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**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BEAR HILL ESTATES SENIOR CONDOMINIUM ASSOCIATION**

This Certificate of Vote and Resolution is entered into this 17 day of February, 2025, by the Board of Directors of the Bear Hill Estates Senior Condominium Association (the "Association").

WHEREAS, reference is made to the governing documents of the Bear Hill Estates Senior Condominium, established by Master Deed and Declaration of Condominium recorded with the Hampshire County Registry of Deeds at Book 8791, Page 66, as amended and restated; and,

WHEREAS, the By-Laws of the Association authorize the Board of Directors to adopt rules and regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Declaration and By-Laws after notice and comment; and

WHEREAS, the Board has provided notice and comment of the updated rules attached hereto and has voted to update the Condominium rules as set forth herein.

NOW THEREFORE, the Board, acting pursuant to the authorities contained in the Declaration and By-Laws, and every other power, does hereby amend the existing Rules and Regulations as follows:

The Condominium Rules and Regulations, as previously recorded, are hereby replaced with the new Condominium Rules and Regulations attached hereto as Exhibit A and incorporated herein by this reference.

[Signatures Appear on the Following Page]

20 Bridge Road,  
Northampton, MA

Executed under seal this 17 day of February, 2025, by the  
Board of Directors of the Bear Hill Estates Senior Condominium Association

Jenny Frost  
Print Name: Jenny Frost

Lisa L Minnick  
Print Name: LISA L MINNICK

Jeff Caplan  
Print Name: JEFF CAPLAN

Carol C Katz  
Print Name: CAROL C. KATZ

\_\_\_\_\_  
Print Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

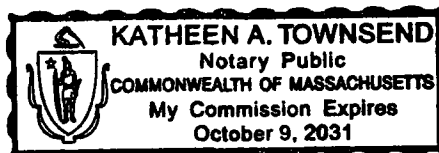
February 17, 2025

On this 17 day of February, 2025, before me, the undersigned  
notary public, personally appeared Jenny Frost,  
proved to me through satisfactory evidence of identification, which was  
she is personally known to me, to be a person whose name is  
signed on the preceding or attached document, and acknowledged to me that  
he/she signed it voluntarily for its stated purpose, as a duly authorized member of  
the Board of Directors of the Bear Hill Estates Senior Condominium Association.

Kathleen Townsend

Official Signature and Seal of Notary

My Commission Expires: 10/9/2031



## Exhibit A

## Bear Hill Estates Senior Condominium Association

## Revised Rules and Regulations

Revised by the Board on February 17, 2025

The following Rules and Regulations have been adopted by the Association Board of Directors (Board) of the Bear Hill Estates Senior Condominium Association in accordance with the Bear Hill Estates Senior Condominium Association Declaration and Bylaws (as amended and restated) - (the "Declaration,") 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.

The Rules and Regulations do not replace the Association's Bylaws which appear in the Declaration. In case of conflict between the Declaration or the Bylaws and the Rules and Regulations, the Declaration and/or the Bylaws prevail.

The Rules and Regulations apply to all unit owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests and shall be enforced by the Board.

In establishing and enforcing the Rules and Regulations, the Board shall make every effort to ensure that they support unit owners' right to the enjoyment of reasonable use of their property or privileges of unit ownership. Exception to all Rules may be requested in writing or by email to the Board who shall respond in writing or by email.

The Rules and Regulations may be repealed or amended at any time, after notice to owners and an opportunity for comment – pursuant to Declaration Art. II, sec. A(2)(k) and Art. IX, sec. A – by the Board when deemed in the best interest of the Association.

**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 and allows up to a 20% leeway of units with no Eligible Resident over 55 to enable a younger surviving spouse or domestic partner to remain in a unit or for 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 in any capacity that results in excessive traffic and/or on-road parking hindering safe passage on the condominium roadways.

1.6 The tasteful use of floral displays, plants, seasonal decorations and the like are permitted on doors and porches. The Association Board of Directors shall use its discretion to determine if such decoration is appropriate for Bear Hill Estates Senior Condominium and may require the removal of any decoration deemed inappropriate. No sign, awning, canopy, or 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 Board. (This rule shall not apply to the Warner units.)

1.7 Unit owners may install an antenna (including a satellite dish antenna) pursuant to the guidelines in Appendix C attached to these Rules and incorporated into this Rule 1.7.

1.8 Except for the Warner Units, any draperies, curtains and/or window dressings that are visible 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 not storage areas. Neatly arranged, usable furniture and well-tended plants may be kept there. Anyone operating a grill 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 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 written consent of the Board. (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 any part of the exterior portion of any Unit without the prior written consent of the Board as required by Declaration Art. V, sec. A(2). Storm doors, windows, handrails, solar panels, and deck awnings all require Board approval and must be compatible with similar installations previously approved by the Association Board. (This rule shall not apply to the Warner units.)

1.12 Outside lighting shall be in compliance with the Northampton Lighting Ordinance and with "Appendix A Outside Lighting" attached hereto and incorporated into this Rule. Permanent fixtures, installed with Board consent before Board approval of this Rule may remain in place as long as they do not create light trespass or glare as defined in the Northampton Ordinance. Any outside lighting creating light trespass or glare must be replaced to comply with the specifications noted in Appendix A within two (2) months of the Board approval of this Rule. A time extension may be requested to the Board for reasonable cause. All outside lighting must be shut off by 11 pm unless the lighting is in compliance with specifications in Appendix A.

1.13 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.

1.14 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. All exterior contractors shall be licensed and insured. Unit owners are responsible for assuring that their contractors' vehicles do not impede traffic or the driveways of other units.

## **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 unreasonably interferes with or limits the enjoyment of Common Areas by all others.

2.2 Trash must be deposited in the receptacles provided by the Association's trash vendor and the unit owner 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 unit owner or resident. Trash containers may be placed out the evening before the designated pick-up day after sunset (or earlier if being assisted by others) and if properly secured against scavenging animals and weather, especially wind. Unit owners must comply with the trash vendor's rules.

2.3 Nothing shall be altered or constructed in or removed from the common Areas and facilities, except upon the written consent of the Board; nor shall any portion of the Common Area be cultivated or decorated or furnished by any unit owner or resident in any manner without written consent of the Board.

2.4 Unit owners may 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 in the common area, including the conservation restricted area, require the written consent of the Board. (This rule shall not apply to Warner Units except as it relates to conservation area plantings.)

2.5 Unit owners shall not interfere with the common area work being undertaken by Association contractors. Any unit owner with concerns about the work of Association contractors must direct their comments to the Property Manager.

### **Section3: Parking/Motor Vehicles**

3.1 All vehicles must be operated at a safe speed, not to exceed 20 mph within the Association property, for the safety of pedestrians, pets, and other drivers given weather and road conditions.

3.2 All residents' 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 parking is on-street parking, and all parking on-street must comply with the Northampton Parking Ordinances and these Rules and Regulations. Association residents shall

not park their vehicles with car wheels resting on the berms and shall so advise any guests or vendors. Any berm damage from improper parking by a unit owner or his/her guest or vendor, shall be the responsibility of the unit owner, pursuant to Declaration Art. IV, sec. I.

3.4 Overnight parking of any resident's or unit visitor's boats, campers, trailers or other recreational or commercial vehicles on Association 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 and the Association's road servicing contractor.

#### **Section 4: Insurance**

4.1 No unit owner shall use their unit in such a fashion as to result in the cancellation or nonrenewal or a cost increase of insurance maintained by the Association, pursuant to Declaration Art. V, sec. C and Art. VI, sec. B(6).

4.2 The Association provides insurance only for common property and is not responsible for providing insurance for individual units and their contents.

4.3 Each unit owner shall carry liability and property insurance covering their unit for full replacement cost.

#### **Section 5: Pets**

5.1 All definitions, rules and regulations regarding pets which may be promulgated by the City of Northampton are in full force on the Association grounds. A complete copy is available online at the City of Northampton website.

5.2 Residents are limited to not more than two (2) household cats or two (2) dogs or one (1) cat and (1) dog, per unit. Other small animals (such as hamsters, birds, fish, etc.) may be kept as household pets. The Board may require permanent removal of any pet constituting "public nuisance/vicious animal" under the Northampton City Ordinances.

5.3 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.

5.4 All cats and dogs must be on a leash or carried when in the Association common area and the pet's owner shall be responsible for cleaning up after it. Pet owners shall make all reasonable efforts to respect the common areas in proximity to other's homes when walking their pets. The Board 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 6: Leasing of Units**

6.1 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 property manager's office.

Notwithstanding anything to the contrary contained herein, a unit will not be considered rented if it is leased to a parent, spouse, domestic partner, grandparent, son, daughter, uncle or aunt of a unit owner. At no time shall there be more than fourteen (14) rental units in the Association. (This rental limitation shall not limit the right of the owners of the Warner Units to rent such units.)

6.2 All leases and rental agreements shall be specifically subject to the requirements of the Master Deed, Declaration, Bylaws, and all Rules and Regulations.

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

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

6.5 Unit owners renting or leasing their Units must provide tenants with a copy of these Rules and Regulations. 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 property manager's office.



6.6 All leases shall include a provision that the Tenants will pay rent directly to the Association if the Association notifies Tenant in accordance with M.G.L. c. 183A that the unit owner has failed to pay common charges, special assessments, fines, or costs of collection, including attorney's fees.

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

6.8 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 without written Board approval.

## **Section 7      General**

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

7.2 To the extent that any maintenance, repairs or replacements are caused by the negligence, misuse or neglect of a unit owner or a unit owner's guest, the Association's expense of restoring same will be charged to the unit owner, pursuant to Declaration Art. IV, sec. I.

7.3 Any consent or approval required by these Rules and Regulations must be obtained in writing before a unit owner takes the action to which it refers. Board consent may be amended or revoked at any time at the option of the Board.

7.4 Disputes between the Board and unit owners or between two (2) or more unit owners regarding the Association are advised, but not required, to be submitted to mediation or other non-binding dispute resolution service as a prerequisite to commencement of a judicial proceeding.

7.5 No provision of the 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. If any provision of these Rules and Regulations is invalidated by a court or conflicts with statute, all other provisions shall remain valid and enforceable.

7.6 All new unit owners must complete a unit owner Registration Form and update the Board or the property manager with any changes. All owners must complete a HUD age verification form every two years.

### **Section 8: Violations/Fines/Late Charges/Enforcement**

8.1 The Board or its property manager may impose late charges of three percent (3%) of any outstanding monthly installment or special assessment fees, reasonable attorney's fees and costs and/or other

associated charges for the collection of outstanding condominium fees that are thirty (30) days overdue. Condominium common expense fees are due on the first day of each month for that month.

8.2 All costs and expenses, including attorney's fees, incurred by the Board in enforcing the Declaration, the Rules and Regulations, and the MA Condominium Act shall be assessed by the Board against the violator and/or the unit owner responsible for the violation.

8.3 All complaints of violations must be in writing, signed, and directed to the Property Manager. A resident alleging another resident's rules violation is encouraged to discuss the complaint with the other resident before reporting the complaint to the property manager.

8.4 All complaints must state the name of the alleged violator, the nature of the violation, the time and place of the violation, and any other relevant facts, including efforts to discuss the complaint with the neighbor.

8.5 Upon receipt of a complaint, the Board may request more information or may investigate further.

8.6 If a violation is found to exist, a warning letter shall be sent to the violator stating the date, time, and violation and the Board's request to remedy the cause of the violation.

8.7 If a violator does not come into compliance within 10 days, or as otherwise noted in the warning letter, the noncompliance will be considered a second offense.

8.8 A violation letter then shall be sent to the violator, explaining that a violation exists and that a fine may be imposed. If the violator wishes to contest the violation, the violator may request a hearing before the Board. The hearing request must be made in writing within 10 days of the date of the violation letter.

8.9 If any violation or fine is contested and a hearing is held, the Board decision shall state the facts found and if warranted, the fine to be imposed.

8.10 If no hearing is requested and the violation continues, the Board may determine next steps, including imposing a fine.

8.11 The fine structure will be as follows for like violations within a 1-year period:

a) A first offense may result in a warning letter.

b) A second violation may result in a fine of not more than \$50.

c) A subsequent offense may result in a fine of not more than \$50 for each offense and the Board may direct that legal action be taken. Each day that a violation continues may be considered a separate offense.

8.12 Any notice required by this section shall be deemed given when it is given in hand, left at the violator's unit, or mailed to the violator.

(Remainder of the page is intentionally left blank.)

**Appendix A  
Bear Hill Outside Lighting  
Guidelines for Unit Owners  
Incorporated into Rule 1.12**

1. This Appendix A, incorporated into Rule 1.12, is intended to address outside lighting of the units, including but not limited to:
  - a. Glare and light trespass
  - b. Safety, to provide lighting where necessary but not more than required for visibility
  - c. Energy efficiency, to reduce our energy demand and carbon footprint
  - d. Environmental impacts and curtailing the degradation of the night sky.
2. This Appendix A is in compliance with the Northampton Light Ordinance (Chapter 350, Section 350-12.1 and Section 350-12.2).
3. Glare is excessive brightness that causes visual discomfort typically caused when a light shines sideways above 60° from vertical. (See the Northampton Light Ordinance for a visual graphic of this measurement.)
4. Light trespass is light falling where it is not intended or needed and is measured by a light meter as illuminance of 0.1 or more footcandle measured horizontally or vertically ten (10) feet from the light source. Ten (10) feet is the legal minimum distance between units.
5. Exterior lighting includes unit lights on the front porch, garage, deck, and back or side door areas; motion detectors; solar or decorative lighting; and American flag lighting.
6. Front porch, garage, deck, and back or side door area lighting (not including motion detectors) shall comply with the following:
  - a. Lights shall be directed downward or shall be shielded with cutoffs so as not to shine above a 90° horizontal angle.
  - b. Bulb temperature shall be 3000°K or less.
  - c. Bulb brightness shall be 600 lumens or less.
7. Motion sensor lighting shall comply with the following specifications:
  - a. Bulb temperature shall be 3000°K or less.

- b. Bulb brightness shall be 600 lumens or less.
  - c. Light turns off five (5) minutes after movement ceases.
  - d. If there are multiple motion sensor lights, each must be triggered individually and not set to go on simultaneously.
8. Decorative string or solar lighting and garden and landscaping lighting must be off by 1 am.
9. American flag lighting for after dark must be downlit from the top of the pole and must be dimmed to 50% after 12 am.

Appendix B  
 Bear Hill Landscaping Bed Policy  
 Guidelines for Unit Owners  
 Incorporated into Rule 2.4

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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 written Board approval. See Details within this document.

Also, the common areas around each unit owner's unit should be maintained in a neat and tidy appearance. 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 written 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 in writing 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 unit owners or a group of unit owners may request permission to plant 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 written approval for the removal and/or planting of a tree or shrub in the mulched areas around their unit because of personal preference, all costs of planting and/or removal and future ongoing maintenance shall be the unit owner's responsibility.

If a unit owner seeks and is granted written approval for the removal and/or planting of a tree or shrub in the common grassed areas because of personal preference, all costs of planting and/or removal shall be met by the unit owner for the first year, including making arrangements for watering the new trees and/or shrubs until they are established. Then the new trees and shrubs become the Association's responsibility for ongoing maintenance after the first year.

If the Association removes and/or plants trees or shrubs in the common grassed areas or the mulched areas, the Association shall be responsible for all ongoing and future costs.

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

## Unit 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 according to 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 must be voluntarily funded by a unit owner or group of unit owners unless the Association itself determines the need for the replacement of an existing tree. In this case the Association will fund and maintain the tree or shrub as of the date of planting.

## Unit Owner Request Process

- a) Select tree(s) from the approved list of **Bear Hill Recommended Trees** (see chart below) or alternatives recommended by an arborist or certified landscape designer or gardener. Written Board approval of each tree is required. Native trees are preferred.
- b) Written Board approval of each shrub is required. **Unit 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 will determine 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 unit 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 unit owner:

- a) The Property Manager will forward it to the Sustainable Landscape Committee, which will review the request and make a recommendation to the Board for consideration at the Board's next meeting.
- b) The Property Manager will notify the unit owner whether the request has been approved or denied by the Board.

## **BEAR HILL RECOMMENDED TREES**

[By Bob Goss, Arborist (2021)]

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

**\* Means native species supporting local fauna.)**

<b>SMALL TREES (10-35 ft. tall)</b>	<b>MEDIUM TREES (35-50 ft. tall)</b>	<b>LARGE TREES (50+ ft. tall)</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 UNIT 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 beds usually appear in the front and side yards of the house. "New Beds" are any landscaping beds added by a unit owner outside of the Original Beds. "Enlarged Planting Beds" are any existing landscaping beds that the unit owner wishes to enlarge. Native plants are preferred but are not required.

Spring and fall cleanup of all planting beds is the responsibility of the Association and is overseen by the Association's landscaping contractor.

### **Original Beds**

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

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

Unit owners may care for some or all of their plants but the contractor continues to maintain the beds. Unit owners may 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 unit 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 unit owner 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 unit 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 bed requests must be submitted to the Board for its approval or denial.
- 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, including trees and shrubs.
- d) On the transfer of a property, the potential new unit owner may elect to assume responsibility in writing (see form below) for an enlarged or new bed. If the new unit owner declines responsibility for the enlarged planting areas, the departing unit owner is responsible for removing added plants and reseeding the bed area no later than seven days before the closing. If the potential new owner declines the responsibility for the enlarged beds and the departing unit owner fails to restore the area, the Association may restore the area and assess the departing unit owner for the cost. The restoration cost shall be an assessment against the unit.
- 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 unit owner is encouraged to consult and work cooperatively with their immediate neighbors in any landscaping plans for shared common areas. The unit 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 unit 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 unit 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 unit owner:

- a) The Property Manager will forward it to the Sustainable Landscape Committee, which will review the request and make a recommendation to the Board for consideration at the Board's next meeting.
- b) The Property Manager will notify the unit owner whether the request 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 written 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>elaegnus 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>hiliaria 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 platanoides</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**

Unit owners must 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 unit owners without specific Board permission. Prominent or decorative colors are not permitted.*

## **Approval Process**

Upon receipt of the request from the unit owner:

- a) The Property Manager will forward it to the Sustainable Landscape Committee, which will review the request and make a recommendation to the Board for consideration at the Board's next meeting.
- b) The Property Manager will notify the unit owner whether the request 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**

Written Board approval is needed for removable items such as bird houses, stepping stones, sculptures or benches which must be removed by and at the unit owners' expense before the sale of the unit, unless the new unit 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 written 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 to have installed at their expense decorative items as described above. Small decorative garden items in mulched beds do not require Board approval. The unit 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 Association's 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 unit owners do not wish to accept responsibility for the items then the items shall be removed by the departing unit owner and the affected area restored to its original state before completion of the unit sale.

### **Approval Process**

Upon receipt of the request from the unit owner:

- a) The Property Manager will forward it to the Sustainable Landscape Committee, which will review the request and make a recommendation to the Board for consideration at the Board's next meeting.
- b) The Property Manager will notify the unit owner whether the request has been approved or denied by the Board.

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

### **General Information**

Bear Hill Estates area is divided into the following Conservation Restriction areas:

(See the attached exhibit below)

- Conservation Restriction/Active Recreation Open Space
  - Consisting of the sledding hill and soccer field
- Conservation Restriction/Common Open Space
  - Consisting of open and forested areas along the east and west sides of the Bear Hill property

*Unit owners may not plant in any conservation area without the written approval of the Board. Wooded areas must remain a "natural" setting, and accessible to all community residents. Trees in the undeveloped perimeter conservation areas are the responsibility of the Association and are managed for safety and invasive plant control pursuant to the developer's Conservation and Easement Grant to the City of Northampton.*

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

- Planting of new non-invasive, preferably native, trees, shrubs and flowers is permitted with the written approval of the Board.
- Removal of invasive vines and plants by manual means is permitted with written approval of the Board. For larger areas where a chemical plan may be desirable, the Board will determine whether to proceed with the chemical treatment.
- Limited dumping of compostable yard waste in the woods from unit owners' gardens is permitted as long as it does not attract pests, does not kill other plants, and is not unsightly to unit owners in the vicinity.

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

- Removal, pruning, or transplanting of non-invasive established or newly growing trees and vegetation without the written approval of the Board
- Chemical vegetation control except by written Board permission
- Conversion of wooded or natural area to lawns
- Any unit 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 permission to make changes to the conservation area with a to-scale sketch or actual photograph (at least 8.5" x 11") which includes:

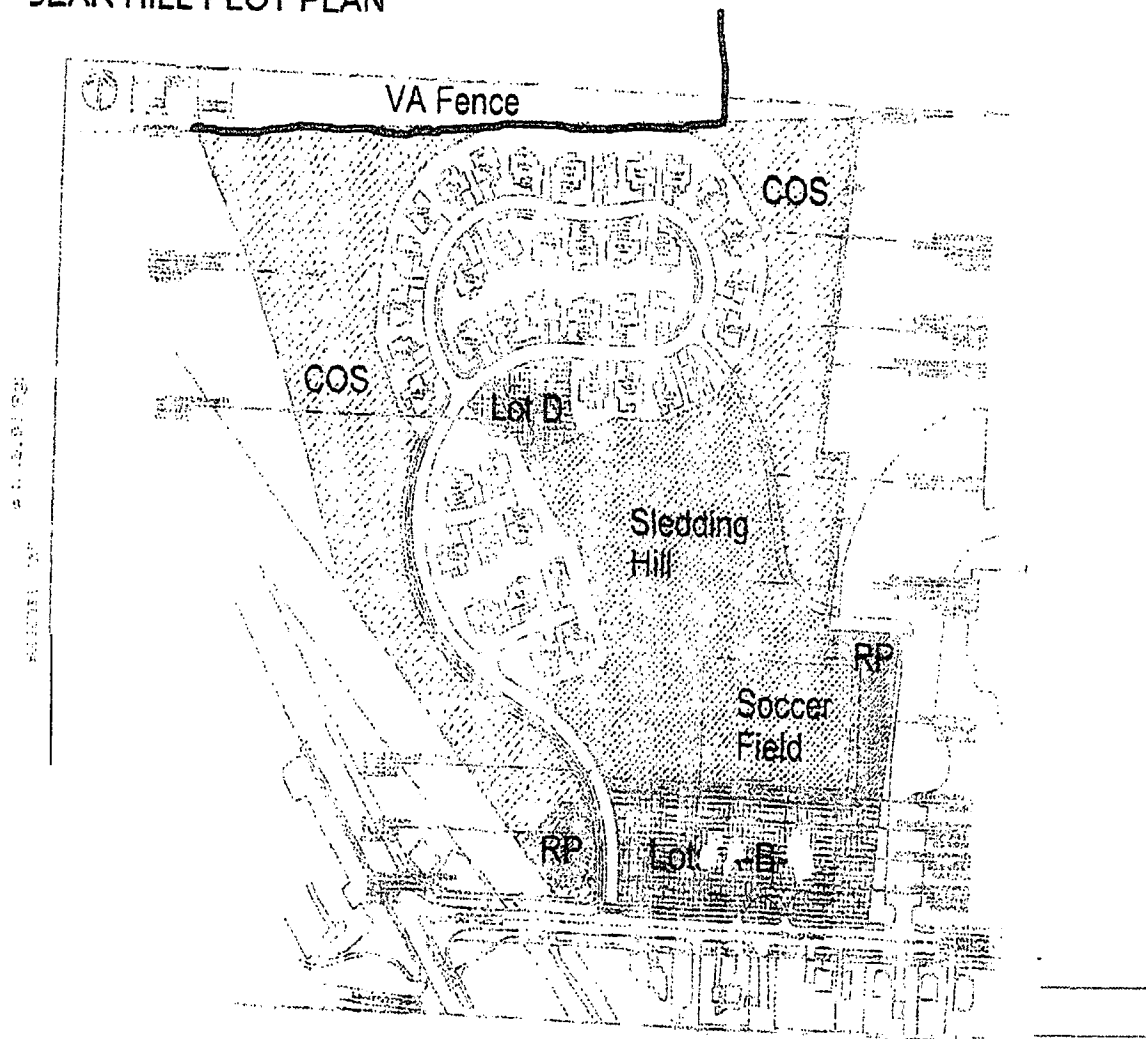
- a) The reason for the requested changes
- b) The exact location of and description of changes requested such as planting of trees or removal of invasive weeds (If the request is for the removal of invasive plants, then describe the method of their removal such as manual pruning or the spraying of chemical 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 unit owner:

- a) The Property Manager will forward it to the Sustainable Landscape Committee, which will review the request and make a recommendation to the Board for consideration at the Board's next meeting.
- b) The Property Manager will notify the unit owner whether the request has been approved or denied by the Board.

# BEAR HILL PLOT PLAN



COS = Conservation  
Open Space

RP = Retention Ponds  
and Storm Water  
Drainage Swales

Areas B & D =  
Warner Units

## Appendix C

### Bear Hill Antenna Policy

### Guidelines for Unit Owners

### Incorporated into Rule 1.7

#### 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. Permitted Areas on Which an Antenna May Be Installed. Permitted areas include decks, porches, balconies, patios, roofs, and the interior of the unit;
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 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 for an exception to the Board.
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.

**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.

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

**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.