

Hatfield Village Condominium Trust

Rules and Regulations

1. **No Obstruction of Common Areas and Facilities**
No one shall unreasonably obstruct any part of the common areas and facilities without prior consent of the Trustees.
2. **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.
3. **Toys, Baby Carriages**
No baby carriages, toys, playpens, or bicycles shall be placed on any part of the common areas and facilities except when such articles are in actual use by a unit owner or occupant or his/her family or guests.
4. **No Liability for Personal Property**
All personal property of the unit owners or any other occupant of a unit or their families or guests, whether in the units, or in the common areas and facilities, or 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 therefore.
5. **Radios, Sound Systems, Musical Instruments**
The volume of television sets, radios, sound systems, and musical instruments and the like shall not be operated in any manner which would result in sounds emanating from the unit being heard in any other unit.
6. **No Offensive Activity**
No noxious or offensive activity shall be carried on 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 or occupant shall do or permit anything to be done by his/her family, employees, agents, or visitors that will interfere with the rights, comforts, or conveniences of other unit owners or occupants.

7. Trash and Recyclables

All trash and recyclables must be placed in the proper receptacles designed for refuse collection. All receptacles, including those for pet waste, shall be kept in garages except for the evening before collection days and on collection days.

8. Exterior Apparatus

Under no circumstances shall any air conditioning apparatus, television, satellite dishes or radio antennas, clothes line, clothes rack, or any other device or other items (except those initially approved by or installed by Hatfield Village, LLC) 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. Awnings, outside railings, patio extensions, screen doors, and solar panels require Trustee approval. To request approval for any of these (with the exception of solar panels), please complete form called "Request for Approval of Exterior Apparatus other than Solar Panels" in Appendix 1, page 4. Requests for solar panels are covered by Rules 18 and 19.

9. Damage

Any damage to any building, equipment or common areas and facilities caused by a unit owner or occupant, or such unit owner or occupant's family, visitor, or pet shall be repaired at the expense of the unit owner.

10. Doors

For safety purposes, it is recommended that unit entry doors be kept locked and secured at all times except when actually in use.

11. 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 management company and Trustees. No unit owner shall attempt to direct, supervise, or in any manner attempt to control or request favors of any vendor or contractor hired by the Trust.

12. Speed Limits

Residents and guests must adhere to the 15 mph posted speed limits. Any violations of the limit, including that by a common carrier or similar entity, should be brought to the attention of the management company.

13. Flags

A single flag may be hung from the front porch pole.

14. Bird Feeders

To enhance resident safety, bird feeders may only be hung 12/2 to 3/30 (per MA GOV Wildlife Site) and only in back of units. Hummingbird feeders are exempted from this restriction.

15. Parking

Parking time for operative vehicles such as campers or trailers that must be parked in driveways for packing/unpacking shall be limited to 24 hours. When parking on the street, avoid placing tires on the grass.

16. Clothes Dryer Vent Maintenance

If the unit contains a clothes dryer, it is the owner's responsibility to have the dryer vent professionally cleaned once every three (3) years at the owner's cost. Unit owners are required to provide proof of dryer vent cleaning upon request. Failure to comply with this requirement may result in fines being levied for each day such violation continues after the unit owner receives notice of non-compliance. Reference is By-laws, Paragraph XIX (19), page 28, Violations By Unit Owners.

17. Grounds Maintenance

All unit owners need to sign the "Grounds Maintenance Agreement – Owner Responsibility" form attached hereto as Appendix 1, page 1. Any unit owner wishing to change plantings in front and/or back of his/her unit must complete the 'Request for Grounds Approval' and the 'Diagram for Proposed Changes' attached hereto as Appendix 1, pages 2-3. Restrictions may apply based on drainage and water flow issues. Forms must be submitted to the Board. The unit owner must receive Board approval of the request prior to commencement of any grounds changes.

18. Solar Panel Systems

Massachusetts General Laws Chapter 184 Section 23C states, in part, that any provision which purports to forbid or unreasonably restrict the installation or use of a solar energy system shall be void.

This law effectively amends Rules and Regulations numbers 1 and 8 which refer to obstructions of common areas, and installation of exterior apparatus, respectively. Rule number 4, regarding responsibility of the unit owner for all its personal property, and Rule number 9, regarding damage to the property, are not changed.

See Appendix 2, page 1, "Solar Panel System Installation" for details.

19. Policy Regarding Installation of Solar Panel Systems

Any unit owner desiring to install a Solar Panel System on the unit owner's roof, which is part of the Condominium common area, must complete an application in a form approved by the Trustees together with plans and specification for the proposed installation. See Appendix 3, pages 1-2, "Policy Regarding Installation of Solar Panel Systems."

20. Plantings at End of Privacy Fence

No trees or bushes shall be planted at the end of a privacy fence between the two units—this is common area.

21. Plantings Along Privacy Fence

Unit owners are responsible for maintaining any plantings along their side of the privacy fence in a neat manner. Unit owners not desiring plants along their side of the privacy fence may install rock or mulch at their own expense.

** Exclusive Use Areas (EUAs) are described in (d) I (vii) on page 3 of the Master Deed and include the driveway, patio and walkway which serve each unit. EUAs are considered part of the common areas and facilities, and as such, are subject to these Rules and Regulations.

Hatfield Village Condominium Trust
Grounds Maintenance Agreement: Owner Responsibility

All unit owners are required to complete this form and return it to the Board. This agreement will be in effect until a revised form is filed by you or your unit is sold. The responsibility for maintaining the plant beds around the units differs depending on the location. Owners may not remove any plants installed and/or approved by the Association without permission from the Board.

If you choose to maintain the front bed and it is not cared for, please understand that the Board will notify you that you have a week to rectify the situation. If you do not or cannot make the improvements, you agree that the Board will hire the landscape maintenance contractor to do the work and that you will be charged.

Beds in the Back of Each Unit:

The owner is responsible for maintaining all plant beds in the back of their unit. This includes the bed along the privacy fence that separates the two units and any additional planting area that an owner installs following Board approval. If owners do not want plants along the privacy fence, they may install rocks or mulch at their expense. Maintaining these areas means keeping them free of weeds and healthy.

_____ Please initial this space to show you will accept these responsibilities.

Beds in the Front of Each Unit:

The responsibility for maintaining the front bed of plants and bushes is a part of a contract the Association has with a landscape company. Some owners have changed the plantings following approval of the Board. The landscaping company will maintain all front beds unless you initial that you will be responsible and keep them weed free and healthy.

_____ Please initial this space **only if you want to accept responsibility for maintaining your front beds.**

Change of Unit Ownership:

When selling your unit, the new owner(s) must agree to keep the plantings and maintain them appropriately. If the new owner(s) does not wish to accept the plantings you have installed or the responsibility for their care, you must return the area to the original condition before the sale is completed.

_____ Please initial this space to show you will accept this responsibility if you decide to sell your unit.

Unit # _____

Print Name of Owner/Owners: _____

Signature of Unit Owner/Owners: _____

Date: _____

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REQUEST FOR GROUNDS CHANGES

Forms must be submitted to the Board by two dates, one Spring and one Fall, as announced yearly by the Board.

Name(s): _____ Unit # _____

Phone: _____ Email: _____

Description of Request (attach separate sketch/photo if appropriate):

Owner(s) Signatures:

Date: _____

Board Decision: Approved _____ Denied _____ Date: _____

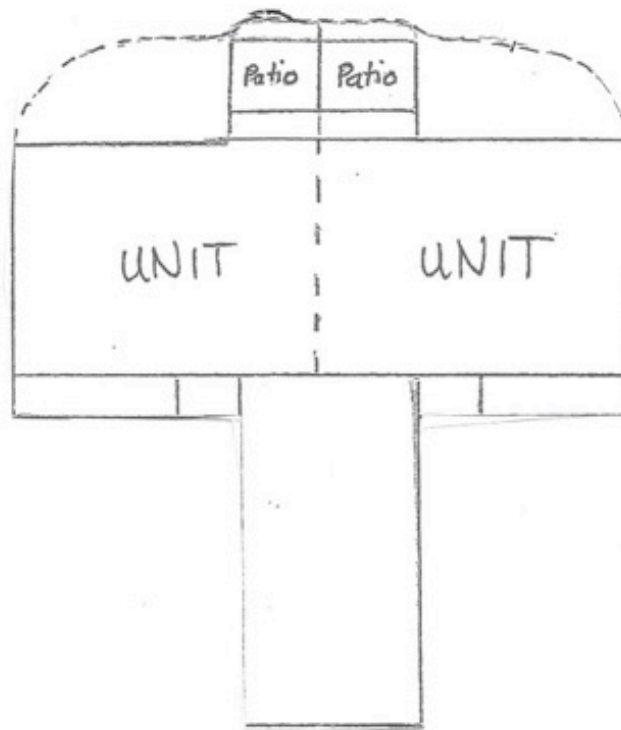
Board Comments:

Hatfield Village Condominium Trust

Diagram of Proposed Grounds Changes

A planted border may be added that extends out no further than 3' from the end of a patio. The ends of this border must be curved to make mowing and trimming easier.

A planted area may be incorporated from the end of a patio over to the end of a unit. This area must have curved edges to make mowing and trimming easier.



Please submit to Board showing your proposed changes.

Revised March 25, 2020

Appendix 1, Page 3

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REQUEST FOR APPROVAL OF EXTERIOR APPARATUS
OTHER THAN SOLAR PANELS
(See Rule 8)

Name(s): _____ Unit # _____

Phone: _____ Email: _____

Description of Request (attach separate sketch/photo if appropriate):

Owner(s) Signatures:

Date: _____

Board Decision: Approved _____ Denied _____ Date: _____

Board Comments:

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Rules and Regulations Number 18

Solar Panel System Installation

Massachusetts General Laws Chapter 184 Section 23C states, in part, that any provision which purports to forbid or unreasonably restrict the installation or use of a solar energy system shall be void.

This law effectively amends Rules and Regulations numbers 1 and 8 which refer to obstructions of common areas, and installation of exterior apparatus, respectively. Rule number 4, regarding responsibility of the unit owner for all its personal property, and Rule number 9, regarding damage to the property, are not changed.

The Board will grant the unit owner's application for installation of a solar energy system, and allow installation to begin, upon the owner's satisfactory completion of the following steps:

1. Submission of an Application for Installation signed by the owners.
2. Submission of evidence of compliance with all terms and conditions of the Hatfield Village Condominium Trust Grant of Easement, including recording of the easement with the Registry of Deeds.
3. Submission of evidence of compliance with the Hatfield Village Condominium Trust Policy Regarding Installation of Solar Panel System, as described in Rules and Regulations Number 19.
4. Payment of all costs incurred by the Board, including attorney's fees, pursuant to the aforementioned grant of easement and policy regarding installation.

After the easement has been recorded at the Registry, the unit owner must notify the Board of the start date for the installation. The unit owner should also inform the Board when the electric utility has brought the system on line.

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Rules and Regulations Number 19

Policy Regarding Installation of Solar Panel Systems

The following Rules apply to all Solar Panel Installations. Any unit owner desiring to install a Solar Panel System on the unit owner's roof, which is part of the condominium common area, must complete an application in a form approved by the Trustees together with plans and specifications for the proposed installation.

1. Plans and Specifications

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.

A structural engineering assessment of the roof structure and a copy of the solar contractor's roof warranty will also be required.

2. Installation

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. Thereafter, the approval, if any, will be in the form of a recordable Easement Agreement which will be discussed below.

The Trustees may in their discretion approve or deny the application or approve the application with conditions.

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.

3. The Easement Agreement

As a condition of approval, the unit owner will be required to enter into a recordable Easement Agreement with the Trustees for the exclusive use of the Condominium's roof in a form to be determined by the Trustees.

The Easement Agreement will be prepared by the Association's counsel and will include but not be limited to the following conditions:

- A. The unit owner is responsible for the cost to install, repair and maintain the Solar Panel System.

- B. The unit owner is 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 must obtain insurance for the Solar Panel System at its cost and expense and name the Association on the certificate of insurance as an additional insured party. 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 remain with the unit.
- E. All costs incurred by the owner related to the application for installation of the Solar Panel System including, but not limited to, the attorney fees for drafting, completing and recording the easement agreement will be paid by the unit owner. Any costs incurred by the Association as a result of the application will also be paid by the unit owner.
- 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.