

The Commons of Deerfield Condominium
Rules and Regulations Exhibit C
Updated April, 2002; July 2009
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Each Unit Owner, invitee, employee, relative, guest, lessee, or otherwise, hereinafter referred to as occupant of this condominium property, will, in addition to the obligations and duties as set forth in the Master Deed Declaration of the Condominium, the By-Laws, or any amendments thereto, be governed by the following Rules and Regulations. Any deviation to these Rules and Regulations will be permitted only with the prior written approval of the Board of Directors.

The Commons of Deerfield is a residential community where residents (unit owners, their guests or tenants), may live in a peaceful and tranquil environment respecting the Rules and Regulations created to maintain this environment.

Section I - Use of Unit

1. No unit owner shall do, or permit to be done, anything in or about his or her unit which will interfere with the rights, comfort, or convenience of other unit owners, or be contrary to the master deed. It being the intent that the Commons of Deerfield be a residential community wherein all residents shall live in a peaceful and tranquil environment. The volume of television sets, radios, stereos, musical instruments and the like, shall at all times, be kept at a sound level which will not disturb the peaceful enjoyment of the property.
2. No industry or commercial activities shall be conducted, maintained, or permitted on any part of the condominium property. A unit owner cannot obtain a home occupancy or a DBA permit for the purpose of conducting business from their home.
3. If a unit owner wishes to rent his/her unit, the unit owner must first register his/her intent to do so with the Board of Directors. Rental of a unit for an initial period of less than six months and less than a period of 30 days thereafter is prohibited. Unit owners are required to provide to the Board of Directors or its management company with the name and phone number of persons renting or leasing their unit.
4. Decks and other outdoor living areas shall be kept in an orderly fashion. No fixtures, materials, or paraphernalia are to be stored on the decks or between the decks or areas between decks or around garages. Furthermore, no objects shall be hung from or placed on the decks, such that there would be any reasonable risk of the objects falling. Laundry, rugs, and drapes shall not be hung from the windows or decks. Clotheslines attached to any part of the building or deck area is prohibited. The use of portable drying racks on decks are permitted
5. No advertisement or notice shall be affixed to the mailbox units without the prior approval of the Board of Directors. If such approval is granted, the advertisement or notice must be removed within 7 days.
6. No unit owner shall keep in their unit or bring to the common areas any flammable, combustible, or explosive material, chemical, or substance, except such commercial products as are required in normal household use.
7. Nothing shall be done, altered, constructed on, or removed from any unit or from the common areas without the written consent of the Board of Directors/management company.
8. The Board of Directors, or its management company, may retain a pass key to the premises for use in emergency situations or with permission from the owner when access is needed (i.e. repairs) and the owner is

unavailable. No owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Board of Directors. If such consent is given, the owner shall provide the Board of Directors or its management company with an additional key pursuant to its right of access to the demised premises. Each unit owner is required to leave emergency telephone numbers with the Board of Trustees or its management company to facilitate access.

Section II - Use of Common Areas

1. Except when in use, there shall be no parking or storing of baby carriages or playpens, bicycles, wagons, toys, benches/chairs or recreational equipment, etc., on any part of the common areas. Nothing shall be stored on the common areas without the written consent of the Board of Directors. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials. Any articles approved by the Board of Directors for storage on the common areas must be stored such that they do not obstruct these areas. Such approval may be revoked at any time.
2. Nothing shall be altered, constructed on, or removed from the common areas without the written consent of the Board of Trustees. Nothing shall be hung, affixed, attached, or displayed on the outside walls, decks, roofs or doors of the building, and no awning, canopy, shutter, air conditioning units, radio, television or satellite dish shall be affixed to or placed upon the exterior walls or doors, or roof, or exposed on or at any window without the written consent of the Board of Directors. In addition, unit owners may not display "For Sale" or "For Rent" signs, or other signs, window displays (except holiday decorations which may be displayed up to 10 days following the holiday), or advertisements in any window, without the written consent of the Board of Directors or management company. No Christmas lawn decorations are permitted.
3. Sidewalks, entrances, and stairways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
4. Any use by the unit owners of the decks, parking areas, yards, and other common areas shall be done so as to preserve the appearance and character of the property without modification. Unit owners may not paint, stain, or otherwise change the color of any exterior portion of any building.
5. Outdoor grills or other cookers/ovens should be stored on decks, or in an area by deck or deck steps or deck/foundation planting areas off lawns so they do not interfere with lawn maintenance or mowing. To comply with South Deerfield fire code, when used, they must be placed a safe distance from building and away from doors/steps thereby preventing egress/entrance to the deck/unit as well as away from windows where smoke from the grill can enter the unit and set off fire alarms. Grills while in use must be constantly attended. Tanks cannot be stored in the unit, but may be stored in an unattached garage or shed. Newspaper is recommended for starting wood or charcoal grill fires or recommended commercial lighter products acceptable. Gasoline is not allowed.
6. Containers for outside storage may not be used without Board of Directors approval. Permission is obtained by submitting a request in writing with specifications and diagram. Storage is at the sole risk of the person storing the materials. Approval may be revoked at any time.
7. Any use by the unit owners of the decks, parking areas, yards, and other common areas shall be done so as to preserve the appearance and character of the property without modification. Unit owners shall not paint, stain, or otherwise change the color of any exterior portion of any building.
8. Common areas cannot be used for recreational purposes without getting approval from Board of Directors.

9. If there is any damage to or abuse of the common areas caused by a unit owner, their tenants, guest or occupants, the Board of Directors/management company will charge the unit owner the cost of repairs. The reasonable cost of the work to repair such damage shall constitute a lien upon such unit and the unit owner shall be personally liable.

10. The Board of Directors or its management company arranges for clearing snow from parking areas and walk ways. Unit owners and their licensees are requested to move their vehicles when the plows arrive so that all parking spaces can be cleared. Chronic failure to move a vehicle will result in a fine.

Section III - Conduct of Unit Owners

1. Whether in units or the common areas, unit owners, occupants, and guests are expected to refrain from activities which are offensive or annoying to other unit owners, occupants, and guests, and to comply with the Rules and Regulations set forth in the Master Deed and By-Laws of The Commons of Deerfield.

2. Unit owners shall be held responsible for the actions of their children, tenants, occupants, guests, and employees, who shall comply with the Rules and Regulations set forth in the Master Deed and By-Laws of The Commons of Deerfield. Unit owners are required to provide copies of the Rules and Regulations, and all amendments thereof, to their tenants.

3. The disposition of garbage and trash stored in garages is the responsibility of the unit occupant. It should be removed in a timely manner so as not to create a dangerous and/or unsanitary conditions or offensive odors. Garbage and trash may not be placed/stored in any common area.

4. Unit owners are responsible for the maintenance and care of the foundation plantings directly in front of, behind, or in some instances, besides their unit including, within reason, the ground/area adjacent to the privacy partition. When foundation plantings become overgrown over windows or too close to building, the Board of Directors or management company will notify the unit owner in writing of steps to be taken. If lack of compliance, a notice will be given that an independent contractor will be hired, at unit owner's expense, to clean up the area in question. Ground covering shall consist of materials such as peat moss, earth tone mulch, or topsoil. Plantings beyond the foundation areas are part of the common area and are the responsibility of the Board of Directors.

5. Replacement windows including skylights and doors (storm or deck) are the responsibility of the unit owners. Written request with specifications must be sent to Board of Directors for their approval.

6. Wood shall be stacked in rows of 2, crisscrossed for security purposes, at least 6 inches from the backside of the inside of a garage wall. Wood shall not be stored on around or under the deck of any unit

7. Unit owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the Town of South Deerfield, and shall indemnify and save the condominium Board of Directors and/or other unit owners harmless from all fines and penalties, costs, and prosecutions for the violation thereof or noncompliance therewith.

Section IV – Association – Owners Responsibilities

THE ASSOCIATION IS RESPONSIBLE for the maintenance, repair and replacement of all exterior of the buildings including trim, soffits, gable ends, gutters and down spouts, roofs, grounds maintenance including mowing of lawns, routine tree maintenance, snow removal, decks installed by the developer, roads, parking lots, walkway and septic systems and related equipment.

UNIT OWNERS ARE RESPONSIBLE for appliances and plumbing fixtures and the interior wall(s), ceiling and all floor surfaces, including any improvements made within the unit itself and floors, wall(s), or floor coverings, built-in fixtures, and personal items within a unit. A CONDOMINIUM UNIT OWNER IS RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENTS (AT HIS/HER EXPENSE) OF ANY AND ALL PORTIONS OF HIS/HER UNITS.

To clarify Association vs. Owner responsibilities, the following list helps as a guide. This list may not be complete and additional areas that need clarification will be added as the occasion arises.

ASSOCIATION HAS COMPLETE RESPONSIBILITY FOR:

- Exterior Siding
- Grounds and Maintenance
- Gutters and Downspouts
- Decks installed by the developer, as part of original construction of building.
- Roads and Parking Lots
- Roofs, Soffits, Gable Ends
- Walkways
- Septic Systems and related equipment

ASSOCIATION AND/OR OWNER RESPONSIBILITIES:

Air Conditioners

ASSOCIATION - Not responsible

OWNER - Responsible and may not install air conditioners with any hardware affixing it to the window/ building.

Appliance and Interior Fixtures,

ASSOCIATION – no responsibility including service lines outside of unit.

OWNER – Responsible

Basements

ASSOCIATION - Responsible for leaks caused by exterior sources (i.e. downspouts, gutters, etc.)

OWNER - Responsible for all other problems

Cable TV – Satellite Dish

ASSOCIATION - Not responsible

OWNER - Responsible

Doors and Frames - Front and Deck- Storms and Bulkheads

ASSOCIATION - Painting of exterior door.

OWNER: -Maintenance and replacement of doors.

Decks

ASSOCIATION - Maintenance and repair to decks installed by developer as part of the original construction of the building.

OWNER - If deck has been enlarged improved/enclosed, it is the responsibility of the owner with the approval of the Board of Directors.

Electric

ASSOCIATION - Not responsible

OWNER: All problems from meter in.

Electric Appliances

ASSOCIATION - Not responsible

OWNER - All electric, telephone and television cable lines at the point of entry to each unit.

Fire Alarms and Smoke Detectors

ASSOCIATION - Not responsible

OWNER - Responsible

Fireplaces and Boilers.

ASSOCIATION - Not responsible

OWNER - Responsible

Garbage Disposals

Prohibited.

Gas

ASSOCIATION - Not responsible

OWNERS- Responsible for all installations, maintenance and removal.

Furnace

ASSOCIATION - No responsibility.

OWNER - Full responsibility

Insects and Vermin

ASSOCIATION - Responsible for exterior control of Termites, Carpenter Ants, and hornet/bees.

OWNER - Responsible for any interior infestations including mice, cockroaches, ants (except Carpenter Ants), etc.

Lighting

ASSOCIATION - Responsible for post lights, building exterior lights, their repair and replacement.

OWNER -All interior lighting and bulb replacement on exterior lights.

Mailboxes

ASSOCIATION - no responsibility

OWNER - Responsible for lock and keys. Contact US Post Office, South Deerfield, 665-2587

Screens-Storms-Storm Doors

ASSOCIATION - No responsibility

OWNER - Replacement – The selection of doors and windows are subject to Board approval. Owner must, for approval, contact Board of Directors or Pat Taylor at Hampshire Properties pat@hpmgnoho.com or 413-582-9970 x 106

Septic Systems

ASSOCIATION - Responsible for repair, pumping and maintenance from the building out.

OWNER - Responsible for any clogs or repair within interior of building,

Smoke Alarms

ASSOCIATION - No responsibility.

OWNER - Complete responsibility. (Smoke alarms and carbon monoxide alarms should be inspected annually for any needed repairs and/or battery replacement.)

Stoves, Wood or gas burning

ASSOCIATION - Exterior only and cleaning of chimney and flu.

OWNER - Interior routine maintenance

Water

ASSOCIATION - No responsibility

OWNER -All problems contact South Deerfield Water District – 665-3540

Water Heaters

ASSOCIATION - No responsibility.

OWNER -Complete Responsibility

Window and Frames

ASSOCIATION - Caulking around the exterior of window frames.

OWNER - Maintenance and replacement of windows including skylights are the responsibility of the unit owners. Maintenance includes repair of leakage caused by condition of the window or the frame. Replacement of broken panes of glass or glass with broken seals. Exterior washing of glass windows. Before replacement, written request with specifications must be sent to Board of Directors for their approval. Contact for more information, Board of Directors or Pat Taylor at Hampshire Properties pat@hpmgnoho.com or 413-582-9970 x 106.

Section V - Insurance

1. Without the written consent of the Board of Directors, nothing will be done or kept in any unit or on the common areas which will increase the rates of insurance or jeopardize insurance on the building or which would be in violation of any law, ordinance, rule, or regulation of any public authority having jurisdiction. Should the use of any unit result in an increase in the insurance rates, such owner will be fully responsible for any additional premiums incurred.
2. The unit owners shall comply with the rules and regulations contained in any fire insurance policy upon the condominium building or the property contained therein. This includes, but is not limited to, the restriction of use of grills (charcoal, gas or wood) to comply with the town of South Deerfield's Fire Code.
3. Damage by fire or accident affecting the unit or common areas or the liability of the unit owners or the Commons of Deerfield Board of Directors is to be reported promptly to the Board of Directors or management company immediately following the occurrence of the damage.

Section VI- General

1. All monthly charges shall be payable to the Commons of Deerfield. All monthly charges are due on or before the twentieth day of the month. If payment is not received by the twentieth day, a fifteen (\$15) dollar late fee will be charged to the unit owner. Failure to pay late fees shall constitute a lien upon the unit and the unit owner shall be personally liable. The Commons of Deerfield accepts no responsibility for any payments made to unauthorized persons.
2. The management company is empowered by the Board of Directors to levy fines not exceeding twenty five (\$25) dollars per infraction for each infraction of these Rules, or infractions which continue over a number of days. Each occurrence and/or each day that an infraction continues shall give rise to a separate fine. The Board of Directors may delegate collection responsibility for fines to the management of the Commons of Deerfield.
 - A. After receiving written notification of a violation of the Rules and Regulations/By-Laws/Master Deed, the unit owner has seven days to correct the violations, after which the owner may be fined a sum of twenty five (\$25)

dollars per day until the violation is corrected. For everyone's safety, violations creating hazards must be corrected immediately. This applies to all violations, whether or not they involve additional expenses to the unit owner as specified in the Rules and Regulations/ByLaws/Master Deed. Failure to pay assessed fines shall constitute a lien upon the owner's unit and the unit owner shall be personally liable.

3. Occupants are responsible for immediately cleaning up any excrement and/or other "messes" made by their pets. Dogs must be kept leashed while in the common areas. No animal may be tied or leashed to a tree, stair railing or deck post.

The owner of a pet assumes full liability to all persons or property and to the Commons of Deerfield for all damage caused by their pet/s. The unit owner shall indemnify the Condominium Association and hold it harmless against any loss or liabilities of any kind, whatsoever, developing from or having any pet in a unit.

4. All vehicles must be duly registered at all times in compliance with local and state laws. No unregistered motor vehicles, recreational vehicles, trailers or boats, junk cars, or parts of vehicles shall be stored or allowed to stand on any part of the common areas or facilities, Unit owners may be required to provide the Board of Directors or its management company with their vehicle information.

A. No motor vehicles, including cars, trucks, motorcycles, mopeds, motorized bicycles, shall be operated on the walkways, lawns or fields which constitute the common areas and facilities. All motorized vehicles shall be used and operated, only on the designated roadway. and parking areas.

B. The parking areas shall not be used for any purpose other than to park "duly registered operable passenger automobiles and trucks, excluding specifically" commercial vehicles, recreational vehicles, trailers, or boats. Each unit owner shall be permitted to park a maximum of two (2) motor vehicles in the parking areas provided. No motor vehicle shall be parked in such manner as to impede or prevent ready access to any parking spaces. No maintenance or repairs of automobiles shall take place on any part of the property. There shall be no dismantling or overhauling of vehicles in the common areas of the condominium. To protect the landscaping, washing of cars is permitted only with biodegradable soap.

C. Operation of motor vehicles on the property shall be in a safe and courteous manner.

D. The Board of Directors reserves the right to remove any vehicle that is not marked in compliance with the then current Rules and Regulations and to assess the cost of such removal against the unit owner.

E. Snowmobiles, dirt bikes, and all terrain vehicles shall not be allowed on the common areas.

5. The Board of Trustees or its management company arranges for clearing snow and maintain such clearance from roads, paths, and parking areas only. Unit owners and their licensees will comply with the reasonable directions of the Board of Trustees or its management during snow removal. Residents must move their vehicles when the plows arrive so that all parking spaces can be cleared. Chronic failure to move a vehicle will result in a fine.

6. There may be times when the Board of Directors finds it necessary to change, modify, delete, or add to the existing Rules and Regulations. In the event that any of the aforementioned shall occur, the Board of Directors shall give prior written notification to the Unit Owners.

7. In the event that these Rules and Regulations should conflict with the current Master Deed and/or By-Laws of the Common of Deerfield, the Master Deed and/or By-Laws shall take precedence.