



Meadowland Condominium Association Rules and Regulations

Rules and Regulations promulgated by the Board of Managers of Meadowland Condominium Association concerning Units, Common Areas and Facilities. Said areas shall be subject to the provisions of the By-Laws of the Meadowland Condominium Association and to all rules and regulations with respect to the use and maintenance thereof.

I. Applicability

All present and future owners, mortgages, lessees and occupants of units, guests and any other persons who may use the Common Areas and Facilities in any manner are subject to the obligations and duties as set forth in the Master Deed Declaration of Condominium, the By-Laws and the Meadowland Condominium Association Rules and Regulations

II. Modifications

The architectural integrity of the buildings shall be preserved without modification unless prior written approval is obtained from the Board. Alterations, additions, improvements or changes may not be made by any unit owner affecting the exterior architectural design or appearance of the buildings without the prior written consent of the Board. The owner of a unit may not, at any time, make any change or modifications to the exterior of said unit, or any interior changes that would affect, or in any way modify, the structural or supportive characteristics of the building or its services.

1. An owner is allowed to request that a modification be made to the exterior or interior of a unit. The owner shall complete an application to request approval for any modification and file it with the Property Manager. Written plans and specifications for the modification must accompany the application. The Board shall review all requests at its next regularly scheduled meeting after receipt and shall respond in writing to the owner within two weeks.
2. Any modification shall be performed and completed strictly in accordance with the approved plan and specification for modification; it shall not result in the storage of materials, debris, equipment or tools on the grounds during its development; it shall not be a nuisance to the neighbors during its development; it shall not adversely affect the overall appeal and economic value of the unit or the Association's property in general; it shall not present any inordinate maintenance costs and/or responsibilities to the Association; it shall not pose any reasonable ecological damage or other hazard to people and wildlife; and it shall be completed within 60 days of the start date.

Return:
 Hampshire Property
 Management
 P.O. Box 686
 Northampton, MA 01061

266 Grove Street, Northampton, MA

3. If modification is approved, the Board of Managers reserves the right to have the work inspected during its progress and after completion, to ensure compliance with these governing documents and the guidelines for modification. Any cost associated with maintenance or restoration of a building or grounds as a consequence of non-compliance, shall be the responsibility of the owner involved.
4. An owner is responsible for any liability and/or cost that may result, from any damage that may occur, to any person and any property as a result of developing or having completed any modification to the adjoining yard areas and/or the interior and exterior of any building, porch and deck.
5. An owner shall be responsible for complying with all state and local laws and ordinances; including but not limited to obtaining the proper permits officially required to make any approved modifications. An owner that is unsure as to whether or not a permit is required is advised to contact the Property Manager for consultation.
6. An owner shall ensure that any hired contractor carry liability and property damage insurance.
7. An owner must comply, and ensure that any hired or volunteer help comply, with the terms set forth.
8. No addition to or change or replacement of any exterior light, doorknocker, or other exterior hardware shall be made.
9. No painting, attaching of decals or other decoration shall be done on any exterior part or surface of any unit. The provisions of this subparagraph shall not restrict the right of the owner to decorate the interior of their unit, as they may desire
10. No awning, screen, sign, banner or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or permanently attached to any such unit or any part thereof.

III. Common Areas

Those portions of the buildings not included within the boundaries of the units, all conduits, ducts, pipes, plumbing, sewer and drainage pipes, sewer disposal system located outside of the units, lawns, mulched beds, plants, shrubbery, landscaping, driveways, roads, parking spaces and walkways on the land, and the improvements thereon, including walls, retaining walls, railings, stairways and lighting features are common areas. The Board shall have the exclusive right to maintain, repair, replace, add to and alter these common areas. No unit owner shall do any of the foregoing without the prior written permission of the board.

1. The Association is responsible for maintaining the originally installed lawns and mulched bed areas around each unit. These originally installed areas include the lawns, and the mulched shrubbery beds in the front of each unit and around the decks. All other additions and alterations to the adjoining yard area around a unit are considered modifications. No unit owner shall make any modifications to his/her adjoining yard areas (e.g., adding trees, shrubs, lighting, mulch beds, etc.) without prior written approval from the Board of Managers. Maintenance, repair and replacement of plantings located in the common areas, not necessitated by negligence or misuse of the owner of a unit, shall be the responsibility of the Meadowland Condominium Association.
2. If the occupants of any unit cause damage to or destroy otherwise healthy plantings resulting in the need for the Board to repair or replace such plantings the unit owner shall be charged for the cost. The cost of such work shall constitute a lien upon such unit and the unit owner shall be personally liable in addition to his/her share of the common expense.
3. No objects of any kind are to be placed in the common areas, including lawns, driveways, walkways and mulched areas around common area trees.
4. The sidewalks, entrances, passages, stairways, must not be obstructed or encumbered.
5. All recreational and leisure equipment, sprinklers, tools, lawn and yard equipment, children's items, party material, etc. must be removed daily from the common areas.
6. Unit owners will be asked to remove all unauthorized objects from the common areas by the Property Manager. Maintenance crews under the direction of the Property Manager shall remove objects left in common areas. All costs associated with removal of such objects shall be the responsibility of the owner.
7. Items such as tools, building material, empty garden pots; bags of soil, trash, etc. must be removed from the adjoining yard areas. Hoses shall be coiled and neatly stored out of conspicuous sight at all times when not in use.
8. Approval from the Board of Managers is not necessary for the placement of unobtrusive landscape ornaments, annuals or perennials in existing mulch beds that adjoin a unit. Although ornamentation can enhance the beauty of a garden it should complement the plants and the theme of the garden. The key to successful ornamentation is to use elements that blend with the existing plants and not compete with what is there. While garden ornaments provide focal points, they should draw the eye to the natural beauty of the landscaping not overpower it.
9. Care must be taken to not obstruct safe passage when placing potted plants on stairways.

10. All such items shall appear well maintain or will be removed by maintenance crews under the direction of the Property Manager. All costs associated with removal of such objects and restoring the area to original condition shall be the responsibility of the owner.
11. Ornamental flags are not allowed anywhere on the property or displayed from the interior of any window or door of a unit so as to be visible from the exterior of any unit.
12. One small national flag per unit may be displayed in the mulched, adjoining yard areas of a unit.
13. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any occupant on any part of the outside or inside (visible from the outside), of the premises or any building.

IV. Unit Use and Consideration for Neighbors

No unit shall be used for any purpose other than as a residential dwelling.

1. No improper, offensive, or unlawful use shall be made of the units or any part thereof.
2. No occupant shall make or permit any disturbing noises in the building or on the property, nor do or permit anything to be done that would interfere with the rights, comforts, or other conveniences of other occupants.
3. No occupant shall play music or other sound emitting instrument in such occupant's unit between the hours of 10:00pm and 9:00am if the same shall disturb any other occupants.
4. All applicable laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof shall be strictly observed by all unit owners.

V. Decks

The deck to the rear of each unit (except the shrubbery) shall be maintained, repaired and replaced as necessary, by and at the sole and separate expense and risk of the owner of such unit.

1. All such maintenance and repairs shall be done and conducted in such a way as to retain the original design of the deck without change or modification.
2. Approval from the Board of Managers is not necessary for the placement of usual deck items such as unobtrusive ornaments and garden art, window

boxes, hanging and floor garden pots. Hanging garden pots shall not be permanently attached to the building. Approval from the Board is necessary for any wood or coal burning appliances. Unused garden equipment, pots and deck furniture shall be removed at season's end. Decks shall appear well maintained at all times.

3. If the owner of any unit shall fail or neglect to maintain the deck in a proper manner, the Board may do so and charge such unit owner for the cost. The cost of such work shall constitute a lien upon such unit and the unit owner shall be personally liable in addition to his/her share of the common expense.
4. The painting or staining of the deck shall be the responsibility of the Meadowland Condominium Association.

VI. Window Air Conditioners and Gas Grills

1. Window air conditioners shall be installed safely and without damage to the building, windows or siding. Installation shall not be unsightly from the exterior view or poorly executed. Air conditioners must be removed at the end of the cooling season.
2. Gas grills shall be stored on decks or paving stones by the side of the deck. For safety reasons, propane tanks shall never be stored in any interior areas of the dwelling per federal safety guidelines.

VII. Automobiles and Parking

Two parking spaces are exclusively allocated to each unit and shall be designated with the unit number. All automobiles shall be parked only in the area so designated for that purpose. Parking on the lawn area is prohibited.

1. Spaces are for the parking of the vehicles of occupants of the units and their guests.
2. The owner of a unit may lease or otherwise grant the right of use of a parking space to an owner or resident occupant of another unit in Meadowland Condominium, but not to any other person.
3. Additional parking spaces not exclusively assigned to unit owners shall be available for occasional use by all occupants of the units and their guests.
4. An occupant shall not perform any repair/restoration/maintenance work on any vehicles anywhere on the property. All costs associated with any damages to the buildings and grounds as a result of said work shall be the responsibility of the owner.

5. Every motor vehicle or trailer on Meadowland Condominium property shall be properly registered with the Commonwealth or other state and shall have its number plate displayed.

VIII. Pets

Dogs, cats and other pet animals or birds shall not be kept in any such unit in such number or of such type as to be noisome or offensive to occupants of other units.

1. They shall be leashed, or caged whenever they are on the Condominium premises outside the interior of any unit. They shall not be left leashed or caged and unattended outside of the unit.
2. All excrement shall be promptly removed and disposed of by the person in control of a dog.
3. All costs associated with repair/restoration of property damaged by animals shall be the responsibility of the unit owner.

IX. Garbage and Refuse

Garbage and refuse from the units shall be disposed of only at such times and in such manner as the Board of Managers may direct.

1. Building material shall not be disposed of in the dumpster provided by the Meadowland Condominium Association.
2. Unit occupants may dispose of recyclable material at the Northampton Recycling Center.

X. Fines And Liens

The Board shall have the power to levy reasonable per diem fines against the unit owners for violations of Rules and Regulations established to govern the conduct of the unit owners or occupants of his/her unit.


1. The amount shall be \$25.00 per day for each day that such a violation continues after the mailing by certified mail, return receipt requested, to the occupant(s) of such unit and unit owner at his/her last known address.
2. Uncollected fines may be recorded for a unit at the Hampshire County Registry of Deeds, thereby constituting a lien on the unit by the Association.
3. In the case of persistent violation of the By-Laws or Rules and Regulations by the unit owner or occupant, the Board shall have the power to require such unit owner to post a bond or cash deposit to secure adherence

- 4. To the extent permitted by law said Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of these Rules and Regulations.

These Rules and Regulations shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Meadowland Condominium By-Laws.

Said restrictions shall be for the benefit of the owners of all of the condominium units and shall be enforced solely by the Managers of Meadowland Condominium Association and insofar as permitted by law, be perpetual. To that end, said restrictions may be extended by said Managers at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

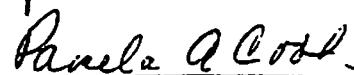
By: Board of Managers of Meadowland Condominium




 John Clark



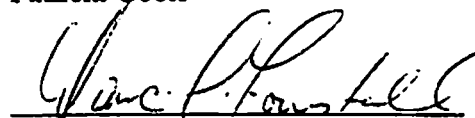
 Delores Meeks



 Pamela Cook



 Brenda Valle



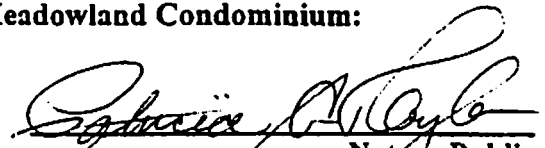
 Nanci L. Forrestall

Commonwealth of Massachusetts

Hampshire County

July 3, 2003

The above named John Clark, Pamela Cook, Nanci Forrestall, Delores Meeks and Brenda Valle personally appeared before me and acknowledged the foregoing instrument to be their free act and deed of Meadowland Condominium:



 Notary Public

My Commission Expires:

Patricia A. Taylor
 Notary Public
 My Commission Expires
 March 28, 2008

ATTEST: HAMPSHIRE,  REGISTER
 MARIANNE L. DONOHUE

**MEADOWLAND CONDOMINIUM
266 GROVE STREET
NORTHAMPTON, MA 01060**

Reference is hereby made to the Declaration of Trust, By-Laws, and Articles of Association creating the MEADOWLAND CONDOMINIUM ASSOCIATION dated July 20, 1990, and recorded with the Hampshire County Registry of Deeds at Book 3593, Page 0044, and thereafter amended (all hereinafter called the "DECLARATION"), which Declaration established the organization of Unit Owners at Meadowland Condominium pursuant to the provisions of Massachusetts General Laws, Chapter 183A, and the provisions of the Master Deed creating Meadowland Condominium, dated July 20, 1990 at Book 3593, Page 0119, recorded in said Registry of Deeds. Pursuant to the Article III, Section 15 (I) of the By-Laws, the Rules and Regulations of the Meadowland Condominium dated July 17, 2003 and recorded at Book 7326, page 306 are amended to replace Section VIII. Pets with:



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1. Only 2 pets may be kept in an owner-occupied unit at one time. Such pet shall not be noisy or otherwise offensive to occupants of other units, shall be suitably controlled and shall be pounded, leashed, or caged whenever it is on the condominium premises outside the interior of any unit. Unit owners holding their units for rent shall not permit their tenants to have a pet. This amendment to the Rules and Regulations shall grandfather all existing pets as of July 23, 2008.
2. Owners of pets must immediately remove all pet excrement from the common areas.
3. All pets must be registered with the Board of Trustees or its managing agent on an appropriate form provide by the Board of Trustees or its managing agent. The owner of a pet assumes full liability to all persons or property and the Condominium Association for all damage caused by such 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 or on the common areas.
4. The tying up of a pet to any part of the units, decks or common area by leash or chain to permit the pet to stay outside unattended is not permitted. No commercial breeding of any type of domestic or household pets shall be permitted. Upon a reasonable complaint by a Unit Owner, the Trustees or their managing agent shall write a warning letter to the offending unit owner. A second letter shall require a \$25.00 fine as provided in Article X, of the Rules and Regulations. A third letter may require removal of the pet.
5. Unit owners allowing a pet in their unit must provide the Board of Trustees, or its managing agent, with a copy of their homeowners' insurance policy having adequate liability coverage to cover any loss or liability resulting from their pet prior to the pet moving in. The owner must also submit proof of current vaccinations and city licensing upon registering the pet with the Meadowland Condominium Association and every time the license is renewed.

By: Board of Managers of Meadowland Condominium:

Brenda Valle
Brenda Valle:

Barbara Hyde
Barbara Hyde

Patricia Braman
Patricia Braman

Markella Pahnos
Markella Pahnos

Janet Koch
Janet Koch

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss
2008

July 25, 2008

On this 25th day of July, 2008 2008, before me, the undersigned notary public, personally appeared Brenda Valle, Barbara Hyde, Patricia Braman who proved to me through satisfactory evidence of identification, which is personal Janet knowledge, to be the person whose name is signed on the preceding or attached Koch and document in my presence. Markella Pahnos

[Signature]
Notary Public
My Commission expires:

3/12/2015

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