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SPAULDING CONDOMINIUM RULES AND REGULATIONS

Revised May 2019

Approved by Owners 11-6-19

SPAULDING CONDOMINIUM (the "Condominium") in Amherst, Massachusetts, has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of SPAULDING CONDOMINIUM 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 a 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, guests, and invitees thereof and any occupants of Units in the Condominium.

The Rules and Regulations may not please everyone, as it is impossible to satisfy each and every individual. The Trustees, however, feel that the Rules and Regulations will not only satisfy the great majority of the occupants of the Condominium, but will enhance the experience of all persons living in the Condominium.

- (1) No obstruction of Common Areas: Unit Owners shall not cause nor shall they suffer obstruction of common areas and facilities except for storage in any assigned storage bins or except as the Trustees may in specific instances expressly permit.
- (2) Effect on Insurance: No Unit Owner shall use their Unit in such a fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangements with the Trustees providing for the payment of such increased insurance costs by the Unit Owner concerned.
- (3) Nameplates: Unit Owners may place their names only in such places outside the Unit as may be provided or designated by the Trustees.

- (4) Speakers, Televisions, Musical Instruments: The volume of television sets, radios, music players, speakers, musical instruments, and the like shall be turned down between 11 P.M. and 8 A.M. 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.
- (5) Laundry: No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes or the like out of a Unit or from an appurtenant structure (e.g., porch, deck, or divider).
- (6) Signs: Unit Owners may not display "For Sale" or "For Rent" signs in the windows of their Unit nor may the Owners of Units place window displays or advertising in windows of such Units.
- (7) Abuse of Mechanical Systems: The Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.
- (8) 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 willfully 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 themselves, their family, servants, employees, agents, visitors, and licenses, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners.
- (9) Pets: Pets may not be kept in units that have been rented. Common household pets such as dogs and cats may be kept in Units by said owner of each unit or by members of their immediate family unless prohibited by the Trustees as hereinafter described. The owner of a pet assumes full liability for all damage to all person or property, and to the Condominium Trust, caused by such pet. In no event shall dogs be permitted in any part of the Condominium unless under leash. All pets must be licensed by the proper authorities, and the owner is responsible for getting said pets properly and fully inoculated. 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. Pets should not present a nuisance to any other Unit Owner.
- (10) Storage: There shall be no parking of baby carriages, or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Elements. All of the furnishings, items of personal property, effects, and other items of Unit Owner and persons claiming by through or under said Owner may be kept and stored at the sole risk and hazard of said Owner and 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 part of said loss or damage in excess of the amounts, if any covered by its insurance policies, is to be charged to or borne by the Condominium Trust

except that the Condominium Trust shall in no event be exonerated or held harmless from liability caused by its negligence.

- (11) Repair and Condition: Each Unit Owner shall keep their Unit and appurtenant structures (e.g., decks, porches, and dividers), where applicable, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substance.
- (12) Equipment Compliance: All radio, television, or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall full comply with all state and town ordinances and bylaws. Signal-emitting devices (e.g., wireless routers) must be used in a manner that does not unduly interfere with another Unit Owner's devices.
- (13) Flammable Materials: No Unit Owner or any of their agents, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Elements of the Buildings any gasoline, kerosene, 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.
- (14) Rental of Units: No such two-bedroom Unit shall be used for any purpose other than as a dwelling for two persons or less not constituting a family or by one family of not more than four (4) persons, and no such three-bedroom Unit shall be used for any purpose other than a dwelling for three persons or less not constituting a family, or by one family of not more than five (5) persons. For this purpose, family shall be taken to mean a group of persons all related by blood or marriage. No business activities of any nature shall be conducted in any such Unit. No Unit shall be rented, let, leased or licensed for occupancy by others than the Owner's family until the Owner files an application for approval of tenants on forms provided by the Trust or Management Company together with a copy of the Rules and Regulations signed by the proposed tenants, and receives approval from the Trustees. It is the Owner's responsibility to see that all parties involved comply with all rules and regulations in this document.
- (15) Parking: Each unit will be issued two (2) parking stickers and one (1) guest parking pass. Two motor vehicles may be parked in front of each unit. The guest pass is to be utilized simply for visitors who may park at the back of the lot along the hill for no longer than a seven (7) day period. Guest passes may be borrowed from other unit owners in the event 2 or more guests are present. All vehicles must be or have recently been in working condition and be current on their state vehicle inspection.
- (16) Washing of Cars: Upon the recommendation/request of the Amherst Conservation Commission, no washing of cars or other items which would introduce soaps, detergents, petroleum products or the like into the area shall be allowed.

- (17) Snow Removal Policy: Unit Owners are to make reasonable efforts to adhere to the Snow Removal Policy distributed by the Property Management Company. Repeated failure to adhere to the policy in a manner that impairs the timely removal of snow by a contracted service provider or the ability of another Unit Owner to move their vehicle or navigate common areas may result in a fine. Arrangements should be made to allow someone to move vehicles that will be left unattended for longer than seven (7) days.
- (18) Trash and Trash Receptacles: All trash must be housed within the Owner's Unit or in the Condominium's designated trash and recycling bins. The common areas of the property shall be kept free and clear of all rubbish, debris, and other unsightly materials. All materials deposited in the Condominium's receptacles must fit inside the receptacle and comply with the rules of that receptacle so as to not contaminate its contents or result in a penalty by a contracted trash disposal service.
- (19) Violation of Rules and Regulations: Any Unit Owner may notify the Trustees in writing of a violation of a rule or regulation described in this document by another Unit Owner or an agent related to them. Alleged violators will be contacted by the Trustees and be given the opportunity to respond to any and all alleged violations within a week of being notified. The Trustees will then decide in a timely fashion if a rule or regulation has been violated, notifying both the complainant and alleged violator in writing of the allegation and the Trustees' decision, which must be unanimous to be enforceable. Violators will be given two additional written notifications if the violation is not addressed before being assessed a fine. The amount of the fine will be decided at the Trustees' discretion and may be up to \$100 per day (2019 U.S. Dollars) until the violation is resolved, as deemed by the majority (51%) of the Trustees. Proceeds from any fines will be deposited in the Condominium Trust unless the Trustees, via unanimous decision, designate the fine in whole or part to an Owner as restitution.

Jennifer Bednarcyk Expiration of Term: November 2020

Rodrigo Zamith Expiration of Term: November 2020

Saida Safie Expiration of Term: November 2020

Jennifer Bednarcyk - Trustee of Spaulding Condominium

Rodrigo Zamith – Trustee of Spaulding Condominium

Saida Safie – Trustee of Spaulding Condominium

Dated at Amherst, Massachusetts, this <u>lo</u> day of <u>November</u>, 2019. Owner, Kendrick Property Management **COMMONWEALTH OF MASSACHSUETTS** Hampshire County, SS. Then personally appeared the above-named Donna W. Golec and acknowledge the truth and accuracy of the foregoing statements to the best of her knowledge and belief, before me. On this _____ day of November _____, 2019 , before me, the undersigned notary My Commission expires: $8/\partial \theta/25$ ATTEST: HAMPSHIRE, July Olberding, REGISTER