



2009 00020350

Bk: 9935Pg: 185 Page: 1 of 7

Recorded: 08/17/2009 01:02 PM

OLDE TOWNE COMMONS CONDOMINIUM

RULES AND REGULATIONS

AMENDMENT I

At a Board of Trustees meeting duly called and held on July 30, 2009, a motion was made and unanimously approved to formally adopt and file the Rules and regulations of Olde Towne Commons Condominium, having been in use since 2007 .

These rules and regulations may periodically be amended, modified or otherwise changed by the Trustees in accordance with the Declaration of Trust. A unit owner shall not be bound by such amendment, modification or change until such owner shall have unit owner and tenant.

EXECUTED

Under this seal 31 day of July 2009

TRUSTEES OF OLDE TOWNE COMMONS CONDOMINIUMS

Jeanne R. Lapan
Trustee and not Individually

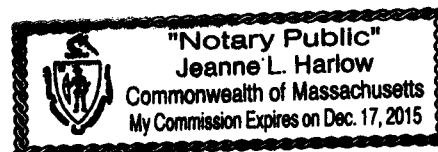
Lisa A. Barry
Trustee and not Individually

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

Then personally appeared the above named Lisa A. Barry and Jeanne R. Lapan, Trustees of Olde Towne Commons Condominium, whose identities are known to me through satisfactory evidence of identification, which is personal knowledge, to be the persons whose signatures are signed on the preceding or attached document in my presence and acknowledged the foregoing to be their free act and deed, as Trustees, before me.

Jeanne L. Harlow
Notary Public
My commission expires:



**OLDE TOWNE COMMONS ASSOCIATION
RULES AND REGULATIONS
2007**

The cooperation of all Olde Towne Commons Association (Association) members and tenants is essential to the overall quality of life and the preservation of investment values at Olde Towne Commons condominiums. To these ends, it is important that we identify, understand, accept and ensure each others' compliance with a common set of residential guidelines. The Board of Trustees, charged by the membership and in accordance with the governing provisions of the Declaration of Trust's by-laws, is responsible for the promulgation, interpretation, monitoring and enforcement of such guidelines. We therefore respectfully submit the following for your review and compliance.

GENERAL ADMINISTRATIVE

1. Owners shall review the rules and regulations of the Association with their prospective tenants and provide them with a copy before renting to them. Owners are ultimately responsible for their tenants' adherence to these rules and regulations. All residents shall comply with the rules and regulations specified herein and shall be responsible for ensuring that their visitors abide by these rules and regulations as well.
2. Each of the units shall be used only as a single family residence. No use shall be made of any unit except as a residence for the owner thereof or his/her permitted lessees and the members of their immediate families. Owners are ultimately responsible for any and all damages, violations, legal costs, etc., associated with their tenants. No unit shall be occupied by more than two unrelated persons. All use and maintenance of the units shall be in a manner consistent with the comfort and convenience of the residents of other units and in accordance with the rules and regulations of the Association. All use and maintenance by residents of decks, yards, parking spaces and other common areas and facilities shall be done so as to preserve the appearance and character of the same without modification. Nothing shall be altered, constructed in or removed from the common areas except upon prior written authorization of the Board of Trustees.
3. No unit shall be used or rented for transient, hotel or motel purposes. No industry, business, trade, occupation or profession of any kind – commercial, religious, educational or otherwise – designed for profit, altruism or otherwise, shall be conducted, maintained or permitted in or about any unit or common areas without the prior written authorization of the Board of Trustees.
4. No unit owner or tenant or any of her/his agents, servants, employees, licensees, guests or visitors shall at any time bring or keep in his/her unit any flammable, combustible or explosive fluid, material, chemicals or substance except such lighting and cleaning fluids as are customary for residential use. Without the prior written authorization of the Board of Trustees, nothing will be done or kept in any unit or in the

common areas that will increase the rates of insurance or jeopardize insurance or future insurance on the building or would be in violation of any law, ordinance, rule or regulation of any public authority having jurisdiction.

5. No illegal activities of any kind shall be allowed on the property. Local police authorities shall be notified of illegal activities observed on the premises.

BUILDINGS, WALKWAYS, DRIVEWAY AND COMMON AREAS

1. Each unit owner (and her/his tenant) shall be obligated to maintain and keep in good order and repair his/her unit in accordance with the provisions of the by-laws.

2. There shall be no obstruction of the common areas and facilities, nor shall anything be stored therein without the prior written authorization of the Board of Trustees.

3. Front walkways, decks and underneath decks shall not be used for the storage of personal effects. If possible, patio furniture shall be stored on the decks, not underneath them. Residents are responsible for keeping the underneath of their decks neat and free of clutter. No bikes, toys, junk, etc., shall be left under the decks.

4. Charcoal grills shall not be used on the wooden decks. Gas grills may be used on the decks.

5. No hanging of rugs, sheets, towels, blankets, etc., is allowed in front of windows or over decks at any time.

6. Permanent decorations affixed to or protruding from the exterior of the buildings are not permitted. No sign, awning, gate, projection, fence, alteration, decoration or feature of any kind is to be erected, placed or attached to the exterior of any unit, or any part thereof, without the prior written authorization of the Board of Trustees. Temporary and appropriate seasonal displays are allowed and encouraged.

7. No resident shall make or permit any noises that will disturb or annoy the residents of any other unit, or do or permit to be done anything that will interfere with the rights, comfort or convenience of other residents.

8. No electronic equipment shall be operated within the condominium or in any unit that will cause interference with radio or television reception by other residents.

9. Salt-based deicer is not allowed on concrete walkways. Such products damage the concrete, lawns and shrubs. Residents are responsible for using alternatives, which are readily available for purchase.

10. Residents shall ensure that their children or children of their visitors limit their chalk drawing to the pavement of their unit's two parking spaces.

LANDSCAPING

1. Residents may not take it upon themselves to alter the grounds and landscaping around their homes without prior written authorization from the Board of Trustees.
2. Residents may have the option to plant flowering bulbs in existing landscaped beds around their units or to plant ornamental gardens under their decks with prior written authorization from the Board of Trustees. Residents must maintain such plantings to be neat and attractive, and ensure that such plantings do not interfere with regular landscaping maintenance activities.
3. It is the responsibility of each resident to maintain her/his flower plantings and window boxes attractively.
4. To avoid damage to perennial plantings, residents shall not dump snow onto the shrubs when shoveling walkways.
5. Residents shall ensure that their children or children of their visitors do not climb in or on, swing from, or hang from trees or shrubs. Children should refrain from playing in planted areas.

VEHICLES AND PARKING

1. Registered motor vehicles of all types are restricted to the driveway and parking areas, except in cases where permission to traverse lawn areas has been given by the Board of Trustees.
2. Each unit is allowed only two vehicles and two parking places. Only registered passenger cars, vans and small trucks are allowed to park on Association property. Commercial and recreational vehicles and equipment are not allowed to be parked or stored on the property.
3. Unregistered and third vehicles are not permitted to be stored or parked long-term, i.e., more than three days, on Association property.
4. Residents shall ensure that their visitors do not interfere with the rights of other residents to the use of their parking spaces. Visitor parking is allowed only in the center of the parking lot or alongside the curbing at the front entry. Visitor parking is not allowed for more than three consecutive days without prior notice to the Board of Trustees. Residents and visitors who illegally park will be subject to having their cars towed off the property at their expense.

5. During winter months, all residents and their visitors must move their vehicles so that thorough snow removal is possible. Residents who are leaving the area during these months must make arrangements with others to move their vehicles for them. Extra snow removal charges for failure of residents and their visitors to move vehicles will be the responsibility of the resident and the owner.
6. The speed limit is 10 miles per hour within the Association's grounds.
7. No repair or maintenance of vehicles (other than vehicle washing) shall be done on the premises.
8. Owners shall be ultimately responsible for expensive repairs made to the asphalt as a result of their vehicles leaking oil or other staining fluids. Leaks must be repaired in a timely manner and spills cleaned up by the responsible resident with the proper solvents available for purchase.

PETS AND ANIMALS

1. Cats must be kept indoors at all times.
2. Under no circumstances shall dogs be permitted in any part of the common area unless on a leash. Residents and their guests shall not walk their dogs anywhere on Association property except around the wooded perimeter of the grounds or through the driveway while en route to the street. Residents must remember to inform their guests with dogs that dogs must be kept leashed at all times. Residents shall pick up dog droppings immediately.
3. Residents shall indemnify the Association and hold it harmless against any loss or liabilities of any kind arising from having any pet or animal in a unit. The animal's owner assumes full liability for any and all damages caused by it, or a visitor's animal, to all persons, property and the Association.
4. Trustees may prohibit the presence of any animal within the Association should said animal be determined to be a nuisance or destructive to property. No such action of the Trustees shall be taken without at least three days' written notice thereof to the resident responsible for said animal and an opportunity for the resident to be heard at a meeting of the Trustees.

TRASH DISPOSAL

1. Trash and garbage shall be bagged to prevent pests, odors and spilling when the trash container is tipped for emptying.

2. Large, inflexible objects shall not be placed in the trash container. Boxes must be flattened. Furniture and large appliances, as well as toxic materials, shall not be deposited in the trash container area; residents are responsible for making their own disposal arrangements for such items.
3. Trash and garbage shall not be left outside of the trash container or anywhere else on the property.
4. The gates of the trash area shall be secured after each use to prevent expensive damages that could result from the wind blowing the gates open and snapping them from their hinges. Residents are asked to secure the gates if they observe them opened and unattended.
5. Discarded Christmas trees will be picked up for disposal by the landscaping contractor. Residents will be notified of a designated date after the holiday and trees left outside the front doors will be picked up.

FEES, FINES AND PENALTIES

1. Condominium fees are due and payable the first of each month.
2. A notice of delinquency will be sent if the account has not been paid in full within 15 days.
3. In accordance with the Association's by-laws, the Massachusetts General Laws and the administrative requirements of mortgage lenders, at the end of 30 days, if the fees have not been paid, the treasurer will send out a second notice with a \$10.00 fine per month per unit, along with legal notice of default and lien attachment to the property. These fines will be cumulative until the account is paid in full. Owners shall be responsible for any and all fines, penalties, collection costs, attorneys' fees and legal costs necessary to address and rectify a default, including those associated with establishing a lien to the property and filing and resolving a lawsuit to force sale of the unit in order to satisfy the lien.
4. Owners shall ultimately be responsible for any and all costs associated with any repairs or restitution for damage or modifications done to any common areas or exteriors of the buildings and decks.
5. Owners shall ultimately be responsible for payment of fines and penalties determined by the Board of Trustees for non-compliance with any of the Association's rules and regulations. All costs associated with the collection of such fines and penalties shall also be the ultimate responsibility of the owner.

THESE RULES AND REGULATIONS MAY PERIODICALLY BE AMENDED, MODIFIED OR OTHERWISE CHANGED BY THE TRUSTEES IN ACCORDANCE WITH THE DECLARATION OF TRUST. A UNIT OWNER SHALL NOT BE BOUND BY SUCH AMENDMENT, MODIFICATION OR CHANGE UNTIL SUCH OWNER SHALL HAVE NOTICE THEREOF. NOTICE THEREOF, CONSPICUOUSLY POSTED, SHALL BE DEEMED NOTICE TO EACH UNIT OWNER AND TENANT.