

OK 4028PG0321

023430

CLARK AVENUE CONDOMINIUM

AMENDMENT TO
ARTICLES OF ASSOCIATION AND BY-LAWS OF THE
CLARK AVENUE CONDOMINIUM ASSOCIATION

Pursuant to Article XII of the Articles of the Association and By-laws of Clark Avenue Condominium Association as recorded in the Hampshire County Registry of Deeds at Book 3227, Page 294, the undersigned, being the owners of seventy-five percent (75%) or more of the common interest in Clark Avenue Condominium hereby amend the Articles of Association and Bylaws of Clark Avenue Condominium Association by inserting the following:

The Clark Avenue Condominium By-laws Rules and Regulations as set forth in its entirety on Exhibit A attached hereto and incorporated herein.

Except as amended herein, the Articles of Association and Bylaws of the Clark Avenue Condominium Association shall remain in full force and effect.

Executed as a sealed instrument me this 18th day of June, 1992.

Cheraine Postel proxy for Abankas

Debbie Salvin

S.W. Mitchell's

W.L. Conroy

Michelle

Karla Simmons

Ned A. Anderson

Ned A. Anderson proxy for Michael Newman

Harry H. Mc Colgan

Wm Jones



Maura K. Callahan
MY COMMISSION EXPIRES AUGUST 7, 1998

BK4028PG0322

①

Karen Simmons proxy for Marcia Barkley

[Signature]

[Signature] STEVE STRIMER and #7

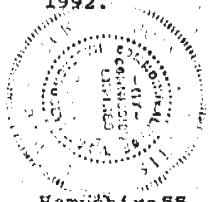
②

Mira K. Callahan

②

Hampshire ss. COMMONWEALTH OF MASSACHUSETTS

Then personally appeared before me the above named MIRA Callahan and acknowledged the foregoing to be her free act and deed on her own behalf, before me, this 18 day of June, 1992.



Joan E. Martis
Notary Public
My Commission Expires: December 19, 1997

COMMONWEALTH OF MASSACHUSETTS

Hampshire ss.

③

Then personally appeared before me the above named and acknowledged the foregoing to be their free act and deed on own behalf, before me, this 18th day of June, 1992.



Mira K. Callahan
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES AUGUST 7, 1998

BK 4028 PG 0323

**Clark Avenue Condominium By-Laws
Exhibit A
Rules and Regulations**

Section I - Use of Unit

1. **Courtesy** - No unit owner shall do or permit to be done anything in or about his or her unit which will interfere with the rights, comfort or convenience of other unit owners, or contrary to the master deed, it being the intent that Clark Avenue Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment. The volume of television sets, radios, stereos, musical instruments and the like shall at all times be kept at a sound level which will not annoy occupants of neighboring units.
2. **Use of Unit** - No industry or commercial activities shall be conducted, maintained, or permitted on any part of the condominium property. Rental of the unit for periods of less than 30-days is prohibited. Unit owners are required to provide to the Condominium board managing agent the name and phone number of persons renting or leasing their unit.
3. **Signs and Outdoor Modifications** - Nothing shall be hung, affixed, attached, or displayed on the outside walls, roofs or doors of the building, and no awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors, or roof, or exposed on or at any window without the written consent of the Board of Managers. In addition, unit owners may not display "For Sale" or "For Rent" signs, or other signs, window displays (except holiday decorations), or advertising in any windows. All maintenance and use by the unit owners of decks, parking areas, yards, and other common areas and facilities shall be done so as to preserve the appearance and character of the property without modification.
4. **Condition of Unit** - Owners are responsible for keeping their unit in a good state of preservation and cleanliness. Decks and other outdoor living areas shall be kept in orderly fashion. Other than chairs, benches, and tables, used for residential purposes, no conspicuous goods, fixtures, materials, or paraphernalia are to be affixed, placed, or stored on decks. Nothing shall be stored in the yard areas or parking areas except with the advance written approval of the trustees. Furthermore, no objects shall be hung from or placed on window sills or decks such that there would be any reasonable risk of the objects falling. Laundry, rugs, drapes, and the like, shall not be hung from windows or decks.
5. **Flammables in Unit** - No unit owner shall keep in their unit or bring to common areas any flammable, combustible, or explosive material, chemical, or substance, except such commercial products as are required in normal household use. For everyone's safety, the storage areas should be kept particularly free of all such materials.
6. **Liability for Abuse of Building Service Systems** - The board will charge to a unit owner any damage to or abuse of the mechanical, electrical, plumbing, or any other building service system caused by such unit owner by misuse of those systems. The reasonable cost of the work to repair such damage shall constitute a lien upon such unit and the unit owner shall be personally liable.
7. **Modifications Affecting Structure** - Nothing shall be done in any unit or in, on, or to the common areas or facilities which will impair the structural integrity of, or would structurally change, the building.

BK4028PG0324

8. **Refuse** - All garbage, refuse, or waste should be securely and suitably wrapped and placed in the dumpster in the East parking area. In addition, all waste should be sorted and/or recycled as required by applicable laws.
9. **Emergency Right to Access** - In the case of an emergency, members of the board or the managing agent shall have immediate access to any unit whether the unit owner is present or absent. In the event of the exercise of this right to access, all costs for repairs (including repairs of damage caused by such entry) shall be borne in accordance with the provisions of Section 8 of Article VI of the By-Laws. Each unit owner is required to leave emergency telephone numbers with the managing agent to facilitate access.

Section II - Use of Common Areas and Facilities

10. **Storage in Common Areas** - Nothing shall be stored in the common areas or facilities without the written consent of the board. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials.
11. **Obstruction of Common Areas** - Any articles approved by the board for storage in the common areas must be stored such that they do not obstruct these areas. Moreover, accumulation of rubbish, debris, or unsightly materials will not be permitted in the common facilities of the condominium.
12. **Liability for Damage to Common Area** - The board will charge to a unit owner any damage to or abuse of common areas or facilities of the condominium caused by such unit owner or their guests or occupants by misuse of those areas or facilities. The reasonable cost of the work to repair such damage shall constitute a lien upon such unit and the unit owner shall be personally liable.

Section III - Conduct of Unit Owners

13. **Owner Conduct** - Whether in units or common areas, owners, occupants, and guests are expected to refrain from activities which are offensive or annoying to other owners, occupants, and guests, and to comply with the Rules and Regulations set forth in the Master Deed and By-Laws.
14. **Conduct of Others** - Unit owners shall be held responsible for the actions for their children, tenants, licensees, occupants, employees, and guests, who shall comply with the Rules and Regulations of the By-Laws of the condominium. Unit owners are required to provide copies of the Rules and Regulations, and all amendments thereof, to all tenants.
15. **Obedience to Applicable Laws and Codes** - Unit owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the town of Northampton, and shall indemnify and save the condominium board and/or other unit owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section IV - Insurance

16. **Owner Conduct and Insurance** - Without the written consent of the board, *nothing* will be done or kept in any unit or in the common areas which will increase the rates of insurance or jeopardize insurance on the building or which would be in violation of any law, ordinance, rule or regulation of any public authority having jurisdiction. Should owner's use of the unit result in increased insurance rates, such owner will be fully responsible for any additional premiums incurred.

BK4028PG0325

17. **Compliance with Fire Codes** - The unit owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon the condominium building or the property contained therein. This includes, but is not limited to, the restriction that no charcoal grills may be used on any deck or within ten feet of any part of the building.
18. **Fire Damage Liability** - Damage by fire or accident affecting the unit or common areas or the liability of the unit owners or the condominium board will be promptly reported to the board members immediately following the occurrence of the damage.

Section 5 - General

19. **Parking Area** - Parking on the condominium property is allowed only in the two designated parking areas. These parking areas shall not be used for any purpose other than to park passenger motor vehicles (two axles) excluding specifically trailers, boats, or hazardous vehicles. No motor vehicle shall be parked in such manner as to impede or prevent ready access to any parking spaces. All vehicles must be duly registered at all times in compliance with local and state laws. The board reserves the right to remove any vehicle that is not marked in compliance with the then current rules and regulations and to assess the cost of such removal against the unit owner. There shall be no dismantling or overhauling of vehicles in the common areas of the condominium. Owners are required to display the Clark Avenue Condominium parking sticker in the windows of the vehicles which they will park in the lot.
20. **Vehicles Prohibited in Common Areas** - Recreational vehicles, trailers, snowmobiles, dirt bikes, and terrain vehicles shall not be allowed on or in the common areas of the condominium.
21. **Right to Amend** - The board reserves the right to amend, change, and rescind these rules and regulations to make such other rules and regulations from time to time as may be deemed to be necessary and desirable. Furthermore, any consent or approval given under these rules and regulations may be added to, amended, or revoked at any time by the board. A unit owner shall not be bound by such amendment modification or change until such unit owner shall have received written notice thereof.
22. **Administration** - No unit owner shall send any employee of the board out of the condominium or on any private business of the unit owner.
23. **Registration of Complaints, Violations, and Fines** - Any complaint regarding the management of the condominium or regarding actions of other unit owners shall be made in writing to the board or their designated agent. After receiving written notification of a violation of the Rules and Regulations/By-Laws/Master Deed, the unit owner has fourteen days to correct the violations after which the owner may be fined a sum no greater than \$25 per week until the violation is corrected. (For everyone's safety, violations creating hazards should be corrected immediately.) This applies to all violations, whether or not they involve additional expenses to the unit owner as specified in the Rules and Regulations/By-Laws/Master Deed. Failure to pay assessed fines shall constitute a lien upon the owner's unit and the unit owner shall be personally liable.

BK 4028 PG 0326

24. **Payment of Fees** - All monthly charges shall be paid to the board or its designated agents only. The Condominium Association accepts no responsibility for any payments made to unauthorized persons.
25. **Pets** - Only one pet which weighs less than thirty pounds may be kept in a unit at one time. Such pets shall not be noisy or otherwise offensive to occupants of other units, shall be suitably controlled, and shall be pounded, leashed, or caged, whenever it is on the condominium premises outside the interior of any unit. The owner of a pet assumes full liability for all damage to all persons or property and to condominium association caused by such pet. The unit owner shall indemnify the Condominium Association 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.
26. **Safety, Action, and Conduct in Unit and Common Areas** - Each unit owner assumes responsibility for their own safety, actions, and conduct and that of their families, guests, agents, servants, employees, licensees, lessees, and permitted household pets in or on the common areas of the condominium, and indemnifies the Condominium Association from any liability with respect thereto.
27. **Water Apparatus Use** - The water apparatus shall not be used for any purpose other than that for which it was designed and constructed. Any damage to common areas resulting from such misuse shall be paid for by the unit owner who shall have caused it.
28. **Separability Clause** - In the event that the forgoing rules and regulations or any portion thereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of any other rule or regulation or any portion of any rule or regulation which has not been held to be invalid, illegal, or unenforceable.
29. **Precedence of Condominium Deed and By-Laws** - In the event that these Rules and Regulations should conflict with the current Master Deed and/or By-Laws of the Condominium, the Master Deed and/or By-Laws shall take precedence.

Hampshire ss. September 2, 1992 at 1 o'clock and 33 minutes P. M., Rec'd ent'd and/
(MONTH) (DAY)
exam'd with Hampshire Reg. of Deeds, Book 4028 Page 321

Attest _____
REGISTER