



2010 00009401

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BROOK HOLLOW CONDOMINIUM

SCHEDULE A

AMENDED RULES AND REGULATIONS

May 5, 2010

1. No use shall be made of the Common Elements except as permitted by the Trustees.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Trustees.

3. Nothing shall be done or kept in the Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna or other electronic communication equipment shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or at any window, without the prior consent of the Trustees, unless expressly permitted by the Master Deed.

4A. Any unit owner wishing to install an awning at the rear of his/her unit must request prior permission from the Trustees, submit detailed plans of the structure, including name/contact information of the installer and abide by the following requirements:

1. All awnings must be canvas and manufactured by a manufacturer approved by the Board.
2. No awning may extend beyond the perimeter of the rear concrete porch or patio
3. Awnings may be used 4/1 through 10/31. When not in use, awnings must be retracted.
4. Awnings must be installed by licensed, insured professionals with certificates of Insurance sent to the management office.
5. Unit owners takes all responsibility for maintenance of the awnings and any/all damage to the building including damaged siding.

4B. No gas or charcoal grills shall be operated within 10 feet of the building. Trustees shall Charge any Unit Owner who causes or permits damage caused by gas or charcoal grills the full cost of any repairs.

5. Unit Owners will not be allowed to put their names on the Buildings or the Common Elements except in the proper places designed by the Trustees.

6. No offensive activity shall be carried on in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

7. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of the Buildings or which would structurally change the Buildings without the prior written consent of the Trustees.

8. No articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials. Clotheslines are not permitted in the Common areas; Temporary drying racks may be used on the rear porches/patios and must be taken down when through.

9. Except in areas designated by the Trustees, and except for the exclusive parking rights, of the Unit Owners, there shall be no parking of motor vehicles on any part of the Common Elements.

10. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein, except as expressly permitted by the Master Deed. Any Unit Owner wishing to rent their unit must submit an Association rental packet to the management office. All rentals are also subject to Section 12.a of the Condominium Master Deed; no person under the age of 21 may reside in a unit for more than 3 months during a 12 month period and each unit must be occupied by at least one person 55 years of age or older. Any accepted tenant must be provided a set of these Rules and regulations and sign showing they have read and agree to abide by them.

11. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Trustees. Unit Owners wishing to change the front rock beds may submit a landscape plan to the Board. With prior permission of the Board, the front landscaped rock beds may be removed at a Unit Owner's expense and replanted with appropriate annual or perennials. Any beds thus altered shall be done and maintained at the Unit Owner's sole expense. Any beds thus changed must be adequately maintained by the Unit owner. If beds become overgrown or are not maintained, the Board may hire the Association's landscaper to tend to the bed and charge the resulting cost to the Unit Owner.

11A. Container gardens may be installed on the front porches and steps of the Unit. Containers may not encroach on the Common sidewalks or the lawn areas.

11B. Rear porches may be extended only with the prior permission of the Board with adherence to the following:

1. Rear porches may only be extended within the confines of the concrete pad including the access stairs. At no time may the patio/stairs intrude on the lawn area
2. Unit Owners must provide plans to the Board, obtain a building permit from the Town Of Belchertown, and use licensed, insured contractors. Certificates of insurance must be provided to management.
3. Only matching original materials may be used
4. All construction costs shall be borne by the unit owner and may not deviate from the submitted plans

12. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Trustees.

13. The agents of the Trustees or the managing agent, and any contractor or workman authorized by the Trustees or the managing agent, may enter any room or Unit in any Building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.

14. Nothing shall be hung from the windows. The foregoing shall not, however, interfere with the right of Unit Owners to select draperies and curtains for their Units as long as the color is uniform throughout the Condominium and approved by the Trustees and any window backing material is white.

14A. Garbage and refuse from the Units shall be disposed of in appropriate receptacles in such manner as the Trustees may direct. Recyclable materials shall be separated from normal household garbage and placed in the appropriate receptacle. Removal of large items are at the cost and responsibility of the Unit Owners and may not be left in the trash enclosure.

15. No repairing of automobiles or bicycles shall take place within the Condominium, without the prior written consent of the Trustees. All motor vehicles must be registered and fully operable.

16. If any key or keys are entrusted by a Unit Owner or occupant, or by his agent, servant, employee, licensee, lessee or visitor, to an employee of the Trustees, whether for such Unit or an automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly, resulting there from or connected therewith.

17. The Trustees, or its designated agent, shall retain a pass key to each Unit. The use of the Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the management, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.

18. Each Unit Owner assumes responsibility for his own safety and that of his family, members, guests, agents, servants, employees, licensees and lessees.

18A. The parking lots are not to be used as a playground by members of the Unit owners family or their guests. Bicycles and other wheeled toys are to be used in the garages only. No use of decorative chalk may be used in the front parking lot areas. Chalk may be used on the rear concrete patios but must be washed off at the end of each day. No snowmobiles, dirt-bikes, motorbikes, all-terrain vehicles or similar vehicles shall be allowed on any area of the Common property.

19. With the prior Consent of the Trustees, customary household pets may be kept in the Units of the Condominium by the Unit Owner and/or tenant during such time as the individual continues to be a resident of said Unit (permission is not transferable) No such pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or on a leash. After due notice and hearing, the Trustees may require any Unit Owner to dispose of any pet that has been annoying or harassing any Unit Owner or any other occupant. No dogs may be tied outside unsupervised. The limit of dogs approved per Unit is one (1) and must be under 20 lbs. . No more than two (2) indoor cats shall be permitted in any Unit.

21. Bicycles must be kept in the bicycle racks in the Condominium and nowhere else.

22. Any consent or approval given under the Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.

23. The Trustees may impose fines on Unit Owners for violations of these Rules and Regulations. Any unit owner, and/or tenant, guest or family member having been in violation of the above Rules and regulations shall be notified in writing to cease and desist or to correct the alleged violation within 7 days. If no response is received by the Trustees and/or management, within 7 days, a fine of \$50 per day shall be levied for as long as said violation (s) persists. Fines and costs must be paid upon receipt of notice; unpaid fines and costs shall constitute a lien against the Unit. The affected Unit owner on behalf of his tenants, guests, family members, licensees, employees, servants or agents shall pay all attorney fees incurred by the Condominium Trust in enforcement of the rules and regulations.

24. These Rules and Regulations may be amended from time to time as provided in the Trust.

May 5, 2010

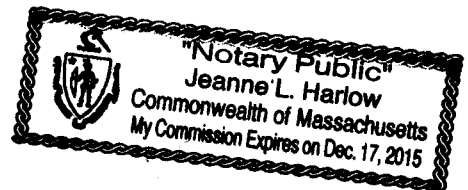
Patricia L. Combs
Theresa F. Pickunka
M. Patricia Flately

Hampshire, ss.

COMMONWEALTH OF MASSACHUSETTS

On this 5th day of May 2010, before me, the undersigned Notary Public, personally appeared Patricia Combs, Mary Flately, Theresa Pickunka proved to me through satisfactory evidence of identification which was personal knowledge, to be the person(s) whose names are signed on the preceding or attached document in my presence.

Notary Public: Jeanne L. Harlow
My commission expires: 12/17/15



ATTEST: HAMPSHIRE, Marianne L. Donohue REGISTER
MARIANNE L. DONOHUE