

THE CROSSING AT RIDGEW000 VILLAGE  
CONDOMINIUM TRUST  
RULES AND REGULATIONS  
EFFECTIVE August 25, 2004

The following Rules and Regulations are promulgated pursuant and in conjunction with the Master Deed of The Ridgewood Village Condominium Trust as recorded in the Hampden County Registry of Deeds, Book 7589, page 77 as amended and a Crossing at Ridgewood Village Condominium Trust in said Registry of Deeds Book 7589, page 128: and designed for the benefit of the community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living.

A. DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts's law or administrative regulations:

1. "Residents" means and includes all Unit Owners, their assigns or lessees, and all persons residing in a unit as their domicile or legal residence.
2. "Unit Owner's Handbook" denotes the collection of written policies and procedures, including but not limited to the Rules and Regulations which may be issued to the residents of the community at the discretion of the Trustees.

B. RULES AND REGULATIONS

1. Permanent Use of Common Areas;

The grounds of the common areas are for the use and enjoyment of all residents of the Condominium. However, no objects or fixtures (including, but not limited to, garden decorations, furniture, bird baths, bird feeders, toys, sporting equipment, screen houses), shall be placed or affixed on or about the grounds or any other part of the common areas without prior Board of Trustees approval in writing.

2. Effect on Insurance:

No resident shall use his or her unit in such a fashion as to result in the cancellation of insurance or an increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gun powder, explosives, creosote, and all other materials considered combustible and/or *hazardous* by the Fire Department or other government agency. (This rule exempts propane tanks for outside grills provided the propane is stored outside.) No Unit Owner shall make any addition, alteration or improvement in or to his Unit, which may affect the appearance structure, mechanical or electrical systems, without the prior written consent thereto of the Trustees (includes window and/or door replacement and installation).

Screen/storm doors shall be uniform throughout the development and acceptable make and model numbers may be obtained from the Trustees by the Unit owners. Owner's improvements which exceed a total value of One Thousand Dollars (\$1,000) shall not be made without the consent of the Trustees pursuant to the Declaration of Trust.

### 3. Exterior Decorations, Lights, Fixtures and Signs:

The architectural and structural integrity of the buildings and the exterior of the units shall be preserved without modification. Without limiting the generality of the foregoing, residents shall not place or replace or change any decoration, light, fixture, or sign on the exterior of their unit, including exterior doors, decks, patios, privacy barriers and exterior light fixtures. This rule prohibits the drilling of holes and the use of nails to hang exterior fixtures. All of the front and rear door exterior light fixtures shall automatically be turned on at dusk and off at dawn by an electric eye. The light bulbs serving each unit shall be the responsibility of each owner. In addition, no exterior doors may be painted without the written approval of the Board of Trustees.

The Board of Trustees will approve the seasonal use of exterior door decorations, which may be hung only on one or both entrance doors. None of the exterior vinyl siding or trim may have anything hung on it or nailed into it. Approval of any exterior decorations is at the Board of Trustees discretion.

This rule does not prohibit residents from installing deadbolt lock or locks of a similar nature or design. Residents are encouraged to bring specific security concerns, including concerns relative to lighting, to the attention of the Trustees.

Residents may not display "For Sale", "Open House", or "For Rent" signs or advertisements of any kind in the windows or on the exterior of their Units.

### 4. Storm Doors

All storm doors installed must conform to the accepted style (full light, aluminum storm door) and must be white. Every storm door must be installed in an acceptable workmanlike manner subject to Board of Trustee approval.

### 5. Patios, Decks and Balconies:

Patios, decks and balconies shall be kept in orderly fashion at all times. Residents shall not use patios, decks or balconies for the storage of personal property (except grills and patio furniture) or in any other way which in the opinion of the Board of Trustees detracts from the appearance of the Condominiums.

Grills may be used only in the patio areas and fires should be controlled at all times. Excessive smoke which annoys neighbors is prohibited. Grills should be placed away from the siding with heat from grill. Any damage and resulting repairs will be made at the Unit Owner's expense.

6. Laundry:

No resident shall hang laundry, rugs, drapes and the like from any unit or appurtenance of a unit. No clotheslines are permitted on common areas or patios.

7. Mulch Bed Planting and Potted Flowers:

Residents may plant flowers or shrubs in planting beds situated within their patio areas. This rule is subject to the following conditions:

- a) Only flowers or shrubs may be planted, no trees are allowed;
- b) No flowers or shrubs are to be planted outside the patios;
- c) No artificial garden decorations may be placed in the planting beds.
- d) No extensions of exterior common beds are permitted without the written consent of the Board of Trustees.

All annual flowers planted shall be removed at the end of the growing season, or earlier, if the flowers have died. Maintenance of the flowers as well as weeding is the responsibility of the resident. Maintenance of the patio beds is the responsibility of the Unit Owner; however, the Board of Trustees reserves the right to reassign the maintenance responsibility of the patio area planting beds with notice to Unit Owner. Residents also may plant flowers in containers for use on patios subject to the same rules applicable to bed planting.

The Board of Trustees reserves the exclusive right to determine whether a particular planting, including a container planting, is of good taste and keeping with the character of the Condominium. Unsatisfactory plantings shall be removed at the Unit Owner's expense.

8: Pets:

- a) The Board of Trustees *may* disallow the keeping of a pet which the Trustees, in their sole discretion, interferes with the right to quiet enjoyment of other Unit Owners.
- b) Every pet (cat, dog, bird, and fish) must be registered with the management office before unit occupancy. NO UNIT OWNER OR RESIDENT may have more than one 1 PET (except fish). No pet may weigh over 25 pounds. Any pet not specified above will not be allowed unless prior Board of Trustee approval is given.
- c) Registration includes, where applicable but is not limited to, name, license number, age, weight and acceptable photograph of the pet.
- d) All dogs must be licensed by the City of Chicopee.
- e) All pets are to be walked on hand held leashes.

- f) Pets are not allowed to defecate on Condominium lawns, shrubs, shrub beds or pavement. Pets are to be taken to a designated area, at which time; all waste products are to be immediately picked up and disposed of properly by the Unit Owner. Failure to dispose of waste products or continuous odor from litter boxes will not be tolerated under any circumstances and may be deemed by the Trustees to be a violation under section 7 (a).
- g) Any resident who witnesses a violation of the aforementioned rules may send a written notification (complaint) to the management office detailing the offense. The complaint must be signed by the resident filing the complaint.
- h) Upon receipt of a signed complaint, the management office representative will immediately send a written notice. Pet owners shall be entitled to review all written notices regarding their pet and respond to the complaint. The name of the complainant will not be disclosed. The manager or the Board of Trustees shall have sole authority to determine if a violation occurs. All decisions are final subject to the appeal process set forth below.
- i) Resident shall prevent their pets from becoming nuisances to adjoining residents, including but not Limited to noisy pets.
- j) Any pet owner who violates the aforementioned rules/regulations is subject to specific action based upon the following criteria:

Specific Action

1st offense	- written warning
2 <sup>nd</sup> offense	- \$25 fine
3rd offense	- \$50 fine
Any Further Offense	-\$100 fine each occurrence and subject to pet removal

12. No Offensive Activity

No noxious or offensive activity shall be carried on in any unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other residents or occupants.

13. Parking Spaces/Vehicles:

The following restrictions and regulations shall apply to the use of and occupancy of parking spaces of the Condominium:

- a) The off street, assigned parking spaces may be used only for parking of private, personal use, automobiles, vans, pick-up trucks (up to 3/4 ton) and motorcycles. All such vehicles must be fully registered in accordance with applicable statutes and regulations. No trucks, commercial vehicles, recreational vehicles, vehicles in excess of 16 feet in length, boats, trailers (whether capable of independent operation or attached to automobiles or other vehicles), unregistered vehicles, or vehicles under repair and the like may be parked unless written consent of the Board of Trustees of the Condominium is first obtained. Only I (one) vehicle is allowed in each assigned parking space and “piggyback” (one car behind another in the same spot) parking is strictly prohibited. Notwithstanding the foregoing, the Trustees may allow for the parking of commercial and recreational vehicles on street or in specifically designated areas on Condominium Land.
- b) Each Unit will have the exclusive use of one (1) assigned garage space.
- c) All vehicles shall be parked within their assigned parking spaces.
- d) All residents will be entitled to “on” street parking.
- e) All residents must report vehicle ownership information to the management office. This would include: year, make, model, registration number of all owned and or rented/leased vehicles. Any changes in vehicle information will be reported to the management office at the time of change.
- f) No vehicle repairs will be allowed on any Common Area except within the garage. No vehicles under repair will be allowed to be stored in any portion of (lie Common Area or in “ON” street parking.
- g) Any vehicle parking in a restricted area (tow away zone) for longer *than* 15 minutes (to load or unload vehicle) will be subject to towing at the Owner’s expense
- h) No resident is to park on the side of a street that has posted “NO PARKING ON THIS SIDE OF STREET” signs. Violators will be towed at the owner’s expense.
- i) Any vehicle blocking access to another resident’s garage without permission will be towed at the owner’s expense.
- j) No parking will be permitted on curbs, tree belts, sidewalks or lawns. Violators will be fined \$75 for each occurrence and/or towed. (Refer to page 9, sec. 16, “Rules & Regulations” in the Ridgewood Village Condominium Trust By-Laws).
- k) Commercial or Company vehicles will be allowed to park “ON” street only.

- l) No resident and/or guest will be allowed to park or wash their vehicles in the Community Center Car Wash Area while the Community Center is being rented. (See New Calendar of events posted at mailboxes).
- m) Residents and their guests using the pool will be allowed to park in the Community Center parking areas provided there is NO Community Center Event scheduled. (See New Calendar of Events posted at the mailboxes).
- n) If a snowstorm occurs overnight and ends by daylight, it is the goal of the Association to have the initial cleanout of the storm occur by 7AM (weather permitting) (one pass through the driveways and the roadways). To allow contractors to finish the snow removal, all vehicles must be moved from the parking lots and streets no later than 10 AM. Any vehicles not moved will be towed at the owner's expense.

For storms that occur during the daylight hours, it is the goal of the Association that the cleanout of the roads and parking areas occur by 4PM (weather permitting). To allow contractors to finish snow removal, all cars must be removed from parking areas and streets by 7PM. Also, please clear all newspapers and mats from doorsteps so as to avoid damage to snow removal equipment. Any vehicles not moved will be towed at the owner's expense.

- o) All guest vehicles remaining on site (parked in the Street) for more than 48 hours must be registered with the office to prevent towing of the vehicle at the owners expense.
- p) Instances where vehicles using the parking facilities and areas of the Condominium do not comply with the foregoing provisions, or in the case of unregistered or non-operational vehicles, the Trustees are authorized to allow the towing of the non-complying vehicles at the expense of the Unit Owner or resident who owns the vehicle or of the vehicle belongs to the guest of a Unit Owner, the expense shall be charged to that Unit Owner.
- q) Dirt bikes, snow mobiles, three and four wheel all terrain vehicles and/or any other off road; motorized apparatus are not allowed to be operated on the property.
- r) Recreational vehicles: Riding or parking any pedal powered or motorized vehicle, including automobiles, on the lawns or sidewalks, including but not limited to, moving vans and motorcycles, will be assessed a fine of \$75 to the unit owner.

#### 14. Garage Doors and Electricity

For security reasons and appearances, all garage doors must be closed at all times when the garage is *not* being actively used. If a garage door is left open, it will be closed by maintenance personnel and a fine of \$10 will be levied to the Unit Owner. The electrical light and outlet in each garage may *ONLY* be used for operation of lights and garage door openers. No other use of the electricity is allowed and Unit Owners may be billed for excessive usage.

15. Dumpsters:

Garbage and rubbish must be wrapped and put into the dumpsters. Areas in front of dumpsters are not to be obstructed at any time in any manner. Violation of this rule will be followed by immediate removal of the rubbish at the resident's expense. All cartons must be broken down and flattened before being placed in the dumpsters. No trash may be left out on patios, door stoops or other common areas. Recycling of bottles, cans and paper is to be followed according to instruction by the City of Chicopee.

16. Rentals/Offsite Unit Owners:

- a) All offsite Unit Owners shall register with the condominium management the names, addresses and phone numbers of tenants in each unit owned by the Unit Owner within thirty (30) days of commencement of the lease for said units.
- b) The Trustees reserve the right to screen prospective tenants and to require the use of a standard lease. No unit may be leased for a period of less than six (6) months and tenant may not have the right of subletting or assignment.
- c) All offsite Unit Owners are responsible for the acts and omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant (s).
- d) Offsite Unit Owners shall protect the Rights of Unit Owners who reside in units adjoining the rental property by enforcing the excessive noise, pet and parking regulations contained in these rules and regulations. All leases shall be specifically subject to these Rules and Regulations.
- e) The Trustees reserve the right to require separate damage deposits for rentals, to be held in escrow.

Rules 16 (a) (b) and (e) above shall not apply to any Units owned or controlled by the local housing authority, Executive Office of Communities and Development (EOCD) or successor agencies.

17. Security:

Each Unit Owner shall be responsible for the safety and security of persons and property within his or her Unit and its appurtenant areas, and the Trust shall have no responsibility or liability therefore.

18. Unit Owner's Insurance

Each Unit Owner may obtain at his or her own expense, liability insurance and casualty or physical damage insurance on the personal property within such Unit in the amount of its full insurable value. All such insurance shall contain provisions waiving the insurers right to subrogation and contribution as required by the Condominium Trust. Any Unit Owner shall be obligated to make a claim of property loss under its own policy before making a claim against any other Unit Owner or the Trust based upon negligence or any other theory of liability.

19. Community Amenity Use:

The Trustees may promulgate rules and regulations for the use of any amenities on a season-to-season basis.

20. Collection of Overdue Common Area Fees:

The Trustees may impose a late charge of Ten Dollars (\$10.00) if any special assessment, monthly installment, fine or late charge, interest or legal fee (the "assessment") is not received by the tenth (10th) day of the month when due. If such assessment is not received within thirty (30) days when due, the Trustees may impose a late charge of not more than Fifty Dollars (\$50) per month until payment in full is received.

21. Violations:

Violation of any Rule or regulation, or the breach of any provision of the Declaration of Trust, By-Laws, Master Deed or of the Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against Unit Owners or residents for such violations. No fine may be levied for more than Ten Dollars (\$10) for any one violation (except as otherwise stated in the pet and parking, recreational vehicle and collection sections) but each day of a violation shall be considered a new violation. Collection of fines may be enforced against the Unit Owners or residents involved as if the fine were common area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner or Resident, the Trustees shall have the power to require such Unit Owner or Resident to post reasonable bond to secure adherence to said Rule and Regulation, Declaration of Trust, By Laws, Master Deed or the said Unit Deed. All fines shall be a personal obligation of such Unit Owner and shall be deemed to be a lien against the unit of such Unit Owner enforceable in accordance with Section 6 of the Condominium Law. Community amenity privileges shall be withdrawn until violations cease and levied fines are paid.

22. Attorney's Fees and Costs:

Any Unit Owner, resident, or guest of the Unit Owner who violates the Rules and regulations (as the same may be amended and adopted from time to time), or the Master Deed as the Unit Deed, as the same may be amended from time to time, or is responsible for any such violation, shall pay all costs and expenses incurred by the Trust, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws and Master Deed or the said Unit Deed.

23. Resident's Right to Hearing

Any resident aggrieved by any fine or penalty imposed by the Trustees shall have the right to a hearing before the Board of Trustees or their assigned agent, provided however, that said resident requests a hearing in writing within ten (10) days of the Trustee act or action which forms the basis of the Resident's grievance. Said hearing shall be held within thirty (30) days of receipt of the written request for hearing or scheduled for the next Board of Trustee meeting and shall be conducted in closed session, unless the resident requests in writing that the hearing be open to all residents.

24. Amendments of Rules and Regulations:

Any amendments of the Rules and Regulations, or consent or approval given by the Trustees under these Rules and Regulations may be added to or amended from time to time as provided in the Declaration of Trust; provided, however, that these Rules and regulations may not be amended without the express written consent of the Executive Office of Communities and Development (EOCD).

25. Sales of Condominiums:

All prospective purchasers must meet with the Association Manager and one member of the Board of Trustees at least two (2) weeks in advance of the closing of the sale of the Unit for the purpose of reviewing the Rules and Regulations, must sign a letter stating that they have been reviewed at that time, present a copy of the Purchase and Sale agreement for the sale of the Unit and receive a copy of the current pertinent materials, including but not limited to pet registration forms, unit owner information forms, satellite installation forms, etc. An owner requesting a 6D (resale certificate) will be charged \$30. If the prior conditions are not met a certificate will not be released.

26. Pool Rules
- a. All persons using the pool do so at their own risk. The Association is not responsible for any injuries to persons or property, lost items or damages.
  - b. The pool is open daily from 9AM until 9PM.
  - c. THERE IS NO LIFEGUARD! Parents are responsible for their children and their children's friends.
  - d. No one under the age of 16 years is allowed to use the pool without a parent or guardian supervision.
  - e. Proper attire is required (bathing suits). No cut off jeans are allowed.
  - f. Absolutely no alcohol or food is allowed in the pool area.
  - g. Non-alcoholic beverages must be in non-breakable containers only
  - h. Individuals who interfere with the rights of other pool users to enjoy the pool (running, horseplay, jumping, foul language, excessive splashing) will be given a verbal warning. Failure to heed this warning will result in being banned from the pool for the remainder of the day. Continued violations will result in being banned for the remainder of the season.
  - i. All persons should take a cleansing shower before entering the pool. Hair shampooing in the shower is not allowed.
  - j. Individuals with briefs and those not toilet trained will not be allowed in the pool. Individuals with infectious diseases are respectfully asked to refrain from using the pool.
  - k. Toilet trained toddlers are allowed to use "swimmies/wings" flotation devices and life jackets but must be under the direct supervision of an adult while in the pool. NO INNER TUBES OR OTHER FLOTATION DEVICES FOR ADULTS ARE ALLOWED.
  - l. All guests must be accompanied by residents.
  - m. Children 16— 18 years of age who are residents may have guests with them when using the pool. HOWEVER, when the resident child leaves, the friend must leave the pool area.