

CITY VIEW CONDOMINIUMS TRUST

RULES AND REGULATIONS

Unless otherwise expressly provided herein, the definitions of terms set forth in the Master Deed of the City View Condominiums shall apply to these Rules and Regulations.

All residents must comply with the Rules and Regulations and Bylaws of the Condominium Trust. Any violations of the Rules and Regulations or Bylaws of the Association by a Unit Owner, Tenant or their guests will subject that Unit to fines as described in these Rules and Regulations subject to Section 4.

Section 1: Use of Units

- 1.1 Units are limited to occupancy as Single Family Residences. Residents must comply with all state and local health, safety and sanitary codes including the codes governing the maximum occupancy of the Unit.
- 1.2 No Unit shall be used for industry, business, trade or any other commercial occupation, whether or not for profit, nor shall any religious or educational services be conducted within a Unit.
- 1.3 Nothing shall be done in any Unit which will impair the structural integrity of any Building or which would structurally change any of the Buildings. No electrical device creating electrical overloading of standard circuits may be used without permission from the Trust and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.
- 1.4 The tasteful use of floral displays, plants and the like are permitted on doors and stoops. The Board of Trustees shall use its discretion to determine if such decoration is appropriate for the City View Condominiums and may request the removal of any decoration which is deemed inappropriate. However, no sign, awning, canopy, shutter or radio or television antenna 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 Trustees.
- 1.5 Any Unit Owner wishing to install a satellite dish must contact the Management Office to obtain a copy of the restrictions, regulations and procedures for the proper installation.
- 1.6 Draperies, curtains and/or appropriate window dressing must be installed by each Unit Owner or occupant on all windows of his or her Unit and must be maintained in good condition in said windows at all times.
- 1.7 No laundry of any kind or other articles shall be hung out of a Unit or exposed from any part of the Common Areas.
- 1.8 Stoops, 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, nor may laundry be hung there. Anyone operating a gas grill on a stoop,

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 stoop, decks/patios any items which, in the reasonable judgment of the Trustees, presents a hazard, nuisance or eyesore, including but not limited to excessive accumulation of snow. Floor covering of any kind may not be installed on stoop deck floors. No stoop 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 Board of Trustees.

- 1.9 Unit Owners shall not paint, stain or otherwise change the color or appearance of the exterior portion of any Building without the prior written consent of the Board of Trustees. Storm doors and windows must be compatible with those previously approved by the Board.
- 1.10 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 Board of Trustees or its designee reserves the right to enter any Unit to inspect for such conditions.
- 1.11 All construction/renovation work within a Unit shall be restricted to the hours of 8:00 am to 5:00 pm on weekdays and Saturdays. No construction shall take place on Sundays or Massachusetts' legal holidays.

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 Trustees, for any length of time.
- 2.3 Each Unit owner shall maintain his own trash container within his Unit and deposit such trash in common dumpster.
- 2.4 The disposal of furniture, appliances, mattresses or other large items is the responsibility of each individual Unit Owner or Tenant. The trash removal company will not pick up any of the above items. 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 All vehicles, whether or not motorized, must conform to standard traffic patterns when used in roadways or parking lots.
- 2.6 Nothing shall be altered or constructed in or removed from the Common Areas and facilities, except upon the written consent of the Trustees; 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.

- 2.7 Unit Owners are not permitted to plant flowers, vegetables, shrubs, etc., on common property without the written permission of the Board of Trustees. Any and all plantings are at the Unit Owner's sole risk and expense.
- 2.8 Washing vehicles is not allowed anywhere on City View Condominiums property.
- 2.9 Except for emergency repairs, there shall be no routine maintenance of motor vehicles nor will motor vehicles be disassembled, repaired, rebuilt, painted or constructed on the Property.

Section 3: Parking/Motor Vehicles

- 3.1 The speed limit for all vehicles within the condominium complex is 15 mph.
- 3.2 All vehicles parked on the property shall be lawfully registered and insured. Unregistered vehicles will be towed at the vehicle owner's expense. No inoperable vehicle may be brought onto the property.
- 3.3 Surface parking in the common areas must comply with the City of Northampton Parking Ordinances and the Rules and Regulations of the City View Condominiums Trust.
- 3.4 Parking of boats, campers, trailers or other recreational or commercial vehicles on City View Condominiums 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 Unit Owners who may be away from the complex for an extended period of time should notify the Management Office and should, also, leave a key to the automobile that will be left with a neighbor so that the vehicle can be moved, if necessary, in the event of an emergency, a snow storm or parking lot maintenance. The name of said neighbor should also be left with the Management Office.
- 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 servicing contractor.
- 3.7 The Board of Trustees may from time to time establish regulations or policies regarding parking on the City View Condominiums Property including the number of vehicles per Unit and/or guest parking allowable per Unit.

Section 4: Violations/Fines/Late Charges

- 4.1 A fine of not more than Twenty-five (\$25.00) Dollars 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.
- 4.2 Violations of the Rules and Regulations will result in a written warning from Management and/or Trustees. 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.

- 4.3 Any Unit Owner may request and receive a hearing before the Board of Trustees to appeal any rules violation charge brought against them.
- 4.4 Any Unit Owner may register a rules violation complaint to the Board of Trustees. Complaints should be in writing, should be addressed to the Management Office but need not be signed.
- 4.5 The Board of Trustees 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.

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 City View Condominiums. A complete copy is available upon request from the City Clerk's office.
- 6.2 Residents are limited to not more than two (2) dogs or two (2) household cats but in no event more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat. No exotic pets or rabbits are allowed at City View Condominiums. However, the Board of Trustees 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.
- 6.3 Owners of pets will be asked to fill out a Pet Registration Form and return same to the Management Office with a picture. All pets must have tags identifying their owners.
- 6.4 All pets are the sole responsibility of the Owner of the Unit in which such pet resides. Unit Owners are responsible for any pets owned by renters. The behavior of all pets belonging to visitors is the sole responsibility of the host/owner.
- 6.5 Pets shall not be permitted in Common Areas at any time unless carried or walked on a leash. Pets shall not be tied outside a Unit and left unattended for any length of time.
- 6.6 Pet owners are responsible for removing any fecal matter deposited by their pet. A "pooper scooper" and plastic bag are recommended for this purpose. Pet waste, including pet litter, should be bagged and disposed of in proper receptacles. Pet litter should never be disposed of through the plumbing system.

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.
- 7.2 All leases and rental agreements shall be specifically subject to the requirements of the Master Deed, the Trust and all Rules and Regulations.
- 7.3 No Units may be leased or rented for a period of less than thirty (30) days and an initial term of no less than six (6) months.
- 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 City View Condominiums. 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.

Section 8: General

- 8.1 Nothing which is a nuisance shall be done or kept at the City View Condominiums. No Unit or Common Area shall be used for any purpose, business or otherwise, which interferes with any resident's quiet enjoyment of the City View Condominiums 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 Trust.
- 8.4 Any complaint regarding the actions or another Unit Owner or resident must be made in writing and forwarded to the Management Office.
- 8.5 No provision of any of the City View Condominiums Trust 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.

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