

**OLD SCHOOL COMMONS CONDOMINIUM**

**RULES AND REGULATIONS**

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**TABLE OF CONTENTS**

1. DEFINITIONS.....1

2. USE OF UNITS .....1

3. USE OF COMMON ELEMENTS.....2

4. PARKING SPACES .....3

5. GARAGES.....3

6. MOTOR VEHICLES.....4

7. ACTIONS OF OWNERS AND OCCUPANTS.....4

8. INSURANCE.....5

9. GENERAL.....6

ADOPTED DATE .....6

SIGNATURES.....6

**ADDENDUM**

**RULES AND REGULATIONS OF  
OLD SCHOOL COMMONS CONDOMINIUM**

**1. DEFINITIONS**

1.1 Unless otherwise expressly provided herein, the definitions of terms set forth in the Master Deed of the Old School Commons Condominium shall apply to these Rules and Regulations.

**2. USE OF UNITS**

2.1 Residential Units are limited to occupancy as Single Family Residences. Units may be leased for a period of time not less than twelve months. The Trust must be notified in writing of the terms and conditions of the lease including the names and telephone numbers of all occupants.

Commercial Units are limited to commercial uses except for manufacturing or residential commercial purposes.

2.2 Except for those activities conducted as a part of the marketing and development program of the Declarant, no "for sale" signs, or other signs, window displays or advertising, except, for Residential Units a name plate not exceeding twenty (20) square inches in area on the main door to each Unit and for Commercial Units a name plate not exceeding thirty (30) square inches in area on or adjacent to 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.

2.3 The Trust 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 Trust, or its 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.

2.4 No electrical device creating electrical overloading of standard circuits may be used without permission from the Trust and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.

2.5 The area outside of any Buildings shall be kept free of personal property, trash, junk and unsightly material except as permitted by the Condominium Instruments. No storage will be permitted in any Unit in such manner as to permit the spread or encouragement of fire or vermin.

2.6 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 or other property of the Trust, and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls, doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Trust or such committee established by the Trust having jurisdiction over such matter, if any.

2.7 Unit Owners shall not paint, stain, or otherwise change the color of any exterior portion of any Building without the prior consent of the Trust or such committee then established by the Trust, if any, having jurisdiction over such matters. Curtains, blinds or any window coverings shall be white backed. Exterior screen doors or storm doors may be installed at unit owner's expense and limited to white color and matching exiting exterior doors as stipulated by the Trust.

2.8 Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness. Unit Owners will annually have their heating units inspected and cleaned; smoke detectors will be inspected annually by a contractor as specified by the Trust both of which will be at the Unit Owner's expense.

### 3. USE OF COMMON ELEMENTS

3.1 There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Trust included but not limited to storage of baby carriages, bicycles, chairs, and toys, except as hereinafter expressly provided.

3.2 No smoking is allowed in any Common Elements. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials will be permitted in or upon the Common Elements, 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 or exposed from a Building. Recyclables, as specified by the City of Northampton or refuse contractor for the Trust, will be separated by Unit Owners and placed in recycling bins as provided by the Trust. Trash placed in the dumpster should be bagged; cartons should be flattened and broken down. Bulky items such as furniture, stoves, mattresses, and bicycles shall be taken to the City recycle facility/trash disposal facility and disposed of by the Unit Owners.

3.3 Permitted storage of materials in Common Elements or other areas designated by the Trust shall be at the risk of the person storing the materials.

3.4 The Common Elements shall be used only for the purposes for which they were designed. No Person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisance, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by all others.

3.5 Washing of motor vehicles shall be prohibited.

3.6 No air conditioning apparatus, television or radio antennas, satellite dishes or similar equipment shall be permitted on the exterior of any unit or upon or in the Common Elements.

#### 4. PARKING SPACES

4.1 Parking spaces in the parking lots and in front of each Building shall remain undesignated, restricted only to the extent that they shall be used only by Unit Owners, and their guests and invitees. Parking areas can be designated for the use of either Residential or Commercial Unit Owners and their guests and invitees.

4.2 Except for those activities conducted as a part of the marketing or development program of the Declarant, the parking areas shall not be used for any purpose other than to park automobiles, excluding commercial vehicles, boats, and recreational vehicles.

4.3 No vehicles shall be parked, temporarily or otherwise, in or upon any area of the Condominium other than the parking lots appurtenant to each Building. Prior to snow removal, vehicles will be parked in accordance with the "Winter Parking Schedule" prepared by the Trust. Unit Owners will park their vehicles in the exterior areas of the parking lots to facilitate the removal of snow in those areas adjacent to the buildings. Noncompliant Unit Owners will be fined not more than one hundred dollars (\$100) per offense and assessed the cost of towing.

5. GARAGES In the event the Declarant constructs garages either as Limited Common Areas appurtenant to individual Units or as separately deeded Units the following Rules shall apply:

5.1 Garages included as parts of Units are restricted to use as a parking space for vehicles and for noncommercial storage.

5.2 Operation of vehicle engines within garages is limited to the duration of time necessary to start, remove and/or park the vehicle. Garage doors must be open at all times during such engine operation. At all other times garage doors must be kept closed.

5.3 No unregistered or uninsured vehicles are to be allowed on the premises unless stored in a garage.

5.4 Areas directly in front of each garage are Limited Common Areas appurtenant to and to be used only by the Owners of each such garage.

## **6. MOTOR VEHICLES**

6.1 All persons will comply with Massachusetts State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drive and Property.

6.2 A speed limit of five (5) miles per hour shall apply to all roads and drives on the property.

6.3 Snowmobiles, all-terrain vehicles, recreational vehicles, off-road vehicles, trail bikes, and boats are prohibited. Jeeps and other four-wheel drive vehicles are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for motor assisted bicycles and wheelchairs as permitted by state law, all motor vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for emergency repairs not involving immobility in excess of ten (10) hours, there shall be no routine maintenance of motor vehicles nor will motor vehicles be disassembled, repaired, rebuilt, painted or constructed on the Property.

## **7. ACTIONS OF OWNERS AND OCCUPANTS**

7.1 No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit or the Common Elements, 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 noise by himself, his family, servants, employees, agents, guests, visitors or 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, including but not limited to the playing, or suffering to be played of any musical instrument or operation or suffering to be operated of a phonograph, stereo, tape deck, television set, radio, or similar device at such high volume or in such other manner that it shall cause unreasonable disturbance to other Unit Owners or occupants.

7.2 No immoral, improper, offensive or unlawful use may be made of the Property; 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 City of Northampton and shall save the Trust and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

7.3 Unit Owners shall hold the Trust and other Owners and occupants harmless from the actions of their children, tenants, guests, servants, employees, agents, invitees or licensees.

7.4 No Unit Owner shall send any employee of the Manager or Trust out of the Property on any private business of the Unit Owner, nor shall any such employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners.

7.5 Residential Unit Owners exclusively are allowed to have pets subject to the "Pet Policy and Restrictions" as adopted by the Trust and attached as an Addendum.

## 8. INSURANCE

8.1 Nothing shall be done or kept upon the Property which will increase the rate of insurance of any of the Buildings or contents thereof, without the prior consent of the Trust. No Unit Owner shall permit anything to be done or kept in or upon the Property 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 or ordinance.

8.2 Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy covering the Property.

8.3 Damage by fire, accident, vandalism or any other cause affecting the Property, and persons injured by or responsible for any damage must be promptly reported to the Manager or a Trustee by any person having knowledge thereof.

9. GENERAL

9.1 Any consent or approval required by these Rules and Regulations 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 Trust, subject to Notice and Comment or Notice and Hearing, at the option of the Trust.

9.2 Any formal complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trust or an appropriate committee.

9.3 Violation of these Rules and Regulations or the provisions 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) Dollars per violation per day for each day as determined by the Trustees such violation persists after notification by the Trustees. Said fine may be assessed exclusive of and in addition to any costs incurred by the Trust as a result of and to remove, eliminate or bring about the cessation of the violation.

Adopted on Sept. 5, 2003.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands and seals on the day and year first above written.

*Witness:*

B. Bennett

Cassandra L. Allen

Cassandra L. Allen, as Trustee of the OLD SCHOOL COMMONS CONDOMINIUM, and not individually

A. J. Allen

Amanda J. Allen, as Trustee of the OLD SCHOOL COMMONS CONDOMINIUM, and not individually



## **ADDENDUM**

### **PET POLICY AND RESTRICTIONS**

**Restrictions:** Owners may have pets in any one of the following categories:

1. Caged Birds (maximum of two)
2. Fish...as many as can survive in a 55 gallon tank
3. One house cat (spayed or neutered, at least 3 months old)
4. One dog (spayed or neutered, at least 9 months old)  
Maximum height at shoulders 16 inches maximum weight as an adult 35 pounds.
5. Other animals permitted only on a case by case basis. More than one cat or dog per unit is not allowed

**Policy:** Owner shall insure that the pet is domesticated and is not vicious, has not bitten, harmed or menaced anyone in the past. Owner shall agree to the following:

1. Pet shall not be allowed out of the individual Unit unless on a leash.
2. Owners agree to adhere to local ordinances, including leash and licensing requirements.
3. Owners agree to clean up after their pet and to dispose of their pet's waste properly and immediately.
4. Cats and dogs should have identification tags.
5. Food or water shall not be left outside of condominium where it may attract other animals.
6. Owner shall be responsible to ensure that the rights, comfort convenience and safety of neighbors and others is not unduly disturbed.
7. Owner shall be strictly liable for the entire amount of any wrongful death, or injury to the person or property of others caused by the pet, and Owner shall indemnify for all costs resulting from same, including but not limited to litigation costs and attorney fees.