

CONDOMINIUM TRUST

RULES AND REGULATIONS

The following Rules and Regulations are designed for the benefit of the community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living.

A. DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

- (1) "Residents" means and includes all Unit Owners, their assigns or lessees, and all persons residing in a unit as their domicile or legal residence. Residents will be held responsible for the acts of guests visiting their Unit.
- (2) "Unit Owners Handbook" denotes the collection of written policies and procedures, including but not limited to the Rules and Regulations, issued to the residents of the community.

B. RULES AND REGULATIONS

1. Permanent Use of Common Areas:

✓ The grounds of the Common Areas are for the use and enjoyment of all residents of the Condominium. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the Common Areas without prior written approval of the Trustees.

The specific procedure for obtaining Trustee approval for more than temporary use of the Common Areas is set forth separately in the Unit Owners Handbook.

2. Effect On Insurance:

No resident shall use his or her Unit in such a fashion as to result in the cancellation of insurance or as to result in the increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous

5. Laundry:

No resident shall hang laundry, rugs, drapes or the like from any Unit or any appurtenance of a Unit.

6. Mulch Bed Planting and Potted Flowers:

Residents may plant flowers in mulch beds situated in front of their Units. This rule is subject to the following conditions:

- (a) Only flowers may be planted;
- (b) No flowers are to be planted outside the mulch beds;
- (c) No rose bushes, trees or shrubs are allowed.

All flowers planted shall be removed at the end of the growing season or earlier, if the flowers have died. Maintenance of the flowers is the responsibility of the Resident. Residents also may plant flowers in containers for use on steps and patios subject to the same rules applicable to mulch bed planting.

The Trustees reserve the exclusive right to determine whether a particular planting, including a container planting, is of good taste and keeping within the character of the Condominium. Unsatisfactory plantings and/or containers shall be removed.

- (l) Condominium owners who lease/rent their Unit are liable for any violations of the pet rules and regulations by their tenants.
- (m) Condominium pet owners are not liable for damage caused by animals owned by non-condominium Residents, except guests.

8. Radios, Phonographs, Musical Instruments:

The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy the residents of neighboring Units.

9. Abuse of Physical Plant:

The Trustees may charge to any Resident any damage to the mechanical, electrical or other building service system of the Condominium caused by such Resident's misuse of the systems. This rule applies to any misuse caused by any Resident's agent, servant or employee.

10. No Offensive Activity:

No noxious or offensive activity shall be carried on in any Unit, or in any Common Areas or facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Residents or occupants. No Resident shall make or permit any disturbing noise by himself or herself or his or her family, servants, employees, agents, visitors, licensees or pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts or convenience of the other Residents.

11. Septic Systems:

No resident shall install a garbage disposal system which in any way connects with or affects the septic systems of the Condominium.

12. Parking Spaces:

The following restrictions and regulations shall apply to the use and occupancy of parking spaces of the Condominium:

- (a) The parking spaces may be used only for parking of private noncommercial automobiles or motorcycles and all such vehicles must be fully registered in accordance with applicable governmental statutes and regulations. No trucks, pickup trucks, vans, boats, trailers (whether capable of independent operation or attached to automobiles or other vehicles), unregistered vehicles, or and the like may be parked unless written consent of the Trustees of the Condominium is first obtained. Only one (1) vehicle is allowed in each parking space and "piggyback" parking is strictly prohibited.
- (b) The unassigned parking spaces which are part of the Common Areas of the Condominium shall be shared by all Residents and their guests on an unreserved basis. However, only one (1) unassigned space may be used at any one time by the Residents of a Unit. No vehicle shall be parked so as to block access to any roadway or parking area.
- (c) In instances where vehicles using the parking areas and facilities of the Condominium do not comply with the foregoing provisions, or in the case of unregistered vehicles, the Trustees are authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles.

13. Dumpsters:

Garbage and rubbish must be wrapped and put into, not onto, the dumpster. Areas in front of dumpsters are not to be obstructed at any time in any manner. Violation of this rule will require immediate removal of the rubbish at the Resident's expense. All cartons must be broken down and flattened before being placed in dumpster.

14. Recreational Vehicles:

Riding or parking of any pedal-powered or motorized vehicle, including automobiles, on the lawns or sidewalks of the Condominium is strictly prohibited.

15. Rentals/Off-site Unit Owners:

- (a) All off-site Unit Owners shall register with the condominium management company the names, addresses and phone numbers of tenants in each Unit owned by the Unit Owner within seven (7) days of commencement of the lease for said Units.
- (b) The Trustees reserve the right to screen prospective tenants and to require the use of a standard lease.
- (c) All off-site Unit Owners are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant(s).
- (d) Off-site Unit Owners shall protect the rights of Unit Owners who reside in units adjoining the rental property by enforcement of excessive noise and parking regulations contained in these Rules and Regulations.
- (e) The Trustees reserve the right to require separate damage deposits for rentals, to be held in escrow.

16. Collection of Overdue Common Area Fees:

The Trustees may impose a late charge of Ten Dollars (\$10.00) if any annual assessment, monthly installment, fine, or late charge, interest or legal fee (the "assessment") is not received by the fifteenth (15th) day of the month when due. If such assessment is not received within thirty (30) days when due, the Trustees may impose a late charge of not more than Twenty-five Dollars (\$25.00) per month until payment in full is received.

If the Resident is in default of the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, the Trustees shall give notice to the Unit Owner, and if the delinquent installment or assessment has not been theretofore paid, the then unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the Unit Owner or not less than ten (10) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

17. Violations:

Violation of any Rule or Regulation, or the breach of any provision of the Declaration of Trust, By-Laws, Master Deed or of the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against Unit Owners or Residents for such violations. No fine may be levied for more than Ten Dollars (\$10.00) for any one violation (except as to pets) but each day of a violation shall be considered a new violation. Collection of fines may be enforced against the Unit Owner or Residents involved as if the fine were Common Area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner or Resident, the Trustees shall have the power to require such Unit Owner or Resident to post a reasonable bond to secure adherence to said Rule and Regulation, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

18. Attorney's Fees and Costs:

Any Unit Owner or Resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws, Master Deed or Unit Deed, (as the same may be amended from time to time) or is responsible for any such violation, shall pay all costs and expenses incurred by the Trustees, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

19. Resident's Right to Hearing:

Any Resident aggrieved by a fine or penalty imposed by the Trustees shall have the right to a hearing before the Board of Trustees, provided, however, that said Resident requests a hearing in writing within ten (10) days of the Trustees' act or action which forms the basis of the Resident's grievance. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session, unless the Resident requests, in writing, that the hearing be open to all Residents.

20. Amendments of Rules and Regulations:

Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These Rules and Regulations may be amended from time to time as provided in the Declaration of Trust.

AMENDMENT TO COLD SPRING COMMON
CONDOMINIUM TRUST RULES AND REGULATIONS

The undersigned Trustees hereby amend paragraph 7 of the Cold Spring Condominium Rules and Regulations entitled "Pets" as follows:

7. Pets:

- (a) The Trustees may insist upon not keeping a pet which the Trustees, in their sole discretion, determine interferes with the rights of other Unit Owners.
- (b) All pets must be registered with the management office within thirty (30) days of Unit occupancy. There is a registration fee of \$20.00 per pet.
- (c) All dogs must be licensed by the Town of Belchertown.
- (d) No pet is allowed to destroy lawns or shrubbery beds.
- (e) All pets are to be walked on hand held leashes. Pets may not be confined to common areas by chains, anchors, ropes or the like.
- (f) Pets are not allowed to defecate on Condominium lawns, shrubs, shrub beds or pavement areas.
- (g) Upon receipt of a signed complaint, the management office representative within seven days send a written notice of a violation to the pet owner. Pet owners are entitled to review all written notices regarding their pet. The name of the complainant will not be disclosed.
- (h) Residents shall prevent their pets from becoming nuisances to adjoining residents, including but not limited to, noisy pets.
- (i) Any pet owner who violates the aforementioned Rules/Regulations is subject to specific action based upon the following criteria:
- (j) Specific Action
 - 1st, second offense - written warning
 - 3rd offense - \$50.00 fine
 - 4th offense - \$100.00 fine
 - 5th offense - \$150.00 fine and subject to pet removal

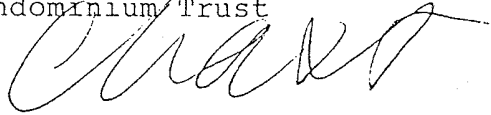
(All fines are payable to Cold Spring Common Condominium Trust)

If unit owner after reaching 24 consecutive months with no complaints or fines, may ask to have all previous complaints removed from the records. The Trustees have the sole right to deny or approve any such request.

- (k) Pet owners are responsible for any damage caused by their pet. charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the pet owner.
- (l) Condominium owners who lease/rent their Unit are liable for any violations of the pet rules and regulations by their tenants.
- (m) Condominium owners are not liable for damage caused by animals owned by non-condominium residents, except guests.

The above amendments are made pursuant to Section 5.10 of the Cold Spring Condominium Trust. The Trustees also certify that the majority of the Unit Owners consented to this Amendment at a meeting held on November 8, 1994.

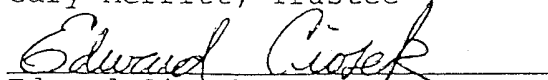
Trustees of Cold Spring
Condominium Trust



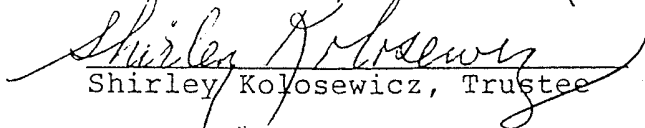
Christine A. Stearns, Trustee



Gary Merritt, Trustee



Edward Ciosek, Trustee



Shirley Kolosewicz, Trustee

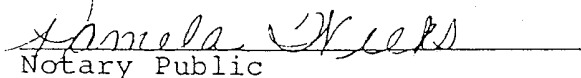
COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss

1-7

1995

Then personally appeared the above named Christine A. Stearns and acknowledged the foregoing to be her free act and deed, before me.


Notary Public

Commission Expires: July 24, 2001

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss

1995

Then personally appeared the above named Gary Merritt and acknowledged the foregoing to be his free act and deed, before me.

Pamela Weeks
Notary Public

Commission Expires: *Aug 24, 2001*

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss

Jan 21 1995

Then personally appeared the above named Edward Ciosek and acknowledged the foregoing to be his free act and deed, before me.

Diana Lynn Chamberlain
Notary Public

Commission Expires: *12-29-2000*

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss

JANUARY 30, 1995

Then personally appeared the above named Shirley Kolosewicz and acknowledged the foregoing to be her free act and deed, before me.

John J. Walker
Notary Public

Commission Expires ~~My Commission Expires~~
January 29, 1999