

**Hadley Village Condominium Association
129 Hadley Village Road
South Hadley, MA. 01075
413.532.9410**

By-laws dated April 11, 1991 (amended August 23, 2021)

The Board of Trustees has adopted the enclosed rules and regulations for Hadley Village Condominiums labeled Schedule A to by-laws. The trustees believe that these rules and regulations, by providing a framework to prevent misunderstandings between resident owners, will ensure that Hadley Village continues to be a pleasant and desirable place to live.

Accordingly, please be advised that these rules and regulations have formally been adopted and owners who violate these rules and regulations will be subject to, at the discretion of the Board of Trustees, to fines up to \$50.00 (fifty) dollars, per violation, per day.

The following summarizes the procedures with respect to these rules and regulations:

1. If you are fined for a violation you have the right to request a hearing before the Board of Trustees
2. At this hearing you may state your case and the reasons why the fine should be recinded.
3. The Board of Trustees will then render a decision whether an adjustment of the fine is appropriate or if the fine stands.
4. The decision of the Board of Trustees with respect to fines is final.
5. If a fine is unpaid it will continue as an outstanding obligation against the owner's condominium unit and as with condominium fees is subject to late charges. Such charges remain on the unit owners account and must be paid prior to issuance of a 6D certificate and the sale of the unit is completed.

The Trustees believe that all unit owners will agree that the Trustees have used a common sense approach to insure that no one unit owner's activities will infringe on his/her neighbors.

Should you have any questions regarding these rules and regulations please contact the management office.

**SCHEDULE A
TO
BY-LAWS**

**RULES AND REGULATIONS OF
HADLEY VILLAGE CONDOMINIUM**

1. The provisions of these rules and regulations, as they may be amended, shall govern the Association and shall apply to the Condominium and the use and occupancy thereof. The term "unit owner" shall be defined and shall include present and future owners, mortgagees, lessees, family members, guests, invitees, servants, employees, agents, visitors, guests thereof and any permitted occupants of Units in the Condominium.
2. No part of the Property shall be used for any purpose except residential use and the common recreational purposes related to such residential use for which the Property was designed unless specifically permitted by the By-Laws, rules, regulations or the provisions of the Master Deed of the Condominium. Each one (1) bedroom unit shall be used as a residence for a single family, or two (2) unrelated individuals. A single family for purposes of a one (1) bedroom residence shall be defined as not to exceed three (3) individuals related by blood or law. Each two (2) bedroom unit shall be used as a residence for a single family, or two (2) unrelated individuals. A single family for purposes of a two (2) bedroom residence shall be defined as not to exceed four (4) individuals related by blood or law. No portion of any unit may be used as a professional or business office whether or not accessory to a residential use. No industry, business, trade or occupation of any kind, commercial, religious, educational or otherwise designed for profit, altruism or otherwise, shall be conducted, maintained or permitted in any part of the Condominium.
3. No illegal, noxious or offensive activity shall be carried on in any Unit, or in the common areas, 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 the occupants of other Units. 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 to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

4. Volume of television sets, radios, phonographs and musical instruments shall at all times be kept at a sound level which avoids annoying or disturbing other Unit Owners within the Condominium and/or within the common areas.
5. (a) Except in recreational or storage areas designed by the Board of Trustees, there shall be no playing, lounging, playpens, bicycles, wagons, toys or vehicles, on any part of the common area. Storage by Unit Owners in areas designated by the Board of Trustees, shall be at the Unit Owner's risk.

(b) There shall be no obstruction of the common areas nor shall anything be stored in the common areas. The Board of Trustees will remove any materials or possessions maintained or kept in the common area, the cost of removal of same shall be passed on to the violating unit owner. The Board of Trustees is not liable or responsible for possessions and/or property removed from the common areas and/or hallways. Said possessions and/or property will be thrown away by the Board of Trustees.

(c) Bicycles must be parked in the Units or in the Owner's storage bin. Bicycles must be taken in and out of the buildings through the rear door on the first floor of each building. Any bicycle left in the common area will be removed by the Board of Trustees and will be disposed of immediately. The Board of Trustees assumes no liability or responsibility for any bicycle stored in the storage bins, as Owners, their families, tenants and guests store items in their designate bins at their own risk.
6. (a) No clothes, sheets, blankets, laundry or any other kind of article shall be hung from the windows or placed upon the window sills of any Unit of the Condominium, nor shall any rugs or mops be shaken or hung from or on any of the windows or doors of any Unit of the Condominium. The common areas shall be kept free and clear of all rubbish, debris and other unsightly materials. No garbage or trash shall be in the common areas, except in plastic garbage bags in areas specifically designated for that purpose by the Trustees. Each Unit Owner is responsible for the care and replacement of his/her Unit's window panes, storm windows and screens.

(b) 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 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, roof or any part thereof, or exposed on or at any window, without

the consent of the Board of Trustees. Further, no "For Sale," "For Rent," "For Lease" signs or other window displays or advertising shall be maintained or permitted in any part of the Condominium or in any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

7. Nothing shall be done in any Unit or in, on or to the common areas which will impair the structural integrity of the Condominium or which would change any structural aspect of the Condominium.
8. Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows any dirt or other substance. The toilets and other water drains shall not be used for any purposes other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage to plumbing systems resulting from any misuse shall be paid for by the Unit Owners from whose unit such materials were introduced in the plumbing system. Any damage to any common area including walls, carpeting and/or lawns shall be paid for by the unit owner who causes or whose family, servants, employees, agents, visitors, lessees or licensees cause such damage.
9. Unit Owners may not use within their Unit, barbecues, grills, hibachis or other devices which are designed for cooking outside their unit. Such equipment may only be used on those common areas located outside of the buildings, and must be stored, when not in use, in the Unit Owner's Unit or Storage bin. At no time may any portable cooking apparatus be operated by a Unit Owner, so as to impair the health, safety or equipment of other Unit Owners.
10. The Board of Trustees, (including any managing agent appointed by the Board of Trustees), and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or unit in the Condominium at any reasonable hour for the purpose of taking such measures under emergency conditions as may be necessary for safety and health reasons or to make repairs to such Unit or the common areas as may be required in an emergency situation. Twenty-four (24) hour notice will be provided for other reasons including, but not limited to, controlling or exterminating vermin, insects or other pests.
11. To facilitate such right of access described in paragraph 11, each Unit Owner shall furnish the Board of Trustees with keys

to locked entrances to his/her Unit, and shall promptly furnish new keys when and if such lock is supplemented or changed. Any Unit Owner failing to comply with such requirements shall be fully liable for any damage resulting to either the common area or facilities of the Board of Trustee to gain access to the Unit of such Unit Owner in order to make emergency repairs or take other corrective actions as may be provided for in the Master Deed, or these Rules and Regulations.

12. Supplies, goods and packages of every kind are to be delivered directly to any Unit Owner. The Board of Trustees shall not be responsible for the loss or damage of any such property. In no event shall any Unit Owner provide a key to any building under any circumstances to any vendor, serviceman, workman or delivery man.
13. All personal property of the Unit Owners, in the Units, storage areas, parking areas and elsewhere in the Condominium, shall be kept therein at the sole risk and responsibility of the respective Unit Owner, or occupant, and the Board of Trustees shall not bear any responsibility therefore.
14. Nothing shall be done or kept in any unit or in the common areas which will increase the cost of insurance of the Condominium, or for the contents thereof, without the consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or kept in his/her Unit, or in the common areas which could result in the cancellation of insurance for the Condominium, or for the contents thereof, of which would be in violation of any law. No Unit Owner or occupant of a Unit, or any agent, servant, employee, licensee or visitor of either, shall at any time bring into or keep in his/her Unit any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.
15. All radio, televisions or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations and By-Laws 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. Power tools may not be operated in Units, except during the hours of 9:00 a.m. and 8:00 p.m., or in the case of an emergency. Use of said tools shall not create an unreasonable noise level which interferes with the rights or comforts of

other Unit Owners. Furthermore, use of said tools shall not impair the structural integrity of the Condominium.

17. The Board of Trustees may adopt reasonable rules of behavior and use for the designated storage bins, and all Unit Owners and their families and guests must abide by such rules. Unit Owners may store any item that fits within their designated storage bin so long as the item is not one that is forbidden to be kept in Units by the By-Laws, rules, regulations or provisions of the Master Deed of the Condominium. Garbage, trash and rubbish may not be stored in the storage bins. Unit Owners, their families and guests store items in their designated bins at their own risk.
18. The Board of Trustees may adopt reasonable rules of behavior and use for the designated laundry areas, and all Unit Owners and their families and guests must abide by such rules. The Board of Trustees may charge fees for the use of washing machines and dryers in the designated laundry areas. Funds collected from the use of laundry equipment must be credited against Common Area expenses for the next calendar year. Unit Owners, their families and guests use the laundry equipment which is provided at their own risk.
19. Each Unit Owner is required to report his car registration numbers, home phone number, work phone number and work address with the Board of Trustees. If a Unit Owner is to be absent from his/her Unit for over thirty (30) consecutive days, he must leave an address and phone number where he may be reached with the Board of Trustees.
20. The Board of Trustees may charge guests for the use of the swimming pool and may restrict the number of guests who may use the swimming pools. The Board of Trustees retains the right to require Unit Owners or occupants to provide identification before using the swimming pool. The swimming pool may not be used unless a qualified lifeguard is present. Rules of behavior for the swimming pool area will be established by the Board of Trustees, and all Unit Owners and their families and guests must abide by such rules.
21. A copy of any lease in effect for a Condominium Unit shall be placed on file with the Board of Trustees. Unit Owners may rent their units, for not less than a thirty (30) day period. Unit rentals must be recorded with the Board of Trustees and an address and phone number where the Unit Owner may be reached must be left with the Board of Trustees. Any and all tenants of a Condominium Unit shall certify, by placing his/her signature on file with the Board of Trustees that

he/she has read the Master Deed, Rules, Regulations and By-Laws of the Condominium Association and agrees to comply and be subject to same.

22. Unit Owners may plant or garden in designated Common Areas with the permission of the Board of Trustees. All such gardens must be maintained in a neat and presentable condition by a Unit Owner who has received permission from the Board of Trustees. Gardening and planting tools, equipment, chemicals and fertilizers must be kept in a Unit Owner's unit or storage bin when not in use. At no time may the use or storage of such tools, equipment, chemicals or fertilizers impair the health, safety or enjoyment of the other Unit Owners.
23. Water beds are only permitted in first floor units in those buildings which do not have basements. Unit Owners wishing to install water beds must obtain the prior written approval of the Board of Trustees, which approval shall only be granted upon the presentation of proof of adequate and appropriate insurance coverage. Any loss related to the installation, use or maintenance of a water bed is the sole responsibility of the Unit Owner.
24. Washing of motor vehicles may take place only in designated areas, if any. Parking spaces, other than garages, shall not be used for any purposes other than to park cars, motorcycles, non-commercial trucks or vehicles, trailers or boats. Any vehicle parked in a parking space shall not exceed in length the length of the spot. Motorcycles must be parked in assigned parking spaces, utilizing a board or other device under the kickstand so as to prevent damage to the paving. Parking spaces shall be limited to only one vehicle per space. Commercial trucks, vehicles or trailers providing temporary services to Unit Owners may park in the spots designated by the Board of Trustees as guest spots, but only between the hours of 8:00 a.m. and 6:00 p.m.
25. Any consent or approval of the Board of Trustees required by these Rules and Regulations shall not be effective unless given in writing.
26. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time consistent with the terms of the consent and approval by resolution of the Board of Trustees.
27. The provisions of these Rules and Regulations are severable, and in the event that any of the provisions, or a portion of a provision, of these Rules and Regulations shall be held by

any court of competent jurisdiction to be unenforceable, such holding shall not affect or impair any other provision of these Rules and Regulations, or the remainder of a provision, a portion of which is held to be unenforceable.

28. The Board of Trustees may impose reasonable fines upon Unit Owners and tenants for violations of the By-Laws, rules, regulations or provisions of the Master Deed of the Condominium, which fines may be enforced by the Board of Trustees, through legal actions at law or equity. A fine schedule must be adopted by the Board of Trustees before it can impose any fines. A Unit Owner or tenant is entitled to hearing before the Board of Trustees or the By-Laws Committee if one has been formed by the Board of Trustees upon request, before the Board of Trustees imposes a fine upon him/her.
29. Upon a finding by the Board of Trustees that a Unit Owner is in violation of a provision of the Master Deed, By-Laws or Rules and Regulations, the Board of Trustees shall, in addition to the assessment of fines or the pursuit of any other remedy, require that such Unit Owner provide to the Board of Trustees such verifiable evidence as the Board of Trustees may reasonably require establishing that such a violation has been cured and is no longer being engaged in.