrangements to have said items removed and disposed of at Unit Owner's/Tenant's expense.

2.5 Nothing shall be altered or constructed in or removed from the common Areas and facilities, except upon the written consent of the Association Directors; nor shall any portion of the Common Area be decorated or furnished by any Unit Owner or occupant in any manner without written consent of the Board.

2.6 Unit Owners are permitted to plant flowers, vegetables, shrubs, etc., in the mulched areas adjacent to their Unit in compliance with the policies specified in the Bear Hill Landscaping Bed Policy attached hereto as Appendix B and incorporated herein. All other plantings require written consent of the Association Board and of the Northampton Conservation Commission if the intended plantings are to be done in the conservation area surrounding the Units. (This rule shall not apply to Warner Units or Exclusive Use Areas A through D inclusive.)

### Section3: Parking/Motor Vehicles

3.1 All vehicles are to be operated at a safe and responsible speed, not to exceed 20 mph within the condominium complex, in keeping with the safety and well-being of pedestrians, pets, and other drivers given the weather and road conditions at the time.

3.2 All vehicles parked on the property shall be lawfully registered and insured unless stored in a garage.

3.3 Each Unit Owner shall have the exclusive right to use and park in the driveway serving such Unit. The balance of the surface parking is on-street parking and all parking on street must comply with the City of Northampton Parking Ordinances and the Rules and Regulations of the Bear Hill Estates Senior Condominium Association.

3.4 Parking of boats, campers, trailers or other recreational or commercial vehicles on Bear Hill Estates Senior Condominium property is prohibited. For purposes of this Regulation, commercial vehicles are defined as vehicles in excess of 3/4-ton or containing exterior lettering advertising company or entity, or containing working equipment on the exterior of a vehicle.

3.5 Garages are restricted to use as a parking space for vehicles and for noncommercial storage. Garage doors must be kept closed when not in use.

3.6 All vehicles must be moved from the driveways and roadways in compliance with the snow removal policy as set forth by the city of Northampton Management and the servicing contractor.

3.7 The Board of Directors may from time to time establish regulations or policies regarding parking on the Bear Hill Estates Senior Condominium property including the number of vehicles per Unit and/or guest parking allowable per Unit.

#### Section 4: Violations/Fines/Late Charges

4.1 The Board of Directors or its designated agent shall impose late charges of three (3%) percent of any outstanding monthly installment, reasonable attorney's fees and costs and/or other associated charges for the collection of outstanding condominium fees that are fifteen (15) days overdue. Condominium fees are due on the first day of each month for that month.

4.2 A fine of not more than Fifty Dollars (\$50.00) per day may be levied against any Unit Owner for violations of the Rules and Regulations or Bylaws, and each day or part thereof a violation continues shall be considered a separate offense.

4.3 Violations of the Rules and Regulations will result in a written warning from Management and/or Directors. If the violation continues, the Unit Owner will be notified of the Board's intent to fine. If within the time

specified in the warning, the Unit Owner has not eliminated the violation, a fine will be assessed. A separate fine may be levied for each day the violation exists thereafter.

4.4 Any Unit Owner may request and receive a hearing before the Board of Directors to appeal any rules violation charge brought against them.

4.5 Any Unit Owner may register a rules violation complaint to the Board of Directors. Complaints should be in writing and should be addressed to the Management Office.

#### Section 5: Insurance

5.1 Nothing that will increase the insurance rate of any building or its contents may be done or kept in any Unit or Common Area, nor may anything be done or kept which would either void that insurance or violate any law.

5.2 The Condominium Association provides insurance only for common property and is not responsible for providing insurance for individual Units and their contents, or relocation insurance for tenants. Unit owners and tenants are advised to consult Management for insurance recommendations.

#### Section 6: Pets

6.1 All definitions, rules and regulations regarding pets which may be promulgated by the City of Northampton are in full force at the Bear Hill Estates Senior Condominium. A complete copy is available online at the City of Northampton website and also on the Bear Hillers blog.

6.2 Residents are limited to not more than two (2) household cats or two (2) dogs or one (1) cat and (1) dog. Other small animals (such as hamsters, birds, fish, etc.) may be kept as household pets. However, the Association Board of Directors may require permanent removal of any pet constituting "public nuisance/vicious animal" under the Ordinances of the City. Unit Owners may, at their discretion, ban pets from any Unit which may be rented to another person. Any resident owning more than the allowed number of pets at the time that these rules are approved may keep those pets, but may not replace them except in compliance with the limitations of this rule.



6.3 Owners of cats or dogs shall fill out a Pet Registration Form and return it to Management with a picture of the pet(s). All cats and dogs must have tags identifying their owners. Owners are required to notify Management of newly acquired pets or change of status of any registered pet.

6.4 All cats and dogs are the sole responsibility of the Owner of the Unit in which such cat or dog resides. Unit Owners are responsible for any cats or dogs owned by renters. The behavior of all cats or dogs belonging to visitors is the sole responsibility of the host/owner. Unit owners who permit any animal to be brought on the Bear Hill property shall indemnify the Association for any loss, damage, or liability the Association may sustain as a result of the presence of the animal on the Bear Hill property.

6.5 All cats and dogs must be on a leash or carried when in the Bear Hill common area and the pet's owner shall be responsible for cleaning up after it. Per owners shall make all reasonable efforts to respect the common areas in proximity to other's homes when walking their pets. The Association Board of Directors may revoke the right to have a pet at any time if the pet becomes a nuisance for any reason, including noise, odor, or sanitary conditions, or poses a danger. Dogs and cats shall not be tied outside a Unit and left unattended for any length of time

#### Section 7: Leasing of Units

7.1 A Unit Owner may lease or rent such Unit Owner's Unit provided that all leases and rental agreements shall be in writing and a copy of such lease or rental agreement be kept on file at the Management Office. Notwithstanding anything to the contrary contained herein, a Unit will not be considered rented if it is leased to a parent, spouse, grandparent, son, daughter, uncle or aunt of a Unit Owner. At no time shall there be more than 14(14) rental units in Bear Hill Estates Senior Condominium. (This rental limitation shall not limit the right of the owners of the Warner Units to rent such units.)

7.2 All leases and rental agreements shall be specifically subject to the requirements of the Master Deed, the Association Board and all Rules and Regulations.

7.3 No Units may be leased or rented for a period of less than one (1) year or more than two (2) years.

7.4 No portion of the Unit (other than the entire Unit) may be leased or rented.

7.5 Unit Owners renting or leasing their Units must provide tenants with a copy of the Rules and Regulations for the Bear Hill Estates Senior Condominium. Tenants must sign a document stating their agreement to abide by said Rules and Regulations. A copy of said document is to be kept on file at the Management Office.

7.6 All leases shall include a provision that the Tenants will pay rent directly to the Condominium Association in the event the Condominium Association notifies Tenant in accordance with M.G.L. Ch. 183A that Owner has failed to pay common charges, special assessments, fines, or costs of collection, including reasonable attorney's fees.

7.7 All leases must provide that lease can be terminated by the Condominium Association for repeated violations of the Rules and Regulations by Tenant.

7.8 Units shall not be rented to anyone under the age of 55 and there shall be no occupants under the age of 55 under said lease.

#### Section 8 General

8.1 Nothing which is a nuisance shall be done or kept at the Bear Hills Estates Senior Condominium. No Unit or Common Area shall be used for any purpose, business or otherwise, which interferes with any resident's quiet enjoyment of the Bear Hill Estates Senior Condominium for residential and recreational purposes. No resident shall play any musical instrument, radio, television or sound system in a manner which causes a disturbance to other Unit Owners or occupants.

8.2 To the extent that any maintenance, repairs or replacements are necessitated by the negligence, misuse or neglect of a Unit Owner, the expense of restoring same will be charged to the Unit Owner.

8.3 Any consent or approval required by these Rules and Regulations must be obtained in writing prior to undertaking the action to which it refers and may be added to, amended or revoked at any time at the option of the Association Board.

8.4 Any complaint regarding the actions of another Unit Owner or resident must be made in writing and forwarded to the Management

Office.

8.5 Disputes between the Board of Directors and Unit Owners or between two (2) or more Unit Owners regarding the Residential Condominium must be submitted to non-binding alternative dispute resolution as a prerequisite to commencement of a judicial proceeding.

8.6 The Board of Directors shall establish a list of Unit Owners willing to serve as neutrals. Each party to the dispute may select one person from the list, and the two selected shall select a third person. The three-person panel shall hear the dispute and if no agreement is reached, the panel shall render a binding decision.

8.7 No provision of any of the Bear Hill Estates Senior Condominium Association Documents, including these Rules and Regulations, shall be so construed as to violate any anti-discrimination law or any other federal, state, county or municipal law. However, if any provision of these Rules and Regulations is invalid or conflicts with statute, all other provisions shall remain valid and enforceable.

8.8 All Unit Owners will be required to complete a Unit Owner Registration Form and update the Management Office with any changes.

**APPENDIX A**  
**Bear Hill Estates Senior Condominium Association**  
**Rules and Regulations**  
**(Incorporated into Rule 1.7)**  
**Antennas (Including Satellite Dish Antennas)**

**A. Purpose**

1. This Appendix A, incorporated into Rule 1.7, is designed to define individual residents' right to install certain antennas as a matter of Bear Hill Estates Senior Condominium policy and also in compliance with federal law and regulations, with certain restrictions that honor the community's desire for a clean and uncluttered appearance of the units.

2. Applicable federal law and regulations are the Federal Communications Commission's (FCC's) Over-the-Air Reception Devices (OTARD) Rule, 47 CFR 1.4000, and Q&A guidance (see <https://www.fcc.gov/media/over-air-reception-devices-rule>), implementing Section 207 of the Telecommunications Act of 1996, as amended (see <https://transition.fcc.gov/telecom.html>).

**B. Permitted Types of Antennas**

1. A resident may install one antenna (including a satellite dish antenna) of the following types in the locations specified in C below, notwithstanding any other provision in these Rules, and without notice to or permission from the Board:

- (a) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service (including direct-to-home satellite service) or to receive or transmit "fixed wireless signals" (as defined in 3 below) via satellite.
- (b) An antenna that is one meter (39.37") or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit "fixed wireless signals" (as defined in 3 below) other than via satellite.
- (c) An antenna that is designed to receive local television broadcast signals.

More than one such antenna may be installed only if necessary to receive the desired service.

2. These include antennas used to receive and/or transmit data and/or voice services, including Internet access, even if not used for video.

3. "Fixed wireless signals" are any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed Internet access to a fixed location. This definition does not include, among other things, AM/FM radio, amateur ("HAM") radio (but see 47 C.F.R. §97.15), Citizens Band ("CB") radio, or Digital Audio Radio Services ("DARS") signals.

C. Placement Locations

1. Placement Preference. Placement should consider the aesthetics of the community at large and nearby neighbors.
2. Areas on Which an Antenna May Be Installed. Permitted areas include:
  - (a) Decks, porches, balconies, patios, roofs, and the interior of the unit;
  - (b) Any other areas within the unit's boundaries as defined in Article IV, Section 4.03 of the Amended and Restated Declaration of Bear Hill Estates Senior Condominium<sup>1</sup>, as it may be amended from time to time;
  - (c) Any other areas defined as Exclusive Use Areas of the particular unit in Article I, Section 1.17 of said Amended and Restated Declaration of Bear Hill Estates Senior Condominium or on page 2 of the Amendment to Master Deed<sup>2</sup>, as they may be amended from time to time; and
  - (d) Any other areas within the resident's exclusive use or control.
3. Roof Restriction. For a roof installation, the antenna shall be located on the lowest part of the roof possible, in consideration of the view of neighbors and the community (and especially avoiding any projection above the roof-line), provided this

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<sup>1</sup> Executed on January 22, 2008 and recorded in the Hampshire County Registry of Deeds in Book 09378 Page 30 et seq.

<sup>2</sup> Executed on June 9, 2016 and recorded in the Hampshire County Registry of Deeds in Book 12298 Page 87 et seq.

does not involve significantly more cost or preclude reception or transmission of an acceptable quality signal.

4. Driveway and Walkway Restriction. An antenna shall not be installed in, or overhang over, a driveway or entry way walk serving the unit unless other permitted areas would involve significantly more cost or preclude reception or transmission of an acceptable quality signal, and in that event the antenna must not impede safe access by emergency vehicles and emergency personnel with their equipment.

5. Overhang Over Non-exclusive Property. Antennas may not project in, on, or over property not within the resident's exclusive use or control, except upon written consent of the Board for a minor overhang over the edge of a deck, porch, balcony, patio, or roof as necessary for a neat and unobtrusive installation or to minimize interference with the resident's use of the property.

**D. Exceptions as Authorized by the Board**

1. If installation of an antenna as allowed by this Appendix A would involve significantly more cost or preclude reception or transmission of an acceptable quality signal, or for other good reasons, the resident may make a written request to the Board, before any installation, for an exception to any of the restrictions in Rule 1.5 (including this Appendix A).

2. The written request should include in detail the reason for the request and an alternative location for the antenna that takes into account the interest of the community.

3. The Board shall have complete discretion whether to grant or deny the request.

**E. Masts**

Antennas permitted by this Appendix A may be mounted on "masts" only to reach the height needed to receive or transmit an acceptable quality signal (e.g. maintain line-of-sight contact with the transmitter or view the satellite), subject to the requirement in F(2) below for prior written approval for any mast more than 12 feet high.

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**F. Safety Requirements**

1. Antennas shall be installed so as to protect the public safety.

2. Due to safety concerns relating to wind loads and the risk of falling structures, all masts, supports, and other structures more than 12 feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

3. Due to safety concerns relating to the falling of structures, all antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the antenna. Guy wires, fasteners and the like may not be attached to common areas and facilities.

4. Residents shall not permit their antenna to fall into disrepair or to become a safety hazard.

5. Customer-end fixed-wireless antennas for transmission must be labelled by the provider to give notice of potential RF safety hazards.

**G. Hold Harmless Provision**

The resident of any unit where an antenna is installed, or being installed, shall be liable for and indemnify and hold harmless the Association and other unit owners and residents for any damage or injury to person or property caused by such antenna or occurring in the process of installing, servicing, replacing, or removing such antenna.

Bear Hill Landscaping Bed Policy  
Guidelines for Owners  
Incorporated into Rule 2.6  
Revised 7/1/2023

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*NOTE: The following rules do not apply to Warner lots A, B, C and D. See the plot plan at the end of this document for the location of these lots.*

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*Notes: All Association property outside the units is common area, including landscaped beds and is subject to the Association rules and regulations. Unit owners may consider planting or modifying landscaping under Sustainable Landscape Committee (SLC) guidelines and only with prior board approval. See Details within this document.*

*Also, the common areas around each owner's unit should be maintained in a neat and tidy appearance and unit owner possessions and gardening materials should not obstruct the landscape crew's access to the common area for maintenance.*



## **GUIDELINES FOR PLANTING OR REMOVAL OF TREES AND SHRUBS**

### **General Information**

The addition or removal of trees and/or shrubs is addressed in this section.

No trees or shrubs may hinder access to electric meters, shut off boxes, and other house mounted electrical/solar boxes. See the section "**Guidelines for Utility Box Screenings and Electric and Solar Meter Areas**" for more information.

No trees or shrubs may be removed or planted in common grassed or mulched areas by unit owners without explicit Association Board approval. The Board shall maintain an arborist-prepared list of *recommended trees* to select from and a list of invasive species to avoid. *Trees not on the list may be planted if approved by the Board.* Native trees and shrubs are preferred.

**No list of recommended shrubs** is contained in this document due to the overwhelming number available in this area. Trees and shrubs listed on the "Prohibited Invasive Plants" table in the Planting Beds section are not allowed.

Individual owners or a group of unit owners may request permission for planting trees and/or shrubs. Also, new trees and shrubs may be included in the same request provided each tree and shrub is clearly described in the planting request process.

*If a unit owner seeks and is granted approval for the removal and/or replacement of a tree or shrub in the common grassed or mulched areas because of personal preference, all costs of planting and/or removal shall be met by the unit owner and it becomes the Association's responsibility for ongoing maintenance after the first year.*

All trees and shrubs, *one year after planting*, are the financial responsibility of the Association, including pruning, and as appropriate, aeration, fertilization, mulching, and pest control. **The owner must make arrangements for watering the new trees and/or shrubs until they are established during the first year unless the planting was requested by the Association.**

The services of an arborist shall be obtained as needed for the purposes of evaluating all non-conservation area trees, performing or overseeing all tree pruning and care.

### **Conservation Area Trees and Shrubs**

The Association shall first obtain the approval of the Northampton Conservation Commission before undertaking any tree or shrub care in the "Conservation Restriction/Common Open Space (referred to herein as the conservation area). (See the Conservation section at the end of this document and the Conservation Restriction and Easement available on our website for further details.)

### **Owner Tree Pruning**

Individual unit owners may request approval to care for and prune small ornamental trees in original front/side mulched areas. Pruning shall be done in accord with guidelines and/or guidance provided by the Association's consulting arborist.

### **New Tree and Shrub Planting Requests**

Before selecting any new tree or shrub site, be aware of water drainage patterns, swales, underground gas and electrical lines (see Dig Safe requirements below) and irrigation system locations and plan accordingly. (Note: repair of irrigation system damage from such plantings is the requesting unit owner's responsibility).

Purchase and planting of new trees is to be voluntarily funded by a unit owner or group of owners unless the Association itself determines the need for the replacement of an existing tree. In this case the Association will maintain the tree or shrub as of the date of planting.

### **Owner Request Process**

- a) Select **tree(s)** from the approved list of **Bear Hill Recommended Trees** (Attachment below) or *alternatives* recommended by an arborist or certified landscape designer or gardener. Board approval of each tree is required. Native trees are preferred.
- b) Board approval of each **shrub** is required. **Owners should make sure the proposed shrubs are not listed on the Prohibited Invasive Plants list in the Planting Beds section.** Native shrubs are preferred.
- c) Consult with neighbors adjacent to the proposed location to ensure they do not have issues with the location or type of tree(s) or shrub(s). In cases of disagreement, the Board has the final say as to whether the tree or shrub may be planted.
- d) Consult with the landscaping contractor to determine if he is able to properly mow or maintain the beds around the new tree and/or shrub, and ensure that the irrigation system will not be compromised by the planting.
- e) Place a marker at your proposed planting site and **arrange for Dig Safe to mark gas and electrical lines for any tree to be planted in front of or beside a unit or along the street.** You can contact Dig Safe by calling 811 or (888) 344-7233.

Small trees must be at least 8 feet from gas lines, and medium and large trees must be at least 10 feet from gas lines. (NOTE: Some nurseries and contractors contact Dig Safe when planting trees and shrubs so the owner will not have to do so.)

- f) Unit Owner(s) should submit to the Property Manager a request for Board permission to plant a new tree(s) and/or shrub(s) with a to-scale sketch (at least 8.5 x 11") or actual photograph which includes:
1. Adjacent common areas on both sides and rear
  2. The location of fencing and existing landscaping, if any
  3. Location of any existing trees and/or shrubs noting anticipated mature width and height,
  4. The precise location of any proposed trees and/or shrubs and distance to existing structures, trees/shrubs, planting beds, and drainage
  5. Nearby gas and electrical lines from the Dig Safe report or indicate that none apply
  6. The general type and size of the tree (small/ornamental, large deciduous/evergreen, etc.) and/or shrub
  7. The species or common name and variety
  8. Anticipated mature height and width, and rate of growth
  9. An attached photo of the area in its current state before any work is done if using a sketch for listing the above items

### **Approval Process**

Upon receipt of the request from the owner:

- a) The Property Manager will forward it to the Sustainable Landscape Committee, who will review the request and make a recommendation to the Board for discussion at their next meeting.
- b) If appropriate, the Property Manager will forward the request to the Conservation Committee for their approval if the proposed tree or shrub location is in the Conservation area.
- c) The Property Manager will let the owner know whether it has been approved or denied by the Board and the Conservation Committee if applicable.

# **BEAR HILL RECOMMENDED TREES**

[By Bob Goss, Arborist (2021)]

[Approved by Board 4/8/2021]

*(Note: alternatives may be planted if recommended by an arborist or certified landscape designer or gardener. Board approval of each tree is required.)*

<b>SMALL TREES (10-35 ft. tall)</b>	<b>MEDIUM TREES (35-50 ft. tall)</b>	<b>LARGE TREES (50+ ft. tall)</b>
<b>* Means native species supporting local fauna.</b>		
*Amelanchier Serviceberry (Shadblow)	*Abies Fraseri (Frazier Fir)	*Acer rubrum (Red maple)
*Cercis canadensis (redbud)	*Carpinus Caroliniana (Hornbeam, Ironwood)	*Acer Saccharum (sugar maple)
*Cornus alternifolia (pagoda dogwood)	*Nyssa sylvatica (Tupelo black gum)	*Pinus Strobus (white pine)
*Cornus Florida alba (white dogwood)	*Ostrya virginiana (hophornbeam, ironwood)	*Quercus alba (white oak)
*Malus (crabapple)		*Ulmus Accolade (elm)
*Prunus subhirtella pendula (weeping cherry)		
Acer griseum (Paperbark maple)	Aesculus carnea (Horsechestnut, Red buckeye)	Abies concolor (white fir)
Chionanthus virginicus (fringe tree)	Chionanthus virginicus (Fringe Tree)	Celtis Occidentalis (Hackberry) [may get huge]
Cornus Kousa (dogwood)	Cotinus obovatus (American Smoketree)	Fagus sylvatica (Beech european)
Hydrangea paniculata tree	Crataegus viridian (Green Hawthorn)	Ginkgo biloba [avoid female plants]
Magnolia virginiana (swamp magnolia)	Halesia Carolina (Silverbell)	Platanus xacerifolia (London Plane)
Stewartia pseudocamellia	Katsura cercidiphyllum japonica	
Syringa reticulata (Japanese/Chinese tree lilac)		

## **GUIDELINES FOR OWNER CHANGES IN PLANTING BEDS**

### **General Information**

"Original Beds" are those beds installed by the building contractor at the time of the original sale of the house. These usually appear in the front and side yards of the house. "New Beds" are any landscaping beds added by an owner outside of the Original Beds. "Enlarged Planting Beds" are any existing landscaping beds that the owner wishes to enlarge. Native plants are preferred, but are not required.

### **Original Beds**

Maintenance of original basic plantings, shrubs and decorative grasses in original front/side yard mulched areas is community responsibility, accomplished by contract with the Association's landscape management contractor. This includes edging, mulching, weed control, pruning, and spring and fall cleanup. *Front/side mulched bed contours may not be altered without approval by the Board.*

*The lawn irrigation system is not intended to irrigate beds, and unit owners are responsible for supplemental watering if needed. (Note: repair of irrigation system damage caused by the owner is the unit owner's responsibility. Also note that the pressure in the irrigation system is maxed out and no new irrigation heads may be added to the system to service individual units.)*

Owners may care for their own landscaping beds and plants if they wish to do so. They may add annual and small perennial flowers to existing beds but they assume full responsibility for those new plants.

Many unit owners care for some or all of their plants but the contractor continues to maintain the beds. A few owners hire a professional landscaping person or gardener. Assumptions of this policy are that reasonably consistent and well-maintained landscaping in common areas is in the best interest of all Association residents, that residents should have reasonable freedom to tend plants adjacent to their units if they wish to do so, and that it is the responsibility of the Board to assure appropriate approval and oversight.

Unit owners may opt out of chemical weed control applications in the beds adjacent to their homes but in doing so they agree to manually remove weeds keeping the beds relatively weed free. The Property Manager may request the Landscaping Contractor to remove weeds at the owner's expense if the unit owner refuses or neglects to do so.

On the recommendation of the landscape management contractor, shrubs or ornamental grasses in the original front/side mulched areas requiring extensive maintenance or showing signs of an inability to thrive can be removed and replaced as appropriate at the Association's expense. The homeowner will be encouraged to participate fully in such decision. The Board retains authority to resolve any controversy.

Similarly, if a plant dies or needs to be removed or replaced in an original bed the owner may replace it with a like plant by themselves, or the landscaping contractor may do the work at the

expense of the Association.

#### **New and/or Enlarged Planting Beds**

- a) New and/or enlarged planting beds must be approved by the Board.
- b) No new planting beds are allowed in the Conservation Areas.
- c) *The unit owner is responsible for the installation and maintenance of expanded or new beds and all new plants.*
- d) On the transfer of a property to a potential new owner, the new owner may elect to assume responsibility in writing (see form below) of an enlarged or new bed; otherwise the departing owner is responsible for removing added plants and reseeding the bed area. The Association reserves the right to remove or alter the previously new or enlarged bed at the current owner's expense if the new owner declines the responsibility and the current owner does not do so prior to the sale.
- e) Approved landscaping on any of the steep hills behind individual units should reflect the need to stabilize the hillside and avoid erosion.

#### **Request Process**

The owner is encouraged to consult and work cooperatively with their immediate neighbors in any landscaping plans for shared common areas. The owner must submit a plan in writing to the Property Manager includes:

- a) What is to be planted (See the List of Invasive Plants below to ensure none are included in the plantings)
- b) Approval from the Landscaping Contractor that the bed will not interfere with mowing, and that water drainage patterns, swales, and irrigation system locations have been considered
- c) A statement from the owner that plans for all proposed changes have been discussed with immediate neighbors
- d) A to-scale planting sketch or photo (at least 8-1/2" x 11") which includes:
  - 1) adjacent common areas on both sides and rear,
  - 2) the location of fencing and existing landscaping, if any,
  - 3) the location and size of any proposed planting bed(s) or shrubs and relationship to condo,
  - 4) locations of existing shrubs and other plantings
  - 5) a photo of the area in its current state before any work is done, and
  - 6) a statement of understanding (See Form Below) that the maintenance and care of all new planting beds are the responsibility of the unit owner(s) or their successors, and that if new owners do not wish to accept responsibility for the beds, all plants will be removed and the area restored to the original state before completion of the unit sale.

### **Approval Process**

Upon receipt of the request from the owner:

- a) The Property Manager will forward it to the Sustainable Landscape Committee, who will review the request and make a recommendation to the Board for discussion at their next meeting.
- b) The Property Manager will let the owner know whether it has been approved or denied by the Board.

## **Notice to All Unit Buyers and Sellers**

### **Bear Hill Estates Senior Condominium Association**

Located at 20 Bridge Road, Florence, MA

The Bear Hill Landscaping Bed Policy ("Policy"), as included in the Association's Rules and Regulations, allows for unit owners to garden in the common area with Board approval and in compliance with the Bear Hill Bed Landscaping Policy (attached to this Notice).

Sellers must obtain a commitment from Buyers that they understand which garden areas are the responsibility of the unit owners and agree to continue to maintain them, or the Sellers will return those garden areas to their original state.

Garden details for each unit where Board-approved common area gardening has occurred are available from the Association Board and the Property Manager.

All Buyers and Sellers of units with Association Board-approved common area gardens must sign a copy of this Notice as evidence that they have knowledge of the Policy and they agree to comply with it. Noncompliance will result in the Association Board taking action to remove the garden and assessing the Seller for the cost.

Check one:

\_\_\_\_\_ Buyers and Sellers of unit # \_\_\_\_\_ agree that the Seller will remove the garden and return the area to its original state.

\_\_\_\_\_ Buyers and Sellers of unit # \_\_\_\_\_ agree that the Buyer shall assume responsibility as specified in the Bear Hill Landscaping Bed Policy for the garden.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

Date \_\_\_\_\_

Date \_\_\_\_\_



**PROHIBITED INVASIVE PLANTS**

[CURRENT AS OF 8/2020]

Autumn Olive ( <i>elaeagnus umbellata</i> )	Black Locust ( <i>robinia pseudoacacia</i> )	Bush Honeysuckle ( <i>lonicera xylosteum</i> )
Common Barberry ( <i>berberis vulgaris</i> )	Common Buckthorn ( <i>rhamnus cathartica</i> )	Common Reed ( <i>phragmites australis</i> )
Dames Rocket ( <i>hesperis matronalis</i> )	Garlic Mustard ( <i>hillsaria petiolata</i> )	Glossy Blackthorn ( <i>frangula alnus</i> )
Goutweed ( <i>aegopodium podagraria</i> )	Hardy Kiwi ( <i>actinidia arguta</i> )	Japanese Barberry ( <i>berberis thunbergii</i> )
Japanese Honeysuckle ( <i>lonicera japonica</i> )	Japanese Knotweed ( <i>polygonum cuspidatum</i> )	Japanese Stiltgrass ( <i>microstegium vimineum</i> )
Kudzu ( <i>pueraria montana</i> )	Mile-a-minute Vine ( <i>persicaria perfoliata</i> )	Multiflora Rose ( <i>rosa multiflora</i> )
Norway Maple ( <i>acer platanois</i> )	Oriental Bittersweet ( <i>celastus orbiculatus</i> )	Pepperweed ( <i>lepidium latifolium</i> )
Porcelain-berry ( <i>ampelopsis brevipedunculata</i> )	Princess-tree ( <i>paulowia tomentosa</i> )	Purple Loosestrife ( <i>lythrum salicaria</i> )
Swallow-wort ( <i>cynanchum louiseae</i> )	Sycamore Maple ( <i>acer platanoides</i> )	Tree-of-heaven ( <i>ailanthus altissima</i> )
Wild Chervil ( <i>anthriscus sylvestris</i> )	Wineberry ( <i>rubus phoenicolasius</i> )	Winged Euonymus ( <i>euonymus alatus</i> )
Yellow Iris ( <i>iris pseudacorus</i> )		

Source: [www.massaudubon.org/learn/nature-wildlife/invasive-plants](http://www.massaudubon.org/learn/nature-wildlife/invasive-plants)

## **GUIDELINES FOR UTILITY BOX SCREENINGS AND ELECTRIC/SOLAR METER AREAS**

### **UTILITY BOX AREA SCREENINGS**

#### **General Information**

Plantings on the sides and rear of the large utility box areas are considered part of the adjacent unit's original landscaping beds, and the same care and maintenance conditions apply.

#### **Background**

The power company requires unimpeded access to the National Grid electrical utility boxes and Comcast and Verizon towers, especially on the street side of the area as most National Grid utility boxes open from the front of the units. (Smaller Comcast and Verizon box covers are removed by lifting the whole cover off to expose the electronic equipment within.)

#### **Guidelines**

Plantings must be located and pruned such that utility company workers have easy access to the electrical towers and utility boxes. Most utility boxes open from the front and utility workers must have immediate and easy access to the utility area. No shrubs or rigid plants are permitted in front. Only low and soft or flexible plants that workers can easily walk on are appropriate. (Note: repair of irrigation system damage is the unit owner's responsibility.)

Unit Owners may request permission from the Board to have installed at their expense a screening fence on the street side of the utility area, meeting the following requirements.

- a) Style and color: sturdy construction, white or beige vinyl, picket.
- b) Size: no more than 3 feet high or 10 feet in length.
- c) Installation: Posts mounted in concrete; fence unit easily removable by power company workmen, to be reattached by unit owner.
- d) Vendor and Installer: local, established, reliable company acceptable to the Management Company and the Board. Ongoing care and maintenance of the fence is the responsibility of the unit owner.
- e) Fence plans should be coordinated with the landscape contractor.

#### **Request Process**

Submit to the Property Manager a request for fencing, including a sketch or photo of the area noting relationship and distances from utility structures, existing plantings, curbing, any changes in existing landscaping bed contour and additional plantings, and information relevant to (a) through (e) above.

*Removable electrical tower covers, such as faux stone, may be installed by owners without specific permission. Prominent or decorative colors are not permitted.*

#### **Approval Process**

Upon receipt of the request from the owner:

- a) The Property Manager will forward it to the Landscape Committee, who will review the request and make a recommendation to the Board for discussion at their next meeting.
- b) The Property Manager will let the owner know whether it has been approved or denied by the Board.

#### **ELECTRIC AND SOLAR HOUSE MOUNTED BOX REQUIREMENTS**

##### **Clearance Requirements for Outside Electrical and Solar Meters/Boxes**

The width of the clearance for unit-mounted electric/solar meters/boxes should be at least 30" measured from either side of the boxes. If the width of the boxes is greater than 30", the clearance must be the width of the boxes at a minimum. Per the City of Northampton, each of the electrical and solar meters/boxes mounted on the side of each unit should have a 4 foot clear space in front of it.

##### **From the Department of Building Inspections Letter dated October 7, 2022:**

*"Per Code NFPA 70. Electrical Code 110-26, all working space in these areas must be 3 feet. Code 230-85 Emergency Disconnects requires disconnects to be installed in a readily accessible outdoor location for first responder/fire fighter access. Code 690-12-C Solar requires a rapid shutdown that is readily accessible. National Grid Code 7-1-1 Access requires all metering equipment to have a **4 foot working space** and be readily accessible to company personnel at all times."*

## **GUIDELINES FOR DECORATIVE ITEMS IN COMMON AREAS**

### **General Information**

Board approval is needed for removable items such as bird houses, stepping stones, sculptures or benches which must be removed by and at the owners' expense before the sale of the unit, unless the new owners agree in writing to accept full responsibility for the items. No permanent items such as cement slabs, landscaping walls, or fish pools may be installed without Board approval. *Such items are not allowed in Conservation Areas.*

(Note: repair of irrigation system damage is the unit owner's responsibility.)

### **Decorative Items Request Process**

Unit Owners may request permission from the Board and, if necessary, the Conservation Commission to have installed at their expense decorative items as described above. The owner must submit a plan in writing to the Property Manager that includes:

- a) A description of the item including the type and size of the item
- b) A statement from the Landscaping Contractor that the item will not interfere with mowing when the item has the potential to do so
- c) A photo or sketch of the area where the item is to be placed with distances from planting beds, foundations, etc. clearly marked
- d) A photo of the current area in its current state for larger items such as benches or landscaping walls
- e) A statement of understanding that the maintenance and care of all decorative items are the responsibility of the unit owner(s) or their successors, and that if new owners do not wish to accept responsibility for the items then they will be removed and the affected area restored to its original state before completion of the unit sale.

### **Approval Process**

Upon receipt of the request from the owner:

- a) The Property Manager will forward it to the Sustainable Landscape Committee, who will review the request and make a recommendation to the Board for discussion at their next meeting.
- b) The Property Manager will let the owner know whether it has been approved or denied by the Board and the Conservation Committee if applicable.

## **GUIDELINES FOR PLANTING OR MAINTENANCE IN THE CONSERVATION AREA**

### **General Information**

*Homeowners may not plant in any conservation area without the approval of the Board and the Northampton Conservation Commission. Wooded areas must remain a "natural" setting, and accessible to all community residents. Trees in the undeveloped perimeter conservation area are not primarily the responsibility of the Association, but we do have the right under a Conservation Commission agreement to manage the area for safety and invasive plant control.*

Bear Hill Estates area is divided into the following conservation areas:

(See the attached exhibit below)

- The area between Mark Warner Drive and the Emergency Access Road zoned as Conservation Recreation and maintained by the Association as a "sledding hill"
- The area at the base of the sledding hill on the school side maintained by the City of Northampton as a town soccer field
- Two areas at either side of the base of the hill maintained by the Association as storm water drainage swales for the collection of water overflow and its absorption per the City of Northampton
- The area on the opposite side of Mark Warner Drive from the sledding hill from above the storm water drainage swale up to the VA fence
- The grassy and wooded areas on the school side of the Emergency Access Road from the school parking lot to the access road up to and into the woods behind units 16 through 19

### **Actions Allowed in Conservation Areas**

- Planting of new non-invasive, preferably native, trees, shrubs and flowers is permitted with the approval of the Board *and* the Conservation Commission.
- Limited dumping of compostable yard waste in the woods from unit owners' gardens is permitted as long as it's done in a way that does not attract pests, does not kill other plants, and is not unsightly to owners in the vicinity.
- Planting of flowers in a "pollinator field" on the sledding hill which is zoned as Conservation Recreation land is allowed as long as the field remains a "sledding hill". Thus, no trees or shrubs are allowed in the sledding area. Also, the sledding hill will be mowed to the ground prior to each sledding season. (MassAudubon.org and NativePlantTrust.org web sites are great sources for lists and descriptions of native plants. NativePlantTrust.org provides an excellent "Garden Plant Finder" interactive web page listing plants native to New England with their attributes.)
- Removal of invasive vines and plants by manual means. For larger areas a chemical plan may be desirable. In this case the unit owner should contact the Property Manager who will determine whether to proceed with the chemical treatment request.

### **Actions Not Allowed in Conservation Areas**

- Removal, pruning, or transplanting of non-invasive established or newly growing trees and vegetation without the approval of the Board *and* the Northampton Conservation Commission
- Chemical vegetation control except by specific Board and Conservation Commission permission.
- Conversion of wooded or natural area to lawns
- Any owner initiatives such as garden beds, water features, benches, pathways, clearings, rocks or other boundaries around plants or paths, patios, water features, garden benches, garden ornaments
- Fires, camping, or dumping of trash or rubbish

### **Request Process**

Unit Owner(s) should submit to the Property Manager a request for Board and Conservation Commission permission to make changes to the conservation area with a to-scale sketch or actual photograph (at least 8.5" x 11") which includes:

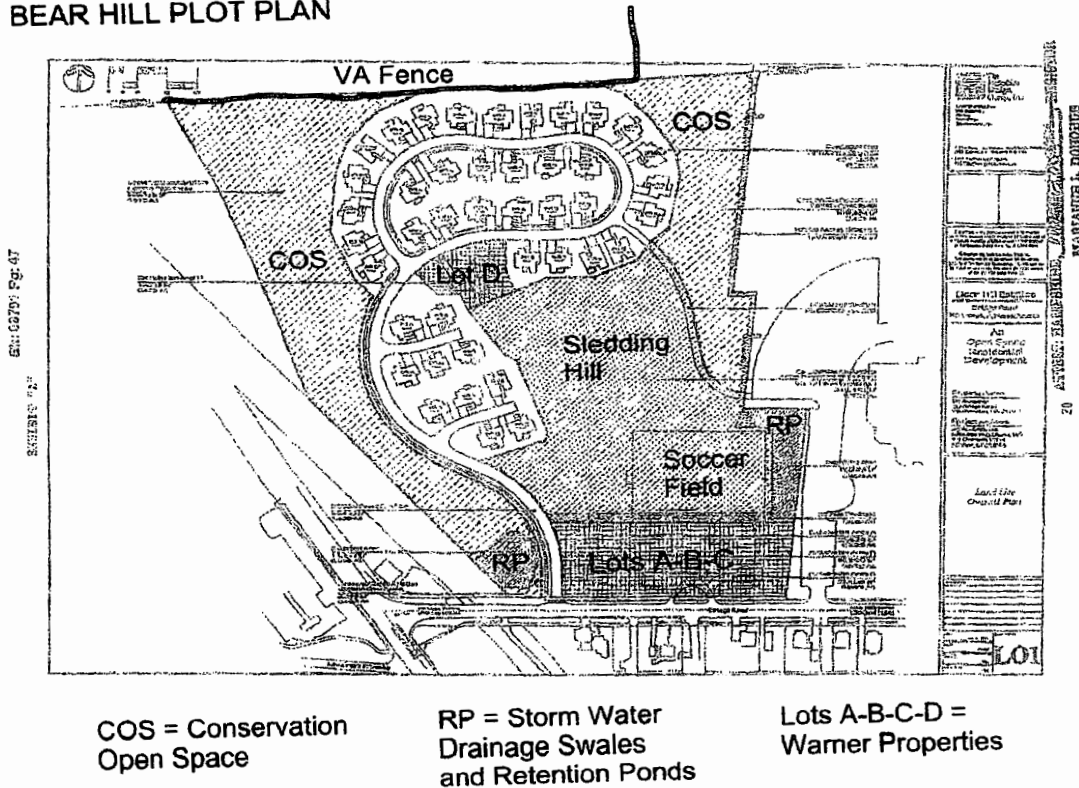
- a) The reason for the requested changes
- b) The exact location of and description of changes requested such as planting of trees or removal of invasive weeds (If the request is for the removal of invasive plants then describe the method of their removal such as manual pruning or the spraying of chemical herbicides)
- c) A description of the plants proposed for the conservation area including the species or common name and variety
- d) The immediate area where the changes are intended and its relationship to nearby non-conservation areas
- e) A statement that neighbors adjacent to the proposed location have reviewed the request and they do not have issues with the location or type of plant(s). In cases of disagreement the Board has the final say.
- f) An attached photo of the area in its current state before any work is done if using a sketch for listing the above items

### **Approval Process**

Upon receipt of the request from the owner:

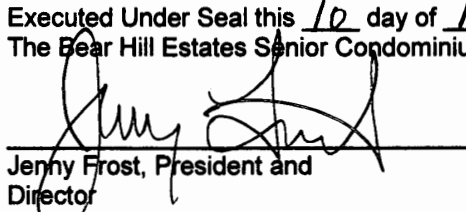
- a) The Property Manager will forward it to the Sustainable Landscape Committee, who will review the request and make a recommendation to the Board for discussion at their next meeting. The Association Board will forward the request to the Conservation Commission.
- b) The Property Manager will let the owner know whether it has been approved or denied by the Board and the Conservation Committee.

# BEAR HILL PLOT PLAN



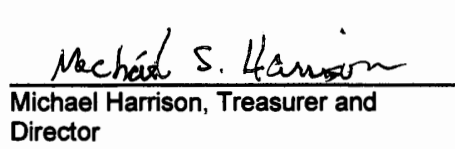
The undersigned being the Board of Directors of the Bear Hill Estates Senior Condominium hereby certify that after proper notice to all unit owners with an opportunity to be heard that the preceding Second Revised Rules and Regulations were unanimously approved by the Board on July 31, 2023.

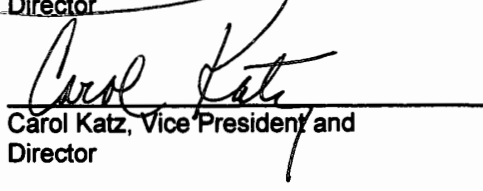
Executed Under Seal this 10 day of March, 2024 by the Board of Directors of The Bear Hill Estates Senior Condominium.

  
Jenny Frost, President and Director

  
Jeff Caplan, Vice President and Director

  
Michael Cutler Secretary and Director

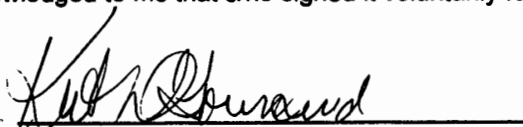
  
Michael Harrison, Treasurer and Director

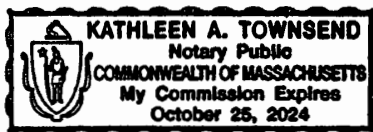
  
Carol Katz, Vice President and Director

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire

On this 10 day of March, 2024, before me, the undersigned notary public, personally appeared Jenny Frost, Jeff Caplan, Michael Cutler, Michael Harrison, and Carol Katz, as Directors of Bear Hill Estates Senior Condominium Association proved to me through satisfactory evidence of identification, that is that they are all personally known to me, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for the stated purpose.

  
Kathleen A. Townsend Notary Public



ATTEST:  HAMPSHIRE REGISTER  
MARY OLBERDING