

Lovell House Rules and Regulations

Schedule A

The Trustees of Lovell House Condominium Trust, being responsible for the administration, operation, and maintenance of the Condominium pursuant to the By-Laws of the Condominium Trust, have adopted the Rules and Regulations set forth below as recorded at the Hampshire County Registry of Deeds on January 7, 2019 in Book 13174, page 137, and amended on February 08, 2021 and filed with the Hampshire County Registry of Deeds in book 13971, page 186.

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 Declaration of Trust and By-Laws are used hereon, with the same meaning as used in said documents, except that whenever those 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 shall, in addition, when the concept permits, include all guests, tenants and invitees.

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 residing within the Condominium.

1. NO OBSTUCTION OF COMMON AREAS

The driveways, sidewalks, entrances, and other common areas shall not be obstructed or used for any purposes, other than their intended purposes. No articles shall be stored or permanently placed in the common areas without the express written permission of the Trustees.

2. AFFECT ON INSURANCE

No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees or other Unit Owners on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increases in premiums may be made by specific arrangement with the Trustees, providing for the payment of such increased insurance costs by the Unit Owner responsible.

3. NAMEPLATES AND SHINGLES

Unit Owners may place their names only in such places outside the Unit as may be provided for or designation by the Trustees.

4. RADIOS, PHONOGRAPHS, MUSICAL INSTRUMENTS

The volume of television sets, radios, phonographs, musical instruments, and the like shall be turned down between 7:00 pm and 7:00 am and shall at all times be kept at a sound level which will not unreasonably disturb or annoy the occupants of the Condominium.

5. PARKING

All automobiles shall be parked only in the parking spaces so designated for that purpose by the Trustees. Parking of vehicles other than passenger automobiles is prohibited unless with the written consent of the Trustees.

6. ABUSE OF MECHANICAL SYSTEMS

The Trustees may charge to a Unit Owner the cost of repair or replacement of the mechanical, electrical, or other building service systems of the Condominium caused by such Unit Owner through misuse of those systems.

7. 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 unreasonable annoyance or nuisance to the other unit Owners or occupants. No Unit Owner shall make or permit any unreasonable disturbing noises by themselves, guests, tenant, or invitees or do or permit anything to be done by such persons which will interfere with the rights, comforts, or convenience of other Unit Owners.

8. STORAGE

It is understood that all of the furnishings, items of personal property, effects and other items of the Unit Owner and persons claiming by, through, or under said Unit Owner may be kept and stored at the sole risk and hazard of the Unit owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by 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 be borne by the Condominium Trust.

9. REPAIR AND CONDITION

Each Unit Owner shall keep his Unit 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 thereof any dirt or other substance. No cigarette butts shall be thrown onto the ground of the Condominium.

10. EQUIPMENT COMPLIANCE

All radio, television, computer, or other electronic equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of Board of Fire underwriters or similar board and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage. No radio or television aerial, or satellite dish, shall be attached to or hung from the exterior of a Unit without the prior written approval of the Trustees.

11. FLAMMABLE MATERIALS, ETC.

No unit Owner or any of his guests, tenants or invitees shall, at any time, bring into or keep in his Unit (excluding his appurtenant Garage unit) or any portion of the Common Elements any gasoline, kerosene, or other flammable, combustible, or explosive fluid, material, chemical, or substance, with the exception of such lighting, cleaning, and other fluids, materials, chemicals, and substances in such quantities as are customarily incidental to residential use.

12. REAL ESTATE TAXES

For so long as the Condominium is assessed as a single property rather than as separate Condominium units, Unit Owners will be billed by the Trustees for their respective portions thereof (each Condominium Unit's common area percentage, of the total tax bill) during each billing period, which bill shall be accompanied by a copy of the tax bill issued by the Town of Amherst. Each Unit Owner will forward payment of his percentage interest in the total tax bill to the Trustees by check made payable to the Town of Amherst for late payment, together with costs of collection thereof incurred by the Town of Amherst for late payment, together with costs of collection thereof incurred by the Trustees, including reasonable attorney's fees. If taxes are collected by holders to forward payment as above required.

13. TOWN OF AMHERST PERMITS AND APPROVALS

No Unit Owner may do anything which will in any way violate or be prohibited under the following approvals from the Town of Amherst. Any attempt to revise or modify the underlying approvals must be with written approval of the Trustees:

- ZBA FY 2016-000230 Dated 8/12/2016
- Management Plant-Dated 4/12/2016
- Site Plan-Dated 9/28/2017

Parking:

Each condominium Unit will have the deeded parking spaces indicated on the Master Deed, for their exclusive use. Each individual Unit's parking is located at the interior of the property. Parking is accessed from a shared driveway which is 10' wide at the property entrance from North Prospect Street.

Lighting:

Proposed exterior light fixtures will be "Dark Sky" approved wall sconces; please see attached pictures. Each unit front and back door, garage people door and garage car door and porch will be illuminated with the fixture which has a maximum of 60-watt bulb and approximately 10' light spread at the ground. There will be no other site or pole lighting.

Signage:

There will be no signage other than as required to identify the units for emergency services.

14. AMENDMENTS

Trustees may also approve the minutes of any meeting through the use of electronic means (including email, video- or tele-conferencing, fax, or PDF files transmitted over the internet).

The Trustees and Unit Owners to vote on matters properly before each such body by electron means (including by website, voting software, and/or email voting). The Trustees may, from time to time, pursuant to its rule-making authority se forth in this Trust, promulgate and amend policies related to the use and implementation of electronic meetings and voting.

- D. Electronic (via email) notices of any meetings shall constitute written notice.

15. UNIT USE POLICIES

Notwithstanding Section 8(c)-Use of the building and restrictions of the Master Deed and in order to preserve the owner -occupied residential quality of Lovell House, the following policies relate to unit use. Restrictions set-forth are for the protection of the property and the promotion of the purpose for which the association was created. Note: Any guideline may be waived by the Boards per 15.3.

15.1 Rental Policy

- a) Units are limited to occupancy as single-family residences. No student rentals are allowed.
- b) Units may be leased for a period of time not less than six (6) months.
- c) To preserve the owner-occupied residential quality of Lovell House and to assist future Trustees to restrict the number of rental units to no more than 30% of the units.
- d) An owner shall secure permission forms from the board of Trustees prior to advertising, listing, or executing a rental. Permission forms will be provided by the Association's managing agent.
- e) The board of Trustees shall respond to any request within fourteen (14) days.
- f) The Board of Trustees must be notified in writing of the terms and conditions of an approved lease including the names and contact information for all tenants.
- g) No subletting is allowed. This must be stated in any rental agreement signed with tenants.
- h) Tenants are allowed to have pets with permission of the Trustees.
- i) No owner may lease out a unit unless all the account of the owner are paid in full.
- j) All tenants must acknowledge receipt of the Rules and Regulations and must abide by them.

15.2 Occupancy Policy

- a) units are limited to occupancy as single-family residences. For a unit that is neither owner-occupied nor a rental, an owner shall secure permission from the Board of Trustees in writing of the terms and conditions of any proposed occupancy arrangement, including for family/relatives, that would exceed thirty (30) days. Student occupants living on their own are not allowed. Permission forms will be provided by the association's managing agent.
- b) The Board of Trustees shall respond to any request within fourteen (14) days.

c) The Board of Trustees must be notified in writing of the terms and conditions of an approved occupancy arrangement, including the names and contact information for all residents.

d) All residents must acknowledge receipt of the Rules and Regulations and must abide by them.

15.3 Waiver Policy

Appeal of the denial of any occupancy or rental application may be made to the Board of Trustees. The grant of any one waiver or variance by the Trustees shall not be interpreted as a departure from the policies set forth in 15.1 and 15.2.

15.4 Fine Policy

a) A fine of ONE THOUSAND DOLLARS (\$1,000) will be imposed against any owner who fails to secure advance permission for occupancy, rental, or allows a tenant to sublet.

b) failure of any resident, tenant, or owner to follow the Rules and Regulations may result in fines against the unit owner (17.2).

16. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY UNIT OWNERS

No Unit owner shall make any structural alteration or improvement to their unit without informing and receiving consent of the Trustees. Contractor information, including license, insurance certificate, and contact information shall be included in any written request. Requests shall be submitted to the Association's managing agent who, in turn will share with the Trustees.

The Trustees shall have the obligation to answer any written request for approval within fourteen (14) days after such a request.

17. GENERAL

17.1 Any formal complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Association's managing agent who, in turn, will notify the Trustees.

17.2 Violations of these Rules and Regulations or the provision of any other Condominium instrument shall be punishable by a fine from One Hundred and 00/100ths (\$100.00) to Five Hundred and 00/100ths (\$500.00) per violation per day for each day as determined by the Trustees such violation persist after notification by the Trustees. Said fine may be assessed exclusive and addition to any costs incurred by the Trust as a result of and to remove, eliminate or bring about the cessation of violation. The amounts due, if not paid when due, shall constitute a lien on the unit assessed.