

**The Courtyard Condominium Trust**  
**Amendment of Rules and Regulations, Adopted**  
**Per Declaration of Trust By-Laws-V Section D**  
**Updated 9/1/2020**

**I. Use of Unit**

1. No unit owner or resident shall do (or permit to be done) anything in or about his or her unit that will interfere with the rights, comfort, or convenience of other residents; it being the intent that The Courtyard Condominium shall be a residential community where all residents shall live in a peaceful and tranquil environment.
2. No business, commercial, or professional activities shall be conducted on any part of the Condominium property except in accordance with Section XIII of the Master Deed; and no sign, notice or advertisement shall be displayed on or at any window or other visible part of the unit unless approved in writing by the Trustees.
3. Each unit owner or resident shall keep his or her unit and garage(s) in good state of repair and cleanliness, including keeping dryer ducts and booster fans clean of lint to minimize risk of fire. No storage will be permitted in any unit and garages in such a manner as to permit the spread or encouragement of fire and vermin.
4. No unit owner or resident shall keep in his or her unit or garage any inflammable, combustible, toxic or explosive material. No owner or resident shall cook with any gas or electric grills on any deck, balcony, terrace or inside garage. Unit owners and residents shall comply with the Town of Amherst and State of Massachusetts Fire Department Codes. Specifically, the Town of Amherst prohibits any cooking on gas or charcoal grills within 10 feet of buildings. Further, any such cooking devices shall not be stored on common property as such it would impede/obstruct maintenance of lawn, groundskeeping and access to common land for maintenance and repair.
5. No electrical devices or improper extension cords that may cause unusual electrical overloading may be used in any unit.
6. Owners and residents shall not permit anything to be hung, attached, or displayed on the outside of windows or placed on outside walls, roofs, or doors, including but not limited to bird feeders, awnings, canopies, flags, antennas, satellite dish, etc.
7. Nothing shall be done in any unit or on common property that will impair the structural integrity of buildings, impede water run off and drainage, or structurally change or damage any common property.
8. Garbage and refuse shall be disposed of per terms of designated trash removal/recycling contractor and or in such a manner as the Trustees may direct.
9. The Trustees, or their designated agent, may retain a pass key to the premises for use in emergency situations or for access to repair or maintain common elements. No owner shall alter any lock or install a new lock on any door of the premises without consent of the Board of Trustees. In the event such consent is given, the Owner shall provide the Trustees, or its agent, with updated keys pursuant to its right of access to the premises.
10. "No Smoking Amendment". The Courtyard Condominiums are a smoke free environment, including but not limited to cigarettes, cigars, medical marijuana, recreational marijuana, etc. Per majority vote at 2019 Owner Annual Meeting, a "No Smoking" motion was passed by majority vote and meets guidelines for the Courtyard Condominium Trust in excess of 67% beneficial interest yes votes by proxy or in person to amend the Master Deed.
11. The Courtyard Condominiums have instated a "30% Rental Limitation Cap Amendment". Current owners that rent may continue do so. Please be advised by Trustees or Courtyard agent of how any sale or change of ownership may stipulate terms and disclosures in listing of sale or transfer of ownership. Having met above requirements at 2019 Annual Meeting, this will be amended to Master Deed.

## **II. Use of Common Areas and Common Facilities of Condominium Trust**

1. No part of the common areas or common facilities shall be used other than purposes for which it was designed or designated.
2. Owners and residents shall not obstruct any common areas or facilities nor shall anything be stored in any of the common areas or facilities without written consent of the Trustees, except hereafter expressly provided. In the event that such approval is provided, storage shall be at sole risk of the person storing the materials.
3. Per no smoking amendment, smoking of any form or substance is prohibited in and around all common hallways, stairways and any part of exterior areas. Please note, this also includes porches and patios whether they be considered common areas or appurtenances.
4. As a result of past damages to the building foundations, plantings of any trees, perennials and/or annuals is prohibited on common property around any buildings without written request by owner and permission granted by Trustees. With written permission and per a site plan review by Trustees, garden beds are allowed beyond the outermost grass areas within Courtyard property lines. If permission is granted, such areas must be maintained in a weed free manner. Window boxes: Live and artificial flowers are allowed where applicable in common area window boxes. Owners are responsible for maintenance and care.
5. Nothing shall be hung from any windows, terraces, porches or balconies or placed on any windowsills, nor shall any rugs or mops be shaken from any windows, porches or balconies. No clothes, laundry, or any other kind of articles be hung out of any units or exposed to common property.
6. Other than chairs, benches and tables as of such number, nature, and such type as are actively used for residential purposes, no other goods, fixtures or paraphernalia, are to be affixed, placed or stored on decks, terraces, balconies, patios, yard areas, driveways and appurtenances except with approval of the Trustees.
7. The Condominium Trust shall charge to a unit owner any damage to the mechanical, electrical, or other building service systems, or any damage to the common elements used by such unit owner or by his or her family, tenants, employees or visitors by their willful or negligent use, misuses or abuse of those systems or elements. 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 thereafter.

## **III. Actions of the Unit Owners and Residents**

1. No noxious or offensive activities shall be carried on in any unit or in common areas, including the creation of noise, odor and vibration. No unit owner shall make disturbing noises by family, tenants, visitors or pets, nor do or permit anything that will interfere with the rights, comforts, or convenience of other residents. No resident shall play any musical instrument or operate any audio system (stereo, radio, TV, computer, or the like) in the premises at such high volume or in such manner that shall cause unreasonable disturbance to other residents.
2. Unit owners and residents shall comply with all applicable laws and regulations of the United States and Commonwealth of Massachusetts and all ordinances and rules and regulations of the Town of Amherst and shall indemnify and hold the Courtyard Trust or other unit owners harmless from all fines, penalties, costs and prosecutions and violations of those laws and ordinances.
3. Unit owners shall be held responsible for the actions of their children, tenants, guests and pets.

#### **IV. Insurance**

1. Nothing shall be done or kept that will increase the rate of insurance on any buildings or their contents. No unit owner or resident shall permit anything to be done or kept in his or her unit that would put at risk the cancelation of insurance on any buildings or their contents or that would be in violation of any applicable law.
2. Unit owners and residents shall comply with rules and regulations of the Town of Amherst and State of Massachusetts Fire Codes. No cooking on gas or charcoal grills are permitted within ten feet of buildings per the Town of Amherst Fire Department.
3. Damage by fire or accident affecting the unit, common areas or common facilities, or the liability of the unit owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.
4. The Courtyard Condominium Trust provides insurance only for common property and is not responsible for providing insurance for individual units and their contents, or relocation insurance for their tenants. Unit owners and tenants are advised to consult a qualified Insurance Agent of the owner's choosing for condominium insurance recommendations.

#### **V. Motor Vehicles**

1. The common parking areas and garages shall not be used by any residents for any purpose other than to park duly registered, operable, passenger vehicles excluding specifically trailers or boats and trucks and commercial vehicles per Master Deed Section XII-Purposes of Units (b). No trucks in excess of 1/2 ton capacity are allowed to be parked by residents.
2. No unregistered vehicles may be stored or parked on any common areas of the Condominium.
3. No vehicle shall be parked in such a manner as to impede or prevent ready access to another resident's garage or parking space.
4. Prior to any snow forecast predicting more than 1 inch, all residents shall move their vehicles into their garages or to one of the visitor parking spots in the rear lots to allow access of snow plows.
5. Vehicles may not be repaired or serviced, including but not limited to, oil or other fluid changes, tune ups, engine repairs, etc on common property or inside garages.
6. No vehicle shall be washed using common exterior water faucets.
7. Any rented unit must include designated garage deeded to unit owner.

#### **VI. Maintenance of Units**

1. Unit owners are responsible for maintenance and repair of their own heat pumps, furnaces, central air conditioners, heat exchangers, air handlers, fireplaces, chimneys, flues, hot water heaters, air filters in heat exchangers, dryer ducts, dryer vents, dryer booster fans, washing machine hoses, electrical systems, plumbing, storm doors, screen doors, window screens, windows, exterior doors and garage door mechanisms.
2. To avoid frozen and burst pipes and consequent water damage, all units shall be kept heated to at least 55 degrees Fahrenheit during cold seasons.

## **VII. Pets**

1. Residents are limited to the following pet or pets per Unit: One dog, one dog and one cat, or two cats. The weight of dogs should not exceed 30 pounds. Service dogs are excluded. The Board of Trustees may require permanent removal of any pet constituting "public nuisance/vicious animal" under Ordinances of the Town. Unit owners may at their discretion ban pets from any unit that may be rented to another person.
2. Breeds of dogs that insurance companies will not underwrite and, so are prohibited are: Rottweiler, Pit Bull and Wolf Dog.
3. The following breeds or mix thereof will need special approval from the Trustees and insurance companies and must meet weight limits. They include but are not limited to: Alaskan Malamute, German Shepard, Doberman Pincher, Akita, Chow, Bull Mastiff and Siberian Husky.
4. All pets are the sole responsibility of the owner of the Unit in which such cat or dog resides. Unit owners are responsible for any cats or dogs owned by renters.
5. Pet owners are responsible for immediate removal of any fecal matter deposited by their pets. Cat and dog waste, including cat litter, should be bagged and disposed of in proper receptacles within the owners unit or trash barrels. Improper disposal, or done in such a manner that causes odors or attracts flies and insects in garages, is prohibited.

## **VIII. Administration**

1. Any consent or approval given under these rules and regulations may be added to, amended or revoked at any time.
2. Any complaint regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the Trustees or their designated agent.
3. All monthly Homeowner Association Fees and any applicable assessments shall be paid to the Trustees designated agent by owner on or before the first day of each month. Note: As of 10/1/2020, owners are heretofore granted a 15 day hardship grace period for payment of fees and/or assessments. Any payments not "in hand" by designated agent after the 15th day of any month shall pay a late fee of \$25. Failure to pay late fees shall constitute a lien upon such unit and the unit owner shall be personally liable therefor.
4. Infractions of any rules or regulations may result in a warning letter, followed by \$25 fine for next occurrence and compounding by \$25 for each additional infraction.
5. These rules and regulations may from time to time be amended, modified, rescinded, or otherwise be changed by Trustees, and other rules and regulations may be adopted by the Trustees.
6. Unit owners who rent/lease units must submit an assent to rent form to the Trustees or their designated agent in advance of move-in date.