

RULES AND REGULATIONS OF THE SUGARLOAF CONDOMINIUM TRUST SOUTH DEERFIELD, MASSACHUSETTS

These restrictions, which may from time to time be amended, shall be for the benefit of the owners of all of the Units, and the Trustees as Trustees for the Common Elements. They shall be enforceable solely by the Trustees, and shall, insofar as permitted by law, be perpetual. No Unit Owner shall be liable for any breach of the provisions of these Restrictions except as such breach shall occur during his ownership thereof. The Trustees, in the enforcement of these restrictions, may resort to all lawful remedies, including the levying of fines and all fines so levied and all other enforcement expenses, including reasonable attorneys' fees, shall be levied upon the Unit Owner found to be in violation, and all such expenses shall become a lien upon the Unit and subject to collection and enforcement.

1. Insurance

Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium, or contents thereof, applicable for housing, without the prior written consent of the Trustees. In the event the Trustees do consent to any such matter which does increase the rate of insurance, the increased cost shall be paid by the Unit Owner responsible for the same and said consent is conditioned upon continual payment of said additional cost. No Unit Owner shall permit anything to be done, or kept in his Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law or in of the Aquifer Protection Regulations. No waste shall be committed in the Common Element.

2. No Obstruction of Common Areas and Facilities

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

3. No Articles in Common Area

No clothes, sheets, blankets, laundry or other articles shall be hung out of a unit or exposed on any part of the common areas and facilities. The Trustees may approve a singular umbrella clothes line for each Unit Owner so requesting. In determining approval, Trustees shall condition approval on the pole and umbrella being of a neutral color and being constructed in a manner that the pole and umbrella are removable when not in immediate use. Further, approval shall be conditioned upon the concrete base and sleeve to receive the umbrella pole being below ground level so as not to interfere with mowing. Umbrella clothes line shall not be utilized during any lawn mowing days. Unit owners shall be responsible for any damage caused by their umbrella pole or base or bird feeder pole (as discussed below) or base and their failure to adhere to any conditions placed upon the approval of the same. No items including but not limited to: storage sheds or storage devices, carriages, toys, bicycles, benches, chairs or other articles shall be placed on any part of the common areas and facilities unless otherwise permitted herein or except when such articles are in actual use by a Unit Owner, or his or her family or guests. In the event an owner has been granted a garden area easement or dog area easement, said area shall not be utilized for storage of any item.

4. No Liability for Personal Property of Unit Owners

All personal property of the Unit Owners or any other occupant of a unit, whether in the units, in the common areas and facilities, 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 therefor.

5. Radios, Musical Instruments and Audible Noise

The volume of voices, television sets, radios, stereo devices, musical instruments, or any other audio source shall not be operated in any manner that would result in sounds emanating therefrom being heard in any other unit.

6. Pets

At their sole liability, any Unit Owner may keep one dog and/or two indoor cats in the Unit (unless at the time the Unit Owner acquires the Unit, such Unit Owner has two dogs, in which event the Unit Owner may retain such pets until their passing or removal hereunder at which time the maximum of one dog and two indoor cats shall be reinstated). The right to have a dog or cat is subject always, however, to the restrictions and limitations of any relevant State or Local regulation and the Rules and Regulations of the Condominium as from time to time amended. Owners may also maintain an indoor aquarium of reasonable residential size with fish. No other animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with the prior written approval of the Trustees which may be withheld.

All such pets must be registered with the Trustees. The keeping of any pet even with such approval shall be subject to rules adopted by the Trustees and subject to the condition that they are not bred or kept, bred or maintained for any commercial purposes; and subject to the further condition that any such pet causing or creating a nuisance or unreasonable disturbance or noise, solely as determined by a vote of the Trustees, shall be permanently removed from the Condominium. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash, per local regulations. The Unit Owner shall be responsible for any and all damages to persons on property caused by the pet and shall indemnify and hold harmless the Condominium Association if requested. The Unit Owner shall be responsible for immediate cleanup and proper disposal of any waste of the pets.

Trustees may approve Unit Owners to fence, at Unit Owner's expense, an enclosed pet area. Said area shall be directly in the back of the applying Unit Owner's unit and shall comply with all town setback regulations. The design of any enclosure shall be limited to 16' X 16' and shall be constructed to the following specifications: Fencing will consist of Two (2) 8' wide x 6' high white vinyl fence sections running perpendicular to the building and closest to the other condominium unit in the duplex (white vinyl panels may be waived by the adjoining owner in which case the white picket described below may be utilized. The second side of the enclosure shall be made up of the Unit Wall and the fencing on the remaining two sides shall be white picket fencing to be designated by the Declarant or Trustees as the case may be.

Any approved pet shall not be allowed to be outside the unit or in the pet area unless they are directly accompanied by an adult able to control the animal. The animal shall not be tied within the enclosed area and no animal "runs", ropes or leads shall be permitted. A Pet shall not be tied to any structure, common element or item of any nature within the condominium project.

Any unit owner requesting and receiving approval for a pet enclosure shall be responsible for maintaining the same, including but not limited to immediate and responsible disposal of animal waste. Unit Owner shall be responsible for the additional cost of mowing and trimming the enclosed area and the area surrounding both sides of the installed fences and shall not permit any pet to be in the pet area during any such lawn maintenance. Trustee permission is conditioned upon the payment by Unit Owners of all such additional costs and adherence to these bylaw provisions. The Trustees further reserve the right that, upon the failure to maintain the pet enclosure area, the Trustee may cause or direct that the enclosure be removed at which time the Unit Owner's right to a pet enclosure shall be terminated.

In the event that the Trustees shall reasonably determine that a pet has caused harm or injury to any person or other pet, the Trustees shall send a written notice to the Unit Owner whose pet has caused harm or injury, whereupon the pet shall be removed immediately and permanently from the Condominium.

In the event that the Trustees shall reasonably determine that a pet poses a threat of harm or injury to any person or other pet, the Trustees shall send a written notice to the Unit Owner, whose pet is deemed to pose a threat, notifying the Unit Owner that if the pet continues to pose a threat of harm or injury, the pet shall be permanently removed. If, after such written notice, the pet shall continue to pose a threat of harm or injury, as determined by the Trustees in their sole discretion, the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees.

In the event that the Trustees shall reasonably determine that a pet is causing or creating any other nuisance or unreasonable disturbance or that the Pet area is not being maintained, the Trustees shall send a written notice to the Unit Owner whose pet is causing or creating a nuisance or unreasonable disturbance notifying the Unit Owner that if the nuisance or unreasonable disturbance continues the pet shall be permanently removed. If, after such written notice, the pet shall continue to create a nuisance or unreasonable disturbance, as determined by the Trustees on their sole discretion, the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees.

In any event of removal of Pet as outlined above or upon the death of any remaining pets, the Pet Enclosure Area shall be removed within ninety days of owner not having a qualified Pet.

7. No Offensive Activity

No offensive activity shall be carried on in any Unit or common area 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. No Unit Owner, or occupant, shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, agents, visitors, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

8. Trash

Unit owners are responsible for disposal of their rubbish and recyclables and garbage. All garbage and trash must be placed in the proper receptacles designed for refuse collection, such receptacles to be closed and odor free, and no garbage or trash shall be placed elsewhere in any of the common areas and facilities.

All Trash and Recyclables to be picked up by private trash service shall be in proper receptacles, secured and contain secure lids. Said receptacles shall not be placed by the curb any earlier than after dark on the evening before the scheduled pick up and shall be removed from the curb and properly stored on the same day as the pickup occurs.

Each Unit Owner shall be obligated to maintain and keep in good order and repair his Unit, in accordance with the provisions of the Trust, and shall not sweep or throw or permit to be swept or thrown from their Unit, or from the doors and windows thereof, any dirt or other substance. The removal of snow from porches, stairs, roofs, patios and decks, which shall be the responsibility of individual Unit Owners, shall be permitted provided the disposal of snow is not placed upon the drives of others or the traveled area.

9. Exterior Apparatus

With the exception of permitted drying umbrellas and permitted solar arrays as regulated elsewhere herein, no television or radio antennas, or any other such device, or other items, shall 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.

Holiday decorations are limited to unit interiors, porches and patio areas only and must be removed no later than 30 days from the holiday so celebrated.

Trustees may approve a Unit Owner to install a bird feeder. However, bird feeders will only be allowed in the rear of a unit and shall be required to be installed away from a unit so as to not damage or dirty the exterior of a unit. Any cleaning or maintenance issues caused by the birds and/or birdfeeders including but not limited to power washing siding or increased mowing expense shall be the sole responsibility and expense of the unit owner. Approval shall be conditioned upon the feeder and the area around the bird feeder being maintained in a clean and orderly fashion.

Any and all easements for items defined within the Master Deed must be approved before any installation shall occur after the initial construction by Developer. After installation, all easements and operation of said items shall be governed and regulated by the Association through rules it may from time to time adopt, delete or change.

10. Access

The Trustees or the managing agent appointed by the Trustees, and any contractor or workman authorized by the Trustees or the said managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency when they can enter at any time without prior notification) for the purpose of inspecting such Unit and for the purpose of performing work.

11. Storage

No Unit Owner, or occupant, their family, guests, agents, servants, employees, licensees, or tenants shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except medical oxygen, such lighting and cleaning fluids as are customary for residential or residential medical use. Nor shall any party engage in any action related to prohibited substances, use and disposal as regulated by the Aquifer Protection Regulations.

12. Damage

Any damage to any building, equipment or common areas and facilities caused by a Unit Owner or such Unit Owner's family, visitor, or pet shall be repaired at the expense of the Unit Owner. Any failure to pay shall be included as an assessment against the Unit Owner.

13. Secured Points

Unit entry doors and garage doors shall be kept locked and secured at all times except when actually in use. Unit Owners may install, upon the common areas including doors and windows, deadbolts, locks and security systems with the prior approval of the Trustees.

14. Complaints

Complaints regarding the management of the Condominium or maintenance of the common areas and facilities, or regarding actions of other Unit Owners or occupants shall be made in writing to the Trustees. No Unit Owner shall attempt to direct, supervise or in any manner attempt to control or request favors of any employee of the Trust.

15. Vehicles

No heavy-duty vehicles (commercial trucks or pickup style trucks rated above 3/4-ton), recreational vehicles, boats, utility trailers, boat trailers and camper trailers and other wheeled equipment will be allowed within open areas of the condominium including all common areas and unit driveways and parking areas. Emergency overnight storage arrangements must be made with the Trustees. Commercial vehicles providing delivery or maintenance services to a unit during the daylight hours are permitted.

16. Patios, porches and decks

Patios, porches, and decks shall be kept in an orderly fashion. Unit owners shall not use them for storage of personal property (except grills and outdoor furniture in the summer months) or in any other way which detracts from the appearance of the Condominium. Grills may be used only in the patio and deck areas and fires must be controlled at all times. Excessive smoke, which annoys neighboring units, is prohibited.

17. Parking

Obstruction affecting the flow of traffic and potential passage of emergency vehicles over the roadway through the condominium complex is prohibited as a condition of these rules and regulations. Parking on the grass or tree belt is prohibited. No unregistered vehicles are to be stored in the common areas or in the unit owner driveway. Removal will be at the unit owner's expense. No more than two vehicles are allowed to be parked overnight in any unit driveway. Parked vehicles shall not obstruct sidewalks and other common areas.

18. Aquifer Restrictions

All Unit Owners acknowledge receipt of a copy of the Aquifer Protections Restrictions and shall ensure that they, their guests, agents and invitees shall abide by all terms of the Aquifer Protections restrictions as established which include the prohibition against the storage and use of materials hazardous to the aquifer. Unit owners shall be personally liable for any violations committed by them and shall indemnify and hold the Association harmless in the event of a violation.

19. Plants, Plantings and Gardens

Perennial and/or annual plants may be planted in a bed created and maintained by the unit owner. Vegetables shall not be permitted to be grown in these beds. Said bed will be covered with mulch to match the shrub beds except for any bed installed against the garage wall in front of the front porch rail. In this bed, only, owners may

use any ground covering they desire and display any items as long as they are not political or religious, make sounds or create odors along with planting of annuals and perennials. Additional beds may be maintained parallel to the foundation extending from the foundation the same distance as the shrub beds and using the same mulch to match shrub beds. No bed shall encroach in a common area in such a way as to cause interference or to create additional mowing efforts. Unit Owner shall be responsible for maintaining said plants in a neat and orderly fashion. All annual plantings will be removed at the end of the season or when dead, whichever comes first. Perennials will be cut back at the end of season. No plants or items can touch the units and must allow air flow so as to not cause mold on the buildings.

Flowers planted in containers on steps, patios, porches and decks are subject to the same rules as bedding plants. The plantings shall be in keeping with the character of the Condominium.

20. Garden Area

If the Unit owner does not have an approved Pet enclosure, Trustees may approve a vegetable garden area enclosure. An approved garden area enclosure shall require Unit Owners to fence, at Unit Owner's expense, a garden area. Said area shall be directly in the back of the applying Unit Owner's unit and shall comply with all town setback regulations. The design of any enclosure shall be limited to 16' X 16' and shall be constructed to the specifications as determined by the then acting Trustee(s).

No Unit Owner shall fertilize or otherwise treat any lawn area in the garden area enclosure or any common area.

No cannabis shall be grown in any garden area or elsewhere in common areas.

All plants will be removed if they are unhealthy, diseased or dead. In any event all plants shall be removed at the end of the growing season.

Any unit owner requesting and receiving approval for a vegetable garden area enclosure shall be responsible for maintaining the same. Unit Owner shall be responsible for the additional cost of mowing and trimming the enclosed area and the area surrounding both sides of the installed fences. Trustee permission is conditioned upon the payment by Unit Owners of all such additional costs and adherence to these bylaw provisions. The Trustees further reserve the right that, upon the failure to maintain the garden area enclosure area, the Trustee may cause or direct that the enclosure be removed at which time the Unit Owner's right to a garden enclosure shall be terminated.

Garden Areas may include seating, tables and suitable outdoor furniture. The ground surface of the garden area may be covered with permeable or impermeable surfaces and must be contoured away from the building to ensure proper water flow away from the foundation of the building.

21. Solar

The Master Deed has included the right for parties to request to Trustees to allow a Unit Owner to establish an easement over a portion of the roof serving their Unit for the purposes of installing and maintaining Solar Panels. Any unit owner desiring to install a Solar Panel System on the roof must complete an application in a form approved by the Trustees and provide the Trustees with plans and specifications for the proposed installation. Should said installation be anticipated at the time of the construction of the unit, the Developer, as initial Trustee shall act in that capacity for purposes of this regulation.

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.

The Trustees may in their discretion approve or deny the application or approve the application with conditions including the payment of a fee (the fee shall be directly related to any costs incurred by the Association related to review and approval of the Unit Owner's application, said

fee shall be in addition to the deposit in section 4 of this regulation) to the Association. 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.

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. All wires leading from the panels to any controls must be encased in the walls of the unit or otherwise hidden behind fascia board or siding and not be allowed to be exposed on the exterior siding or elsewhere.

A structural engineering assessment of the roof structure and an analysis of the roof warranty may also be required. The costs of any such assessments or any other cost borne by the Trustees in contemplating approval shall be paid by the Unit Owner prior to any final decision and regardless of the Trustee's final decision.

As a condition of approval, the unit owner will be required to enter into a written Agreement with the Trustees for the exclusive use of the Condominium's roof in a form to be determined by the Trustees. The Agreement will be prepared by the Association's counsel and will include but not be limited to the following conditions: a.) the unit owner shall be responsible for the cost to install, repair and maintain the Solar Panel System; b.) the unit owner shall be 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 shall insure the Solar Panel System at his/her cost and expense. 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 run with the unit; e.) all costs incurred by the Association related to the application for installation of the Solar Panel System including but not limited to the Association's attorney's fees for drafting, completing and recording the easement agreement will be paid by the unit owner; and 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.

At the time the application is approved in addition to the costs forth herein the unit owner will pay a deposit of \$1,000.00 to be held by the Association while the Solar Panel System is on the roof. The deposit will be refunded to the then-owner of the unit if and when the Solar Panels are removed and the roof is restored at unit owner expense to its original panel-less condition.

22. Common Area Conduct

To the extent applicable, all conduct by Unit Owners and their agents, guests or invitees on common areas shall be governed by these rules and regulations. Further all Unit Owners, their agents, guests or invitees shall adhere to any and all municipal rulings, laws, regulations, subdivision approval regulations and including but not limited to those restrictions placed upon activity within aquifer areas in the condominium development.