



2005 00017006

Bk: 8330Pg: 330 Page: 1 of 5

Recorded: 07/05/2005 09:12 AM

YANKEE HILL CONDOMINIUM TRUST

RULES AND REGULATIONS ADOPTED UNDER ARTICLE VIII D OF THE DECLARATION OF TRUST AND BY-LAWS

The term "Unit Owner" shall be construed to include each and every Unit Owner of Yankee Hill Condominiums and their guests, occupants, invitees, licensees or lessees. In addition to the obligations and duties set forth in the Master Deed and Declaration of Trust and Condominium By-Laws, as amended from time to time, all Unit Owners as so defined shall be subject to the following administrative rules and regulations.

The rules and regulations of Yankee Hill Condominium, as set forth in a document entitled, "Yankee Hill Condominium Documents, Northampton, MA" (herein after called the Condominium Documents) are as follows:

- 1. Sale of Units:** Before any unit may be sold or otherwise conveyed the same shall be offered to the Trustees of Yankee Hill Condominium Trust, as set forth in the Master Deed, Paragraph 10, and in the Declaration of Trust, Article VII, Paragraph G of the Condominium Documents. A copy of these Rules and Regulations signed by the proposed buyer(s) or transferee(s) shall accompany said written offer in each case. The buyer(s) or transferee(s) shall be responsible for obtaining the Condominium Documents from the seller.
- 2. Rental of Units:** Before any unit can be rented, an application for approval of tenants under the provisions of the Master Deed, Paragraph 7 (A) of the Condominium Documents must be filed with the Management Company on forms provided by the Management Company together with a copy of the then current Rules and Regulations signed by the proposed tenants. There will be a penalty of \$100.00 assessed against any unit owner not complying with this Rule.
- 3. Move-in Fee:** During the annual meeting of unit owners which took place on 2/13/95, it was decided by a majority vote of unit owners that a \$100.00 move-in fee would be instituted, to become effective 3/1/95. This is a one time fee to be paid each time a new tenant or owner moves in only.
- 4. Maintenance Fees:** All monthly assessments for common expenses as set forth in the Declaration of Trust, Article IV, Paragraph 5 and Article VI, Paragraph 6, and Article VII, Paragraph B of the Condominium Documents shall be paid on the first day of each and every consecutive month. If any such monthly assessment shall not be paid within thirty (30) days of its due date, the unit owner(s) shall pay, in addition to the said monthly assessment, a late charge of \$10.00 for each month until payment thereof, plus interest at the rate of two (2) per cent per month upon each such monthly assessment and late charge.
- 5. No Obstruction of Common Areas:** No Unit Owner shall cause or permit to be caused, any obstruction of common areas and facilities except as the Trustees may in specific instances expressly permit in writing.
- 6. Effect on Insurance:** The Trustees and Management Company will provide insurance as set forth in the Declaration of Trust, Article VII, Paragraph E of the Condominium Documents. Unit Owners shall be responsible for providing fire and extended coverage insurance upon all personal property, fixtures, and other property within the interior boundaries of their units, respectively, and within and about all appurtenances thereto such as balconies. No Unit Owner shall use or permit use of his Unit in such a fashion as to result in the cancellation of Insurance maintained by the Trustees on the Condominium or in any such

manner as to result in the increase in the cost of such insurance

7. **Pets:** Subject to prior written approval of the Board of Trustees, pet ownership may be allowed for a Unit Owner or tenant during such time as the designated resident of said unit and their specifically approved pet occupy the unit (permission is non-transferable). Only owners of condominium units may request permission for pets. No animal shall be brought on the property of Yankee Hill without the prior written permission of the Trustees. Approval is at the sole discretion of the Board and may be revoked or denied at any time. Trustees may permit pet or animal ownership where it is shown to their satisfaction that the animal or pet (1) poses no significant danger to persons or common areas and (2) will not significantly interfere with any other Unit Owner's peaceful enjoyment of his property.

Unit Owners, as herein defined, shall at all times be responsible for controlling such pets or animals. The approval of any pet or animal by the Trustees is conditioned upon adherence to the following rules and regulations:

- a) All pets must be registered with the Board of Trustees;
- b) All pets must be maintained in a sanitary and humane fashion;
- c) Pet owners must abide by the licensing regulations of the City of Northampton and all pets must have current tags and all required vaccinations.
- d) All pet owners must control their pet to prevent danger or nuisance in the common areas, including excessive noise, noxious odors or waste material.
- e) Pets must be walked on a leash AND under direct voice control at all times.
- f) Dogs are to be walked on the outside perimeter of the grounds (wooded areas). No pet waste shall be permitted on the grounds of the Condominium, including but not limited to the walkways, lawns, or shrubs.
- g) No dogs are to be tied outside unsupervised at any time.
- h) No more than two (2) cats shall be permitted in any Unit. Cats shall be kept indoors and not allowed to stray.
- i) The total number of dogs at Yankee Hill shall not exceed 16 and approval shall be granted on a first-come basis. The limit of dogs per approved unit is one (1).

Upon written notice to any Unit Owner by the Board and/or Agent of any infraction of foregoing Rules and Regulations relating to pets and other animals, the Unit Owner shall have seven (7) days in which to correct the infraction or to remove the pet or animal from the Property, at the sole discretion of the Trustees and/or their Agent. The Trustees shall assess a fine of **\$50/day** for each infraction of said policy, for as long as the infraction persists or as long as the pet remains on the Condominium premises.

8. **Radios, phonographs, musical instruments:** No Unit Owner shall permit or cause any sound level to offend or disturb any other Unit Owner at any time. Quiet hours shall be observed from 11:00 p.m. to 7:00 a.m. No unit owner shall give vocal or instrumental instruction at any time.
9. **Abuse of Mechanical System and other Common Areas and Facilities:** No Unit Owner shall abuse, misuse or damage any mechanical, electrical or other building service system or any part of any common area or permit such abuse, misuse or damage. The Trustees shall charge to any Unit Owner who causes or permits such damage, the full cost of repairs of such damaged systems, common areas and facilities.
10. **No Offensive Noise or Activity:** No Unit Owner shall conduct or permit any noxious or offensive activity in any Unit or on the Common Areas; nor shall any Unit Owner conduct or permit any action, which, either willfully or negligently, may be or become a nuisance or an annoyance to any other Unit Owner as herein defined. Unit Owners shall observe the provisions of the Master Deed, Paragraph 7 (E) of the Condominium Documents and, more particularly, no unit

owner/tenant shall make or permit to be made any disturbing noises outside or in the unit or permit any action that reasonably would interfere with the rights, comforts or convenience of other Unit Owners.

11. **Decks and other Outdoor Common Areas:** Decks and other outdoor common areas shall be kept clean and orderly at all times. Rugs, laundry, drapes or any other objects shall not be hung from windowsills, windows or deck rails so that they would present an unreasonable risk or harm or injury to others or such that they are unsightly or cause a nuisance to other Unit Owners or common areas. Patio furniture shall be contained within each unit's limits. Plants that may cause any damage to the buildings, decks or common areas shall not be permitted.

No gas or charcoal grills shall be operated or stored within 10 feet of the building. Any violation of this rule will result in the Trustees charging a \$50 fine in accordance with Rule #15, Paragraph 1 of the Yankee Hill Rules and Regulations. Trustees shall charge any Unit Owner who causes or permits damage caused by gas or charcoal grills the full cost of repairs.

12. **Alterations or Modifications:** No Unit Owner shall do or permit anything to be done in any Unit or affecting any common areas which impairs the structural or architectural integrity of any Unit or common area without the express prior written permission of the Trustees. If, pursuant to the Master Deed, Paragraph 7(H) of the Condominium Documents, the Trustees shall permit an exterior modification or addition adjacent to a Unit or any appurtenances thereto such as screens, screen doors, or any other fixture or thing, the Unit Owner(s) shall agree as a condition for such approval, for himself, his heirs, executors, administrators and assigns (including subsequent owners of said unit) that he/they shall pay all costs of purchase, installation, maintenance and removal of such thing or fixture. If any such thing or fixture shall be in need of maintenance, upkeep or repair, the Trustees may notify the Unit Owner(s) of the work required whereupon the Unit Owner(s) shall have fifteen (15) days thereafter in which to comply with said notice by affecting said maintenance or repair. If Unit Owner(s) shall thereafter fail to provide such maintenance or repair, the Trustees shall have the right to do so and to be reimbursed by the Unit Owner(s) for such expense.
13. **Snowmobiles, Dirt Bikes and Similar Vehicles:** No snowmobiles, motorbikes, dirt bikes, all-terrain vehicles or similar vehicles including battery-operated ones shall be operated on or in the common areas and facilities of the Condominium. Unlicensed individuals may not drive motor vehicles on the driveways, parking lots, or lawns of the Condominium property.
14. **Safety:** Each Unit Owner assumes responsibility for his own safety, actions and conduct, and the safety, actions, and conduct of his guests, agents, servants, licensees, lessees and permitted household pets in or on the common areas and facilities of the Condominium.
15. **Refuse:** All garbage, refuse, waste and other items shall be securely and suitably wrapped and placed in appropriate receptacles as determined by the Trustees, and as provided therefore and in locations designated by the Trustees. The Trustees shall assess the charge of cleanup to any Unit Owner, as herein defined, found to be disposing of refuse inappropriately.
16. **Flammable materials:** No Unit Owner, as herein defined, any employee, agent or servant of such Unit Owner, may store any gasoline, kerosene or other flammable, combustible or explosive fluid, material, or chemical substance on or in any Unit or common area, including but not limited to areas designated as the Unit Owner's "exclusive right to use."
17. **Parking:** The Trustees may from time to time establish and enforce rules and regulations relating to parking, which shall be provided to the Unit Owners. The Trustees reserve the right to remove any vehicle that is not marked in compliance with the then current Condominium Rules and Regulations and to assess the cost

of such removal against the affected Unit Owner. The following constitute the parking regulations as of the date of recording of this amendment to Yankee Hill Condominium Rules and Regulations:

- a) No Unit Owner, as herein defined, his guests, agents, servants, employees, licensees, shall park his vehicle so to impede or prevent ready access to another available parking space.
- b) Unit Owners shall be issued no more than two parking stickers per unit.
- c) Unit Owners are responsible for informing guests of the applicable parking regulations.
- d) To avoid being towed and fined, all guests/visitors must park on the street. Unidentified vehicles in parking lots will be towed WITHOUT NOTICE AND AT THE VEHICLE OWNER'S EXPENSE. A fine of \$25 will be levied against any unit abusing this provision.
- e) All vehicles must be parked within the parking space lines.
- f) Speed limit on the property shall not exceed 5 mph.
- g) No vehicle may be repaired on the premises.
- h) All motor vehicles must be registered, inspected and OPERATIONAL at all times to be parked on the Condominium premises. No motor homes, recreational vehicles, trailers, boats, or junk cars shall be parked on the Condominium premises.
- i) All motor vehicles must be registered with the management office and must display a current, valid parking sticker. Such sticker shall be valid for the duration of ownership or lease of a Unit. A new parking sticker will be issued for any change in vehicles or loss of sticker for the cost of \$5.00.

- 18. Violations:** Upon violation of any of the foregoing Rules and Regulations, a written warning shall be served on the affected Unit Owner, as herein described. If no response is received by Trustees and/or management within 5 days, a notice of violation will be sent to the affected Unit Owner and shall include (a) date and time of violation; (b) location of violation; (c) a brief narrative describing the violation; (d) a time limit for compliance; (e) in the case of a first offense, a warning that continued violations will result in a fine, unless the violation HAS CAUSED DAMAGE TO THE COMMON AREAS OR COST TO THE ASSOCIATION, in which case the affected Unit Owner shall receive an invoice for repairs payable upon receipt.

If the violation is not corrected with the specified period of time, a fine of five dollars per day will be levied for as long as such violation persists.

Any damage or destruction of common property or costs incurred by the Condominium Trust resulting from any such violation will be billed to the Unit Owner, in addition to any applicable fine.

Fines and cost 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, licensees, employees, servants, agents or guests shall pay all attorney fees incurred by the Condominium Trust in enforcement of the Rules and Regulations.

Any Unit Owner who has been fined may request a review by the Trustees. Such request must be received in writing within two (2) weeks of the imposition of the fine. All such requests must state clearly and concisely why a review is required and shall include any documents, witnesses' statements, and other materials in support of the review request. Unless specifically requested, all fine reviews will

be conducted without a hearing on the materials submitted by the Unit Owner.

- 19. **Severability:** In the event any of the foregoing Rules and Regulations, or any portion thereof, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other Rules or Regulations or any portion of any Rule or Regulation which has not been held to be invalid, illegal or unenforceable.
- 20. **Right To Amend:** The Trustees reserve the right to amend, change, modify and/or rescind these Rules and Regulations at any time and to make such other and additional rules and regulations from time to time, as they in their sole discretion deem necessary and desirable.

REVISED 2/7/96

REVISED 3/2/98

REVISED 7/1/05

Please sign, cut off, and return to:

Eagle Crest Management
73 Main Street
Amherst, MA 01002

Yankee Hill Condominium Rules and Regulations

I / We, the undersigned owners / tenants in Unit _____, have read and understand the attached Yankee Hill Condominium Rules and Regulations, and agree to abide by the same during the term of our tenancy.

I / We have kept a copy of the Rules and Regulations for our reference.

Signature _____

Date _____

Signature _____

Signature _____

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