

MILL VILLAGE EAST CONDOMINIUMS  
RULES AND REGULATIONS  
REVISED AUGUST 17, 2020

MILL VILLAGE EAST CONDOMINIUM, (the "CONDOMINIUM") in Deerfield, Massachusetts has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the TRUSTEES of MILL VILLAGE TRUST (the TRUSTEES) responsible for the administration, operation, and maintenance of the CONDOMINIUM pursuant to the By-Laws of the Condominium Association, have adopted the RULES AND REGULATIONS set forth below.

In order for the Unit Owners to better understand the RULES AND REGULATIONS, the defined terms used in the MASTER DEED of the CONDOMINIUM and the CONDOMINIUM TRUST are used herein with the same meanings as used in said documents, except that, whenever these rules and regulations impose a duty or obligation upon Unit Owner or a rule which a Unit Owner is to observe obey and comply with, the term "Unit Owner" as defined in the MASTER DEED, and in addition, when the concept permits, shall include all family members, tenants, guests, invitees and contractors, thereof, and any occupants of the Units in the CONDOMINIUM.

The TRUSTEES agree the RULES AND REGULATIONS should not only satisfy the majority of the occupants of the CONDOMINIUM, but will enhance the experience of all persons living in the CONDOMINIUM.

- **Condominium Fees/Assessment:** Condominium fees and other assessments are due on or before the first of each month, payable in advance to Mill Village East Condominium Association and mailed to the office of the management company. If payment is not received by the 20<sup>th</sup> of the month, a late fee of \$25.00 will be assessed. This amount, if left unpaid, will constitute a lien on the Unit.
- **No Obstruction of Common Areas:** Unit Owners shall not cause, nor shall they suffer, obstruction of common areas and facilities except as the TRUSTEES may in specific instances expressly permit. All trash bins shall be brought back from the street and stored in the unit garage following weekly pickup. No swing-sets, play structures, trampolines, horseshoe pits, firepits, swimming pools, dog runs, gardening tools, sand boxes, and the like are allowed on the lawns or backyards of condominium units. Lawn chairs and portable play equipment may be used on the lawns and/or driveway areas but should be returned to the unit deck or garage at the end of the day, and should not impede either the grass cutting or the snow plowing operations.

- **Effect On Insurance:** No Unit Owner shall use their Unit in such a fashion as to result in the cancellation or increase in premiums on insurance maintained by the Trustees unless made by specific arrangement with the Trustees, providing that such increased insurance costs shall be borne by the Unit Owner concerned.
- **Radios, Stereos, Musical Instruments:** The volume of television sets, radios, stereos and musical instruments shall be turned down between 11:00PM and 8:00 AM the next morning and shall, at all times, be kept at a sound level which will not disturb or annoy the occupants of neighboring units.
- **Laundry:** No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes or the like out of a Unit or from a deck railing. Exception: Four (4) Units currently have clothes- lines and these are considered as grandfathered structures. These structures shall be removed upon the sales of any of these units.
- **Signs:** In general, signs are not permitted on common property, with the following exceptions for temporary display of signs:
  - Unit Owners may display "For Sale" or "For Rent" signs in the windows or the five-foot "garden" common areas in front of their units. These signs shall not be placed on the lawns in front of residences or any other common areas with one exception, i.e. "For Sale" or "Open House" or "For Rent" signs may be placed on a temporary basis adjacent to the mail boxes at the corner of Evans Lane and Mill Village Road. Such signs must be removed upon completion of the open house, or sale or rent of the unit.
  - Other signs are permitted ONLY as follows: Unit owners may display one sign supporting a political campaign in the window or in the five-foot 'garden' area directly in front of their unit for no more than two weeks prior to an election. Unit owners may display one sign promoting a charity event in the window, or the five-foot 'garden' area directly in front of their unit for no more than two weeks prior to the event. Unit owners must receive explicit, written permission from the Board to display any other sign, and in all cases only one sign is permitted, and it must be displayed in one window, or the five-foot 'garden' area directly in front of the unit, on a temporary basis. Signs that do not meet these regulations will be removed.
- **Abuse Of Mechanical System :** Trustees may charge to a Unit Owner any damage to the mechanical, electrical, septic, or any other building service system of the Condominium caused by such Unit Owner by misuse of those systems.
- **No Offensive Activity:** No noxious or offensive activity shall be carried on in any Unit or in the common areas and facilities, nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family,

servants, agents, visitors, licensees, pets, nor do or permit anything by such persons or things, that will interfere with the rights, comforts or convenience of other Unit Owners.


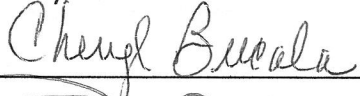
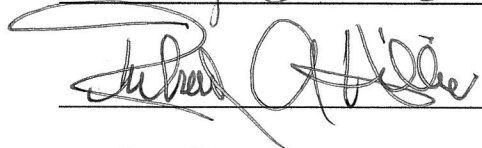
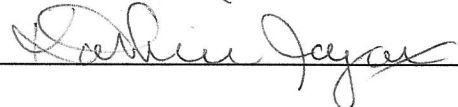
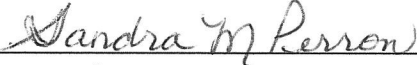
- **Pets:** Common household pets, such as dogs and cats, may be kept in the Units unless prohibited by the Trustees. The total number of pets is limited to three. The owner of a pet assumes full liability for all damage to all persons or property, and to the Condominium Trust, caused by such pet. Dogs must be leashed at all times. All dogs must be licensed by the Town of Deerfield and the owner is responsible for getting all pets properly and full inoculated. Dogs cannot be left unattended and off leash on common areas and/or unit decks. The Unit Owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet animal in a Unit or other portions of the Condominium. Upon written complaint of any Unit Owner to the Trustees that a pet kept in a unit or within the condominiums is a nuisance, the Trustees may prohibit the presence of said pet within the condominium. No such action of the Trustees shall be taken without a meeting at least three days written notice to the Unit Owner responsible for said pet, and the opportunity at the Trustees' meeting for the Unit Owner to be heard. All pet waste must be picked up promptly and cannot be disposed in the common area. All holes and/or damage caused by domestic pets on common areas need to immediately be brought back to the pre-existing condition(s.)
- **Storage:** There shall be no parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, chairs, rubbish bins, etc. on any part of the Common areas. All furnishings, items of personal property, effects and other items of the Unit Owner or tenants, must be kept and stored at the sole risk and hazard of said Owner. If the whole or any part thereof, shall be destroyed or damaged by fire, water or otherwise, or by the leaking or bursting of water pipes, steam pipes or other pipes, by theft or from other cause, no loss or damage that is not covered by the Unit Owner's insurance policies shall be borne by the Condominium Owner(s.) The Unit Owner(s) shall in no event be exonerated or held harmless from liability caused by its negligence.
- **Summer seasonal "storage:"** Recreational equipment such as row boats, canoes, and kayaks may be "stored" on the driveway, or on temporary stand-alone storage racks as close as possible to the right/left of the garage door. These type items cannot be stored on any of the grassy common areas. For those units with shared driveways occupants should come to an agreement as to the best area where these items can be located. In no cases should these storage racks be attached in any way to the side of the units. These items must be removed and stored prior to the "snow season." Trailers and/or boats or trailers cannot be "stored" in this manner.
- **Repair and condition:** Each Unit Owner shall keep his Unit and attached deck in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown from the doors or windows, any dirt or other substance.

- **Equipment Compliance.** All radio, television, or other electrical equipment of any kind or nature installed by the Unit Owners or used in each Unit shall fully comply with all rules, regulations,, requirements or recommendation of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury cause by any radio, television, or other electrical equipment, including but not limited to washing machines, clothes dryers, water heaters, microwaves, dish washers, refrigerators ,space heaters, etc. in such Unit. No satellite dish or antenna may be installed on the roof, siding, or common areas of the condominium without the express written permission of the Trustees.
- **Flammable materials. etc.** No unit owner or any of his agents, licensees, tenants or visitors shall, at any time, bring into or keep in his/her Unit, on any portion of the Common property, buildings, and/or decks, any gasoline, kerosene, and/or other flammable, combustible or explosive fluid, material, chemical or substance except such lighting, cleaning and other fluids, materials chemicals and substances as are customarily incidental to residential use. Fire pits and any devices producing flames (with the exception of electric and propane grills, as permitted in the rules) are not permitted in the Units, on decks, or on Common Property.
- **Grills:** Grills (Electric and Propane) can be located on paved driveways and/or behind Units on a pad or rock-based surface off (but not close too) decks.
- **Vehicles:** Only licensed, inspected and insured cars, personal trucks and motorcycles are allowed on the Condominium. There shall be no parking of commercial vehicles, RV's, campers, or boats either by Unit Owners or their guests in or on the common areas. All vehicles should be parked in their respective garages or on the driveway nearest to the condominium unit. No work shall be permitted on vehicles and at no time shall any vehicle be maintained on a lift and/or jack unless operated by a licensed professional for the purpose of changing a flat ~~tire~~<sup>tire</sup> or other "emergency" matter. Owners' and visitors' vehicles are not to be parked on any grass area at any time. "Overflow" parking should be on Evans Lane. Visitors to Mill Village residents should also utilize Evans Lane as an "overflow" parking area.
- **Plantings-gardening:** No planting of trees, shrubs, perennials or any other plant materials shall be allowed in any area of the Condominium without the express written permission of the Trustees. Unit Owners desiring to plant gardens, trees, etc. must submit a written plan the Trustees on the form provided by the property manager. If a garden is permitted and the unit is sold, the area disturbed by such plantings must be removed and brought back to its original condition or the new owner must agree in writing either to maintain the existing garden or to pay for its removal when seasonally appropriate. Garden waste shall be brought to the local landfill or deposited in such as areas as designated by the Board.
- **Business Activities:** Commercial business activities, including but not limited to the production and distribution and receipt of products, are prohibited within the confines of the Mill Village Condominium Association.

- **Flags:** A United States flag may be displayed on a five to six foot pole securely attached to the front of a unit next to the right or left side of the garage door.

**Amendments** to these Rules and Regulations may be made by the Mill Village East Condominium Trust in accordance with the provisions of M. G.L. Chapter 183A, as amended.

MILL VILLAGE EAST CONDOMINIUM TRUST

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Date 8/17/2020