

RULES AND REGULATIONS
ROCKY HILL CONDOMINIUM ASSOCIATION

ARTICLE I

GENERAL STANDARDS

Section 1.1

Occupancy in and use of Rocky Hill Condominium facilities and its common areas is limited to Unit Owners, Associate Members, their guests, and such tenants as are permitted in accordance with Section 8.7 of the Declaration of Trust and Article IV of these Rules and Regulations.

Section 1.2

These Rules and Regulations shall apply to all Unit Owners, Associate Members, tenants, occupants, guests, and employees (e.g. housekeepers, nurses aides) residing at Rocky Hill Condominium or using the common areas or facilities of Rocky Hill Condominium.

Section 1.3

Unit Owners, Associate Members, their guests and tenants, in their conduct at Rocky Hill Condominium, shall comply with all laws of the United States, the Commonwealth of Massachusetts, and ordinances of the City of Northampton.

Section 1.4

The Rules and Regulations may be amended In accordance with Section 3.3 of the Declaration of Trust of the Rocky Hill Condominium Association.

ARTICLE II

BEHAVIORAL STANDARDS

Section 2.1

Unit Owners, and those for whom they bear responsibility, shall behave in ways that show respect for the rights and comfort of their neighbors in or about their units as well as in Common Areas.

Section 2.2

No Unit Owner or occupant shall cause or permit to be caused any excessively loud noise that shall cause unreasonable disturbance to any other Unit Owner or occupant. Unreasonable noises penetrating beyond the private property of the Unit Owner shall not be permitted between the hours of 10:00pm and 8:00am. Potentially loud parties that will extend beyond 10:00pm will require notification of each household at least one week in advance of the event. Notification by posting a general notice in the common house shall be sufficient to meet this requirement.

Section 2.3

No smoking shall be permitted in Common Facilities or in common outdoor gathering places except in such areas as the Community may designate.

Section 2.4

Individuals shall control all alcohol use so as not to cause unreasonable disturbance to other community members.

Section 2.5

Unit Owners shall be responsible for the actions of their children, tenants, occupants, guests, business invitees, employees, and pets.

Section 2.6

Rocky Hill Condominium Association chooses to be a firearms free community. We agree not to possess firearms, BB guns, and ammunition anywhere on Rocky Hill Condominium property including Units. Rocky Hill Condominium Association reserves the right to restrict any other weapon that we determine to be dangerous.

ARTICLE III UNIT SITES

Section 3.1

In furtherance of the goal of keeping our community appearing reasonably neat and clean, all areas surrounding the Units shall be kept well maintained. Items not in immediate use shall be neatly stored behind or within the Units or in designated storage areas.

Section 3.2

All garbage and recyclable materials shall be stored in designated areas. Each Unit Owner shall be responsible for the removal of all trash and refuse from that Owner's Unit to the central pick-up points located within Rocky Hill Condominium for trash pick-up.

Section 3.3

Unit owners are free to put a sign in the window or attached to their home, but signs placed elsewhere must have the approval of the Trustees or the Community as a whole.

Section 3.4

Acknowledging that all land is commonly owned, yet residences are enhanced by semi-private yards, Unit Owners will have primary use, control of, and responsibility for yard areas directly behind their units. Rear yard limits are defined approximately as being from between the rear corners of units out to the existing woodland edge. For units #18-22, the outer rear yard limit shall be the base of the large embankment behind these units, rather than the woodland edge. Yard boundary determinations shall be made by the Grounds Committee in cooperation with Unit Owners and immediate neighbors. Within these rear yard limits:

- a) Sheds, fences, clotheslines, and similar structures are permitted, but must be approved by the Grounds Committee and must be set back at least 4 feet from the woods/embankment edge, or to provide space sufficient for pedestrian access between the structure and the woods/embankment edge. In evaluating the placement, size, and design of any such structures, the Committee shall consider practical and aesthetic impacts to neighbors and the Community at large. In no case shall fences or other structures block access from public paths to the woodland edge. Sheds and fences built of wood or similar material shall be either natural wood finish or painted with colors from the household's exterior color palette.
- b) Any plants are permitted in back yards, except those that appear on the Community's Invasive Plants List. Unit Owners are encouraged to use plants that are environmentally beneficial as defined by the Grounds and Sustainability Committees, and are encouraged to coordinate with neighbors when planning landscape features and plantings. All plantings shall be installed and pruned so as not to be in contact with houses. Exceptions may be granted by the Grounds Committee.
- c) Locations for trees and large shrubs (>10' mature height) shall be approved by the Grounds Committee.
- d) Any damage to buried utility lines or other property resulting from landscape construction shall be the responsibility of the Unit Owner. The Unit Owner shall contact Dig Safe before making any machine or substantial hand-tool excavation.

Section 3.5

The Community and individual Unit Owners all have an interest in creating attractive and/or social spaces in the yards between and in front of units. These yards shall be approximately defined as any spaces between the rear corners of units and public pathways. Yard boundary determination shall be made by the Grounds Committee in cooperation with Unit Owners and immediate neighbors. Within front/side yard limits:

- a) Landscape amenities such as arbors and patios are permitted, but require design approval from the Grounds Committee.
- b) No fences, sheds, hedges, or other structure or enclosure within these spaces shall be permitted unless approved by the Grounds Committee. If approved, such features shall be subject to the same conditions listed in item 3.4(a).
- c) No clotheslines shall be permitted.
- d) Herbaceous perennials and annuals may be planted anywhere within front and side yards, subject to the same conditions listed in item 3.4(b).
- e) Trees and shrubs may be planted if selected from the Grounds Committee's approved tree and shrub list for community spaces.
- f) Locations for trees and large shrubs (>10' mature height) must be approved by the Grounds Committee.
- g) Unit Owners are responsible for maintaining any plantings and other features in a neat and tidy condition.
- h) Any damage to buried utility lines or other property resulting from landscape construction shall be the responsibility of the Unit Owner. The Unit Owner shall contact Dig Safe before making any machine or substantial hand-tool excavations.

Section 3.6

No tree or brush removal shall be permitted anywhere at Rocky Hill Cohousing without the approval of the Grounds Committee.

Section 3.7

Appeals to decisions made by the Grounds Committee may be made to the RHCC Board of Trustees.

ARTICLE IV

ADDITIONS TO HOUSEHOLDS

Section 4.1

Recognizing that "family" can refer to different kinds of relatedness, we seek to honor individual choices and, at the same time, maintain the integrity and cohesion of the community as a whole. Therefore, Unit Owners may enter into living arrangements with other persons, with the understanding that all who reside at Rocky Hill Condominium are bound by its Declaration of Trust, Rules and Regulations, and Master Deed, and are expected to participate in community life and upkeep.

Section 4.2

Unit Owners are responsible for:

- (a) Ensuring that others residing in the Unit are aware of what is entailed in Section 4.1 above.
- (b) Introducing people added to their household to other community members.
- (c) Responding constructively to any concerns about a housemate(s) raised by a community member, which may include following the Conflict Resolution/Grievance Procedure in Article IX of these Rules and Regulations.

ARTICLE V

HOME OFFICES AND BUSINESSES

Section 5.1

All home-based businesses must comply with all applicable local, state and federal laws and regulations, including but not limited to the Zoning Regulations of the City of Northampton. In the case of Unit Owners wishing to operate a business from their home that will bring customers or clients into the community, approval by the Trustees is required. Therefore operators of home based businesses shall submit a signed application to the Trustees stating the nature of their proposed businesses, the expected number of clients or customers, if any, it will generate on a daily and weekly basis, and the anticipated hours of operation.

The Trustees' approval may be conditioned on the imposition of reasonable restrictions and limitations, such as limiting the number of customers or clients permitted to access the business, or regulating hours of operation. The Trustees shall also consider the potential benefits that home businesses may bring to the community. Once the Trustees judge that all concerns have been met and the application is complete, the Unit Owner may proceed with conducting the business at home. If Trustees cannot come to agreement, the application will be placed on the agenda for the next RHC general meeting.

Any costs associated with the operation of the business will be the responsibility of the owner/operator. All home-based businesses that will bring customers or clients into the community shall procure liability insurance to protect against bodily injury or property damage arising from the operation of the business. To protect the community from exposure to liability arising out of the operation of such business, the Trustees may require additional security measures, such as a requirement that the Rocky Hill Condominium Association be added as an additional insured to such liability policy, or that the business owner agree to indemnify and hold harmless the community from any liability arising out of the operation of the business.

Keeping safety in mind, home-based business owners will be vigilant about child/community safety issues when choosing clients who will come to Rocky Hill. Operators of home businesses in the Rocky Hill Co-housing Community agree not to knowingly see any person in their home

business that they have reason to believe could be a danger to the children, adults or property of the community. In particular, they agree not to see a) clients with a history of violent behavior who, in their consideration, could act out violently in our community, and b) clients with a history of any sex offense.

Section 5.2

If an in-home office is used solely by the unit owner and will not bring outside traffic into the community and therefore not impact on the community, then there are no restrictions or requirements, except for any zoning or municipal requirements.

Section 5.3

If a group of Unit Owners become interested in creating a separate business space, it will be incumbent upon them to seek appropriate building and operating approval from both the City of Northampton and Rocky Hill Condominium Association. It is understood that the business owners will undertake full financial responsibility for any and all costs of this endeavor. This is to include, but is not limited to, parking, utilities, and cost of land/footprint of building, and building costs.

ARTICLE VI

GENERAL STATEMENT CONCERNING CHILDREN

The members of Rocky Hill Condominium Association cherish the children in our community, valuing their presence as unique, creative, energetic individuals. Many of us have chosen to live in cohousing as a way to expand our sense of family beyond the limitations of the nuclear family. As a result, we welcome the contact between the different generations among us that living together in community will facilitate. We also embrace families and individuals that do not have children currently living with them not only as members of the adult community but also as part of the community surrounding the children.

We hold mutual respect as an important value in living together in community. This value needs to be extended to relationships between adults and children. We believe that children deserve to be treated with respect, while at the same time remembering that children also need to treat others, both children and adults, respectfully. We hope that we can be teachers and role models for the children in the process of learning this mutual respect.

We also endeavor to keep the children in the community safe. While we see parents or guardians as primarily responsible for their children, we agree that other adults may assume responsibility for setting limits on children if their behavior is unsafe or disrespectful, without resort to corporal punishment. That other adult is then asked to speak to the parents of the

child(ren) involved.

We acknowledge that many subtleties and complications may arise relating to Rocky Hill Condominium Association children. Many of us view this as another opportunity for us to better listen to one another and learn to work together. We hope that we will be flexible and creative in responding to these challenges and that we will listen to the voices of the children for the wisdom they may have to offer us.

ARTICLE VII

PETS

Section 7.1

Rocky Hill pet policy aims to be a set of guidelines based on the assumption that pet owners will be able to enjoy their pets and that we will all be considerate of each other. Pet owners assume full responsibility for their pets' behavior, noise, damage and droppings.

Section 7.2

- 1) It is strongly recommended that owners leash their dogs in common areas at all times. Unleashed dogs must be under the immediate physical control of their owners.
- 2.) Pet owners shall clean up after their pets in all common areas, including walking paths in the woods.
- 3.) Community members shall not bring in pets with aggressive behavior.
- 4.) In the case of dogs, Members shall take steps to prevent excessive barking.
- 5.) If a community member has a problem with an animal's behavior, that person should speak directly with the animal's owner to reach a workable agreement. If this fails, resort shall be had to the Conflict Resolution Procedures set forth in Article IX below. In the case of aggressive behavior in dogs, the dog should be leashed when outdoors, until the conflict is resolved.
- 6.) Rocky Hill recommends the neutering or spaying of dogs and cats to discourage aggressiveness, spraying, noisy displays, and attraction of other animals. If spaying does not resolve these concerns, resort shall be had to the Conflict Resolution Procedures set forth in Article IX below.

7.) Members are encouraged to keep cats indoors, but if this is not acceptable, shall attempt to minimize the amount of time cats spend outdoors especially during peak bird feeding times to reduce the risk to wildlife. Outdoor cats are strongly encouraged to wear bells or bibs.

8.) No pets shall be allowed in the common house with the exception of service animals.

9) This pet policy shall be actively reviewed by the trustees in consultation with the conflict resolution committee within the first year after unit construction is completed. The trustees will make recommendations to the community about any need for changes in the existing pet policy.

ARTICLE VIII

MOTOR VEHICLES

Section 8.1

Accessible parking spots shall be reserved for Unit Owners/ occupants/guests/visitors with illnesses and/or injuries that necessitate a reduction in foot travel.

Any Unit Owner desiring space and the privilege of parking a vehicle that is not a passenger automobile or light truck, including but not limited to trucks/boats/recreational vehicles, may present their request to the Trustees for approval.

Section 8.2

The intent of Rocky Hill Condominium Association is to be a car-free community, in accord with cohousing principles and values. Therefore, no vehicles may be driven in the pedestrian areas or emergency access areas except for emergency vehicles and emergency medical access, and except in the following situations:

- (a) Illness and/or injury that necessitates a reduction in foot travel by any Unit Owner/occupant/guest/visitor.
- (b) Vehicles necessary to support construction or repair needed at a Unit.
- (c) Pick-up and/or drop-off of materials or goods that would constitute an extraordinary effort to carry them to or from the parking areas.

The Unit Owner requiring any of the above uses of pedestrian areas or emergency access areas shall be responsible for any damage occasioned by such use.

Section 8.3

Unit Owners may perform maintenance/repair/cleaning of their own vehicles in the parking areas. This shall not involve a long-term, visible, unfinished project. Any car parts, tires, or miscellaneous belongings remaining in the parking areas should be removed within 48 hours.

It is requested that vehicles in the parking areas be registered and in working order. If a vehicle is unregistered and not functional it may remain in the parking area for up to two months. After that time the owner may be asked to remove the vehicle or repair it to working order.

ARTICLE IX

CONFLICT RESOLUTION/GRIEVANCE PROCEDURE

We come to this community as individuals with our own aspirations, values, and experiences. At the same time we recognize that the art of successful life in a co-housing community is dependent upon building healthy capacities for compromise. We seek to live in community, learning from each other, respecting our differences and resolving the inevitable conflicts that will arise from these differences.

Kindness, compassion, and respect are the foundation for our interactions. We are committed to engaging in honest, direct, and respectful communication with each other.

We aspire to adhere to the following mutually held assumptions:

- We all matter to each other
- We all have good intent
- We intend to be generous and forgiving; however, we recognize that in any given conflict it may take time for an individual to be able to completely honor the guidelines.
- Conflict is inevitable and the process of conflict resolution benefits the entire community; it enhances the growth of individuals and is critical to the well being of the community.
- Our individual points of view are based on our unique life experiences and all therefore are worthwhile
- We each are responsible for our own emotions and behaviors.
- We respond to others directly, rather than criticize others without bringing our concerns to them.
- We are all working on greater understanding of our selves and others and we intend to support one another in this process.

When conflict arises, we will draw on the following methods.

Step One: Handle directly in a one-on-one meeting as close as possible to the time of the difficult encounter, assuming and asking for a reflective listening attitude if at all possible.

Step Two: If the one-on-one meeting is not satisfactory, request the presence of a third party. This committed listener might be:

- a) A mutually trusted member of the community;
- b) A person from within the community who has listed him/herself as a trained mediator who is willing to contribute in this way;
- c) An outside mediator, engaged at the expense of the individuals involved.

Step Three: If the attempt to resolve with the support of a committed listener is not successful, ask for a meeting with a subgroup of the community, such as:

- a) The Trustees;
- b) A committee whose mission is relevant to the issue;
- c) The Community Support Committee

ARTICLE X

EVALUATION OF RULES AND REGULATIONS

Section 10.1

In the interest of ensuring the on-going usefulness and desirability of policies that govern how we live together, the Trustees will:

- (a) Evaluate these Rules and Regulations no later than 18 to 24 months after move-in.
- (b) Extend the life of rules and regulations that seem to be serving the community well.
- (c) Bring recommendations to the membership for changing rules and regulations as needed.

Section 10.2

In the case of changing rules and regulations, if consensus is not reached on a change, the

original rule/regulation will remain in force until such time as there is a new consensus.

Section 10.3

Members will bring concerns about any rule/regulation to the Trustees.

Section 10.4

Rules and regulations made after move-in will be similarly evaluated after 18-24 months of experience.