

SCHEDULE A

CONDOMINIUM TRUST  
RULES AND REGULATIONS:  
COMMON ELEMENTS

This Schedule A is incorporated into and made Section 13 of the By-Laws.

1. No use shall be made of the Common Elements except as permitted by the Board of Trustees.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees.
3. Nothing shall be done or kept in the Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential and commercial use without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
4. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or at any window, except in the places provided for by the Trustees, without the prior consent of the Board of Trustees.
5. Unit Owners will not be allowed to put their names on any Building or Common Element except in the proper places in or near the mailboxes and by doorbells provided for the use of the Unit occupied by the Unit Owners respectively.
6. No offensive activity shall be carried on in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. A number of Units are commercial Units; the carrying on of a normal commercial activity will not constitute an offensive activity.
7. No clothes, clotheslines, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials.
8. Except in areas designated by the Board of Trustees, there shall be no parking of motor vehicles, playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, on any part of the Common Elements, except that roads, parking areas and driveways may be used for their normal and intended purposes.

9. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any residential part of the Condominium or in any Unit therein, unless specifically approved by the Trustees for a specified period of time.
10. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Trustees.
11. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Trustees, except as otherwise permitted as of right in the Condominium Documents.
12. The Board of Trustees shall maintain the Common Elements and all areas outside the boundaries of the Units which are granted exclusively to a Unit Owner.
13. No air conditioning units or any other objects shall be hung from the windows or placed upon the exterior window sills. The foregoing shall not, however, interfere with the right of Unit Owners who may select window coverings for their Units, except that the color of the surface of all such window coverings exposed to and visible from the exterior of the Condominium shall be white, off-white or ivory. Rugs or mats shall not be shaken or hung from or on any of the windows or doors. Garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct.
14. No washing or repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to park motor vehicles and bicycles, without the prior written consent of the Board of Trustees.
15. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
16. The use of the Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.
17. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, lessees, and tenants.
18. Dumpsters or other refuse collection facilities shall be sited on the common areas in locations approved by the Trustees. The residential Units shall have such a facility arranged by the Trustees, the cost being treated as a residential Beneficial Interest cost (see Exhibit 3A of the

Master Deed). Each commercial Unit must arrange for its refuse removal either separate from their commercial Units or in voluntary cooperation.

19. Parking:

a) In order to promote efficiency and harmony among the Unit Owners, and notwithstanding any other language concerning the power and authority of the Trustees to promulgate Rules and Regulations with respect to the common elements of the 43 Center Street Condominium, all Rules and Regulations promulgated by the Trustees with respect to parking shall be ratified by the Unit Owners voting their beneficial interest, and until ratified by a majority in beneficial interest, said Parking Rules and Regulations shall be without force and effect. This clause may only be amended by vote of a majority in Beneficial Interest of the Condominium.

b) Allocation of Spaces. Each Unit Owner shall have in common with others a right to park motor vehicles in the parking spaces on site, subject to the Rules, Regulations and Fees as the Board may determine from time to time and publish in its minutes of its meetings.

20. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the Board of Trustees, provided reasonable transition periods are allowed in case of revoked permission.

21. These Rules and Regulations may be amended from time to time as provided in the Trust.

SCHEDULE B

CONDOMINIUM TRUST  
RESTRICTIONS ON THE USE OF THE UNITS

This Schedule B is incorporated into and made Section 13 of the By-Laws.

1. No Unit of the Condominium shall be used for any purpose forbidden by the Northampton Zoning Ordinance as a whole.
2. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and exclusive easement area in Restricted Common Elements in accordance with the provisions of the Trust.
3. No pets may be kept in any Unit without (a) the express, written, advance permission of the Trustees and (b) the owner of any pet acknowledging in a writing delivered to the Trustees absolute responsibility for any damage or problems resulting from the acts of the pet.
4. Nothing shall be done in any Unit or in any exclusive easement in the Restricted Common Area which will impair the structural integrity of the buildings or which would structurally change the buildings without the prior written consent of the Board of Trustees. Any construction, alteration or remodeling work which affects the structure of any building and which is not otherwise prohibited by the Master Deed shall be undertaken by an Unit Owner only after written application to the Board of Trustees specifying the nature and scope of the work in detail and the written approval of the Trustees. Emergencies Excepted.
5. Each Unit Owner shall keep his Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors and windows thereof any dirt or other substance.
6. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
7. The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit at any reasonable hour of the day after 24-hour notification and at a time that will not unreasonably interfere with business (except in case of emergency) for the purpose of inspecting such Unit and/or area and for the purpose of performing work.
8. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in a Unit or exclusive easement area any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting

and cleaning fluids as are customary, or such items as are the normal materials used in the commercial activity conducted in a commercial Unit.

9. The Board of Trustees, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Trustees. In case such consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key pursuant to its right of access to the Unit. In the event the Board of Trustees or its agents enter a Unit, notice of the reason for entering the Unit shall be given to the Unit Owner, immediately if the Unit Owner is present or if the Unit Owner is absent then as soon thereafter as is practical.

10. The use of the Units by Unit Owners, or any occupant or any member of his family, or his agent, servant, employee, licensee, lessee or visitor, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.

11. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

**AMENDMENT TO  
43 CENTER STREET CONDOMINIUM  
DECLARATION OF TRUST**

THE DECLARATION OF TRUST made as of the 14<sup>th</sup> day of February, 2001, by William R.S. Muller, declarant, recorded in the Hampshire County Registry of Deeds, Book 6125, Page 169 is hereby amended pursuant to Article V, Section 13, which provides:

“Section 13. Rules and Regulations/Restrictions on Use. As provided in Section 5 of these By-Laws, the Trustees may promulgate and from time to time amend by a super majority of at least eighty percent (80%) of the Trustees in office:

- A. Rules and Regulations: Common Elements (Schedule A to Condominium Trust),
- and
- B. Restrictions On the Use of the Units (Schedule B to Condominium Trust).

Said Rules and Regulations as they now appear are incorporated as Section 13 of these By-Laws and attached to the Condominium Trust as Schedules A and B, the original Schedules to be recorded with this Trust.”

**Schedule A**

Paragraph 19 is hereby stricken and replaced with the following:

The Trustees shall have those powers regarding parking in the exclusive parking easements in the Restricted Common Area as are described in Exhibit 7 of the Comprehensive Amendment to the Master Deed

A new paragraph 20 is hereby added:

- 20. No smoking is allowed in the common areas of the Condominium located within the building.

Paragraphs 20 and 21 are renumbered 21 and 22, respectively.

**Schedule B**

Paragraph 3 is hereby stricken and replaced with the following:

- 3. No pets may be housed in any Unit.

These changes are consented to by all of the Trustees and by all of the Unit Owners, as evidenced by the signatures of all Unit Owners. The consent of the mortgage holders is unnecessary.