

WESTVIEW CONDOMINIUM

RULES AND REGULATIONS

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RULES AND REGULATIONS  
OF  
WESTVIEW CONDOMINIUM

1. DEFINITIONS

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

2. USE OF UNITS

2.1 Residential Units are limited to occupancy as Single Family Residences.

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 a name plate not exceeding twenty (20) square inches in area on 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.

2.8 Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.

### 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, except as hereinafter expressly provided.

3.2 No garbage cans or trash barrels shall be placed outside the Units except in areas designated by the Declarant, or after the Takeover Event, the Trustees. 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.

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.

### 4. PARKING SPACES

4.1 Parking spaces in the driveway shall remain undesignated, restricted only to the extent that they shall be used only by 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 specifically trucks, 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 spaces appurtenant to the Building.

5. GARAGES The garages shall be designated as Limited Common Areas appurtenant to individual Units and 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. PATIOS AND DECKS The Patios and Decks shall be designated as Limited Common Area appurtenant to individual Units and the following rules should apply:

7.1 Patios and Decks shall be kept free of debris of any kind, with furnishings limited to ordinary patio and deck furnishings in good condition.

7.2 No fire pits or chiminias shall be utilize on said Patios and Decks.

7.3 Grills are allowed on Patios and Decks as follows:

- a) Electric grills are permitted.
- b) Gas grills are permitted in locations that comply with both local and State Fire codes and Regulations and Master Insurance Policy restrictions.

7.4 Maintenance of Patios and Decks is the responsibility of the Unit Owner including, staining, sweeping, snow and ice removal and repair and replacement.

## 8. ACTIONS OF OWNERS AND OCCUPANTS

8.1 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.

8.2 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 Springfield and shall save the Trust and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

8.3 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.

8.4 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.

8.5 One (1) household pet consisting of small dog or cat (under thirty (30 lbs.) pounds) shall be allowed in each Unit. One household bird and tropical fish shall also be allowed. No reptiles, rodents shall be permitted in the Units or the Common Areas.

## 9. INSURANCE

9.1 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.

9.2 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.

9.3 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.

## 10. GENERAL

10.1 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.

10.2 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.

10.3 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 \_\_\_\_\_, 2015.

IN WITNESS WHEREOF, the Trustee has hereunto set his/her hand and seal on the day and year first above written.

\_\_\_\_\_  
JOSEPH A. PACELLA, Witness

\_\_\_\_\_  
, as Trustee of the  
WESTVIEW CONDOMINIUM TRUST  
and not individually

**COMMONWEALTH OF MASSACHUSETTS**

**Hampden, ss.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as Trustee of the WESTVIEW CONDOMINIUM TRUST and not individually, proved to me through satisfactory evidence of identification, consisting of a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
JOSEPH A. PACELLA, Notary Public  
My Commission Expires: 08/25/2017

**Seal of Notary**