

**AMENDED AND RESTATED RULES AND REGULATIONS OF
ISABELLE GARDENS CONDOMINIUM**

Rocco J. Falcone, with a mailing address of 48 Center Square, East Longmeadow, Massachusetts 01028 and Ziter S. Salomey, with a mailing address of P.O. Box 1203, Westfield, Massachusetts 01086, being a majority of the Trustees of the Isabelle Gardens Condominium Trust created by Declaration of Trust dated July 25, 2008 and recorded in the Hampden County Registry of Deeds at Book 17406, Page 73 (the "Trust"), pursuant to Sections 5.1.6 and 5.12 of the Trust, hereby amend and restate the Rules and Regulations of the Isabelle Gardens Condominium which were attached to the Trust as Exhibit A, effective as of the date set forth below.

These Rules and Regulations are adopted for the benefit of Owners of Units at ISABELLE GARDENS CONDOMINIUM (the "Condominium"). They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere with, restrict, or burden the use of property.

All residents and guests are expected to abide by these rules, which are meant to supplement the provisions of the Master Deed and Condominium Trust.

Any terms used herein and not defined shall have the meaning ascribed to them by the Master Deed, the Condominium Trust, or Chapter 183A, as the case may be.

1. **GENERAL.** Except as otherwise set forth in the Master Deed or Trust, nothing shall be done or kept in any Unit, Limited Common Areas and Facilities or Common Areas and Facilities which will increase the rate of insurance of the Condominium. No Unit Owner shall permit anything to be done or kept which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law. No waste shall be committed in the Limited Common Areas and Facilities or Common Areas and Facilities. No use shall be made of the Common Areas and Facilities other than the uses permitted in the Master Deed, the Trust or by the Trustees.

2. **HOUSING FOR OLDER PERSONS.** The Units in the Condominium are intended primarily for the housing of persons fifty-five (55) years of age or older (an "Eligible Resident" or "Eligible Residents"), and each Unit is hereby restricted to occupancy by an Eligible Resident or Eligible Residents or, in the event of the death of an Eligible Resident occupying a Unit and in accordance with the terms of the Condominium Trust, the surviving spouse of such Eligible Resident. Further information on this restriction is contained in Section 8 of the Master Deed, which Section 8 also sets

forth the rights and responsibilities of the Trustees and the Unit Owners in order that the Condominium qualifies as Housing for Older Persons under the Fair Housing Act.

3. ADDITIONS TO EXTERIOR OF THE BUILDINGS. Changes or fixtures affecting the appearance of the exterior of any Building (as defined in the Master Deed), such as, without limitation, skylights, chimneys, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screens and enclosures, statues, urns, animal facsimiles, fences, or the like shall be made only with the written consent of the Trustees. Satellite television antennas or dishes with a diameter of eighteen inches or less may be installed on the rear of a Building, but only with the advance written approval of the Trustees, who shall designate the location for installation of such antenna or dish.

No part of the Common Areas and Facilities or Limited Common Areas and Facilities of the Condominium shall be decorated or furnished by a Unit Owner in any manner, nor shall the exterior surface of any entrance door to a Unit be painted or otherwise decorated in any manner, except with the prior written approval of the Trustees and in accordance with the provisions of the Master Deed and Bylaws, as amended.

4. NOISE. Owners and guests will be expected to reduce noise levels between 10:00 PM and 7:00 AM so that neighbors are not disturbed. At no time are musical instruments, radios, televisions or pets to be so loud as to become a nuisance.

5. OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS. Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside the Unit, except for appropriate seasonal use furniture, which when used outside, shall be maintained and located on the deck or patio appurtenant to the Unit only and in such fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.

6. OUTDOOR GRILLS. The use of outdoor cooking grills within five (5) feet of a Unit is prohibited. Storage of any type of grill outside of the Unit is prohibited except on the deck. When in use, cooking grills shall be maintained and used in such a fashion as to meet the safety and aesthetic standards established by the Trustees, from time to time.

7. FRONT PORCHES, DECKS AND PATIOS. Each Unit Owner shall be responsible for removing snow, ice, leaves and debris from any porch, deck or patio which is appurtenant to such Owner's Unit.

8. CLOTHES LINES. No clothing, linens or similar materials shall be hung or otherwise placed on the Units, Common Areas and Facilities or Limited Common

Areas and Facilities. No such articles shall be placed in a Unit or Limited Common Areas and Facilities so as to be exposed to public view.

9. STORAGE. Except for storage in the storage areas and/or garages deeded as part of a Unit, or in other areas as may be designated by the Trustees, there shall be no storing or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles (other than automobiles), trailers, tools, benches, chairs, or other items in any part of the Common Areas and Facilities.

10. WOOD STORAGE. No more than one quarter (1/4) cord of wood may be stored at any one time on the rear patios or decks. All wood is to be stored in a container or rack designed for such use. Wood may not be stored outside on the ground, nor can it be placed on decks (except in a container or rack).

11. FLAMMABLES STORAGE. No Unit Owner or occupant or any of his or her agents, lessees, or visitors shall at any time bring into or keep in his or her Unit, Common Areas and Facilities or Limited Common Areas and Facilities any flammable, combustible or explosive fluid, material, chemical, or substance; except that such lighting and cleaning fluids as are customary for residential use may be kept in Units.

12. IMPROVEMENTS TO COMMON AREAS AND FACILITIES. Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Trustees, except that a Unit Owner may plant flowers or other appropriate plantings in the flower beds immediately adjacent to such Owner's Unit. No exterior or landscape ornamentation is permitted. A Unit Owner who wishes to have a separate flower or vegetable garden must submit a sketch to the Trustees showing the proposed location and size of the garden. Gardens may only be located behind the Units. The Trustees shall have the sole discretion to approve the proposed garden and, further, shall have continuing discretion to revoke said approval at any time.

13. IMPROPER USE OF COMMON AREAS AND FACILITIES. There shall be no use of any Common Areas and Facilities which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the Owners in the enjoyment of the Condominium. There shall be no obstruction of the Common Areas and Facilities without the prior written consent of the Trustees except as expressly permitted in the Master Deed, in the Condominium Trust or in these Rules and Regulations.

No unauthorized person, including Unit Owners, shall be permitted on the roof of the Condominium Buildings.

There shall be no organized sports activities, or picnicking or fires, except in those areas, if any, which are approved for such use in writing by the Trustees. Under no

circumstances may a fire of any kind (excluding barbecue grills) be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the local Fire Department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority.

14. HOUSEHOLD PETS.

(a) Any Unit Owner or occupant desiring to bring a pet into the community must register the pet with management. Such registration shall include a copy of this regulation signed by the Unit Owner or occupant and a member of the Board of Trustees. A copy of the registration shall be placed in the minutes of the Board of Trustees meeting following signing.

(b) No pets other than common domestic animals having a shoulder height of twenty-four (24) inches or less shall be kept in any Unit. Such animals include, but are not necessarily limited to dogs, cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if properly caged). Notwithstanding the foregoing, no Rottweilers, Mastiffs, Pit Bulls or offspring of the same shall be kept in any Unit and under no circumstances are reptiles or "exotic" animals to be kept in any Unit. Service animals, including those which do not conform to the restrictions set forth in this paragraph, will be permitted for use by people with disabilities. Service animals will be subject to the rules and regulations contained herein.

(c) No dog shall be allowed in or on the Common Areas and Facilities or Limited Common Areas and Facilities unless it is on a leash held by the Unit Owner, occupant or other responsible individual.

(d) No pet shall be tied to any Common Areas and Facilities or Limited Common Areas and Facilities at any time.

(e) The pet's owner shall immediately properly dispose of the pet's defecation on any Common Areas and Facilities or Limited Common Areas and Facilities.

(f) The repair of any damage caused by a pet, including but not limited to staining of grass and shrubs, shall be the responsibility of the Owner of the Unit in which the pet lives. The Trustees are authorized, in their sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, and the Owner of the Unit in which the pet lives shall be assessed the cost of such repair.

(g) Any repeated disturbance caused by a pet shall be cause for the pet's removal from the Condominium premises, by vote of the Trustees recorded in the minutes.

(h) All dogs shall have rabies and distemper vaccinations annually, proof of which shall be provided to the Trustees on a current basis.

(i) Each Owner shall hold the Trustees and each of the Unit Owners and their respective agents and employees harmless against loss, liability, damage or expense for any actions of such Unit Owner's pet(s) within the Condominium.

15. DRIVEWAYS AND PARKING AREAS. Owners shall be responsible to see that neither they nor their guests interfere with the right of other Owners and their guests to the appropriate use of driveways and parking areas. With the exception of changing a flat tire or cleaning, washing and/or waxing a vehicle, no type of vehicle maintenance is permitted within the confines of the Condominium. Use of the parking spaces and/or driveways for purposes other than parking (e.g. storage of furniture, automotive repair, maintenance, furniture refinishing, etc.) is prohibited.

16. VEHICLES. Only cars and light trucks without signage are permitted to park overnight in the common parking or driveway areas. All persons shall comply with Massachusetts laws, the regulations of the Department of Motor Vehicles and Westfield ordinances while on the roads and driveways within the Condominium. Posted speed limits on the Condominium roadways shall be obeyed at all times.

No recreational vehicles (campers, boats, motor homes, snowmobiles etc.) or commercial vehicles will be allowed to park overnight except with the express written authorization of the Trustees. If such permission is granted, the permitted vehicle must be parked in the common parking area or driveway and shall not be used as living quarters.

All vehicles within the confines of the Condominium must be in operable condition and have current license plates and inspection stickers (if required). Any vehicle not in conformance with the above may be moved or removed by the Trustees, without notice and at the expense of the Owner.

Under no circumstances are vehicles permitted on other than designated paved areas of the Condominium without the express written authorization of the Trustees or their designated agent. At no time shall the access area in front of a walkway be blocked by a parked vehicle. No vehicle shall be parked so as to block access to any roadway or parking area. No overnight parking on the roadway is allowed. Violations may result in a per occurrence fine imposed by the Trustees.

17. SNOW REMOVAL. During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and/or

driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove the vehicle from the parking area until the snow plowing is complete. The Trustees are authorized to impose a per occurrence fine for failure to do so.

18. SIGNS. The Owners of Units may not place any signs on the exterior of a Building or windows of such Units, or in such other place as may be visible from the exterior of the Unit.

19. ABUSE OF MECHANICAL SYSTEMS. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other Building service system of the Condominium caused by such Unit Owner by misuse of those systems.

20. OFFENSIVE ACTIVITIES. No Owner may use or maintain his/her Unit or the Common Areas and Facilities appurtenant thereto for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive.

No Unit Owner shall engage in or permit offensive activities or any noises by such Owner, or such Owner's family, agents or visitors, nor do or permit anything to be done by such persons either willfully or negligently that:

- (i) may be or become an annoyance or nuisance to the other Unit Owners or occupants;
- (ii) will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants;
- (iii) may or does cause damage to any other Unit or to the Common Areas and Facilities or Limited Common Areas and Facilities; or
- (iv) results in the removal of any article or thing of value from any other Unit Owner's Unit or Limited Common Areas and Facilities or from the Common Areas and Facilities of the Condominium.

Any Unit Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the elimination of such damage or replacement of the item removed. The Trustees may assess to such Unit Owner the costs involved with such elimination or replacement.

21. MOVING. Moving companies or other furniture movers, including Unit Owners and/or Unit occupants, shall neither move into Units nor out of Units before 7:00 AM or after 10:00 PM.

22. LITTERING. There will be no littering. Paper, cans, bottles, cigarette butts, and other trash is to be deposited only in trash containers and under no circumstances are such items to be dropped or left on Common Areas and Facilities.

23. TRASH DISPOSAL. All garbage, trash cans and bottles must be bagged or wrapped. Trash is to be stored in plastic bags or non-metallic containers designed for such use. Garbage cans and recycling bins shall be kept within each Unit in a manner so as not to permit the spread of fire or encouragement of vermin. No trash shall be placed in Common Areas and Facilities except for contained trash on days of trash pickup only. It shall be the Unit Owner's or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pickup.

24. STRUCTURAL INTEGRITY OF THE BUILDINGS. Nothing shall be done in any Common Areas or Facilities which will impair the structural integrity or fire rating of any Building or Building component, nor shall anything be done in or on said areas which would structurally change any Building, without the prior written permission on each occasion by the Trustees and the issuance of a building permit by the City of Westfield.

25. DAMAGE. Any damage to any Building, Common Areas and Facilities or Limited Common Areas and Facilities caused by a Unit Owner or occupant, his/her family, guests, agents, servants, employees or licensees shall be the responsibility of the Unit Owner.

26. SAFETY. Each Unit Owner assumes responsibility for his/her own safety and that of his/her family and guests.

27. PLUMBING. Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness. Plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed. The Unit Owner shall pay for any damage to the plumbing system of any Building resulting from such misuse.

28. GUESTS. Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Trustees shall have the right to require that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests. Any child on the Condominium property shall at all times be under the supervision of a responsible adult who will direct and control the activities of such child in order that such child conforms to the Rules and Regulations of the Condominium.

29. COMPLAINTS. Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is

justified, they will take whatever action they deem necessary. The complainant will be notified, in writing, by the Trustees as to what action has been taken. Each Owner has the right to protect his/her interest in the event the Trustees choose not to take action on a complaint. The Trustees are not required to take any action upon receipt of a complaint.

30. AMENITIES. Only residents of the Condominium and their guests may use the Condominium amenities appurtenant to Units in the Condominium.

31. VENDING, PEDDLING OR SOLICITATION. No person, including a Unit Owner, shall enter or go through the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for or distributing any handbill, pamphlet, circular, tract, book, notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the prior written consent of the Trustees. Notwithstanding the foregoing, nothing herein shall be construed as to limit Declarant, or its successors and/or assigns, from engaging in such activities in connection with its sales and marketing activities.

32. AMENDMENT. These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided that a written communication is sent to each Owner advising of the change.

33. DELEGATING OF POWERS. The Trustees shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

34. ENFORCEMENT. The Trustees are authorized, in their sole discretion, to impose monetary fines or penalties for violation of these Rules and Regulations. Further, the Trustees have the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which, under the circumstance, would be unfair or impractical to enforce.

35. RIGHT TO A HEARING. Any resident, Owner or guest aggrieved by any fine or penalty imposed by the Trustees will be granted a hearing, provided that said aggrieved party requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within twenty-one (21) days of receipt of the written request for hearing, and shall be conducted in a closed session by the Trustees. The party aggrieved, the Unit Owner and/or his/her representative, and the complainant are required to attend the hearing.

Executed as a sealed instrument this ___ day of _____, 2013.

ROCCO J. FALCONE, TRUSTEE

ZITER S. SALOOMEY, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this ___ day of _____, 2013, before me, the undersigned notary public, personally appeared ROCCO J. FALCONE, () personally known to me or () proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it of his own free act and deed and voluntarily for its stated purpose.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ___ day of _____, 2013, before me, the undersigned notary public, personally appeared ZITER S. SALOOMEY, () personally known to me or () proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it of his own free act and deed and voluntarily for its stated purpose.

Notary Public
My commission expires: