

EDGEWATER GARDENS
CONDOMINIUM TRUST RULES AND REGULATIONS
Revised March 17, 2021

- 1) General Use. No part of the Condominium shall be used for any purposes except those set forth in the Master Deed of even date and recorded herewith.
- 2) Use of Common Areas and Facilities within the Buildings. Use of all Common Areas and Facilities and amenities within the Buildings, if any, as described not limited to those listed in Paragraph 9(c)(v) of the Master Deed, shall be used solely by Unit Owners of the Edgewater Gardens Condominium and their guests and/or tenants. Rules and regulations regarding the use of the Common Areas and Facilities within the Buildings, such as the exercise room, living room, function room and catering kitchen shall be established by the Condominium Trustee(s), and maybe amended, from time to time.
- 3) Obstruction of Common Areas and Facilities. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Trustees of the Trust (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Trust. Each Unit Owner and/or his tenant shall be obligated to maintain and keep in good order and repair his own Unit and any appurtenant Limited Common Area or Exclusive Use Area appurtenant to the Unit, in accordance with the provisions of the Trust and Master Deed.
- 4) Insurance. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the Buildings of the Condominium, or contents thereof, applicable for those uses permissible under the provisions of the Trust and Master Deed, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas and Facilities which will result in the cancellation of insurance on the Buildings or the contents thereof, or which would be in violation of any law. Unit Owners must purchase a separate insurance policy to protect their individual units and provide the Condominium Association with a copy of the policy yearly.
- 5) Guests. Guests may remain for a maximum of fourteen (14) days. If a guest remains for more than fourteen (14) days, he/she will be considered a tenant and must enter into a Lease with the Unit Owner that must be approved by the Board. Any damages to Common Areas will be billed to the Unit Owner.
- 6) Tenants. Unit Owners shall be permitted to lease their units according to the following rules and those rules set down in Paragraph 13C on the Master Deed incorporated herein
 - a. All Unit Owners who rent their units must provide to the Condominium Association Board the name of all tenants and the make and license plate of their automobile;
 - b. All Leases must be approved by the Board of Trustees prior to the Tenant moving in. Approval will not be unreasonably withheld;

- c. Tenants must be provided with a copy of these Rules and Regulations and execute a document expressly agreeing to be bound by same;
 - d. If a Tenant has more than three (3) violations of these Rules during one (1) calendar year, the Board of Trustees may, by written notice to the Unit Owner, void the Unit Owner's approval to lease the Unit and require the unit Owner to take all reasonable steps required to evict the tenant. Failure of the Unit Owner to commence legal action to evict the tenant within thirty (30) days following notice from the Board of Trustees shall be deemed a violation of these Rules and Unit Owner shall be subject to a fine of \$25.00 per day for so long as the violation continues.
 - e. A unit owner must have lived in a Unit for a minimum of one (1) year prior to leasing said unit. If a unit is sold in the middle of a lease term the lease must be reapproved by the board for the new unit owner or the lease from the prior owner is null and void;
 - f. No Units may be subleased or assigned by any tenant.
 - g. All leases shall be for the entire Unit. No room leases shall be permitted.
 - h. The Unit owner shall be responsible for all acts or omissions of their tenant(s) and shall be responsible for the payment of any fines or fees incurred by the tenant, their guests and/or invitees.
 - i. If a Unit is leased without the consent of the Board of Trustees, the Unit Owner will be fined \$50.00 per day until the lease is presented and approved.
 - j. The Board of Trustees shall be under no obligation to approve a request to lease any Unit and may deny any Unit Owner's request in the sole discretion of the Board.
 - k. Should the Condominium Association incur legal fees due to a tenant's violation of these Rules, the Unit Owner will be charged for legal fees.
- 7) Pets. Unit Owners may keep pets only pursuant to the provisions and restrictions of Paragraph 13B of the Master Deed and subject to applicable laws.
- a. Owners of Units within the Buildings may keep one (1) dog that does not weigh more than fifty (50) pounds and as many as two (2) cats. All Unit Owners may keep birds, aquarium fish or any other pet considered to be a "standard household pet". No pets that are considered dangerous shall be permitted within a Unit or anywhere within the Condominium regardless of caging or other means of confinement of pet provided by the Unit Owner. The Board of Trustees shall have sole discretion in determining what constitutes a dangerous animal on a case-by-case basis. Any "standard household pets" which exhibit aggressive behavior may be considered dangerous and prohibited by the Board of Trustees.
 - b. All pets kept by Unit Owners shall be licensed and inoculated as required by law with proof of same to be provided to the Association on a yearly basis.

- c. Pets may not be kept, bred or maintained for any commercial purpose.
 - d. Unit Owners must keep all pets on leashes at all times while in common areas of the Condominium. Unit Owners may not permit their pets to leave waste on any Common Areas. Unit Owners shall be required to immediately pick up and properly dispose of their pet's waste sanitary manner.
 - e. Any Unit Owner who: (i) violates any of the foregoing provisions; (ii) has a pet that causes damage to or requires clean-up of the Common Areas due to actions of pet; or (iii) allows their pet to create any nuisance or unreasonable disturbance, odor, or noise, shall be fined in an amount determined by the Board, which fine shall not be less than \$50.00 in each instance, in addition to the the cost of repair or cleaning for any damage caused by the pet. A Unit Owner who is in violation of the provisions herein may be required to permanently remove any pet that is the cause of the violation from the Condominium within ten (10) days of receipt of written notice from the Board. Any fees and costs (including court costs, legal fees, of the like) incurred to remove the pet/pets are the responsibility of the Unit Owner.
 - f. All matters dealing with any pet shall be dealt with on a case-by-case basis, in the sole discretion of the Board of Trustees. The Board of Trustees may prohibit or require the removal of any pet from the Condominium if, in the determination of the Board, such pet is a danger to third parties or creates a nuisance which deprives other unit owners of quiet enjoyment of their Unit.
- 8) Noxious or Offensive Activities. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, tenants, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:
- a. May be or become an annoyance or nuisance to the other Unit Owners or occupants,
 - b. Will interfere with the rights, comforts or conveniences of other Unit Owners
 - c. May or does cause damage to any other Unit or to the Common Areas and Facilities, or
 - d. Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities.
 - e. The Unit Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such Unit Owner such costs.
- 9) Volume of Electronics and Instruments. Total volume of television sets, radios, phonographs, and musical instruments shall be turned down after 10:00 p.m. until 8:00a.m. and shall at all times be kept at a sound level to avoid disrupting neighbors and/or other Unit Owners.

- 10) Unsightly Materials. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of the windows or sliding doors of, or on the deck or terrace adjacent to any Unit or exposed on or in any part of the Common Areas and Facilities, and no clothes lines shall be erected or maintained on or over any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.
- 11) Signs, Displays, Fixtures, Etc. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Buildings or Units, and no awning, canopy, shutter, satellite dishes, or radio or television antenna (except for those expressly permitted by law) shall be affixed to or placed upon the exterior walls or doors, roof, or any part thereof, or exposed on or at any window, without the prior written consent of the Trustees. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized for any Unit without the prior written approval of the Trustees.
- 12) Alteration or Decoration of Common Areas and Facilities. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except with the prior written approval of the Trustees. No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written approval of the Trustees.
- 13) Roof, Decks, Patios, Balconies. All decorations on terraces must face in toward the Unit. No decorations can face the common areas. No decorations may be put on the outer walls of the unit including the walls of the roof decks, patios, or balconies. No lights or decorations should be visible from the common area grounds or roadways. Unit Owners are not permitted to use roof decks, patios or balconies which are appurtenant to their Unit for storage of anything other than lawn or patio furniture and other appropriate decorative items. Unit Owners shall not be permitted to keep bicycles and/or exercise equipment on decks, patios, or balconies. Owners of Units within the Buildings are strictly prohibited from using any type of grills on decks or balconies appurtenant to a Unit. All grilling must be done in one of the three (3) common areas.
- 14) Damage to Plumbing System. The water closets and other water apparatus shall not be used for any purpose other than that, for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any clogged toilets must be fixed by the Unit Owner and not the Condominium Association. If Management has to clean up because of clog, the Unit Owner will be billed. Any damage to plumbing system of any of the Buildings resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.
- 15) Electrical Equipment. All electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or • recommendations of the Board of Fire Underwriters 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.

- 16) Flammable Materials. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
- 17) Keys to Units. If any key or keys are entrusted by a Unit Owner or occupant or by any member of this family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Trustee, agent or employee of the Trustees, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such Trustee, agent, employee and the Trustees shall not be liable for injury, loss or damage resulting therefrom or connected therewith. The Trustees, or their designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to its right of access to the Unit.
- 18) Personal Property. All personal property of the Unit Owners in the Unit, or the Common Areas and Facilities, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, or Trustee if there be only one, nor their respective successors or assigns, shall bear any responsibility therefor.
- 19) Parking. Unit Owners and their guests and invitees may use their deeded or exclusive use outdoor parking spaces located within the Common Areas of the Condominium and shown on the Site Plan. However, no cars or vehicles belonging to a Unit Owner or a guest or invitee of a Unit Owner may be parked in any parking space or within the Common Areas of the Condominium (not including Exclusive Driveways or Parking Easements) for more than ten (10) consecutive days and nights.

Only non-commercial vehicles and commercial vehicles weighing less than ten thousand (10,000) pounds, may be parked within the Condominium. Boats, commercial vehicles weighing ten Thousand (10,000) pounds or more, trailers, and recreational vehicles are prohibited in all outdoor parking areas, including all Common Areas, Exclusive Use Areas and Exclusive Driveways. Additional rules and regulations regarding parking within the Condominium may be adopted from time to time by the Condominium Trust.

- 20) Safety of Unit Owner, Family, Guests. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees, and household pets.

- 21) Trash Storage, Trash Removal, Recycling, and Bulk Pick-Up Items. All trash shall be stowed within contained units with tops and deposited within the dumpsters associated with each Building/Unit. Rubbish shall be collected on a weekly basis. The cost for rubbish collection shall be borne jointly by all Condominium Units on a pro rata basis. The Contract for such services shall be reviewed from time to time by the Trustees.

As each Phase in the Condominium is declared, the City of Holyoke will provide Trash Removal and Recycling Services free of charge to the homeowners of The Edgewater Condominium Association, with mandatory requirement of recycling. It is imperative that all homeowners abide by the rules and regulations regarding this to save the Association this annual expense and to keep our common charges to a minimum.

It is the full responsibility of every homeowner to bring their trash and recyclables to the designated areas and to keep the designated trash areas clean and free of debris. The following are the Rules and Regulations for the Trash and Recycling:

TRASH

All trash must be bagged and placed in the dumpster closest to each Unit. No items should be placed on or around the dumpsters. All Residents are responsible for cleaning up after themselves including but limited to cigarettes and dog waste. If management has to clean up after a resident, their guests, tenants, or pets, a fee may be assessed.

BULK ITEMS

DO NOT LEAVE BULK PICK-UP ITEMS IN THE TRASH AREAS. TRASH REMOVAL SERVICES DO NOT INCLUDE REMOVAL OF CONSTRUCTION DEBRIS, FURNITURE, APPLIANCES OR OTHER BULK ITEMS.

RECYCLING

Per order of the City of Holyoke, we must sort our recyclables. There are two types of recycling bins in each trash area specifically labeled for the type of recycled items. Each bin is clearly marked. Separate into these two groups:

(1) Containers like milk, juice, cans, bottles, deli containers, jugs, and aluminum. Be sure to rinse all containers before placing in the recycle bins, this will prevent odors and deter vermin.

(2) Paper, such as cardboard, newspaper, phone books, white paper, magazines. DO NOT put trash bags or other debris in the recycle bins. Any trash bags found in the recycle bins will be searched for identification and owners will be fined.

No resident should place oversized recyclables in or around the recycling bins. Large items must be broken down and neatly placed in the recycling bins.

- 22) Violations of the Rules and Regulations Herein. Upon the receipt of written notification of any Unit Owner as to the violation of any of these Rules and Regulations, or upon the Trustees' own initiative, the Trustees shall with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the text of the Rule or Regulation having been violated, together with a description of the date, time, place and nature of such violation, and the Trustees' authority to levy fines for violating the provision of the Rule and Regulations and/or By-Laws.

Upon receipt of a second violation notification with respect to any Unit Owner who has previously been sent a violation letter by the Trustees, the Trustees shall impose a fine of \$50.00 for each day (or part thereof) such violation continues, or the Trustees, in their sole discretion, may arrange to remedy the violation at the violating Unit Owner's expense. All fines must be paid within thirty (30) days. All such fines, including those levied under Section 5 hereunder, shall be cumulative. Remedial charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator pursuant to the provisions of Massachusetts General Laws, Chapter 183A, Section 6, and shall bear interest at the rate of eighteen (18%) percent.

- 23) Consent by the Trustees. Any consent, permission or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees in accordance with the provisions of the Declaration of Trust, if applicable, or otherwise in their absolute discretion.
- 24) Amendment of Rules and Regulations. These Rules and Regulations may be amended from time to time as provided in the Trust.