

The Villages
of the Shadowbrook Estate
Condominium Trust

Rules and Regulations

Effective July 1, 2023

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Rules and Regulations

INTRODUCTION

General Information

The Villages of the Shadowbrook Estate is a Trust created by the Declaration of Trust dated January 25, 1989 and recorded in the Hampshire County registry of Deed in Book 3336, Page 68 and registered as a Massachusetts Limited Liability Company whose membership is made up of all Unit Owners within the various phases of The Villages of the Shadowbrook Estate Condominium Association (“Association”). Monthly common charges (condo fees) and voting on Association matters are based on percentage ownership for each unit, which was finalized when the 25th Amendment to the Master Deed was recorded with said Registry of Deeds, Book 9163, Page 122.

The Board of Trustees

The members of the Board of Trustees ("The Board") are elected by the Unit Owners and are unpaid volunteers. Their duties include overseeing the maintenance of and improvements to the property; entering into contracts with various businesses such as property management, landscaping, grounds-keeping, and snow removal services; acting to protect the property from liability and possible lawsuits; responding to Unit Owner requests, suggestions, and complaints; and establishing rules and guidelines for parking and the use of Common Areas. Generally, the Board makes decisions and takes actions in order to keep Shadowbrook a beautiful, comfortable, and enjoyable place to live for everyone.

The Board employs a Property Management Agency to oversee and coordinate routine aspects of operations, such as lawn care, snow removal, and maintenance. The Property Management Company will coordinate with the Board when official decisions are required.

The Property Management Company should be the first point of contact for Unit Owners with any requests or concerns about Shadowbrook.

Under Section 5.6 of the Declaration of Trust, one of the responsibilities of the Board of Trustees is to promulgate Rules and Regulations to help protect the value of our collective investments in our units and in Shadowbrook as a whole and to help ensure that we can all live as comfortably and peacefully in as friendly an atmosphere as possible. Towards this end, the following Rules and Regulations have been enacted. Please note that in most cases, prohibitions listed here should not be interpreted as absolute. The Board may make exceptions of various kinds to these Rules as it deems advisable, so Unit Owners who desire such exceptions should feel free to contact the Property Management Company in writing with such requests.

THE BELOW RULES AS ADOPTED AND APPROVED BY THE BOARD OF TRUSTEES APPLY TO ALL UNIT OWNERS AND THEIR GUESTS AND INVITEES. THE UNIT OWNER IS RESPONSIBLE FOR ALL ACTS, VIOLATIONS AND DAMAGES CAUSED BY A GUEST AND/OR INVITEE.

Common Areas

It is no doubt well understood by most that Common Areas include roads, sidewalks, and the central green spaces. But in fact, ALL areas of Shadowbrook outside of individual units are considered Common Areas, including all decks, lawns, driveways, walkways, green space, and woods. Note in particular that even driveways that serve a single unit as well as unit “backyards,” are still Common Areas. In some cases, the use of these Common Areas is exclusive to a particular unit. For example, decks are only for use by the owners of the unit to which they are attached, and driveways are likewise only for use by the residents of the unit or units they serve. But all Common Areas are still the common property of Shadowbrook, maintained by the Association as a whole, and as such there are limitations on how Unit Owners may make use of them.

Monthly Common Charges

As mentioned previously, your monthly common charges (condo fees) are set according to your percentage ownership in Shadowbrook as a whole, and may be adjusted up or down as budget needs are determined from year to year. Your fees are used to pay for such shared costs as insurance, building maintenance and repairs, landscaping, grounds-keeping, legal services, snow removal, lawn sprinkler systems, streetlights, and road, sidewalk, and parking lot upkeep. In addition, a reserve fund is also set aside from these fees to cover long-term maintenance, such as roof replacements, as well as unforeseen major repairs.

Rental/Leasing and Short-Term Rentals

As per Shadowbrook’s Master Deed Sections 7.1.(g) and 6.(b):

Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Regulations of the Condominium.

No Unit may be leased or rented for a term of less than one month.

No unit may be used, by way of rental or otherwise, for transient purposes.

A copy of the lease along with tenant contact details shall be furnished by the Unit Owner to the Management Company for the Unit file.

The operation of an Airbnb or other similar short-term rental accommodations is not permitted.

RULES and REGULATIONS

SECTION A | Responsibilities

A1. Effect on Insurance

Unit Owners and occupants must not use their units or any of the Common Areas in such fashion as to result in either an increase in the premiums or cancellation of the insurance policies maintained by the Board of Trustees on the Condominium. Unit Owners must comply with the standards contained in the Shadowbrook master fire or liability policies. Those policies have the following requirements which are subject to change:

- a. No charcoal grills, hibachis, fire pits or other open flame items may be used at any time anywhere within Shadowbrook.
- b. Gas and electric grills are permitted but must be used in accordance with local fire regulations, and be stored and used at least five feet from unit walls.
- c. No freestanding wood or coal burning stoves, chimineas, or similar items may be installed or used within any unit or on any Common Area.
- d. In addition, flowerpots, planters, and similar items must not be placed on common area stairs, or walkways where they may become trip hazards or impede snow removal efforts.

A2. Pets

No pet may interfere with the rights, comfort, or convenience of other residents. Owners must be mindful that behaviors by pets living in their unit may be disturbing to others and should make every effort to mitigate noise and other disruptions. Owning a pet at Shadowbrook is a privilege that comes with responsibilities, including:

- a. All pets shall be kept leashed and under the physical control of their owners or surrogates whenever they are outside the unit, and shall not be allowed to run free or unleashed on the property at any time. Due to the abundance of wildlife, this is important for pet safety.
- b. No pet may be left leashed, chained, or anchored in any location where it may have access to the Common Areas, including decks and grassy areas behind units. The installation of runs, fences, or invisible fencing for pets is not allowed.
- c. Unit Owners or occupants and their guests or surrogates are required to clean up after pets in their care. Unit Owners are responsible for all damages to Common Areas and/or to the property of others caused by pets living in or visiting their unit. This may include lawn, plant, or shrub damage due to digging or urination.
- d. All Unit Owners are required annually to see that pets in their units are registered with the town (if legally required) and up to date with all legally required vaccinations.
- e. Violations of these rules may result in the barring of an owner's pets from all access to the Common Areas or a removal order, in addition to fines.

A3. Loud or Disturbing Activity

Unit Owners and occupants, and their family, employees, agents, visitors, guests, and licensees, must not interfere with the rights, comforts, quiet enjoyment and convenience of others. Should a concern arise, neighborly communication between residents is encouraged.

- a. No loud or disturbing activity shall be conducted on the property that may reasonably become an annoyance or nuisance to other Unit Owners or occupants. At no time are musical instruments, radios, or televisions and the like to be so loud as to become a nuisance. Examples of activities that may become so intrusive as to be a nuisance or disturb quiet enjoyment include loud voices, barking dogs, pets off leashes, or intrusive smoke, etc.
- b. Unit Owners, occupants, and guests will be expected to further reduce noise levels between 11:00 P.M. and 7:00 A.M. so that neighbors are not disturbed.

A4. Laundry

Clothes, clotheslines, sheets, blankets, rugs, or laundry are not permitted to be routinely hung outside of a Unit or exposed on any part of the Common Area.

A5. Signs, Displays, or Advertisements

Unit Owners or occupants must not post signs, advertisements, notices or other lettering on any part of the premises, including building exteriors, lawns and gardens. However, an owner/owner's realtor may temporarily place signs for a one-day Open House, provided these are removed on the same day.

A6. Solicitation

Unit Owners or other occupants must not hold individual tag, yard, estate, or garage sales at any time within Shadowbrook. Door-to-door solicitation of any goods or services is likewise prohibited.

A7. Safety

Each Unit Owner or occupant assumes responsibility for their own safety and that of their family, guests, agents, employees, and licensees. Unit Owners will be held responsible for any damage, violations of these rules and regulations, or problems caused by these individuals.

A8. Safety Maintenance and Inspections

Fireplaces, chimney flues, HVAC systems, dryer filters and venting, range hood filters, and other equipment require regular maintenance. If improperly maintained, these present a heightened risk of fire, which may result in significant damage to shared buildings and injury to residents.

- a. All fireplaces should be serviced on a regular basis for safety. Unit Owners with woodburning fireplaces must have their fireplace and chimney professionally cleaned and inspected at least every two years for the safety of themselves and their neighbors. Owners of units with woodburning fireplaces must provide proof of service on request to management or a sworn statement that they do not burn wood or otherwise use the fireplace.
- b. The heating and air conditioning (HVAC) system should likewise be checked and filters changed at least once a year for safety and optimum energy efficiency.

A8. Safety Maintenance and Inspections, continued:

- c. All such cleaning and inspections are the responsibility of and at the expense of the Unit Owner. See the Owners Guide for more information.

A9. General Cleanliness and Architectural Integrity

- a. Unit owners shall keep their exclusive use (limited common elements) areas, including but not limited to associated deck and patio areas, and their front porch, steps, or stoop in a good state of preservation and free of obstructions or trip hazards, and must inform the Property Manager of any damage or hazards.
- b. Each Unit Owner is responsible for maintaining and, if necessary, replacing mullion (window grid) inserts, a visible architectural element, in Unit windows or sliders.
- c. Unit Owners may not use the area under any deck for visible storage of any personal possession with the sole exception of a maximum of two (2) trash barrels.
- d. All trash barrels stored under decks that contain trash are to remain in an upright position and kept tightly covered at all times to help prevent animal infiltration and to keep loose trash from being strewn onto the common areas. Empty trash barrels may be left on their sides.
- e. Unit Owners and occupants must not litter on any Common Area, and this includes the leaving of cigarette butts. Any Condominium Association cleanup costs for violations will be at the Unit Owner's expense, and may also result in fines.

A10. Rubbish and Recycling Pickup

- a. Rubbish should be placed outside after 6:00pm the night before, or no later than 7:00am on the day of a scheduled trash pick-up date. Putting trash out in the morning is preferable and minimizes animal problems.
- b. Unit Owners are responsible for removing any uncollected refuse that is not taken away by the rubbish or recycling services. Uncollected trash or recycling is not to be left at the curbside.
- c. Trash and recycling left outside units at other times must be in covered containers.

A11. Damage

Damage by fire, water, or accident to unit or units, and/or persons injured by or responsible for any damage must be promptly reported to the management company by anyone with knowledge thereof.

SECTION B | Buildings, Common Areas, and Grounds

B12. Exterior Fixtures

Unit Owners and occupants shall not affix anything to the outside walls, roofs or doors of the Condominium. In particular, no holes may be drilled in exterior doors, walls, railings, or other exterior surfaces, for mounting any type of signage or ornamentation, including seasonal decorations. No sign, flag (*), awning, canopy, clothesline, shutter, or radio or television antenna (**) shall be affixed to or placed upon exterior walls or doors. Nothing may be done in any unit or in any Common Area, which would impair or alter the structural integrity of any building. No ventilator or air-conditioner may be projected from any window of the buildings.

- a. Seasonal decorations: Wreaths and other modest decorations may be displayed with non-permanent methods such as over-the-door hooks, removable zip-ties, removable adhesive strips, or similar techniques.
- b. Security devices: Garage entry keypads and video doorbells may be installed with prior Board approval. Owners should first obtain a ***Request of Change to Common Area or Architectural Variance Form*** from the management company. The completed form may be submitted to management for Board review.
- c. (*) U.S. Flag: Federal legislation specifies that Condominium rules and regulations may not prohibit the displaying of the American flag. However, the legislation does permit homeowners associations like ours to regulate the manner and nature of such flag displays. If you wish to display the US flag on the outside of your unit, you must first contact management to discuss the particulars.
- d. (**) Antennas: The FCC has enacted legislation permitting condominium Unit Owners to install satellite dishes on their own decks or porches. If you wish to install an antenna or dish, first contact management for details of how this law may apply to you. Please refer to the Antenna Restriction addendum for additional details.

B13. Exterior or Common Area Modification

The Association is responsible for maintenance, repair, and replacement of original exterior features and common area elements as per Shadowbrook condominium documents. All exterior alterations or changes require written permission in advance from the Board of Trustees with agreement by the Unit Owner to accept all responsibility and future warranty issues from that point forward.

- a. No Unit Owner shall modify any exterior structure, existing building, visual architectural element, or portion of the common area without the prior written approval of the Board of Trustees.
- b. Any approved exterior/common area modification to a Unit becomes the sole responsibility of the Unit Owner. The Unit Owner shall agree in writing as a condition for such approval, for themselves, their heirs, executors, administrators and assigns (including subsequent owner) that they pay the cost of purchase, installation, maintenance and removal of such modification or fixture.
- c. If such modification requires maintenance, upkeep or repair, the Board of Trustees may notify the Unit Owner of the work required whereupon the Unit Owner shall have fifteen (15) days in which to respond to the notice or conduct the work required. If the work performed does not occur within the stated timeframe, a contractor may be selected by the Board, and costs assessed to the Unit Owner for any maintenance, repairs, removal, or replacement.

B13. Exterior or Common Area Modification, continued:

- d. Should any Exterior or Common Area modification be made without approval, the Board of Trustees will notify the Unit Owner in writing to remove the modification within 15 days of the date of the notice. If there is no response, removal, or resolution, the modification may be removed by a contractor selected by the Board of Trustees with costs of removal and disposal assessed to the Unit Owner.
- e. No Unit Owner, agent, developer, successor, or assignee shall paint, stain, or otherwise change the color of the exterior portion of any building at any time.
- f. Unit Owners may do maintenance repainting of exterior doors with the permission of the Board. A list of what paint to get (color and manufacturer) and a local source is available from management.
- g. Interior screen porch cleaning and floor maintenance are the responsibility of the Unit Owner.
- h. **FORM: Request of Change to Common Area or Architectural Variance**
To apply to the Board for permission to make a modification, this form, available from management, must be completed and submitted to the management company.

B14. Roofs

Unit Owners or occupants, their families, guests, and invitees must not at any time or for any reason enter onto the roofs of any buildings at Shadowbrook including their own units.

B15. Unit Maintenance and Modifications

- a. As per the Shadowbrook Master Deed and Declaration of Trust, Unit Owners are responsible for the proper maintenance and upkeep of their Units.
- b. Some common items for which Unit Owners are responsible include broken glass, window inserts, storm/screen doors, doorbells, automatic garage door equipment, and the locks on their mailboxes.
- c. To avoid any adverse effect on the community, owners will be advised of any maintenance concerns that come to the attention of Management and/or the Board.
- d. Unit Owners must notify Management to report any interior modification project with costs exceeding \$1,000 (the figure referenced in our Declaration of Trust Section 5.8.5) within twenty days after commencement of construction of the modifications. Project information and copies of any applicable building permits shall be provided to Management by the owner.
- e. As the entity responsible for our structures and grounds, the Association has an interest in workmanship and in ensuring that projects undertaken in our shared buildings are competently completed, with all required Town building permits and inspections.

B16. Abuse of Mechanical Systems

The Board of Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by Unit Owner misuse of those systems. Owners who will be away for an extended period must alert the property management company and provide information for emergency access.

B17. Woods and Wetlands

Nothing may be discarded or thrown into the woods or wetland areas that are within or border Shadowbrook. **Many of these are protected areas** that are regulated by the South Hadley Conservation Commission. This prohibition includes emptying flowerpots, organic materials such as pumpkins and holiday trees, or any other items into the woods or wetlands. Any cleanup costs or fines from the Town for Conservation violations will be the responsibility of the Unit Owner, in addition to possible fines by the Association.

B18. Grounds

One of the responsibilities of the Board of Trustees is to oversee the maintenance of the common areas, including the landscaping and grounds surrounding our buildings. This is accomplished through the Property Manager who works directly with the contracted landscape companies.

To keep annual maintenance costs in check and retain our community's original design, individual Unit owners are not permitted to plant flowers, vegetables, shrubs, or other plantings in Common Areas. Any unauthorized addition, removal and/or replacement of plantings is subject to site restoration. Any costs which may be incurred by the Association will be assessed to the Unit Owner.

B19. Use of Common Areas

- a. The use of non-motorized wheeled devices, including roller skates, in-line skates or rollerblades, skateboards, and scooters within Shadowbrook is at the sole and exclusive risk of the user. Users must be mindful at all times of pedestrians and vehicles.
- b. Massachusetts law requires everyone age 16 and under on a bicycle, in-line skates, scooter or skateboard to wear a helmet.
- c. Bicycles should not be ridden on sidewalks or grass.
- d. Organized games that would tend to produce excessive noise and/or lawn and sprinkler damage, such as baseball, football, soccer, volleyball, or team Frisbee, are prohibited on the Common Areas.

SECTION C | Vehicles, Parking, and Snow Removal

C20. Speed Limit

Vehicles traveling in Shadowbrook must follow the posted speed limit of 15 MPH.

C21. Parking

As specified in the Master Deed, only two vehicles per unit (including motorcycles) may be parked at Shadowbrook, and this includes units with their own driveways. Permission to park additional vehicles, whether on a temporary or long-term basis, must be obtained in advance from the Board of Trustees. Units with a two-car garage and a private driveway (a driveway which is not shared with any other unit and which does not intersect the driveway of any other unit) will normally receive permission to park a third vehicle in the driveway. Vehicle Request Forms are available from management and will be reviewed at the next scheduled meeting of the Board of Trustees following its completion and return to management. Overnight parking of any vehicle with commercial plates or oversize vehicles is prohibited outside of a garage. This includes vans, tow trucks, buses, flatbed trucks, and trailers (including travel and boat trailers), campers, and RVs.

- a. Driveways and designated parking areas shall not be used for any purpose other than to park registered private passenger vehicles. No repairs to vehicles are allowed on any Common Area. Inoperable or unregistered vehicles are prohibited from being parked or stored in driveways, parking spaces, or other Common Areas.
- b. No structure may be erected upon any driveway or designated parking area for any purpose.
- c. As you enter Shadowbrook from Wellington Street, there is no parking on either side of the road until past the curve in front of Unit 53, as per the 'No Parking/Fire Lane' road markings. Once past the curve and the 'No parking at any time' signs near the mailbox, temporary parking is permitted only on the north side of the street from Unit 53 on to the entrance of the Horseshoe parking lot.
- d. No parking at any time is permitted on either of the two connecting roads that join the two main roads, as these are narrow. Parking is also not permitted on any lawn areas or sidewalks.
- e. Overnight street parking is not permitted at any time, including within the cul-de-sacs.
- f. Unit Owners and their guests must park their vehicles in their designated parking spaces, driveways, or garages, or visitor spaces. Unit Owners may not routinely park their vehicles in visitor spaces instead of their own designated spaces. Parking spaces may not be rented or transferred without approval from the Board of Trustees.
- g. Violations of parking rules by Unit Owners may result in fines, and repeated violations may result in the towing of the vehicle(s) at the Unit Owner's Expense.

C22. Plowing and Snow Removal

In snowfalls of greater than one inch, snow will be cleared from roads, paths, driveways, parking areas, mailbox and fire hydrant areas, and front walkways, steps, and stoops only.

C22. Plowing and Snow Removal, continued:

- a. Unit Owners or occupants must not impede plowing and snow removal operations and must comply with related requests to move vehicles from parking spaces, driveways, or streets of the Condominium. All Unit Owners must follow the current year snow removal plan and winter parking rules.
- b. Owners or occupants without garages who will be away must make arrangements to have their vehicle(s) moved in the event of snow. Vehicles that impede snow removal are subject to towing and fines.
- c. Unit Owners are responsible for seeing that snow and ice is cleared off their decks to reduce accumulated weight of snow which could compromise structural integrity.

C23. Other Vehicles

- a. The operation of unregistered, unlicensed, or uninsured motor vehicles is prohibited throughout Shadowbrook. This includes motorized scooters, motorbikes, electric carts, off-road vehicles, and all-terrain vehicles (ATVs).
- b. Residents, their guests, and invitees may, at the sole and exclusive risk of the user, use regular bicycles as well as low speed, electric assist bicycles (e-bikes) from local bike-sharing services. These should be used in accordance with state and local laws. Helmets are required by state law for those age 16 and under; helmets for all ages are recommended.
- c. Bicycles and e-bikes should not be ridden on sidewalks or grass.

SECTION D | Fees, Violations, and Legal Notices

D24. Violations

The Board of Trustees may issue fines for violations of the Rules and Regulations. Complaints of violations should be made to management in writing. The property manager will report the violation to the Board of Trustees. If the Board concludes that the complaint is justified, they will notify the violator of any action deemed necessary.

D25. Fees, Assessments, and Fines

- a. Monthly common charges/fees are due on the first of each month. Monthly charges not received by the 10th day of the month (or the last business day prior to the 10th if the 10th is not a business day) will be considered late and incur a \$30 late fee.
- b. Supplemental common charges or assessments for special budget needs are due on the date specified by the Board and also subject to late fees (usually ten days after the due date).
- c. Assessments, payments, fines or any other amount of any kind owed by the unit owner to the Association are **due on the date specified in the notice related to said amount owed** (usually ten days after the date of issue) and are considered late ten days after the due date, which will likewise incur a \$30 late fee. A Unit Owner whose account is in arrears as of the last day of any month will be charged an additional \$30 penalty for that month and each subsequent month their account remains in arrears for any reason.
- d. Fines for rule violations are issued at the discretion of the Board of Trustees Fines and will generally be as follows. Fines as determined by the Board of Trustees are subject to the Unit Owner's right to appeal and/or request a hearing before the Board.
 - 1st offense – written warning
 - 2nd offense – \$30.00 fine
 - 3rd and subsequent offense – \$60.00
- e. Fines or fees assessed by the Board of Trustees are collectible through legal proceedings. A Unit Owner whose account is in arrears will be responsible for all reasonable collection expenses and costs, including attorney fees.
- f. For any account not turned over to an attorney for collection the Association shall apply any payment to the oldest amount or charges due. If a Unit Owner account has been turned over to the Association attorney for collection, then the Association shall apply any payments received on that account to outstanding charges and amounts due in such a way as the Association, in its sole discretion, determines the best way to protect the Condominium Association priority lien set out under M.G.L. 183A, as amended. The Association reserves the right to apply funds differently than may be directed at that time by the Unit Owner.

D26. Legal Conflict

If any part of these Rules and Regulations is determined to be invalid, or conflicts with any legal statute, then the conflicting rule or regulation shall be removed, without affecting the validity or enforceability of the other provisions of these Rules and Regulations.

D27. Modification

These Rules and Regulations may be amended from time to time as provided in Section 5.6 of the Declaration of Trust.

D28. Enforcement

The Board shall have the authority and duty to enforce these Rules and Regulations, but, at their discretion, may delegate such enforcement, authority and duties under these Rules and Regulations to whomever they deem desirable.

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These Rules and Regulations were adopted by the Board of Trustees in 2006 and amended in January 2011 and October 2019, with an Antenna Restriction added in 2010 to comply with FCC rules. This comprehensive amendment of the Rules and Regulations will be effective as of July 1, 2023.

The preceding Rules and Regulations are hereby adopted as proposed by written consent of the Board of Trustees of the Villages of the Shadowbrook Estate Condominium Trust. There is no change to the 2010 Antenna Restriction Resolution, which shall remain in force.

Executed this 4th day of May, 2023, to take effect on July 1, 2023.

Margaret B. Jeffe, Trustee
Marybeth Mugoffin, Trustee
Charles R. Song, Trustee
Nancy Reinke, Trustee

[Signature], Trustee
[Signature], Trustee
Evelyn W. Masson, Trustee

Residents at The Villages of the Shadowbrook Estate Condominium Association

RE: Antenna and Satellite Dish Installations

Dear Residents:

Enclosed please find Antenna and Satellite Dish Resolution which has been adopted by the Board of Trustees. If you have any questions, comments or concerns relating to the Resolution as it may apply in your individual case, please contact the property manager immediately so that we may attempt to resolve these issues.

Pursuant to the Telecommunication Act of 1996, the Federal Communications Commission ("FCC") has promulgated an Order and Rule which in essence **allow residents in condominiums to use exclusive use areas for antennas or satellite dishes, specifically, your rear patio area.** However, the rules allow the Board to provide for certain restrictions relating to the installation and appearance of the satellite dish or antenna. In addition, it should be noted that the rules do not allow installation of satellite dishes or antennas on general common areas over which the unit owner does not have exclusive use.

Residents are advised that in some cases antennas or satellite dishes installed on your exclusive use area may not allow for an acceptable signal to receive television reception. Unfortunately, if such reception is not possible, the FCC rules do not allow the resident or unit owner to use any general common areas for the installation. Therefore, residents are advised to ensure that they may receive appropriate reception on their exclusive use area prior to purchasing a satellite dish or signing any agreement relating to the rental of a dish or the subscription to any satellite service.

In addition, residents should be advised that satellite service does not always include local television stations. Therefore, residents should check with the service provider as to which stations will be received with the satellite dish. You might need to continue using basic cable or an antenna in order to receive local stations.

Residents are further advised that satellite dishes typically will work only on one television set. Therefore, you are advised that additional equipment may have to be purchased if you wish to receive satellite dish reception on more than one television in your unit.

We hope that this letter adequately addresses questions which residents may have relating to the issue of satellite dishes and antennas. If you have any questions or comments relating to the foregoing, please contact our property manager.

Very truly yours,

Board of Trustees
The Villages of the Shadowbrook Estate
Condominium Association

**THE VILLAGES OF THE SHADOWBROOK ESTATE CONDOMINIUM
ASSOCIATION**

RESOLUTION

ANTENNA RESTRICTION

We the undersigned, being a majority of the Board of Trustees of The Villages of the Shadowbrook Estate Condominium Association created under the Declaration of Trust recorded with the Hampshire County Registry of Deeds in order to comply with the Federal Telecommunications Act of 1996 and the Order and Rules promulgated by the Federal Communications Commission on September 25, 1998 and November 20, 1998, do hereby adopt the following resolution relating to antennas and satellite dishes.

1. Definitions.

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation and a Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for purposes of this Resolution. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna as defined above.

2. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.

3. If a Reception Antenna is installed in a limited common area or exclusive use area appurtenant to the unit where the Resident resides, such installation shall be subject to the following:

(a) Reception Antennas shall be no longer than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior

written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common area or exclusive use area. In no event may Reception Antennas be installed on roofs or other general common areas. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Reception Antennas or similar structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium. The purpose of this rule is to permit evacuation of the residents and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Reception Antennas are allowed to be placed outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.

(g) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the building.

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to their base and shall, if necessary, have guy wires securing the device. Guide wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

4. Process and Procedure. In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association may be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the unit owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunction relief.
5. Transmission Antennas are prohibited except for those denied in Section 1(a).
6. At least five (5) days prior to the commencement of any installation, the resident is requested to provide a copy of the Notification Form attached hereto to the Board, but the resident must provide the Notification Form no later than five (5) days after installation. If the work is performed by a contractor, the contractor must be licensed and insured.
7. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Board to repair, paint, or maintain the area where it is installed.
8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.
9. The Board may amend this Resolution from time to time as it deems necessary.
10. This Resolution supersedes any Resolutions promulgated by the Trustees and in the event of a conflict, this Resolution shall control and prevail.

In all other respects the Rules and Regulations as hereby amended by the Resolution are hereby ratified and affirmed.

EXECUTED on this 8 day of JULY, 2010.

Majority of the Board of Trustees
of The Villages of the Shadowbrook Estate
Condominium Association and not individual,

(John W. Nandy
(Stephen A. Blum
(Thomas Mc Garry
(W. J.
(Martin J. J.
(Donald C. Swire, MD