

MOUNTAIN VIEW CONDOMINIUMS, SOUTH DEERFIELD, MA
RULES AND REGULATIONS

MOUNTAIN VIEW CONDOMINIUMS (the "CONDOMINIUM"), in Deerfield, Massachusetts, has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Board of Trustees, who are 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 herein.

In order for Unit Owners to better understand the RULES AND REGULATIONS, the defined terms used in the MASTER DEED of the CONDOMINIUM and the DECLARATION OF TRUST (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. These Rules and Regulations shall apply to the entire CONDOMINIUM, including, but not limited to, the Units, Common Area, and Limited Common Area to which a Unit Owner has been given exclusive use and all facilities of 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, limited common areas, and facilities, except as the TRUSTEE(s) may in specific instances expressly permit. This includes, but is not limited to, temporary and permanent play structures, tents, saunas, and hot tubs.
2. Effect on Insurance. No Unit Owner shall use his or her Unit in such a fashion as to result in the cancellation of insurance maintained by the TRUSTEE(s) 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 arrangement with the TRUSTEE(s), 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 for or designated by the TRUSTEE(s).

4. Radios, Music Players, Musical Instruments, TVs. The volume of television sets, radios, music “players” (i.e. CD and M3P players, iPods, etc.), musical instruments, and the like shall be turned down between 11:00pm and 8:00am 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, clothing, sheets, towels, rugs, drapes, or the like out of a unit or from the deck. Clotheslines are prohibited.

6. Signs. Unit Owners may not display “For Sale” or “For Rent” signs in windows of their Unit, nor may Owners of the Units place window displays or advertising in windows of their Units.

7. Abuse of Mechanical Systems. The TRUSTEE(s) 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. Residents of each unit will be responsible for keeping the sump pump(s) clear of debris, mud, and other such materials pursuant to Section 5 of “Unit Description” in the Master Deed, and will be responsible for reporting failure of the sump immediately to the Board or the Property Management Company.

NOTE: Sump pumps located at the rear wall of a Unit basement are the responsibility of the CONDOMINIUM Association. Sump pumps located at the front wall (if applicable) of a Unit basement are the Unit Owner's responsibility.

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 become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make, nor do, nor permit anything to be done by himself, his family, employees, agents, visitors, lessees, and/or licensees, that will interfere with the rights, comforts, or convenience of other Unit Owners. This includes, but is not limited to, solar lights, etc., and also fireworks and/or firecrackers, which are not permitted under the laws of the Commonwealth of Massachusetts.

9. Pets. Owner occupied units are allowed pets in accordance with the PET POLICY. Renters are not allowed to have pets. Common household pets, such as dogs and cats, may be kept by Owners in the Units unless prohibited by the TRUSTEE(s) as hereinafter described (ALSO, see PET POLICY attached). The owner of the pet assumes full liability for all damage to all persons or property, and to the CONDOMINIUM TRUST, caused by such pet. In no event shall dogs be permitted in any part of the CONDOMINIUM common areas unless under leash. All dogs must be licensed by the proper authorities. Unit Owners are responsible for getting pet dogs and cats 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 the Unit or other portions of the CONDOMINIUM. Upon written complaint of any Unit Owner to the

TRUSTEE(s) that a pet kept in any Unit or within the CONDOMINIUM is a nuisance, the TRUSTEE(s) may prohibit the presence of said pet within the CONDOMINIUM. No such action of the TRUSTEE(s) shall be taken without a meeting, at least three days' written notice thereof to the Unit Owner responsible for said pet, and the opportunity at the TRUSTEES' meeting for the Unit Owner responsible for the pet to be heard.

10. Storage. There shall be no parking of vehicles, baby carriages or playpens, bicycles, wagons, toys, 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 or 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 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 and shall in no event be exonerated or held harmless from liability caused by its negligence.

11. Repair and Condition. Each Unit Owner shall keep his Unit and the deck or screened-in porch appurtenant thereto, if 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 doors or windows thereof, any dirt of substance.

12. Equipment Compliance. All radio, television, or other electrical equipment of any type or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

13. Flammable Materials. No Unit Owner or any of his 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. NOTE: Fire pits of any type or style are not permitted anywhere on the property.

14. Real Estate Taxes. Due to administrative requirements by the Town of Deerfield, Unit Owners are directly billed and are responsible for the real estate taxes on their individual Units.

15. Parking. No vehicles shall be parked on lawns or common areas of the CONDOMINIUM Association. Unit Owners will be responsible for the cost of repairing any lawn or common area damage cause by themselves, guests, lessees or invitees. No vehicles shall be left on jacks for more than 12 hours. There shall be no changing or disposal of motor oil or fluids on common areas.

16. Septic System Care: If your septic alarm goes off, please contact the Property Management Company immediately. They in turn will contact Greg's Septic. Please note that this is an "advance" alarm, and there is a 48-hour window in which nothing detrimental will occur with your septic system.

- a. No lawn shall be watered at any time without prior written consent of TRUSTEE(s)
- b. No garbage disposals shall be installed within any Unit.
- c. No fats, cooking oils, or garbage detritus shall be disposed of down the plumbing.
- d. Washers and dryers shall only be installed on the first floor and may NOT be relocated to the basement. New installations must include a drip pan with a direct drain for the washer.
- e. No insoluble materials (tampons, moist wipes, paper towels, cigarettes, diapers, etc.) are to be disposed of through the septic system.

17. Association Funds. No Unit Owner, guest, lessee(s) shall have the right to engage Association funds without the prior authorization of the Board of Trustee(s) or the Property Management Company. Any violation or unauthorized expenditure will be the responsibility of the Unit Owner. Any unpaid charges beyond 30 days will be subjected to late fees of 1.5% interest per month and together with attorney's fees or costs of collection shall constitute a lien on the Unit pursuant to the provisions of Section 6 or Chapter 183A.

18. Trash and Trash Receptacles. All trash receptacles must be housed within the Unit Owner's garage. If a Unit Owner has roadside trash removal, trash receptacles may be placed at the end of driveways on trash pick-up day or the night before only. The common areas of the property shall be kept free and clear of all rubbish, debris, and other unsightly materials.

19. Dryer Vents. Unit Owners should make sure that dryer vents are free and clear of lint built-up.

20. Changes to Outward Appearance of Property. Written requests (with rough diagram or photo, where appropriate) must be given to the TRUSTEE(s) regarding *any proposed changes to the outward appearance of property* (i.e., installing a garden, new plantings, changing front door color, adding a swing set, enclosing the deck, installing a screen door or new slider, etc.) in advance of said change, for review. Questions of responsibility for maintenance should be addressed (i.e., enclosed porches must be insured and maintained by Unit Owner).

21. Shrubbery, Gardens, Weeds. Individual Unit Owners are responsible for the trimming of shrubbery and removal (digging out) of weeds in front of, in back of, and on the side of their Unit along with any other garden areas. Unit owners are responsible for removing (digging out) weeds growing around meters, siding, and downspouts. Shrubs must be kept no higher than the midpoint of lower windows. Flower gardens must be

kept to within the defined perimeter of the building. Christmas trees may NOT be disposed of in the back woods – please bring them to the landfill.

22. Bird Feeders and Compost. Only feeders which are hanging from above or on posts are allowed. No compost or food is to be left on the ground or on decks for animals, in order to help prevent rodent infestations.

23. Deck maintenance. The structure and repair of the original decks is the responsibility of the Association. Decks are to be stained regularly; deck staining is the responsibility of the Unit Owner.

24. Rental of Units. Before any unit can be rented, an assent to rent application must be filed with the Property Management Company. Forms will be provided by the management company, along with a copy of the signed “acknowledgment page” stating that the prospective tenants have received the Association’s rules and regulations. A \$75 fee must be submitted for each rental application to cover the cost of a background check which includes a credit and criminal records check (see Rental Policy).

Amendments hereto may be made by MOUNTAIN VIEW CONDOMINIUM TRUST in accordance with the provisions of M.G.L. Chapter 183A, or as in Declaration of Trust, section 5.6, as amended.

10-6-16