

Berkshire Middle District Registry of Deeds

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AMENDMENT TO BERKSHIRE COUNTRY MEADOWS TRUST TO CONSOLIDATE RULES AND REGULATIONS

PREAMBLE

These Consolidated Rules and Regulations replace all prior Rules, Regulations and amendments thereto. These Rules and Regulations are the Rules and Regulations of the BERKSHIRE COUNTRY MEADOWS TRUST as of the date of the signing below.

SECTION 1 – PURPOSE

This document outlines the rules and regulations for the Berkshire Country Meadows Trust, a Massachusetts corporation. The Board of Trustees of the Berkshire Country Meadows Trust adopted these rules and regulations in accordance with the Massachusetts Condominium Act (Chapter 183A), and the Master Deed and Declaration of Trust, recorded in the Berkshire Middle District Registry of Deeds in Book 3468, Page 219, and Book 3468, Page 241, respectively. They govern the use, maintenance, and enjoyment of Units and the Common Areas and Facilities to protect the property and promote community harmony.

These Rules and Regulations are intended to augment the Master Deed, Declaration of Trust, and the Massachusetts Condominium Act (Chapter 183A) — not replace them — by providing clearer guidance in areas such as architectural approvals, landscaping, parking, common area use, noise, pets, and enforcement procedures.

These Rules and Regulations are intended to be in the collective interest of all Unit Owners to preserve and enhance property values, foster a harmonious living environment, and ensure fair, consistent standards across the community.

SECTION 2 – DEFINITIONS

As used in these Rules and Regulations:

- a. "Property": the land and buildings governed by the Master Deed, including the Units and the Common Areas and Facilities;
- b. "Unit": residential dwelling constructed on the Property;
- c. "Unit Owner": legal owner of the Unit;
- d. "Common Areas and Facilities" shall have the same meaning ascribed to such term in the Master Deed;

- e. "Common Land" shall mean the same as "Common Area and Facilities";
 - f. "Trust": Berkshire Country Meadows Trust;
 - g. "Trustees" and "Board of Trustees": Elected board managing the Trust;
 - h. "Family": Unit Owner, Spouse or Domestic Partner, as well as their parents, step-parents, children, stepchildren, siblings with their spouses or domestic partners, nieces, nephews, grandchildren, or grandparents, and any live-in caregiver or nurse engaged to assist the Unit Owner or an immediate family member. (Domestic partner shall be defined as any person with whom the person maintains a committed, long-term, domestic relationship.)
 - i. "Residents": Family or tenants, as defined in the Master Deed, who sleep overnight in the Unit.
 - j. "Exclusive Use Area": As defined in the Master Deed.
- and
- k. The masculine gender shall include the feminine and neuter genders, and the singular case shall include the plural case.

SECTION 3 – USE OF UNITS

- 3.1 SINGLE-FAMILY USE. Units may only be used for residential purposes by one family or no more than three unrelated people, as specified in the Master Deed, Section 6, with an exception made in Amendment 33 of the Master Deed relating to units 4 and 9.
- 3.2 NO BUSINESS. No business, trade or profession shall be conducted or permitted, except that a private consulting practice or similar practice may be operated by a Unit Owner within his Unit provided that it does not affect the residential character or quality of the Property.
- 3.3 NO SIGNS OR SOLICITING. No signs, including real estate and political signs, window displays or advertisements, are allowed on any portion of the Property, including individual Units. No door-to-door canvassing or door-to-door soliciting of any kind shall be conducted or permitted on any part of the Property, whether for profit or altruistic purposes or a political purpose.
- 3.4 MAINTENANCE OF UNIT. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, including the condition of the exterior siding, roof, decks, patios, and steps. And no Unit Owner shall permit dirt or other substances to be swept or thrown from doors or windows.
- 3.5 NO CLOTHESLINE. No clotheslines or outdoor drying of items.

- 3.6 FIRE CODE. Appliances, electronic devices, and electrical equipment must comply with all applicable fire codes, including the rules, regulations, requirements, and recommendations of the New England Fire Rating Association (or other organizations with similar functions) and all laws, ordinances, rules, and regulations of governmental authorities with jurisdiction. Unit Owner shall be liable for any related damage or injury.
- 3.7 NO IMPACT ON INSURANCE. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities, which will increase the cost of insurance, or result in the cancellation of insurance or refusal to insure at a reasonable premium, on any building, structure or other facility, or the contents thereof, on the Property. No fireplaces or fuel-burning stoves (other than kitchen ranges) shall be permitted in Units (unless originally installed therein) without the prior approval of the Trustees.
- 3.8 GARAGE DOORS: Garage doors should remain closed unless in active use.

SECTION 4 - ARCHITECTURAL GUIDELINES AND EXTERIOR MODIFICATIONS

- 4.1 MODIFICATIONS. Trustees must approve all exterior and structural modifications, whether material or immaterial, before work begins. Unauthorized changes must be reversed at the demand of the Trustees. No patio, porch, deck or balcony may be enclosed or covered in whole or in part by any awning, screen or other means without the prior written approval of the Trustees. Minor repairs to the existing exterior with the sole purpose of restoring them to their original condition do not need Trustee approval.
- 4.2 UNIT COLOR: No Unit Owner shall paint, stain or otherwise change the color of any exterior portion of his Unit without the prior written approval of the Trustees.
- 4.3 SOLAR PANELS: Solar panels can be installed only on Unit roofs under Massachusetts General Laws, Part II, Title 1, Chapter 184, Section 23C. They are not allowed anywhere else on the Property, including the Exclusive Use Area adjacent to a Unit, porches or decks.
- 4.4 DECORATIONS AND FLAG POLICY. Temporary seasonal decorations and U.S. flags may be displayed on the permanent flag bracket installed on the front porch of the Unit if there is one, provided that they comply in spirit and in fact with the NO SIGNS and NO NUISANCE provisions in this document. No poles may be installed, as specified in the Master Deed.
- 4.5 CERTIFICATES OF INSURANCE: If any exterior modification, structural modifications or solar installations are to be made as indicated in section 4.1, for example, if an exterior change is to be made with the prior approval of the Trustees, the Unit Owner must obtain certificates of insurance for general liability insurance of no less than \$1,000,000 and workmen's compensation insurance for no less than \$1,000,000 from each contractor and subcontractor. These certificates must be on file with the Trustees before any work. Such certificates must contain proper endorsements to name the Trust and the Unit owner as additional insured parties.

SECTION 5 – LANDSCAPING AND MAINTENANCE

5.1 DEFINITIONS:

- a. “Trust Plantings” include any shrubs, trees, or perennial plantings installed initially by the developer or Trust or subsequently replaced by the Trust. “Trust Plantings” include plantings in the planting bed in front of the unit and elsewhere on the Common Areas and Facilities, such as between houses and around utilities.
- b. “Unit Owner Plantings” include any plantings installed at the request of the Unit Owner, in the front bed, the Exclusive Use Area and elsewhere, subject to prior written approval from the Trust.
- c. “Front Planting Beds” are the original planting beds in front of and immediately adjacent to each Unit or porch.
- d. “Extended Planting Beds” are planting beds around each Unit within the Exclusive Use Area on the sides and/or rear of their Unit.

5.2 TRUST PLANTINGS

- a. **Maintenance**
Trust Plantings are maintained, replaced, or removed at the sole discretion of the Trust. If a Trust Planting is dead or dying, it will be replaced by the Trust at the discretion of the Trustees.
- b. **Unit Owner Notification**
If the Unit Owner notices that any Trust Plantings are dying, diseased or dead in the Unit Owner’s front planting bed, the Unit Owner may contact the Landscaping Committee for an evaluation. The Landscaping Committee will make a recommendation to the Trustees.
- c. **Replacement Trust Plantings**
If the Trust agrees to replace a Trust Planting, Unit Owners may participate in selecting replacement plants in the Unit Owner’s front planting bed. All proposed replacements must be reviewed by the Landscaping Committee and approved by the Trustees. If the Trustees determine the cost of the Unit Owner’s selected plants is excessive, the Unit Owner must pay the difference.
- d. **Repositioning or Removal of Healthy Trust Plantings**
If a Unit Owner wishes to reposition or remove healthy Trust Planting, the Unit Owner must submit a schematic and a written proposal to the Landscaping Committee for review and then approval by the Trustees. Plants must be repositioned or removed by a Trust-approved landscaper and done at the Unit Owner’s expense.
- e. **Ownership of Trust Plantings**
Trust Plantings are owned by the Trust. If removed, Trust Plantings may be used elsewhere on the Property or disposed of at the discretion of the Trustees.

5.3 UNIT OWNER PLANTINGS

- a. Maintenance
Unit Owner shall maintain the health and appearance of all Unit Owner Plantings at their own expense in perpetuity. They may not be altered without Trustee approval.
- b. Unit Owner Plantings in the Front Planting Bed
Unit Owners may redesign their Front Planting Bed and/or install new plants in the Front Planting Beds by following this procedure: The Unit Owner must submit a schematic and a written proposal to the Landscaping Committee for review, and then it must be approved by the Trustees before work begins. Unit Owner may purchase and plant a Unit Owner Planting without using a Trustee-approved landscaper. All costs for the Front Planting Bed are the Unit Owner's responsibility in perpetuity. The Trustees and the Landscaping Committee shall maintain a record of such changes.
- c. Plantings and Beds Within the Extended Planting Bed
Unit Owners may plant trees, shrubs and bushes, or create or extend flower beds around their Unit, subject to the following conditions:
 - a. Approval Required
The Unit Owner must submit a schematic and a written proposal to the Landscaping Committee for review, and then it must be approved by the Trustees before work begins.
 - b. Setback and Access Restrictions
Extended Planting Beds may not extend more than 10 feet from the Unit's foundation. Plantings must not block or limit access to faucets, utility connections, exhaust vents, or create a fire hazard. Planting beds and plants may not interfere with the lawn or Trust Plantings maintenance by the Trust.
- d. Unit Owner Plants Between Units and at the Edge of the Property
Unit Owners may be granted permission to plant trees between units and/or on the border area between the Property and property outside of the community, such as Walden Village, Upland Road or East Acres Road. The Unit Owner must submit a schematic and a written proposal to the Landscaping Committee for review, and then it must be approved by the Trustees before work begins. All installations between units and those at the edge of the property must comply with the following in fact and in spirit:
 - a. Must not create a barrier, hedge, fence, or other obstruction that impedes the passage of people or animals between or around the plants.
 - b. Must not block or impede access to Common Areas and Facilities, including access needed for mowing, snow shoveling or maintenance.
 - c. Must not give the impression that any portion of Common Areas and Facilities is privately owned (e.g., cannot imply property lines or restrict shared lawn access).
 - d. Must include an accessible opening for emergency and landscaping access.

- e. Unit Owner shall maintain the health and appearance of all the Unit Owned plantings at their own expense in perpetuity. They may not be altered without the Trustees' approval.
 - f. Adjacent Unit Owners may object if the new plantings will impede their view or otherwise diminish the enjoyment of their Units.
 - g. The selected trees are consistent with the approved flora and fauna for the Property.
 - h. Must be approved in writing by the Trustees before construction begins
- e. **Prohibited Plants**
Tall trees, invasive species, and/or plants with aggressive root systems are not allowed. This includes trees and shrubs that may damage foundations, driveways, or underground utilities.
 - f. **Annuals and Small Perennials**
Unit Owners may plant annuals and small perennials without prior approval from the Trustees in approved beds.
 - g. **No Structures or Fences**
No structures or fences shall be allowed, except as approved under the "LIMITED FENCE EXCEPTIONS" listed in section 8.2.
 - h. **Dig Safe**
Unit Owners must call Dig Safe before any digging and follow instructions. Massachusetts state law requires individuals to notify Dig Safe at least 72 business hours in advance of any digging activity, including on private property. BE SAFE, not sorry.

5.4. COMMON AREAS AND FACILITIES OTHER THAN THE FRONT BEDS AND EXTENDED BEDS

- a. Unit Owners may not make changes to the Common Areas and Facilities other than those changes previously approved for the Front Beds or Extended Beds. These areas include, but are not limited to, the space between houses and the planting beds surrounding utility boxes.
- b. The Trust is exclusively responsible for lawn care in the Common Areas, including mowing and fertilizing. The timing and frequency of this maintenance are determined solely by the Trustees.
- c. Unit Owners are not allowed to place any decorative objects in the Common Areas and Facilities other than the Front Beds and Extended Beds without approval by the Trustees.

5.5 DRIVEWAYS AND WALKWAYS: Driveways and walkways are part of the Common Areas and Facilities that the Trust owns. They are also part of the Exclusive Use Area of each unit.

- a. Driveways and walkways are exclusively maintained and/or replaced, and/or removed at the sole discretion of the Trust. Whether a driveway needs to be repaired or replaced by the HOA will be determined on an individual basis by the board.
 - b. The Trust will replace a driveway or walkway for safety reasons or if significant deterioration is present.
 - c. Cosmetic issues, such as cracks, bumps, dents, water puddling, etc., may or may not require repairs paid for by the Trust. Upon a Unit Owner's request, the board will review a Unit's driveway or walkway to determine if the Trust will cover the cost for repairs. Decisions about Trust payments are made by the Trustees.
 - d. Unit Owners may replace or repair their Units' driveways at their own expense subject to Trustee approval. The Unit Owner must submit for approval a schematic detailing the design and materials to be used, along with a written proposal that includes the vendor's name and sufficient insurance, to the Trustees before work begins. The Board will only approve replacement driveways that are consistent with the look and character of the Property, both in spirit and in fact, including being the same size as the original. If a Unit Owner replaces a Unit's driveway, that owner and all subsequent owners shall be responsible, at their sole cost and expense, to maintain, replace, or repair said driveways in perpetuity.
 - e. A Unit Owner may seal their driveway at their own expense as it will enhance the look of the driveway and, more importantly, add years to its condition. Unit Owners must notify the Trustees at least 48 hours before sealing.
- 5.6 **FINANCIAL RESPONSIBILITY:** Unit owners are fully financially responsible in perpetuity for Unit Owner Plantings, bed redesigns and extended planting beds. All contracts or financial arrangements for Unit Owner Plantings or designs are strictly between the Unit Owner and the landscaper they hire. The Unit Owner agrees to hold harmless the Trust, Trustees, and Landscaping Committee for all claims, including any claims by the landscaper, injury or property damage. The Landscaping Committee advises Unit Owners to get a written estimate before any work begins.
- 5.7 **CONSISTENCY AND NON-COMPLIANCE:** Plants must be consistent with the look and character of the Property, both in spirit and in fact. All landscaping changes must conform to all the rules described herein. It is strongly suggested and encouraged that the Unit Owner work with the BCM Landscaping Committee and the Trustees to avoid any unnecessary interventions. Unapproved landscaping or deviations from an approved plan must be corrected promptly at the Trustees' request. If not resolved within a reasonable time, as determined by the Trustees, the Trustees may arrange for the corrective work to be done at the Unit Owner's expense.
- 5.8 **EXTERIOR FAUCETS.** Exterior water faucets on all Units shall be available for use by groundskeeping and maintenance crews for the Common Areas and Facilities. Where capabilities permit and the Unit Owner is able, exterior faucets should be shut off from the interior of Units between November 1 and March 31.

- 5.9 WATERING ASSISTANCE: Unit Owners are asked to help with the watering of any new plantings, including new grass seed, applied in the Common Areas near their Units until the new plantings mature.
- 5.10 BIRDFEEDER POLICY. Bird feeders are allowed between November 1 and March 30. Bird feeders are prohibited from April 1 through October 31. Violators may be fined.

SECTION 6 – PARKING REGULATIONS AND VEHICLE RESTRICTIONS

- 6.1 NO BLOCK ACCESS. No vehicle shall be parked on any Common Area or Facility or in such manner as to impede or prevent ready access to any entrance or exit from any Unit by another vehicle. All parking of vehicles shall be restricted to authorized areas designated by the Trustees.
- 6.2 NO TRUCKS/RECREATIONAL VEHICLES. No trucks, trailers, campers, commercial vehicles, kayaks or boats may be parked or left on any portion of the Property, including but not limited to the Common Areas and Facilities, without the prior written approval of the Trustees. Commercial vehicles may be temporarily parked on roadways or driveways while loading or unloading or while in the performance of work on the Property.
- 6.3 OBEY TRAFFIC AND VEHICLE LAWS. All laws, ordinances, rules and regulations of the Commonwealth of Massachusetts, the City of Pittsfield or other governing authority relating to the operators and operation of motor vehicles on public roads shall apply to the operators and operation of motor vehicles on the Property. All operators of motor vehicles on the Property shall obey all traffic signs placed on the Property by the Trustees. All motor vehicles shall be properly registered and insured as required by the appropriate state or provincial authority.
- 6.4 SNOW AND ICE REMOVAL/NO PARKING. Expediting snow and ice removal.
- a. No Parking on Roadways
Motor vehicles shall not be parked overnight or while the Resident is out of town for more than 24 hours on any roadway from November 15 through March 31. Any vehicle parked in a way that interferes with the removal of snow or ice may be removed, at the expense and risk of the owner, by or at the direction of the Trustees.
 - b. Motor Vehicles on Driveways
Each Unit Owner must promptly remove any motor vehicles from his driveway when snow removal operations occur. If a car is in a driveway at the time of plowing, the driveway will not be plowed.
 - c. Recreation Building Parking
Motor vehicles may be parked in the lot at the far end of the Recreation Building parking lot during a storm. Motor vehicles may not be parked in the roadway adjacent to the lot and in front of the pool area, which is part of Cherry Hill Drive. Motor vehicles parked in the Recreation Building parking lot are parked at the owner's risk. The Trust is not responsible for vehicles parked in the Recreation Building lot.

d. City of Pittsfield Snow Emergencies

When the City of Pittsfield declares a snow emergency, all requirements and parking restrictions shall apply to roadways on the Property. Unit owners must move or remove vehicles when required.

SECTION 7 – NOISE AND NUISANCE POLICIES

7.1 NO NUISANCE. No behavior, practice or conduct is allowed that unreasonably interferes with the peaceful possession or proper use of the Property by its Residents.

7.2 LAWFUL USE: All applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction shall be complied with. No immoral, improper, offensive or unlawful use is allowed. Violations of any such laws, ordinances, rules and regulations shall be remedied by and at the sole expense of the Unit Owner.

7.3 PETS

a. Ordinary and Usual Household Pets

Ordinary and usual household pets (domestic dogs, cats, hamsters, guinea pigs, turtles and birds) may be kept in reasonable numbers, as defined by the Trustees, during such time as such Unit is occupied. No farm or exotic animals are permitted anywhere on the Property.

b. Leashes

Any pet must be leashed on the Common Areas and Facilities and only in areas specified by the Trustees.

c. Waste

Each Unit Owner shall promptly remove all waste and excrement anywhere on the Property caused by any pet kept or harbored in his Unit.

d. Nuisance

No pet shall be permitted or kept on the Property which causes a nuisance or unreasonable disturbance or noise. After due notice and hearing, the Trustees may require any Unit Owner to remove any pet which has been habitually guilty of violating any applicable law or regulation or damage property of any Unit Owner or occupant.

e. Limit on Number of Dogs

No Owner may keep more than two (2) dogs at any one time with a combined weight of ONE HUNDRED and FIFTY (150) pounds.

SECTION 8 – COMMON AREAS AND FACILITIES, INCLUDING ROADWAYS

- 8.1 NO CHANGES TO COMMON AREAS AND FACILITIES: No changes may be made to the Common Areas and Facilities without prior written approval from the Trustees.
- a. **No Changes to Structures**
No construction, installation, or removal of structures, fences, signs, above-ground pools, or play gyms may be made without prior written approval from the Trustees.
 - b. **No Obstructions**
Unit Owners may not place anything in the Common Areas or Facilities that blocks or interferes with access, especially by emergency personnel such as police, fire, or medical teams.
 - c. **No Physical Barriers**
Nothing may be placed in the Common Areas or Facilities that creates a barrier—such as a hedge, fence, or structure—that restricts the free movement of people or animals.
 - d. **No Appearance of Exclusive Use**
Items may not be placed in the Common Areas or Facilities in a way that suggests they belong to or are intended for the exclusive use of any particular Unit.
 - e. **No Storage**
Personal belongings, equipment, or materials may not be stored in the Common Areas and Facilities unless a space has been specifically designated for that purpose by the Trustees. No personal items may be left in the Common Areas and Facilities outside of a Unit's Exclusive Use Area for more than 24 hours, without the prior written approval of the Trustees.
 - f. **No Plantings**
No flowers, shrubs, trees, or other plantings may be added to the Common Areas and Facilities without prior written approval from the Trustees.
- 8.2 LIMITED FENCE EXCEPTIONS: The Trustees may grant limited exceptions to the rule prohibiting fences for temporary structures that can be removed entirely by the Unit Owner at the Unit Owner's expense upon the demand of the Trustees. Any approved fence must meet the following requirements:
- a. Must be entirely within the Exclusive Use Area of a Unit.
 - b. Must not be visible from any roadway.
 - c. Must not block access to Common Areas and Facilities, including access needed for mowing, snow shoveling or maintenance.
 - d. Must not give the impression that any portion of Common Areas and Facilities is privately owned (e.g., cannot imply property lines or restrict shared lawn access).

- d. Must include an accessible opening for emergency and landscaping access.
- f. Must not exceed four (4) feet in height.
- g. Must be made of materials and colors acceptable to the Trustees
- h. Must be approved in writing by the Trustees before construction begins

SECTION 9 – COMMUNITY AMENITIES AND FACILITIES USAGE GUIDELINES

- 9.1 Only Residents, family members, and a reasonable number of their guests may use the pool, the Recreation Building, the tennis courts, and the fitness center (“Community Amenities”).
- 9.2 The Recreation Building Community Room is for community events and the personal use and enjoyment of Residents with their guests. The Recreation Building is not for events that are open to the public. Nor is it for events listed on the calendar of a group or committee without the prior written approval of the Board of Trustees. It is not available for any political or commercial use attended by people who are not Residents. (Example for guidance: A Resident is welcome to invite friends and/or other Residents for a book club or bible study. However, a book club or bible study open to the public or a congregation is not permitted.)
- 9.3 Recreation Building Community Room Event Policy:
 - a. A Resident must be designated as the host of the event. The designated Resident must attend the event and take overall responsibility for everything at the event. If the designated Resident is a tenant, then the Unit Owner shares equally in responsibility for everything at the event.
 - b. The event must be limited to the Community Room, the lobby area and the adjacent washrooms. Event attendees may not use the other Common Areas and Facilities, including the fitness center, pool or tennis courts, without specific prior approval from the Board of Trustees.
 - c. The event will not block other Residents and their guests who are not attendees of the event from using the Common Areas and Facilities, including the pool, exercise room, and washroom facilities.
 - d. The designated Resident booking the room is responsible for meeting all government regulations, including the maximum number of people in the room, a catering liquor license if required, noise limitations, etc. That person takes all responsibility and holds Trust and Trustees harmless.
 - e. The designated Resident is responsible for cleaning and returning the Recreation Building to equal or better condition than they found it originally.
 - f. No advertising of events. (Exceptions for announcements for a religious gathering of wakes, shivas or memorial services for a resident or family member.)

- g. The designated Resident, along with the Unit Owner, must ensure that all attendees follow these Rules and Regulations of Berkshire Country Meadows Trust, including but not limited to the “No Nuisance,” “No Block Access,” “No Obstruction,” and “No Signs” provisions.
- h. No smoking.
- i. PENALTY: \$250 per violation of the policy.
- j. RESERVATION: A proposal must be submitted by the designated Resident or Unit Owner, specifying the date, time, and nature of the event, to the president of the Trustees for approval prior to scheduling the event.

9.4 Common Amenities and Facilities Policies

- a) The Pool, Recreation Building and Tennis Court are for the personal use and enjoyment of Residents and their accompanying guests. None of these facilities, except for the Recreation Building Meeting Room as described above, are open for events, nor may they be reserved in whole or in part.
- b) Guests may use the Pool, Recreation Building and/or Tennis Courts only if the Resident is present, unless they are overnight house guests of the Resident and use the facilities with the Unit Owner’s permission. The Resident or an adult guest must accompany guests under the age of 18.
- c) Unit Owners and Residents are responsible for themselves and their guests at all times.
- d) Use of the facilities is at your own risk. There is no lifeguard or fitness advisor on duty.
- e) If the Unit Owner or his guest is the last person to leave an amenity or facility, then the Unit Owner is responsible for locking the facility. Pool and tennis court fences must be padlocked. The three doors to the Recreation Building must be closed and locked and the Unit Owner must turn off all inside lights and ensure that water is not running in the restrooms.
- f) No personal items, including pool toys, may be left in the Pool, Recreation Building and Tennis Court or the adjacent areas for more than 24 hours without the prior written approval of the Trustees.
- g) Only Trustees are permitted to adjust the pool temperature or the programming of the Recreation Building thermostat. Residents and guests actively using the Recreation Building may temporarily adjust the thermostat, but must return it to its original setting.
- h) Animals are prohibited in the facilities, except for service animals. No animals of any kind, including service animals, are allowed in the pool water itself.
- i) No persons with open sores or bandages are allowed in the pool water. Proper swim diapers are required for all infants/toddlers.

- j) No smoking in the Pool, Fitness Center and Tennis Courts or the area surrounding the pool.
- k) No glass of any kind is allowed around the pool. Beverages must be in plastic or metal containers. Food is allowed at the table area only, with plastic/paper plates. No glass.
- l) Running, jumping, diving or "rough housing" is not allowed.
- m) Recreational pool toys must be used with discretion when others are using the pool.
- n) Alcoholic beverages and cannabis are not allowed in the pool area.
- o) Residents and guests in the pool area must close umbrellas, return chairs to their original location, and put down the seat backs of the lounge chairs when leaving.
- p) Residents and guests must take all trash with them when they leave.
- q) If there are no people remaining in the Common Area and Facilities, including the pool area, the last person leaving the pool must lock the gate(s) or door.
- r) Equipment, including chairs and tables, may not be removed from their designated area without prior approval of the Trustees.

SECTION 10 – ESTATE AND TAG SALES

- 10.1 **DEFINITIONS:** The terms tag sale, garage sale, and yard sale are broadly defined as a sale of used or unwanted household goods or personal items. The term "estate sale" refers to the process of liquidating a substantial portion of a Unit Owner's or Resident's belongings before the sale of a Unit. It is a one-time event in which a Unit Owner or Resident has died, entered bankruptcy, or is moving with no intention of returning to Berkshire Country Meadows.
- 10.2 Tag sales, garage sales, and yard sales (as well as similar sales) are not permitted.
- 10.3 Estate sales may be permitted at the discretion of the Trustees in cases where the Unit Owner or a family member is liquidating a substantial portion of the belongings of a Resident before the sale of a Unit. These provisions must be agreed to for the Trustees to authorize an Estate Sale.
 - a. The Estate Sale must only be conducted inside of the Unit. Nothing may be sold or promoted, and business may not be transacted outside the Unit, including on the driveway, porch, or Common Areas and Facilities. The garage door must be closed.
 - b. Only directional posters or signage is allowed within Berkshire Country Meadows, Walden Village and Route 7.
 - c. Generally, Estate Sales will be limited to up to four consecutive dates and only during reasonable hours.
 - d. Advertising is permitted on social media, local newspapers, etc.

- e. Trustees must approve any estate sale before it takes place. Proposals must include the date and time of the sale and may be submitted to the president of the Trustees.
- f. Estate sales must follow these Rules and Regulations, including but not limited to the “No Nuisance,” “No Block Access,” “No Obstruction,” and “No Signs” provisions.
- g. PENALTY: \$250 penalty per day for violation of the policy.

SECTION 11 – TRASH AND RECYCLING PROTOCOLS

- 11.1 The City of Pittsfield provides curbside trash and recycling collection under a decision approved by the City Council. All Unit Owners and Residents must use only city-approved receptacles and abide by the requirements set by the City of Pittsfield for such collection.
- 11.2 No garbage cans, rubbish, debris or other unsightly materials shall be placed in or on the Common Areas and Facilities, except in the area designated as a garbage pick-up area by the City of Pittsfield near the base of the Unit Owner’s driveway.
- 11.3 Bulky items and other items that will not be collected by the City of Pittsfield, which may include large appliances and furniture, must be kept inside the garage until the Unit Owner or Resident removes them from the Property.

SECTION 12 – RENTAL GUIDELINES

- 12.1 LEASES. A Unit may be rented for Single-Family Use only with the prior written consent of the Trustees. (See section 3.1.)
 - a. A Unit Owner is only permitted to rent or lease his Unit a maximum of twice in each calendar year, each for a minimum of one (1) month (See Master Deed, Section 6(c)and(d)).
 - b. All Leases must be in writing and shall include an express provision whereby the tenant agrees, for himself and all members of his family, to abide by and to comply with the provisions of these Rules and Regulations, as they may be amended from time to time.
 - c. If tenants include unrelated persons, as permitted in Section 3.1, the lease must include the names and contact information of all persons, along with their signatures.
 - d. An application and a copy of the proposed lease must be submitted to the Trustees together with a \$100.00 administration fee at least thirty (30) days before the commencement date on any lease. (No action will be taken if the lease application is incomplete or the fee is not received).
 - e. Unit Owners must abide by Rental Rules approved by the Trustees.
 - f. Unit Owners shall continue to have the same responsibilities and obligations as if they continue to inhabit their Unit.

- g. Unit Owners will be assessed the sum of fifty dollars (\$50.00) per day payable to the Trust as liquidated damages for each day his tenant occupies the Unit without approval of the Trustees.
- h. No corporate leases are permitted without prior approval from the Trustees.

SECTION 13 – ENFORCEMENT AND CONSENT

- 13.1 **ENFORCEMENT.** These Rules and Regulations may be enforced by the Trustees in accordance with the statutory and common laws of the Commonwealth of Massachusetts, including the Condominium Act. In the event of a violation or threatened violation of any of the Rules and Regulations, the Trustees, except in the event of emergency, shall notify the Unit Owner of the violation or threatened violation setting forth the particular Rule and Regulation alleged to have been, or threatened to be, violated. Except in the event of emergency, such notice shall be in writing and shall be sent by United States certified mail, return receipt requested, or by Federal Express or by another nationally-reorganized courier service, or by telecopier addressed to the Unit Owner at the Unit or at such other address for the Unit Owner as may be indicated on the records of the Trust, or by personal delivery to the Unit Owner. Such notice shall be deemed to have been given two (2) days after mailing if sent by mail or upon receipt if sent by courier service or telecopier or by personal service. If such violation or threatened violation is not corrected within ten (10) days after service of such notice, the Trustees may, at their discretion, but at the cost and expense of the Unit Owner, take such action as they may deem appropriate to correct the same. Anything to the contrary notwithstanding, in the event of an emergency, such action may be taken by the Trustees, at the cost and expense of the Unit Owner, upon oral notice or without notice to the Unit Owner. Any and all costs and expenses incurred by on behalf of the Trustees in connection with this paragraph (13.1) or otherwise incurred in connection with the enforcement of these Rules and Regulations shall be payable to the Trust upon demand of the Trustees together with interest from the date or dates of each such expenditure at the lower of (i) six (6) percent per annum over the prime rate as published from time to time in the Wall Street Journal and (ii) the maximum legal rate permitted by the laws of the Commonwealth of Massachusetts. In addition to the rights and remedies herein granted to the Trustees, if notice of a violation or threatened violation of any of these Rules and Regulations shall have been given to a Unit Owner and the Unit Owner fails to cure such violation within ten (10) days after notice shall have been given, the Unit Owner shall be liable, at the option of the Trustees, as liquidated damages and not as a penalty, for an additional charge of twenty-five dollars (\$25.00) per day for each day that such violation shall continue. All sums payable pursuant to the provisions of the Master Deed, the Condominium Trust and the By-laws, and any Rules and Regulations from time to time in effect pursuant thereto shall be payable to the Trust upon demand of the Trustees and, in the event of a failure to pay any sum when due, the Trustees shall have all rights and remedies granted to the Trustees under the laws of the Commonwealth of Massachusetts and the by-laws, including the right to place a lien upon the Unit pursuant to the provisions of the Condominium Act.
- 13.2 **CONSENT.** Where any action requires the consent or approval of the Trustees, such consent or approval may be granted or withheld in the sole and absolute discretion of the Trustees, which shall not be subject to review by any court or other tribunal.

SECTION 14 – FEES AND PENALTIES

14.1 HOA DUES LATE FEES. Unit Owners will be assessed late fees of \$50 for each month that dues or any other assessment are overdue, as provided in the following examples:

- a. If January dues are not paid by January 31, a \$50 late fee will be assessed.
- b. If January dues are not paid by February 28, an additional \$50 late fee will be assessed; a total of \$100.
- c. If January dues and February dues are not paid by February 28, the Unit Owner will owe \$100 for the late January payment and \$50 for the late February payment; a total of \$150.
- d. Late Fees will continue to increase each month for every month outstanding with no maximum late fee limit.

14.2 WAIVERS OF LATE FEES: Waivers on late fees may be granted by the Trustees for good cause shown.

14.2 ADMINISTRATIVE FEE ON EVERY RESALE OF A UNIT. An administrative fee of \$1,000, payable by the seller at the time of closing a Unit resale, and an additional \$ 1,000 administrative fee, payable by the buyer, to be deposited entirely into the Trust reserve account.

14.3 Any fees, fines or penalties assessed for violation of these rules and regulations that are due and payable hereunder shall be added to and be a part of the assessments due to the Trust.

SECTION 15 – AMENDMENTS

15.1 AMEND RULES AND REGULATIONS. Pursuant to the by-laws of the Trust, these Rules and Regulations may be modified, revoked, terminated or otherwise amended at any time and from time to time by the Trustees.

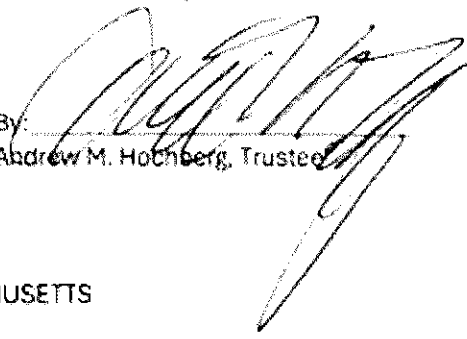
SECTION 16 – MISCELLANEOUS

16.1 The section numbers, titles and headings of this document are included for ease of reference only and will be disregarded in interpreting or construing this document.

Berkshire Country Meadows Trust

August 2025

Berkshire Country Meadows Trust:

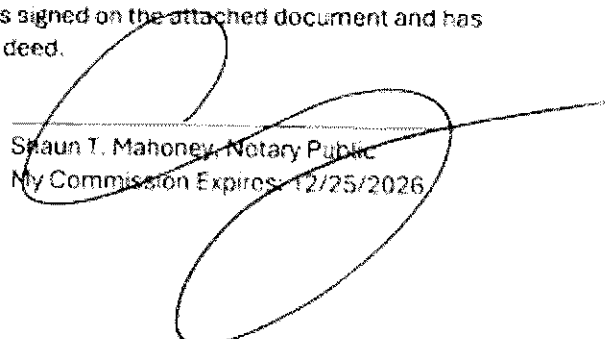
Dated : August 15th, 2025By: 
Andrew M. Hochberg, Trustee

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

Date: August 15, 2025

On this 15th day of August, 2025, before me, the undersigned notary public, personally appeared ANDREW M. HOCHBERG, as Trustee of the Berkshire Country Meadows Trust, who is personally known to me and has proved to me through satisfactory evidence of identification which was a photographic identification card issued by a federal or state agency which established beyond doubt that the individual has the identity claimed and is the person whose name is signed on the attached document and has acknowledged to me that he signed it as his free act and deed.


Shaun T. Mahoney, Notary Public
My Commission Expires: 12/25/2026
