

SCHEDULE A
CONDOMINIUM TRUST
RULES AND REGULATIONS:
COMMON ELEMENTS

This Schedule A is incorporated into and made Section 13 of the By-Laws.

1. No use shall be made of the Common Elements except as permitted by the Board of Trustees.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees.

3. Nothing shall be done or kept in the Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential and commercial use, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or at any window, except in the places provided for by the Trustees, without the prior consent of the Board of Trustees.

5. Residential Unit Owners will not be allowed to put their names on any Building or Common Element except in the proper places in or near the mailboxes and doorbells provided for the use of the unit occupied by the Unit Owners respectively.

6. No offensive activity shall be carried on in 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. A number of units are Commercial Units; the carrying on of a normal commercial activity will not constitute an offensive activity.

7. No clothes, clotheslines, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials.

8. Except in areas designated by the Board of Trustees, there shall be no parking of motor vehicles, playing, lounging, or

parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, on any part of the Common Elements, except that roads, parking areas and driveways may be used for their normal and intended purposes.

9. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any residential part of the Condominium or in any Unit therein.

10. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Trustees.

11. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Trustees, except as otherwise permitted as of right in the Condominium Documents.

12. The Board of Trustees shall maintain the Common Elements and all areas outside the boundaries of the Units which are granted exclusively to a Unit Owner.

13. No air conditioning units or any other objects shall be hung from the windows or placed upon the exterior window sills. The foregoing shall not, however, interfere with the right of Unit Owners may select window coverings for their Units, except that the color of the surface of all such window coverings exposed to and visible from the exterior of the Condominium shall be white, off-white or ivory. Rugs or mats shall not be shaken or hung from or on any of the windows or doors. Garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct.

14. No washing or repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to park motor vehicles and bicycles, without the prior written consent of the Board of Trustees. No Unit Owner shall utilize more than two (2) parking spaces within the Condominium overnight, except on a space available basis, without the prior written consent of the Board of Trustees.

15. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of 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 the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

16. The use of the Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.

17. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, lessees, and tenants.

18. Dumpsters or other refuse collection facilities shall be sited on the common areas in locations approved by the Trustees. The residential units shall have such a facility arranged by the Trustees, the cost being treated as a Residential Beneficial Interest cost (see Exhibit 3A of the Master Deed). Each commercial unit must arrange for its refuse removal either separate from other commercial units or in voluntary cooperation.

19. Parking:

a) In order to promote efficiency and harmony among the Unit Owners, and notwithstanding any other language concerning the power and authority of the Trustees to promulgate Rules and Regulations with respect to the common elements of the 64 Gothic Street Condominium, all Rules and Regulations promulgated by the Trustees with respect to parking shall be ratified by the Unit Owners voting their overall beneficial interest, and until ratified by a majority in overall beneficial interest, said Parking Rules and Regulations shall be without force and effect. This clause may only be amended by vote of a majority in overall beneficial interest of the Condominium.

b) Allocation of Spaces: Each Unit Owner shall have in common with others a right to park motor vehicles in the following number of spaces all subject to the Rules and Regulations more particularly set forth below:

<u>Unit #</u>	<u>Number of Spaces</u>
201	2
202	2
203	2
204	2
101	11
102	14
103	11
G1	15
G2	<u>2</u>
	61 total spaces

c) From the hours of 7:00 A.M. to 7:00 P.M. Monday - Friday, the spaces abutting the building are reserved for the business invitees of the commercial units.

d) No unregistered motor vehicles may be parked on the premises absent written approval of the Trustees.

e) No trailers of any sort may be parked on the premises absent written approval of the Trustees.

f) No motor vehicle repairs may be performed on the premises absent written approval of the Trustees.

h) The Trustees shall enforce these rules by authorizing the towing of motor vehicles from the premises.

20. The Restricted Common Elements of this Condominium to which Unit Owners have been granted exclusive easements are four storage closets (A, B, C, and D) in the storage building, three attics (A, B, and C) and mechanical rooms. The Trustees shall have the right and obligation to assign one of the storage closets to each of the units 201 through 204.

21. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the Board of Trustees, provided reasonable transition periods are allowed in case of revoked permission.

22. These Rules and Regulations may be amended from time to time as provided in the Trust.

SCHEDULE B
CONDOMINIUM TRUST
RESTRICTIONS ON THE USE OF THE UNITS

This Schedule B is incorporated into and made Section 13 of the By-Laws.

1. No Unit of the Condominium shall be used for any purpose forbidden by the Northampton Zoning Ordinance as a whole.

2. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and exclusive easement area in Restricted Common Elements in accordance with the provisions of the Trust.

3. No pets may be kept in any Unit.

4. Nothing shall be done in any unit or exclusive easement area in Restricted Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings without the prior written consent of the Board of Trustees. Any construction, alteration or remodeling work which affects the structure of any building and which is not otherwise prohibited by the Master Deed shall be undertaken by an Unit Owner (except only emergency repairs) only after written application to the Board of Trustees (specifying the nature and scope of the work in detail) and the written approval of the Trustees.

5. Each Unit Owner shall keep his unit and exclusive easement area in Restricted Common Elements in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors and windows thereof any dirt or other substance.

6. All radio, television or other 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.

7. The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or unit or exclusive easement area in Restricted Common Elements in the buildings at any reasonable hour of the day after notification and at a time that will not unreasonably interfere with business (except in case of emergency) for the purpose of inspecting such unit and/or area and for the purpose of performing work.

8. No Unit Owners or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his unit or exclusive easement area in Restricted Common Elements any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary, or such items as are the normal materials used in the commercial activity conducted in a Commercial Unit.

9. The Board of Trustees, or its 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 Board of Trustees. In case such consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key pursuant to its right of access to the Unit.

10. The use of the units by Unit Owners, or any occupant or any member of his family, or his agent, servant, employee, licensee, lessee or visitor, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.

11. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, lessees or visitors.

12. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. Nothing in this paragraph will be construed to limit the normal operation of retail stores, including music stores.