

Hatfield Village Condominium Rules and Regulations

Note to Prospective Owners: Please see #9 Access Keys and #17 Patio Garden Areas.

General Regulations and Common Areas

1. No Liability for Personal Property

All personal property of the unit owners or any other occupant of a unit or their families or guests, whether in the units, or in the common areas and facilities, or in the parking spaces, or elsewhere on the Condominium property, shall be kept therein at the sole risk and responsibility of the respective unit owner or occupant, and the Trustees shall have no responsibility therefore. Unit entry doors should be kept locked and secured at all times except when actually in use.

2. Speed Limits

Residents and guests must adhere to the 15 mph posted speed limits. Any violations of the limit, including that by a common carrier or similar entity, should be brought to the attention of the management company.

3. Parking

Parking time for operative vehicles such as campers or trailers that must be parked in driveways for packing/unpacking shall be limited to 24 hours. When parking on the street, 1) avoid parking opposite another vehicle on the road to allow emergency vehicles, garbage trucks and other large vehicles ample room to get by safely; 2) avoid placing tires on the grass as doing so may damage sprinkler heads close to the road.

4. No Obstruction of Common Areas

No one shall unreasonably obstruct any part of the common areas without prior consent of the Trustees.

5. No Articles in Common Areas

- No clothes, sheets, blankets, laundry or other articles shall be hung out of a unit or exposed on any part of the common areas.
- No baby carriages, toys, playpens, or bicycles shall be placed on any part of the common areas except when such articles are in actual use by a unit owner or occupant or his/her family or guests.

6. No Offensive Noises or Activity

No noxious or offensive activity shall be carried on in the common areas, nor shall anything be done therein either willfully or negligently that creates a substantial and unreasonable annoyance or nuisance that interferes with the enjoyment of a unit by the unit owner or its occupants. No unit owner or occupant shall do or permit anything to be done by his/her family, employees, agents, or visitors that will interfere with the rights, comforts, or conveniences of other unit owners or occupants.

7. Trash and Recyclables

All trash and recyclables must be placed in the proper receptacles designed for refuse collection. All receptacles, including those for pet waste, shall be kept in garages except for the evening before collection days and on collection days. Be mindful that bears and other wildlife may get into the receptacles if left out at the street the night before. Unit owners are responsible for cleaning up any mess that they may cause.

8. Pets

Up to two domestic pets, (cats and dogs) weighing not more than sixty pounds each, may be kept by the owner(s) of any unit. Pet owners shall be responsible for removing animal's droppings from all common areas and properly disposing of them in their own trash receptacle stored in their garage. Pet waste must not be allowed to accumulate in any common area.

Condominium Units

9. Access Keys

The Hatfield Village Declaration of Trust and ByLaws (09/21/2010), section XXII, states "no unit owner shall alter, change or install any locks without first providing the Trustees or their designated agent with a pass key."

The Town of Hatfield Bylaws (05/11/2021), section 3.16, states "any commercial or residential building which has a fire alarm system or other fire protection system that is monitored by an Alarm Company shall be required to have a secure access key box" for the Hatfield Fire Department/Emergency Services.

Hatfield Village has a common secure access key box, located by the mailboxes. The Board of Trustees will coordinate with owners prior to rekeying locks. We can provide information about approved locksmiths and contacting the Hatfield Fire Department/Emergency Services to provide your key.

10. Changes to Unit Interior

If you plan to make material changes or alterations to the inside of your unit that affect "interior boundary walls, heating and cooling systems, electrical service or plumbing services," you must first present your plan to the Trustees for review. Owners must provide the property manager with a copy of any required permits.

A copy of any required permits must be prominently displayed in a front window at the unit from the start of work until necessary inspections per Town of Hatfield ordinances are completed. For additional information, see Revised Second Amendment to Declaration of Trust and Bylaws, (02/16/2017) XXV, No Alterations, Exhibit A, page 15.

11. Clothes Dryer Vent Maintenance

If the unit contains a clothes dryer, it is the owner's responsibility to have the dryer vent professionally cleaned once every three (3) years at the owner's cost. Unit owners are required to provide proof of dryer vent cleaning upon request. Failure to comply with this requirement may result in fines being levied for each day such violation continues after the unit owner receives notice of non-compliance. See Revised Second Amendment to Declaration of Trust and Bylaws (02/16/2017), Exhibit A, page 13, Paragraph XIX (19), Violations by Unit Owners.

12. Exterior Apparatus

Under no circumstances shall any air conditioning apparatus, television, satellite dishes or radio antennas, clothes line, clothes rack, or any other device or other items (except those initially approved by or installed by Hatfield Village, LLC) be installed on the exterior of any unit, or on the common areas and facilities, or be permitted to be hung out of a unit. Awnings, outside railings, patio extensions, screen doors, and solar panels require Trustee approval. To request approval for any of these (with the exception of solar panels), please complete form, [Request for Approval of Exterior Apparatus Other than Solar Panels](#). Requests for solar panels are covered by [Solar Panel System Installation](#) and [Policy Regarding Installation of Solar Panel Systems](#) below.

13. Solar Panel System Installation (Revised March 25, 2020)

Massachusetts General Laws Chapter 184 Section 23C states, in part, that any provision which purports to forbid or unreasonably restrict the installation or use of a solar energy system shall be void.

This law effectively amends Rules and Regulations number 4 and 12, which refer to obstructions of common areas, and installation of exterior apparatus, respectively. Rule number 1, regarding responsibility of the unit owner for all its personal property, and Rule number 21, regarding damage to the property, are not changed.

The Trustees will grant the unit owner's application for installation of a solar energy system, and allow installation to begin, upon the owner's satisfactory completion of the following steps:

1. Submission of an Application for Installation signed by the owners.
2. Submission of evidence of compliance with all terms and conditions of the Hatfield Village Condominium Trust Grant of Easement, including recording of the easement with the Registry of Deeds.
3. Submission of evidence of compliance with the Hatfield Village Condominium Trust Policy Regarding Installation of Solar Panel System, as described in Rules and Regulations Number 14.
4. Payment of all costs incurred by the Trustees, including attorney's fees, pursuant to the aforementioned grant of easement and policy regarding installation.

After the easement has been recorded at the Registry, the unit owner must notify the Trustees of the start date for the installation. The unit owner should also inform the Trustees when the electric utility has brought the system on line.

14. Policy Regarding Installation of Solar Panel Systems (Revised March 25, 2020)

The following Rules apply to all Solar Panel Installations. Any unit owner desiring to install a Solar Panel System on the unit owner's roof, which is part of the condominium common area, must complete an application in a form approved by the Trustees together with plans and specifications for the proposed installation.

1. Plans and Specifications

The Plans and Specifications for the Solar Panel System must be satisfactory to the Trustees and include at a minimum as built Plans depicting the location, size, materials and color of all Solar Panels and appurtenances such as wiring, including how and where all wiring or conduit will be anchored.

A structural engineering assessment of the roof structure and a copy of the solar contractor's roof warranty will also be required.

2. Installation

No installation of a Solar Panel System can be performed unless and until the Trustees have approved the application for installation including the plans and specifications, contractor's insurance and permits. Thereafter, the approval, if any, will be in the form of a recordable Easement Agreement which will be discussed below.

The Trustees may in their discretion approve or deny the application or approve the application with conditions.

When the application is complete the Trustees will endeavor to respond to the application within a reasonable time after submission depending upon the Trustees' meeting schedule.

3. The Easement Agreement

As a condition of approval, the unit owner will be required to enter into a recordable Easement Agreement with the Trustees for the exclusive use of the Condominium's roof in a form to be determined by the Trustees.

The Easement Agreement will be prepared by the Association's counsel and will include but not be limited to the following conditions:

- A. The unit owner is responsible for the cost to install, repair and maintain the Solar Panel System.
- B. The unit owner is responsible for any damage attributable to the installation of the Solar Panel System and will indemnify and hold harmless the Association and the other unit owners from any harm or damage caused by the Solar Panel System.
- C. The unit owner must obtain insurance for the Solar Panel System at its cost and expense and name the Association on the certificate of insurance as an additional insured party. The form and amount of the insurance must be satisfactory to the Trustees.
- D. If the unit is sold or transferred, the new unit owner will be subject to the same conditions set forth in the Easement Agreement which will remain with the unit.
- E. All costs incurred by the owner related to the application for installation of the Solar Panel System including, but not limited to, the attorney fees for drafting, completing and recording the easement agreement will be paid by the unit owner. Any costs incurred by the Association as a result of the application will also be paid by the unit owner.
- F. If repairs to the roof are required at any time, in the sole discretion of the Trustees, the unit owner will be responsible for removal and replacement of the Solar Panel System within a time frame determined by the Trustees.

Condominium Unit Exclusive Use Areas

Exclusive Use Areas (EUAs) are described in (d) I (vii) on page 3 of the Master Deed and include the driveway, patio and walkway which serve each unit. EUAs are considered part of the common areas and facilities, and as such, are subject to these Rules and Regulations.

15. Decorations in Front of Units

The [Hatfield Village Condominium Declaration of Trust and ByLaws \(09/21/2010\)](#), Exhibit A, section XXV, says “Neither the exterior of any unit nor the common areas and facilities...shall be altered, constructed, removed, decorated, or painted in any manner except with the written permission of the Trustees.”

A few decorative items visible in front gardens and on porches may be permitted, provided they are not offensive or excessive such that they overwhelm the appearance of the building. The Board of Trustees may require removal of decorations it deems inappropriate.

Unit owners must take care not to damage the outside of the unit, and will be responsible for repair and replacement costs if they damage doors or siding.

Items placed on front porches or steps must not obstruct entry or exit.

16. Grounds Changes Approval

Any unit owner wishing to change plantings in front and/or back of the unit must complete the [Request for Grounds Approval](#) and [Request for Grounds Approval Diagram of Proposed Changes](#) found at the end of this document. Restrictions may apply based on drainage and water flow issues. Forms must be submitted to the Trustees. The Trustees will announce dates in the spring and fall when requests will be considered. A list of suitable and recommended species is available.

The unit owner must receive Trustees approval of the request prior to commencement of any grounds changes. Ground changes must be completed in their entirety within one year after approval by the Trustees. If only partial changes have been made, the Trustees and property manager will review those changes along with the owner. The Trustees will determine if the changes may continue or if the owner must return the area to its original state at the owner’s expense. If the Trustees determine that the changes may continue, the Trustees may require that the owner submit a new request for grounds changes.

17. Patio Garden Areas

Unit owners are responsible for maintaining garden beds in the patio area behind their unit, keeping them free of weeds and healthy. This includes any owner installed planting area around the patio and along the privacy fence. Unit owners not desiring plants along their side of the privacy fence may install rock or mulch at their own expense. The edges around beds bordering grass must be clearly defined. Approved pavers or bricks may be used. Beds must be covered in brown mulch.

Changes to these areas are subject to approval of the Trustees. See above [Policy Regarding Installation of Solar Panel System](#). Approval is not needed for installing rock or mulch along privacy fences.

If they do not want to assume responsibility for maintaining these gardens, buyers may require that sellers restore these areas to the original state (brown mulch or approved rocks along privacy fence; brown mulch, approved rocks or grass between unit and patio) as part of their contract to purchase the unit.

18. No Plantings at End of Privacy Fence

No trees or bushes shall be planted at the end of a privacy fence between the two units—this is common area.

19. Bird Feeders

To enhance resident safety, bird feeders may only be hung 12/2 to 3/30 and only in back of units. Hummingbird feeders are exempted from this restriction. At no time may residents toss or scatter bird seed or other food on patios or the ground as this may attract rodents or other animals.

20. Patios and Front Porches

Patios and front porches may not be used as overnight storage areas for gardening tools, pots, potting soil, boxes or anything that may cause an unkempt appearance or an obstruction to safe passage.

The Association will cover structural repairs to patios. Owners are responsible for the maintenance of patios. This includes professional cleaning of the patio surface and replacement of sand filling as needed, at the owner's expense.

21. Gas and charcoal grills

- Place grills well away from the exterior of the house and away from the privacy fence to keep any grill fire from igniting a building. When grilling, place the grill at the edge of the patio, and at least 10 feet from the privacy fence.
- The State Fire Code requires grills to be 10 feet away from the side of the building.

Complaints, Damage, and Violations

22. Complaints

Complaints regarding the management or maintenance of the common areas and facilities, or regarding actions of other unit owners or occupants, shall be made in writing or by phone call to the property management company. No unit owner shall attempt to direct, supervise, or in any manner attempt to control or request favors of any vendor or contractor hired by the Trust.

23. Damage

Any damage to any building, equipment or common areas and facilities caused by a unit owner or occupant, or such unit owner or occupant's family, visitor, or pet shall be repaired at the expense of the unit owner. This includes, but is not limited to the spraying of any damage-causing chemicals on siding; the hanging of decorations that results in holes or the fading of siding; or any other damage to siding, privacy fences, exterior doors or window glass.

24. Violations

The violation of any rule or regulation or of any bylaw is subject to a fine as specified in the most recent version or amendment to the Hatfield Village Declaration of Trust and Bylaws. The current most recent version is Revised Second Amendment to Declaration of Trust and Bylaws (02/16/2017), Paragraph XIX (19), Violations by Unit Owners.

Hatfield Village Condominium Trust
Request for Grounds Approval

Forms must be submitted to the Trustees by two dates, one in spring and one in fall, as announced yearly by the Trustees.

Name(s): _____ Unit # _____
Phone: _____ Email: _____

Description of Request (attach separate sketch/photo if appropriate):

Owner Signature(s): _____

Date: _____

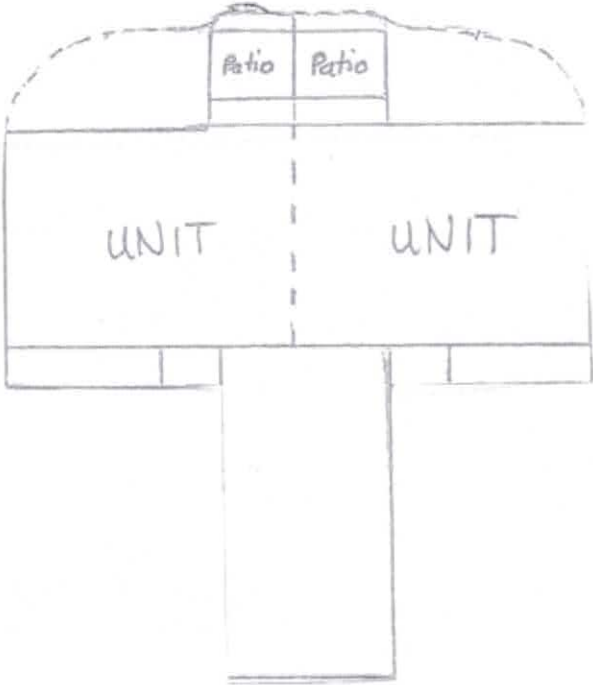
Trustees Decision: Approved _____ Denied _____ Date: _____

Trustees Comments:

Hatfield Village Condominium Trust
Request for Grounds Approval Diagram of Proposed Changes

A planted border may be added that extends out no further than 3' from the end of a patio. The ends of this border must be curved to make mowing and trimming easier.

A planted area may be incorporated from the end of a patio over to the end of a unit. This area must have curved edges to make mowing and trimming easier.



Hatfield Village Condominium Trust

Request for Approval of Exterior Apparatus Other than Solar Panels

Name(s): _____ Unit # _____

Phone: _____ Email: _____

Description of Request (attach separate sketch/photo if appropriate):

Owner(s) Signatures: _____

Date: _____

Trustees Decision: Approved _____ Denied _____ Date: _____

Trustees Comments:

ATTEST: HAMPSHIRE, *Mary Olberding*, REGISTER
MARY OLBERDING

Hatfield Village Condominium Trust
Revised Rules and Regulations Amendment



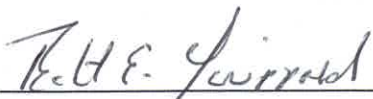
2021 00025445

Bk: 14304Pg: 116 Page: 1 of 11
Recorded: 10/12/2021 12:00 PM

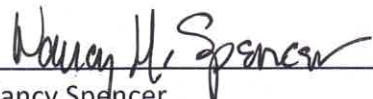
We, the undersigned Trustees of the Hatfield Village Condominium, under the Declaration of Trust recorded with the Hampshire County Registry of Deeds in Book 10304, Page 1 dated September 21, 2010, pursuant to Article VII (A) , with regards to the Hatfield Village Condominium Master Deed dated September 21, 2010, recorded in Book 10303, Page 307, hereby adopt the following Amendments to the Hatfield Village Condominium Trust Rules and Regulations recorded with the Hampshire County Registry of Deeds in Book 10304, Page 1, Exhibit B on September 2, 2021.



Virginia Risk



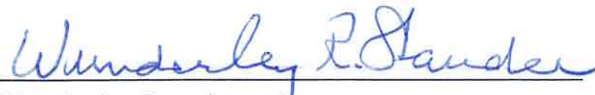
Robert Luippold



Nancy Spencer




Katharine Karlovich



Wunderley Stauder

I, Donna Golec, do swear and attest the Amendment of the Rules and Regulations, Exhibit B, by the Hatfield Village Condominium Board of Trustees in accordance with the provisions of the Hatfield Village Condominium Declaration of Trust Article VII (A).

Dated at Hadley, Massachusetts, this 7 day of October, 2021.



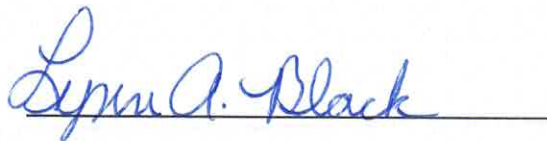
Donna W. Golec

Owner, Kendrick Property Management

Commonwealth of Massachusetts

Hampshire, ss

On this 7 day of October, 2021, before me, the undersigned notary public, personally appeared Donna Golec, proved to me through satisfactory evidence of identification, which was a Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to that he/she signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 8/22/25

