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**ECHO HILL TOWNHOUSE CONDOMINIUM TRUST
EIGHTH AMENDMENT TO THE RULES AND REGULATIONS
ADOPTED UNDER ARTICLE VII, D, OF THE BYLAWS
7/2026**

The rules and regulations of the Echo Hill Townhouse Condominium including those set forth in Section II of the condominium documents and amendments thereto entitled "Echo Hill Townhouse Condominium Documents, Amherst, MA" are hereby deleted in their entirety and the following are hereby adopted in their place under Article VII, Section D:

1. Sale of Units:

- a. **Condominium Documents** - Before any unit may be sold or otherwise conveyed a copy of the Master Deed, Declaration of Trust and By-Laws, and the Condominium Rules and Regulations signed by the proposed buyer(s) or transferee(s) shall be provided to the Board and Management Company.
- b. **Reserve Contribution Fee** – A administrative/move-in fee of \$500 shall be paid with the first month's condo fee after a unit at Echo Hill Condominiums is sold and closed. This fee is a contribution to the already established reserve account that the buyer is inheriting at the time of the sale.

2. Rental of units:

- a. Before any unit can be rented, an application for approval of tenants under the provisions of Section 1, paragraph 8, page 9 of the Condominium Documents must be filed with the Management Company/Board on forms provided by the Management Company together with a copy of the then current Rules and Regulations signed by the proposed tenants.
 - THE FILING OF THESE FORMS IS THE RESPONSIBILITY OF THE UNIT OWNER AND MUST BE FILED WITH AND APPROVED BY THE MANAGEMENT COMPANY/BOARD TEN DAYS PRIOR TO THE BEGINNING OF THE LEASE DATE (unless ten days' notice is not possible).
 - ALL INFORMATION ON THESE FORMS MUST BE KEPT CURRENT WITH THE PROPERTY MANAGER/BOARD.
 - THESE FORMS MUST BE FILED **EACH** TIME A UNIT IS RENTED. A penalty of \$200.00 will be assessed against any unit owner not complying with this rule.
- b. All rentals must be registered with the Town of Amherst and all required fees and documentation must be provided in a timely manner.
 - All Town rules & regulations must be followed at all times.
- c. A rental move-in fee of \$200.00 must be paid to the Trust and forwarded to the Management Company/Board, with each rental, or tenancy of units.
 - If a unit is purchased and then immediately rented the buyer still owes the \$500 reserve contribution fee and a \$200 rental move-in fee.

3. **Occupancy:**

- a. Pursuant to the provisions of Section 1, Paragraph 8(a), Page 9 of the Master Deed, no more than two unrelated adults may occupy a two-bedroom unit. No more than three unrelated adults may occupy a three –bedroom unit.
- b. Unit owners are required to follow the Town of Amherst occupancy by-laws.

4. **Grounds:**

- a. Unit Owners, their families, guests, agents and tenants may not damage the common areas nor endanger themselves or other people. Costs arising from damage or endangerment are to be paid by the unit owner who is responsible. Unit owners are responsible for the actions of their family members, guests, agents or tenants.
- b. Fruits & vegetables are not allowed to be planted in common areas.
- c. Unit owners/renters are not allowed to plant in any common area without Board approval.
- d. Emergency Access Roads are private property to Echo Hill Condominiums, and are not intended or maintained for general public use. The primary purpose is for emergency vehicles, and the roads must be accessible to emergency vehicles at all times.
- e. Fire pits, chimineas, or anything with an open flame is not allowed in the common areas.
- f. Grills: No grills may be stored in carports at any time. All grills must be kept on the back concrete patios, or concrete decks and used at least 10 feet away from the building. Grills cannot have metal legs resting on top of the concrete deck membranes. Place pads under any metal that would/could touch the surface of the membrane.
- g. Patios – Unit owners are responsible for the upkeep of their patio areas inside the fences. If there is grass in a patio area and there is no gate, the Trust's landscape vendor will mow it. If there is a gate and the patio is fully enclosed, they will not mow the grass.
 - Owners are responsible for all weeding, stonework, removing volunteer trees, gardening, and any landscaping necessary, shoveling or snow removal if the owner would like this done,
- h. The Trust only maintains the concrete slab and dividing walls on the patios.
- i. Concrete decks – Owners are responsible for shoveling snow off their deck in a T formation to allow for proper drainage. A pass all along the wall of the unit where the patio door is must be kept clear of snow, so it does not leak into the living room, basement, or carport of the unit. A path must be kept clear of snow down the middle of the deck out to the parapet wall at the end of the deck to allow for proper drainage.
 - Owners must do this before the snow vendor completes their last pass through the property, so no snow is left on the driveway after the cleanup has been done.
 - Owners cannot change the look of the decks/patio without written permission from the Board. This means nothing can be hung, installed, or modified in any way without written permission from the Board.
 - Nothing that can damage the water proofing membrane can be placed on the deck surfaces including but not limited to metal legs or feet, carpets, patio furniture, excessive potted plants, metal edge shovels, etc.

- Place pads under any metal that would/could touch the surface of the membrane.
 - Residents are allowed to put 2-3 potted plants on the deck at any one time. More than that can cause damage to the deck membrane with excessive watering.
 - Objects that may fall, be knocked over or easily blown off decks are not allowed. Under no circumstances may any object be placed or displayed on the deck walls.
 - Nothing that looks cluttered, dangerous, unsightly or could damage the structure, shall be maintained or stored in the common area.
- j. All residents of Echo Hill Condos at no time are allowed to communicate directly with the association's vendors in a critical, questioning, threatening or abusive manner. Any concerns, questions, or criticisms regarding vendors or their work should ONLY be addressed with the Property Manager and never with the crew working on property. Reporting issues or concerns directly to the Property Manager allows for a proper investigation of and coordinated resolution to those concerns/questions with merit. Yelling, threatening, or abusive conduct directed towards any contractor or crew working on site is disrespectful and inappropriate, and could result in fines.

5. Tag Sales:

- a. No tag/garage sale shall be permitted or conducted on any part of the property or any unit.
- b. Estate Sales solely within a unit must receive written permission from the Board with a proper parking plan submitted and an agreed upon timeframe which the sale will run.

6. Garages/Carports:

- a. Garages/carports are to be used to park vehicles only.
- b. If your Garages/carports has a garage door on it, it was installed by a prior unit owner with permission from the Board. All units with garage doors are responsible for the maintenance, upkeep, and repair of said door. If the Board/Management finds that the garage door is in need of maintenance and the owner does not perform said maintenance within 60 days of receiving written notice the Board/Management can hire a vendor to do the work and bill back the unit owner for all time and money accrued during the process.
- c. If there is ever going to be work done by the Trust on a garage or carport and the garage door needs to be removed, it is the sole responsibility of the unit owner to have the door removed and reinstalled once the work is completed.
- d. Carports must be maintained in an orderly condition. Upholstered furniture, mattresses, other porous materials, or items that create offensive odors or health or safety issues, or anything flammable, etc. are prohibited from being stored in the carports. Any garage or carport that contains common area electrical equipment or panels must be kept in such condition as to permit appropriate access to such equipment.
- e. Any electric bikes, scooters or similar devices must have UL approved batteries, be maintained in good condition and stored in compliance with all applicable manufacturer recommendations and state safety regulations.

7. **Pets:**

- a. Each Unit Owner will be required, to the extent necessary, to provide the following for any permitted animal at the property: (a) vaccination certificates; (b) information regarding the breed of the animal, and, (c) a completed pet registration form (which form is available from the Condominium Trust). The Unit Owner shall comply with all local and/or state requirements regarding licensing and/or vaccination and shall deliver to the Board the information/documentation referenced in (a) and (c) above on a yearly basis. No pet shall be kept in or around the unit without a written application to the Trustees, and a signed consent form from the Trustees.
- b. No more than 1 dog per unit are allowed.
- c. 1 Cat is allowed as indoor pets only. No cats are permitted outdoors.
- d. The Board may seek the removal of an animal at any time after a **7-day** warning has been presented to the owner in the case where an animal has been a documented nuisance **or immediately if the animal poses a danger, harms or threatens any individual on the grounds**. If such warning is disregarded, consent will be revoked and the pet must be removed immediately.
- e. Owners are responsible for preventing their pets from becoming nuisances to other Unit Owners or to their tenants or guests, for keeping their dogs under leash control while on the grounds of the Common Areas, or for making excessive noise or damage on the property.
- f. Each Unit Owner keeping a pet or pets who violates any of the above conditions or permits any damage to or soiling of any of the Common Elements or permits any nuisance or unreasonable disturbance or noise shall: be assessed by the Managers for the cost of the repair of such damage or cleaning or elimination of such nuisance; and/or, be levied such fine as the Managers may reasonably determine and such legal fees and costs as the Managers may incur; and/or, be required by the Managers to permanently remove such pet from the Condominium upon five (5) days' written notice from the Managers.
- g. Units with animals must maintain insurance without exclusions that would respond if there was a bite. If a unit is rented both the unit owner and renter must maintain this insurance coverage. No poultry, livestock, horses, wild animals, feral animals, dangerous animals or exotic animals shall be allowed at the Condominium.
- h. No animals shall be allowed in the Common Area unless restrained by a leash, transport box or cage (as may be appropriate) or be left unattended in the Common Elements, nor shall any animal be tethered outside of the Unit. Unit Owners shall be responsible for promptly and thoroughly cleaning up any pet waste deposited on Common Elements and shall dispose of the same in an appropriate waste container.
- i. Each Unit Owner shall indemnify and hold harmless the Managers, the Condominium Trust and the other Unit Owners from any and all causes of action which may result from any damage or injury caused by any animal for which the Unit Owner is responsible. This indemnification shall include the obligation to defend any action brought against the Managers by any other unit owners and shall include the payment of any and all legal fees and the costs of defense in this matter including attorney's fees and any judgments received.

EXECUTED AND SEALED THIS 1 day of July 2026.

In witness whereof, the undersigned has executed this as a sealed instrument this 1 day of July 2026.

By: [Signature]
Ben Garvey

By: [Signature]
Robert Ricard

By: [Signature]
Nancy Jenal

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

July 14, 2026

On this 14 day of July 2026, before me the undersigned notary public, personally appeared **Ben Garvey, Robert Ricard and Nancy Jenal**, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Echo Hill Townhouse Condominium Trust.

[Signature]
Notary Public
My commission expires:

