

Schedule A**THE ORCHARD AT COLD SPRING COMMONS CONDOMINIUM****GENERAL RULES AND REGULATIONS****Trustees**

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INTRODUCTION

The following Rules and Regulations are designed for the benefit of the community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living. Some of these rules may not be favored by every owner but condominium living requires a certain amount of uniformity by all. We hope that no one will feel unduly inconvenienced by them.

The Residents shall, at all times, comply with these rules and regulations and shall use their best efforts and shall be responsible to see that they are faithfully observed by their families, guests, invitees, servants, and persons over whom they exercise control and/or supervision.

These rules are not exclusive. The conduct of the Unit Owners is governed by the Master Deed, the Unit Deed, the Declaration of Trust, By-Laws and other Condominium Documents and local, state and federal laws. In case of conflict between the wording of these Rules and Regulations and any of the Master Deed, the Unit Deed, the Declaration of Trust or By-laws, the latter will prevail. These rules may be amended or supplemented at any time by the Board of Trustees.

DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

- a. "Residents" means and includes all Unit Owners, their lessees, assigns, and all persons residing in a unit as their

domicile or legal residence. Residents will be held responsible for the acts of guests visiting their unit.

- b. "Unit Owners Handbook" denotes the collection of written policies and procedures, including but not limited to the Rules and Regulations, issued to the Residents of the community.

GENERAL RULES AND REGULATIONS

These are the general rules and regulations of The Orchard at Cold Spring Common Condominium.

Exceptions to these rules may be granted only by a written notice from the Board of Trustees (hereinafter referred to as the "Trustees"). The Trustees may, where appropriate, act through the Management Agent contracted to provide services to The Orchard.

If any unit Owner requests an exception to these rules they must make a written request to the Trustees. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed exception within thirty (30) days after receipt of the request, and failure to do so within this time period shall constitute consent of the Trustees.

1. COMMON AREAS

- a. The grounds of the Common Areas are for the use and enjoyment of all Residents of The Orchard. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the Common Areas without prior written approval of the Trustees. The specific procedure for obtaining Trustee approval for more than temporary use of the Common Areas is set forth separately in the Unit Owners Handbook.
- b. Nothing shall be altered or constructed in, or removed from, the Common Areas except by written permission of the Trustees.
- c. The lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, trash cans or recycle bins, or other personal property shall obstruct entrance ways, walkways, parking or other common areas. Walkways, and entrances must not be obstructed or

encumbered or used for any purpose other than ingress and egress to and from the premises.

- d. No inflammable, combustible, hazardous or explosive substance shall be kept in any Common Area except items suitable for normal household use. Discharge of firearms is prohibited in any Common Area.
- e. Improvements, maintenance and landscaping of the Common Areas shall be done by the Trustees unless prior permission of the Trustees has been given, except that the Unit Owner shall be responsible for snow and ice removal from the porches, decks and stairs that adjoin their unit.

f. Allowed:

- One decorative flag or one windsock mounted is permitted on front or back of unit;
- Planting of flowers is permitted in mulched beds nearest to the Resident's unit. All annual flowers planted shall be removed at the end of the growing season or earlier, if the flowers have died. Maintenance of the flowers is the responsibility of the Resident. No planting of rose bushes, trees or shrubs is allowed;
- Garden hose reels/hangers are permitted below the height of the water spigot. Residents are encouraged to minimize the visibility of hose holding devices.

g. Not allowed:

- In Common Areas: flower boxes or flower pots, bird baths or bird feeders, (unless Trustee approved) whiskey barrels, children's pools, furniture, including benches, vegetable plants, hanging plants on light fixtures;
- Common Areas shall be kept free of refuse, debris and other unsightly materials. No clothing or similar items shall be left in Common Areas;
- No Resident shall allow any article to fall from the windows, decks, porches, entryways or doors of the premises, nor shall s/he sweep or throw from the unit any dirt or other substances outside of the home, or on the Common Area of The Orchard.

- Cutting of any tree, dead or alive, is not permitted in any Common Area.

h. Unit Owners will be responsible for any damage caused to the Common Area or to any other unit by themselves, their household members, lessees, assigns, guests, servants, employees or licensees, due to negligence, abuse or misuse. Charges to restore or replace the damaged property at then current contract rates will be the responsibility of the Unit Owner.

2. **INSURANCE**

a. No activity shall be done or maintained in any unit or in any Common Area as to result in the cancellation of insurance or as to result in the increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gun powder, explosives, creosote, or any other materials considered combustible and/or hazardous by the Fire Department or other governmental agency.

b. Only Trustee-approved appliances may be used in any home. (This does not refer to normal household appliances such as washers & dryers, refrigerators, stoves, trash compactors, garbage disposals, air conditioners.)

c. Nothing shall be done or maintained in any condominium unit or in the Common Area which is in violation of any law.

3. **DECKS AND PORCHES**

a. Allowed:

- Lawn furniture and tables are permitted on porches;
- BBQ grills (in accordance with the prevailing ordinance in the Town of Belchertown) are permitted on decks, provided that fires are controlled at all times. Excessive smoke which annoys neighbors is prohibited;
- Children's toys are permitted on decks and porches only while in use. Residents are responsible for all items left on decks and porches;

- Flower boxes, flower pots, hanging flower baskets are permitted on porches and decks;

b. Not allowed:

- On decks or porches: bird baths or whiskey barrels;
- Use of decks or porches for storage of personal property except as otherwise specifically provided herein, or in any other way which in the opinion of the Trustees detracts from the appearance of The Orchard.

4. **EXTERIOR DECORATIONS, LIGHTS, FIXTURES and SIGNS**

- a. The architectural and structural integrity of the buildings and the exterior of the Units shall be preserved without modification. Without limiting the generality of the foregoing, Residents shall not place or replace or change any decoration, light, fixture, or sign on the exterior of their Unit, including exterior doors, decks, and porches, except as expressly permitted herein or with the written consent of the Trustees.

Note: appropriate tasteful seasonal decorations are encouraged and permitted for an appropriate period of time before and after each occasion. The Trustees reserve the right to require removal if they conclude the decorations are not tasteful or if a reasonable time period has been exceeded.

- b. No Resident or guest shall allow the installation of wiring for electrical or telephone use, television, air conditioning units or other machines, equipment or fixtures which protrude through the walls or roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Trustees. The Trustees, prior to the commencement of any work, must approve all renovations affecting the Common Area.
- c. No sign, advertisement, notice or other lettering shall be displayed or affixed on windows, the exterior of the Units, or the Common Areas by any Resident without the written consent of the Trustees.

5. TRASH

All refuse, trash and bagged garbage shall be deposited in the trash dumpster. No waste shall be permitted in the Common Area. The trash dumpster is for household trash only. Any person depositing articles other than normal household trash in or near the dumpster shall be fined not less than \$50 per occurrence. No warnings will be given and this fine is non-negotiable.

6. SATELLITE DISHES

- a. The Orchard at Cold Spring Commons does allow satellite dishes, in accordance with the FCC rules. Dishes may be installed on the side deck floor or deck railing only. Dishes cannot otherwise be installed on or in the Common Areas, or on any part of the unit except as noted.
- b. The satellite dish cannot exceed one (1) meter in diameter, and cannot extend beyond the vertical (top of the slider) or horizontal (deck railing) planes of the deck surface. The Trustees, at the homeowner's expense, will remove Nonconforming dishes. Satellite dishes cannot be mounted on towers, or attached directly to the units.
- c. All cabling must be routed through the basement space and installed in a professional manner. The owner will be responsible for all costs associated with the installation, operation, and maintenance of the system. No trees or branches may be removed to facilitate installation. Any removal of such trees or branches or improper installation will result in a fine of \$100.00 to the unit, as well as any other restitution costs deemed necessary by the Trustees.
- d. The owner will be responsible to remove the dish so the Trustees can conduct routine maintenance on the decks or structures when required. The Trustees will notify the owner in writing, and allow 48 hours for removal of the dish. If the owner does not remove the dish, the Trustees have the right to remove the dish, and will not be responsible for damage or the cost to install it after maintenance has been conducted. The Trustees will not be responsible for any damage due to falling objects, including trees, branches, ice from roofs, or any other items. The owner will be responsible for any and all damage to the decks, rails, or any other part

of the structure during installation or removal of the satellite dishes.

- e. Unit Owners wishing to install a satellite dish must first request permission, in writing, to the Trustees prior to installing a dish. The request must include dish diameter and location on the deck, along with a simple wiring diagram. The Trustees require notification at least seven (7) days prior to installing the dish.

7. **RADIOS, SOUND SYSTEMS, MUSICAL INSTRUMENTS**

The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy the Residents of neighboring units.

8. **ANIMALS AND PETS**

- a. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Area, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of dogs, cats and/or caged birds does not constitute noxious or offensive activity. Only two (2) dogs and/or cats will be allowed per home.
- b. Pets are to be kept inside the home at all times except when on a leash and accompanied by or under control of the Resident. Pets, when outdoors, may not be tied to a deck or other structure. If pets create damage, noise or other disturbances or unpleasantness or in the discretion of the Trustees, threaten life, safety, welfare or rights of any Resident, the Trustees may require removal of such pets.
- c. Pets shall not be allowed to relieve themselves on walks, paved streets, or where other Residents might normally walk. Pets shall not be allowed to urinate or defecate on any mulched beds, gardens or grassy areas. Pet owners shall have either a visible "pooper-scooper" or plastic bag in their possession when walking their pet for removing and disposing of their animal's waste from any part of the Common Area of The Orchard, including roadsides, trail areas, and

playgrounds. All waste must be properly disposed in trash receptacles. Shovels are prohibited.

- d. All pets shall be kept, maintained and licensed in accordance with the regulations of the Town of Belchertown Health Department and in accordance with the regulations of other municipal bodies. Security and/or Management will assist the animal control officer for the Town of Belchertown in removing any stray or unaccompanied animal from the property.
- e. Pet owners will be responsible for the action of their pets. The pet owner is responsible for any damage their pet may cause to the Common Area or to any other Resident's unit. Charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the pet owner.
- f. Owners shall hold the Trustees harmless against loss or liability for any action of their pets within The Orchard.
- g. Any pet owner who violates the aforementioned rules/regulations is additionally subject to specific action based on the following criteria:

Specific Action

First offense	--	Written Warning
Second offense	--	\$25.00 fine
Third offense	--	\$50.00 fine
Fourth offense	--	\$100 fine

Imposition of a fine in no way limits the Trustees' authority to additionally require removal of the offending pet and/or payment for any damages caused by the pet.

9. MOTOR VEHICLE OPERATION

Violations of the following rules may result in fines and/or towing at the owners expense.

- a. All Residents' motor vehicles must display a current registration plate and a current inspection sticker or they will be subject to tow at the owner's expense.
- b. Each home has two (2) designated parking spaces. Parking for each unit is limited to the two numbered spaces or in

overflow areas only. However, only one overflow space may be used at any one time by the Residents of a unit.

- c. "Overflow" areas are: in the center of the island. Any vehicle blocking legally parked cars, parking spaces, driveways, or fire zones will be towed at the owner's expense. Parking is otherwise permitted along one side of the road.
- d. No Resident shall leave boats, trailers, unregistered or uninspected vehicles, mobile homes, recreational vehicles, etc. within condominium parking or Common Areas.
- e. No snowmobiles, unregistered motorcycles, motor or minibikes, or similar all-terrain vehicles will be operated within the confines of The Orchard due to noise nuisance and operating hazard.
- f. Under no circumstances will Residents or their guests be allowed to repair or change the oil and lubricate vehicles on site.
- g. The speed limit for all vehicles is 15 M.P.H. on all roads in The Orchard.
- h. Residents must inform their guests of motor vehicle and parking rules.
- i. Storage of personal vehicles, in overflow parking areas only, is limited to no more than 7 days. No commercial vehicles can be stored without prior authorization from Management or the Trustees.

10. TOWING OF VEHICLES

a. Snow Removal:

- After the snow removal contractor has completed all main roadways, they will begin plowing driveways. The plow contractor will sound their horn when entering a driveway to alert all Residents to move vehicles. With this signal, Residents are responsible to move vehicles to allow the plows to clear parking spaces. If Residents do not move their vehicle(s) outside the driveway, or to another parking lot already cleared within 30 minutes, Resident will be responsible for timely clearing his/her own driveway.

- Residents must remove their vehicles from the overflow parking areas within 30 minutes of the sounding of the horn. Any vehicles not so moved may be towed at the Resident's expense.
 - Arrangements must be made to move vehicles in case of sickness or absence.
- b. Spring and Fall Clean up: Residents must move vehicle(s), or make necessary arrangements for removal, to allow the grounds contractor to sweep/clean all asphalt surfaces during the spring and fall. A notice will be delivered with dates of service. After posting notice, if a Resident does not move their vehicle(s), prohibiting the grounds contractor from performing proper clean-up, the Resident will be responsible for the timely sweeping/cleaning of this area.
- c. Other Maintenance Activities: Residents must remove their vehicles upon reasonable advance notice whenever requested for purposes of maintenance, repair, or improvements. Any vehicles not so moved may be towed at the Resident's expense.
- d. Illegally Parked Vehicles: Vehicles parked in another Resident's space or in non-designated parking locations or otherwise in violation of these Rules and Regulations can be towed at the owner's expense, without warning.

11. STORAGE

Except as otherwise expressly permitted in these Rules and Regulations, Resident's personal property shall be stored inside their homes. No storage is allowed in any Common Area.

12. GUIDELINES FOR CHILDREN

- a. These guidelines are designed for parents and/or guardians and are intended to afford all who live in our community the opportunity to enjoy each other in a caring and harmonious atmosphere. It should be noted, these guidelines are being implemented to enable Management to resolve potential conflicts in a consistent manner. For purposes of these rules, children are defined as human beings under the age of 18. All activities that children are engaged in are at their own risk, or at their parents' risk, with no duty existing upon the Management or Trustees to ensure that any activities take place safely.

- b. As with all other Residents, no child shall be permitted to engage in any activity which constitutes a nuisance, as defined within these rules.
- c. Neither children nor adults shall use mulched flowerbeds as thruways. Children, whenever they play, shall not destroy property, damage trees or flowers, remove signs, snow stakes, or any other tangible thing in place at the direction of the Trustees or its contractor. Parents/guardians will otherwise be held financially responsible for such action.

13. NO OFFENSIVE ACTIVITY

No noxious or offensive activity shall be carried on in any unit or in any Common Area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Residents. No Resident shall make or permit any disturbing noise by himself or herself or his or her family, servants, employees, agents, visitors, licenses or pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts or convenience of the other Residents. Activities which constitute a nuisance include, but are not limited to:

- Excessive TV, stereo, or car stereo volumes;
- Cars driving at excessive speeds (more than posted speed of all roadways within The Orchard);
- Loud voices inside or outside buildings that can be heard or observed by other than those to whom the voices are being directed;
- All activities which involve a controllable sound, for example, the slamming of doors;
- Offensive decorations or signs;
- Certain actions or expressions of adults or children (of a "trainable" age), including, but not limited to, disrespectful remarks or obscenities;
- Excessive sound levels of vehicles or other motorized equipment;
- Improperly, or insufficiently trained animals of any kind (including, but not limited to, failing to control the barking of dogs or failing to clean up after dogs or other animals);
- Remarks or acts considered offensive by national, racial or ethnic minorities.

14. RISK

- a. 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 therefore.
- b. Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, guest, agents, servants, employees, licensees and lessees.

15. KEYS

- a. If any key or keys are entrusted by a Unit Owner or occupant or by any member of such Unit Owner's family, or by such Unit Owner's agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, truck 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.
- b. The Board of Trustees, or its designated agent, may retain a pass key to each unit.
- c. Owners who have added or changed a front door lock and have not provided the Management with a key will be liable for any damage resulting from a forced entry into the home for emergency purposes.

16. COMPLIANCE WITH CONSERVATION COMMISSION ORDER OF CONDITIONS

The Orchard is subject to an Order of Conditions issued by the Town of Belchertown's Conservation Commission, designed to protect certain wetlands located on the property. That order imposes certain ongoing maintenance and other obligations on the Trustees and Unit Owners, including but not limited to:

- a. a prohibition against construction, cutting of vegetation, lawn installation or dumping of landscaping debris in the Buffer Zone;

- b. a requirement to maintain basins, water quality swales, level spreaders and other elements of the drainage system;
- c. a prohibition against using sodium chloride (rock salt) on anything other than the roadways, loading zones or parking areas, and then only low levels thereof;
- d. a prohibition against plowing snow into piles within 100 feet of any wetlands;
- e. a requirement that only slow release, organic, low nitrogen fertilizer types be used, and then only if 50 or more feet outside of a Wetland Resource Area;
- f. a prohibition against use of pesticides and herbicides on any lawn area within the Buffer Zone.

A site plan indicating these various areas (Buffer Zone, Wetland Resource Area) can be obtained from the Trustees or the Management Agent.

17. RENTALS/OFF-SITE UNIT OWNERS

- a. No Unit Owner may rent a unit without the prior written permission of the Trustees. No more than 25% of the units may be occupied or offered as rental units at any one time, and no unit may be offered for rental if prohibited by the terms of the applicable Deed Rider or similar instrument.
- b. All off-site Unit Owners shall register with the condominium management company the names, addresses and phone numbers of tenants in each Unit owned by the Unit Owner within seven (7) days of commencement of the lease for said Units.
- c. The Trustees reserve the right to screen prospective tenants and to require the use of a standard lease.
- d. All off-site Unit Owners are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant(s).
- e. Off-site Unit Owners shall protect the rights of other Unit Owners by enforcement of excessive noise and parking regulations contained in these Rules and Regulations.

f. The Trustees reserve the right to require separate damage deposits for rentals, to be held in escrow.

18. COLLECTION OF OVERDUE CONDOMINIUM FEES

The Trustees may impose a late charge of Twenty Dollars (\$20.00) if any annual assessment, monthly installment, fine, or late charge, interest or legal fee (the "assessment") is not received within 15 days of when due. If such assessment is not received within thirty (30) days of when due, the Trustees may impose a late charge of not more than Fifty Dollars (\$50.00) per month until payment in full is received.

If the Resident is in default of the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, the Trustees shall give notice to the Unit Owner, and if the delinquent installment or assessment has not been theretofore paid, the then unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the Unit Owner or not less than ten (10) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

19. VIOLATIONS

Violation of any Rule or Regulation, or the breach of any provision of the Declaration of Trust, By-Laws, Master Deed or of the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity (or both) the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against Unit Owners or Residents for such violations. No fine may be levied for more than Twenty Dollars (\$20.00) for any one violation (except as otherwise specifically provided herein), but each day of a violation may be considered a new violation. Collection of fines may be enforced against the Unit Owner or Residents involved as if the fine were Common Area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner or Resident, the Trustees shall have the power to require such Unit Owner or Resident to post a reasonable bond to secure adherence to said Rule and Regulations, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

20. ATTORNEY'S FEES AND COSTS

Any Unit Owner or Resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws, Master Deed or Unit Deed, (as the same may be amended from time to time) or is responsible for such violation, shall pay all costs and expenses incurred by the Trustees, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

21. AMENDMENTS TO RULES AND REGULATIONS

Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These Rules and Regulations may be amended from time to time as provided in the Declaration of Trust.

22. ADMINISTRATION

- a. No Resident shall direct, supervise, or in any way attempt to assert control over the employees or subcontractors of the Trustees or the management agent while working in the Common Area.
- b. Any questions or suggestions regarding the operation of the Condominium should be submitted in writing to the Condominium Trustees or, unless otherwise directed, to the Management Agent.
- c. All requests for services must go through the Condominium's Management Agent.