

Village Greene Condominiums
Rules and Regulations



2022 00017070

Bk: 14647Pg: 99 Page: 1 of 7

Recorded: 08/15/2022 11:19 AM

The following are Village Greene Rules and Regulations as drawn from the Master Deed and Declaration of Trust/By-Laws that are on file with the Hampshire Registry of Deeds and those promulgated by the Village Greene Board of Trustees as authorized under Section 3 of the Master Deed and Article VI, Section 14 of the Declaration of Trust/By-Laws.

The following Rules and Regulations will be effective August 1, 2022, until modified or amended.

As in accordance with the Master Deed Section 10 – Restrictions of Use of Units.

- Restricted to residential use by the Unit Owner(s) thereof except as permitted by the Board of Trustees under the By-Laws.
- Each Unit shall be permanently occupied by no more than two persons per bedroom as a single-family residence and shall be used for no other purpose.
- No industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the premises of the Condominium, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays, or advertising be maintained or permitted nor shall any unit be used for rented for transient, hotel or motel purposes.
- Notwithstanding the foregoing, the Declarant and the Trustees, or their agents, may place "For Sale" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than One (1) foot by Two (2) feet.
- The Trustees, or their designated agent, may retain a pass key to the premises for use in emergency situations only.
- No owner shall alter any lock or install a new lock on any door of the premises without the written consent of such Trustee. In case such consent is given, the owner shall provide the Trustees, or their agent, with an additional key pursuant to its right of access to the demised premises.
- Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building.
- No noxious or offensive activity shall be carried on in any Unit or in the Common area, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises in the buildings by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio or similar item on the premises causing disturbance to other owners or occupants.
- Owners and occupants shall comply with and conform to all applicable laws and regulations of the United State and of the Commonwealth of Massachusetts and all ordinances, rules and regulations of the Town of Belchertown and shall save the Association or other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewithin.
- Dogs, cats, and other animals commonly kept as house pets may be kept in the unit. With the exception of cats, dogs and all other pets must be leashed and accompanied by the unit owner or resident when on the Common Elements. Any waste created by such pets on the common area shall be removed and disposed of by the unit owner. The Board shall have the right to regulate the presence of pets in the condominium in the rules and regulations adopted by its pursuant to the By-Laws.

Village Greene Condominiums
Rules and Regulations

- Owners shall be held responsible for the actions of their children, tenants, and their guest.
- No part of the premises, including but not limited to the parking spaces and driveways, shall be used for parking, or storing of boats, campers, trailers or other vehicles, items or goods, though upon submittal of a written request to the board, permission may be granted for temporary parking due to special circumstances, as long as there is sufficient space in a parking area. Commercial automobiles, pickup trucks and vans are permitted if the vehicle is no more than 1 ton with a gross vehicle weight of 9200 lbs.
- The porches, patios and appurtenances thereto are subject to such limitations and conditions as are or may be imposed by the Trustees of the Association. Provided however, that other than chairs, benches and tables of such number, nature and of such type as are actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, clothing, blankets or other like items are to affixed, placed or stored on said porches, or terraces except with the approval of the Trustees of the Association.
- The use of units by all persons authorized to use the same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established by the Trustees.
- The Association also reserves the right and easement to enter onto the premises, from time to time at reasonable hours, for the purposes of reconstructing and repairing adjoining units, common areas and facilities and to perform any obligations of the Association, respectively, required or permitted to be performed under this Master Deed, and/or the By-Laws of the Association.
- The maintenance, repair, and improvement of the exterior portions of the units shall be performed by the Association and the costs of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in Village Greene Condominium as any other common expense.
- These restrictions shall be for the benefit of the owners of all of the units and the Trustees of the Condominium Association and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No owner of a unit shall be liable for any breach of the provisions of this Section 11 except such as may occur during his or her ownership thereof.

Village Greene Condominiums
Rules and Regulations

In accordance with the Amendment to the Declaration of Trust, Article VI, Section 9 (e):

In order to provide for a predominately owner-occupied community:

- Unit Owners are prohibited from leasing, renting, licensing, or letting (collectively referred to as “leased”) their Unit for two (2) years from the date of recording of the deed to said Unit. For the purpose of ownership and application of this two-year restriction the transfer of title to family members, heirs, devisees or to Trusts where the Owner is a Trustee or beneficiary of said Trust shall not be deemed a conveyance or interruption of the two-year period in which leasing is prohibited
- At no time may more than four (4) units be leased, rented, licensed, or let (collectively referred to as “leased”) at any one time. To ensure that this limitation is not exceeded, a Unit Owner who intends to lease his Unit shall first seek the consent of the Trustees to lease, whereupon the Trustees will notify the Unit Owner if this limitation has been met. In such event, the Unit Owner shall not seek to let the Unit. If this limit has not been met, permission shall not be unreasonably withheld. All such requests shall be granted upon a first come/first serve basis; provided, however, that the Trustees shall endeavor to ensure that all Unit Owners who so desire are granted an opportunity to lease their Unit with the aforesaid limitation for which purpose they may establish Rules and Regulations
- No unit may be leased unless upon a written agreement for a term no less than twelve (12) months
- No subletting is permitted without the written consent of the Board of Trustees
- In no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant of the Unit
- A Unit Owner suffering from a financial or personal hardship, which renders the Unit Owner unable to reside in their Unit, may apply to the Trustees to lease their Unit even though the limitation has been met. In such cases the Trustees, in their sole discretion, shall be authorized to permit the Unit Owner to lease their Unit
- The provisions within this Section 9(e) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of any unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law

Village Greene Condominiums
Rules and Regulations

The following was adopted by the Board of Trustees at a Board meeting on July 14, 2022

Parking

- The following Rules and Regulations were adopted in addition to those already specified in the Master Deed and/or Declaration of Trust/By-Laws
- Parking shall be limited to designated driveways (Units 1-18) associated with each unit and in the parking lot associated with Units 19-21.
- Parking will not be permitted on lawns to avoid damaging them and because of the presence of septic systems that could be damaged.
- Temporary parking is permitted in the overflow parking area across from Units 9 and 10 not to exceed 24 hours.
- If a longer term is needed, such as a visitor to any Unit, permission shall be requested from the Board of Trustees.
- If a car is parked in the overflow area, during the winter months, if a snowstorm is predicted, efforts shall be made to find an alternative parking location to allow for plowing.
- Because of the narrow width of the street, parking will not be permitted on the street at any time as this may restrict passage of other vehicles and access for emergency vehicles.

Open Houses

- In the event that a Unit is being sold and an Open House is being held, advance notice must be given to the Board of Trustees.
- Because of the limited parking, if a Unit is being sold and an Open House is being held, showings must be scheduled in advance to avoid large numbers of cars in the complex.
- The Unit Owner must make accommodations for parking for a realtor and for those attending the open house. No parking will be permitted on the street or on lawns. The overflow parking area may be used.

**VILLAGE GREENE CONDOMINIUMS
REVISED RULES AND REGULATIONS**

REVISED August 9, 2022

We, the undersigned Trustees of the Village Greene Condominium Trust, under the Declaration of Trust recorded with the Hampshire County Registry of Deeds in Book 2916, page 138 dated December 30, 1986, with regards to the Village Greene Condominium Master Deed dated December 30, 1986, recorded in Book 2916, Page 109, hereby adopt the following consolidated and revised Rules and Regulations, with reference to Master Deed, Section 10 and Declaration of Trust, Article VI, Section 9.

Village Greene Condominiums
Rules and Regulations

Adopted on Tuesday, August 9, 2022.

The Trustees have hereunto set their hands and seals



Signature

8/9/22

Date

Nicole Wilcox as Trustee of THE VILLAGE GREENE CONDOMINIUMS, and not individually



Signature

08/09/2022

Date

Diane Madore as Trustee of THE VILLAGE GREENE CONDOMINIUMS, and not individually



Signature


8/9/22

Date

Ed Comeau as Trustee of THE VILLAGE GREENE CONDOMINIUMS, and not individually

I, Donna Golec, do swear and attest the Trustees above approved at a Board of Trustee meeting held on August 9, 2022, the Rules and Regulations revised by the Village Greene Condominium Board of Trustees as signed on August 9, 2022

Dated at Amherst, Massachusetts, this 9 day of August, 2022.


Donna W. Golec
Owner, Kendrick Property Management

COMMONWEALTH OF MASSACHUSETTS

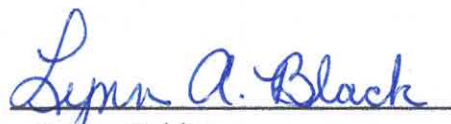
Franklin County, SS.

August 9, 2022

Then personally appeared before me the above-named Donna W. Golec and acknowledged the truth and accuracy of the foregoing statements to the best of her knowledge and belief, before me.

On this 9 day of August, 2022, before me, the undersigned notary.




Notary Public
My Commission expires: 8/22/25

ATTEST:  HAMPSHIRE REGISTER
MARY OLBERDING