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**THE MILL AT STONEY BROOK  
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**EXHIBIT A TO BYLAWS  
THE MILL AT STONEY BROOK TRUST RULES**

(Note: Definitions of initial capitalized terms are as found in Article 1 of the Master Deed.)

**ARTICLE I: USE OF UNITS**

**Section 1.1. Single Families.** Units are limited to the occupancy by single families.

**Section 1.2. No Commercial Use.** No industry, business, trade or commercial activities, other than home professional pursuits without public visits, shall be conducted, maintained or permitted on any part of the Condominium, nor shall any signs or other signs, window displays or advertising except for a name plate or sign not exceeding four square inches in area, on the main door to each Unit be maintained or permitted on any part of the Property or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

**Section 1.3. Access by Trustees.** The Trustees or its designated agent may retain a pass key to all premises for use in emergency situations only. No Unit owner shall alter any lock or install a new lock on any door of any premises without immediately providing the Trustees, or their agent, with a key therefor. At the Unit Owner's option, he may provide the key be closed in a sealed envelope with instructions that it only be used in emergencies with a report to him as to each use and the reason therefor.

**Section 1.4. Electrical Devices or Fixtures.** No electrical device creation electrical overloading of standard circuits may be used without permission from the Trustees and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Areas is prohibited; any damage resulting from such misuse shall be the responsibility of the Unit Owner in whose Unit it shall have been caused.

**Section 1.5. Trash.** The area outside of the buildings and units shall be kept free of trash, junk and unsightly material. No storage will be permitted in any Unit in such manner as to permit the spread or encouragement of fire or vermin.

**Section 1.6. Displays Outside of Units.** Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building or on trees, and no sign, awning, canopy, shutter, satellite dish or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Trustees or such committee established by the Trustees having jurisdiction over such matter; if any. Units 10 through 18 are restricted regarding window treatments per Article XIX, Section 19.1 of The Declaration.

**Section 1.7. Painting Exteriors.** Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Trustees or such committee then established by the Trustees having jurisdiction over such matters, if any.

Section 1.8. Cleanliness. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.

Section 1.9. Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

## ARTICLE II: USE OF COMMON AREAS

Section 2.1. Obstructions. There shall be no obstructions of the Common Areas, nor shall anything be stored outside of the Units without prior consent of the Trustees except as hereinafter expressly provided.

Section 2.2. Trash. Except on designated pickup days, no garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials will be permitted in Common Areas, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of the building or exposed.

No garbage cans or trash barrels shall be placed outside the Units or buildings. No accumulation of rubbish, debris or unsightly materials will be permitted in Common Areas, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of the building or exposed. All trash must be put in the dumpsters provided. Construction debris must be removed from the premises, not placed in the trash bins.

Section 2.3. Storage. Storage of materials in Common Areas or other areas designated by the Trustees, including Storage Lockers shall be at the risk of the person storing the materials.

Section 2.4. Proper Use. Common Areas shall be used only for the purposes for which they were designated. No person shall commit waste on the Common Areas or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Areas which interferes with, or limits the enjoyment of the Common Areas by all others.

Section 2.5. Trucks and Commercial Vehicles. Trucks and commercial vehicles, including vans used for commercial purposes, boats, trailers, and recreational vehicles, are prohibited in the open parking areas and driveways, except for temporary loading and unloading. Unregistered vehicles are not permitted.

Section 2.6. Mail Boxes. Mailboxes are located in an open wood shelter on the rear garage of Building C directly behind (or attached to) garage Unit C-2 in the North parking lot and in the lower entrance foyer. There is one mailbox for each dwelling Unit which will be designated at the time of closing.

Section 2.7. Atrium. Approximately centered in the main building is a two story sky-lit atrium with planters and efficiency kitchen consisting of sink, disposal, dishwasher and refrigerator. The atrium is designed for the common use of the Owners and their guests. At the discretion, and with the written permission of, the Trustees, the atrium may be reserved for individual use by an Owner subject to applicable Rules and Regulations that may be adopted by the Trustees. A deposit is required for use of the Atrium. The deposit will be returned if the Atrium is left in the condition it was previous to the special function. Users of the Atrium will be responsible for any damage.

### ARTICLE III: ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1. Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Areas, 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, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instruments or operate or suffer to be operated electronic equipment at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2. Compliance With Law. No immoral, improper, or offensive or unlawful use may be made of the Condominium and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the Town of South Hadley and shall save the Trust or other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 (As Amended August 5, 1996) Pets. No dogs may be kept upon the premises. A maximum of two (2) cats kept indoors at all times are allowed to be kept in an individual condominium unit. Any pet(s) kept in the unit must be registered with the management company. Unit owners who had a dog on the premises as of June 5, 1990 will be permitted to continue to keep their dog until the death or disposition of the dog.

The Board of Trustees reserves the right to levy a fine or fines against a unit owner whose pet causes a disturbance either by noise, conduct or offensive odor. After repeated complaints, the board may at its sole discretion determine that the pet must be removed. Unit owners are responsible for any damage caused by their pet. Charges to restore or replace the damaged property, including labor and materials, will be the responsibility of the pet owner.

Section 3.3. (As Amended June 5, 1990) Pets. No domesticated pets shall hereafter be kept upon the premises of the condominium by and Unit Owner or occupant. This prohibition shall

not be applicable to dogs or cats of owners residing in the condominium prior to June 5, 1990. Subject, However the following conditions:

- (1) The Unit Owner or occupant has prior to June 5, 1990, identified and registered the domesticated pet with the Board of Trustees.
- (2) The domesticated pet shall not be replaced in the event of death or disposition or in the event the animal is absent from the premises for longer than sixty (60) days.
- (3) No domesticated pet shall be permitted in any portion of the Common Areas unless carried or on a leash.
- (4) No domesticated pet shall be curbed on any walkway, driveway, parking area or lawn.
- (5) The registered owner shall be responsible for compensating any person for personal injury or property damage caused by such pet and shall hold the Trust and individual Trustees harmless from any claim whatsoever resulting therefrom.
- (6) Any domesticated pet permitted to remain upon the condominium premises because of having been acquired prior to the adoption of this regulation prohibiting the same shall be subject to the following in the event of improper or annoying behavior or the domesticated pet or violation of the foregoing conditions:
  - A.) First offense- \$ 50 Fine
  - B.) Second offense- permanent removal from the premises upon 30 days written notice from the Trustees or the Managing Agent.
- (7) It is the responsibility of all Unit Owners to notify any Trustee or the Managing Agent of any violations in writing. The complaint must state the date, time and location of the offense.
  - A.) Violators will be afforded the right of appeal before the Board of Trustees as long as the appeal is received in writing by the Managing Agent or Board of Trustees within 10 days of being notified of the Violation. The Board of Trustees will be afforded the right to waive the fine, but not the First offense notice.
- (8) The Owner the unit in which any registered domesticated pets are kept shall be responsible for the conduct of the pet and any violation of this regulation.

In the event of any assessment of costs of removal or fines for violation of the regulation, such assessments shall constitute a lien upon the Unit owned or occupied by the registered owner of the pet pursuant to the provisions of Massachusetts General Laws Chapter 183A, Section 6.

This regulation shall also apply to guests or other invitees of all Unit Owners and occupants who are expressly prohibited from bringing any domesticated pet upon any part of the premises or

into any Condominium unit. This regulation shall not apply to seeing eye dogs for those persons holding certificates blindness and necessity therefor (20/200 in the better eye).

Section 3.4. Indemnification of Actions of Others. Unit Owners shall hold the Trust and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5. Employees of Management. No Unit Owner shall send any employee of the Manager out of the property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners.

Section 3.6. Damage of Common Areas by Renters. A fee of seventy-five dollars (\$75.00) shall be assessed to any Unit Owner each and every time a tenant of a rental unit moves in or out of the Condominium. This fee is put in place to defray costs of wear and tear of entrance areas because of movers.

#### ARTICLE IV: INSURANCE

Section 4.1. Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance of any of the Buildings, or contents thereof, without the prior consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in the Condominium which will result in the cancellation of insurance coverage on any of the Buildings, or contents thereof, or which would be in violation of any law.

Section 4.2. Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Trust and with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 4.3. Reports of Damage. Damage by fire or accident affecting the Condominium, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a Trustee by any person having knowledge thereof.

#### ARTICLE V: RUBBISH REMOVAL

Section 5.1. Location of Containers. Trash container locations will be designated by the Manager. Pickup will be from those containers only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited in the bins within that location and the area is to be kept neat, clean and free of debris.

Section 5.2. Long Term Storage in Units. Long term storage of rubbish in the Units is forbidden. Outside of Units, trash will be deposited in containers only.

## ARTICLE VI: MOTOR VEHICLES

Section 6.1. Compliance with Law. All persons will comply with Massachusetts Laws and Department of Motor Vehicle regulations on the roads and drives and properties.

Section 6.2. Registration. At the option of the Trustees, all vehicles of employees, agents, owners, and occupants regularly using the premises must be registered with the Manager and all vehicles parking for more than four hours may either display a vehicle sticker or carry a guest pass card. Construction and management vehicles not registered would be identified by a special pass card.

Section 6.3. Registration Application. The Manager will register vehicles on a special application form. The form will provide that registered vehicles parking in "no parking" areas, on the pavement or blocking access, tire lanes, or otherwise improperly may be towed at the owner's expense as a Special Charge. (Option of the Trustees)

Section 6.4. Guest Pass. Vehicles parked on the property for more than 4 hours without a guest pass (or sticker) will be deemed trespassers and will be removed. Guest passes will be issued to Owners requesting them. They will be registered in the name of the Owner who upon receipt of the passes, will assume responsibility for the actions, and towing charges of the vehicles displaying such passes, as a Special Charge. (Option of the Trustees)

Section 6.5. (As amended 9-23-86) Limitations on Use. No more than two vehicles per residential unit may be registered to park upon the premises provided one such vehicle is garaged.

Section 6.6. Visitor Parking. Except where special arrangements are made, vehicles displaying visitor cards are limited to three days parking.

Section 6.7. Snowmobiles and Off Road Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped, and actually used by licensed drivers on the paved portions of the property.

Section 6.8. (As amended 9-23-86) Parking Prohibitions and Restrictions. Parking of vehicles in such manner as will block access to garages, sidewalks, in fire lanes or perpendicular to drives or clear two lane vehicle passage in driveways is prohibited. Parking of authorized vehicles in open spaces shall be restricted to a reserved area designated by Unit number and each such parking space shall be reserved for the exclusive use of the designated Unit. Parking of any other vehicles in a space reserved for the exclusive use of the designated Unit without prior consent of the unit resident is prohibited and any violations of the foregoing will be subject to one or more of the following sanctions:

- 1) Towing of vehicles at violator's expense for which neither the designated unit residents, the Trust nor the Trustees assume any responsibility;



- 2) A \$10.00 per day fine for the second offense;
- 3) A \$25.00 per day fine for subsequent offenses;
- 4) Loss of on premises parking privileges; and
- 5) Prosecution of violators for trespass.

#### ARTICLE VII: GENERAL ADMINISTRATIVE RULES

Section 7.1. Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers and may be added to, amended or revoked at any time by resolution of the Trustees, subject to Notice or Comment or Notice and Hearing, at the option of the Trustees.

Section 7.2. Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Trustees or an appropriate committee.

#### ARTICLE VIII: GENERAL AMENITY RULES

Section 8.1. Limited to Occupants and Guests. The grounds, stream bank and atrium are limited to use of Unit owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Trust harmless from damage or claims by virtue of such use.

Section 8.2. Boisterous Behavior Prohibited. Boisterous, noisy, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others is prohibited.

Section 8.3. Reserved Areas. Specific portions of the facilities, or specific times of recreational schedules may be reserved, or priority given, to certain groups. Such reservations and scheduling shall be done by management personnel, and shall be effective after posting at such facility or publication in the newsletter.

Section 8.4. Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether parents are present or not.

Section 8.5. Ejectment for Violation. Unit Owners, members, guests and tenants may be summarily ejected from a facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and thereafter, suspended for the period established following such Hearing.

Section 8.6. (As amended 8-12-87). Proper Use. Facilities will be used for the purposes for which they were designed. Equipment, decks and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others.

Section 8.7. (As amended 8-12-87). Roof Access. No persons other than persons authorized as hereinafter defined (except for Fire Department and Police Department personnel in the case of emergencies) shall be permitted upon any roof of the Condominium Building or garages. The Trustees have designated and authorized certain specific companies and their personnel to service or repair roof areas, heat pumps and other equipment situated upon the roof. Only those persons are authorized to walk upon the roof. The names, addresses and telephone numbers of those authorized companies and personnel are available from the Trustees upon request by a Unit Owner for the same and in the case of needed servicing or repair, Unit Owners should contact such authorized companies. If a Unit owner engages a company or other persons who have not been previously authorized by the Trustees to go upon any roof, it shall be the Unit Owner's responsibility to first obtain authorization from the Trustees to do so before such company or personnel enter upon any roof. Any company or personnel entering upon any roof and the Unit Owner engaging such unauthorized company or personnel without prior authorization shall be responsible for all damage thereto including the cost to repair. Such Unit Owner shall also be subject to a fine of \$100 for each offense and each such fine shall constitute a lien upon the Unit of the Owner subject to the provisions of Massachusetts General Laws Chapter 183, Section 6.

Certified to be the initial Rules adopted by the Trust on its date of organization, amended on September 13, 2004.

*Catherine Dell*

Secretary

Note: Amendments to the initial Rules have been incorporated as indicated, and sections applicable to the original Declarant only have been deleted.

ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER  
 MARIANNE L. DONOHUE