

Rules and Regulations

Robbins Brook Village Homes

Order: XLXD87LB5
Address: 12 Hartland Way
Order Date: 01-07-2021
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AMENDED & RESTATED RULES AND REGULATIONS

Robbins Brook Condominium Trust



June 21, 2017

ROBBINS BROOK CONDOMINIUM TRUST
Acton, MA

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RULES AND REGULATIONS

This document contains the Operational Rules and Regulations approved, maintained and revised by the Robbins Brook Condominium Board of Trustees. The governing documents are the Master Deed and Declaration of Trust filed with the South Middlesex Registry of Deeds. These governance documents are enabling, and the ultimate authority.

Trustees are assigned this duty and responsibility in the Condominium's Amended Declaration of Trust as stated in Section 5.1, subsection 5.1.6 (page 6), "Powers and Duties of the Trustees":

Rules. To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the 'Condominium Rules') governing the use of the Common Areas and Facilities.

All condominium communities within the Commonwealth of Massachusetts operate with similar governance documents. Robbins Brook's governance documents, in order of importance, are:

1. **Massachusetts General Law, Chapter 183A:** In Massachusetts, condominiums are governed by Massachusetts General Law Chapter 183A. The Massachusetts Condominium Act formalized the concept of condominium communities within the Commonwealth and describes the requirements such communities must meet. The Condominium Act can only be changed by the Commonwealth's legislature.
2. **Master Deed:** The purpose of the Declaration is to form a condominium Trust and to set forth the rules and procedures necessary for the governance of the condominium owner's Trust. The Master Deed cannot be changed except by a vote of Unit Owners.
3. **Amended Declaration of Trust:** The Amended Declaration of Trust sets forth the operational procedures the Trust follows in day-to-day business. The Declaration also describes payments to be made for various shared condominium expenses such as the wastewater treatment system, common area maintenance fees, and the Condominium's master insurance premium. The Amended Declaration of Trust cannot be changed except by a vote of Unit Owners.
4. **Rules and Regulations:** As part of a condominium Board's authority to manage and control the common areas of a condominium, Trustees adopt rules and regulations that govern how owners can use the common areas and their units. Unit Owners are obligated to comply with the Condominium's rules and regulations. As stated in Massachusetts General Law 183A, section 4(3): "Each unit owner shall comply with the by-laws and with any administrative rules and regulations adopted pursuant thereto, as either of the same may be amended from time to time." All residents and guests are

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expected to abide by these Rules and Regulations which supplement provisions contained within the Condominium's Master Deed and Amended Declaration of Trust. Rules and Regulations can be modified or added to by vote of the members of the Board of Trustees.

While this document is intended to provide the Rules and Regulations voted upon by the Board of Trustees, it is important to also present items from our Master Deed and Amended Declaration of Trust that are regulatory in nature.

A. RULES AND REGULATIONS THAT APPLY TO ALL RBCT GROUPS

1. **GENERAL:** Nothing shall be done or kept in any Unit, Limited Common Area, or Common Area that will increase the rate of insurance of the Condominium per Amended Declaration of Trust Section 5.8 (j). No Unit Owner shall permit anything to be done or kept that will result in the cancellation of insurance of the Condominium or which will be in violation of any law. No littering shall be committed within the Condominium. No use shall be made of the Limited or Common Areas other than the uses permitted in the Master Deed, the Trust or by the Trustees.
2. **ADDITIONS TO EXTERIOR OF THE BUILDING:** Changes or fixtures affecting the appearance of the exterior of any building, such as, without limitation, windows, skylights, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screens and enclosures, or the like shall be permitted only with the written consent of the Trustees of the Condominium Trust (the "Trustees").

No part of the Common Areas and facilities of the Condominium shall be decorated or furnished by a Unit Owner or Tenant in any manner, nor shall the exterior surface of any entrance door to a Unit be painted, except with the prior written approval of the Trustees and in accordance with the provisions of the condominium documents.
3. **NOISE:** Owners, guests and lessees will be expected to reduce noise levels between 10:00 p.m. and 7 a.m. so that neighbors are not disturbed. At no time are musical instruments, radios or television to be so loud as to become a nuisance.
4. **OUTDOOR STORAGE:** Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside the Unit, except for appropriate seasonal-use furniture which, when used outside, shall be maintained and located on the deck or patio only and in such fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.
5. **OUTDOOR GRILL:** Propane grills, hibachis, and other similar open flame devices are allowed provided they are not under an overhang, or on a balcony but are on a fireproof surface at least ten (10) feet from any building wall. The surface or pad location and installation must be approved by the Board of Trustees.

Permanent natural gas grills may be installed on a deck in compliance with applicable codes and manufacturer's instructions and equipment listings (including side, back, etc. setbacks). The natural gas line and installation must be approved by the Board of Trustees, installed by a licensed plumber, meet local building code, and be approved by the local inspector. It must be maintained and installed to maintain its integrity under weather, site conditions, and hazards. It must be on a fireproof pad.

Electric grills, since they do not have an open flame, are not restricted as long as they meet manufacturer's instructions and equipment listings. If free-standing they should be on a pad to prevent surface damage due to fat, etc. dripping.

In all cases, current Massachusetts State code, local code, manufacturer's instructions and equipment listings, and Robbins Brook insurance policy have precedence over this Rule and Regulation.

8. CLOTHES LINES: No clothing, linens, or similar materials shall be hung or otherwise left or placed in or on the Common Areas, Limited common Areas, and Facilities. No such articles shall be placed in a Unit or Limited Common Areas so as to be exposed to public view.

9. FLAMMABLE STORAGE: No Unit Owner or occupant or any of his agents, lessees, or visitors shall at any time bring into or keep in his or her Unit or the common areas any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids as are customary for residential use may be kept in Units. Propane tanks used for outdoor grills cannot be carried through or stored within any unit, including within a garage.

10. LANDSCAPING:

- a. All new planting beds can only be along the foundations, fences, and perimeters. Unit Owners need written permission of the Board of Trustees or their designee (Landscaping Committee) prior to creating a new bed. The maintenance of new planting beds will be the responsibility of the Unit Owner.
- b. Unit Owners may plant annuals, perennials, and herbs in existing foundation beds around their units without prior permission of the Board of Trustees or their designee (Landscaping Committee).
- c. All vegetable plants should be in containers on the rear patio or deck area. A limited number of vegetable plants may be planted in foundation flower beds at the rear of Units, but only with the permission of the Landscaping Committee.

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Any Unit Owner planting such vegetables does so recognizing that Robbins Brook uses chemicals for landscaping purposes and that the plantings must maintain aesthetic standards as set by the Landscaping Committee.

- d. Any tree or shrub that is sickly, damaged or dead should be reported to the Landscaping Committee. Removal and replacement will be at the discretion of the Board of Trustees or their designee (Landscaping Committee).
- e. All directions to the landscaping contractor's crew will come only from the Board of Trustees or their designee (Landscaping Committee).
- f. All lawn ornaments, birdbaths and other additions may be placed in the planting beds, but not Common Areas and cannot impede mowing. Bird feeders may be hung from trees, hung on a pole in a planting bed or on a pole inserted into the ground abutting the patio or deck, but cannot impede mowing.
- g. Nothing is permitted to be hung on, nailed to or lean against the perimeter fencing (e.g., bird feeders, flags, thermometers, plant hangers, or signs of any type).
- h. Plantings are not permitted on the top of berms. Unit Owners should request permission to plant and maintain the lower slope of the berm.
- i. A list of shrubs and perennials suitable to sunny or shady locations is available from the Landscape Committee.
- j. Improvements and landscaping of the Robbins Brook Common Area and Facilities shall be done only by written permission of the Board of Trustees or their designee (Landscaping Committee).

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

- a. No unauthorized person, including Unit Owners, shall be permitted on the roof of the Condominium buildings.
- b. Organized activities in the Common Area shall be approved by the Trustees
Under no circumstances may an open fire of any kind be lighted or maintained.

- 12. HOUSEHOLD PETS:** No animal, other than common household pets, shall be kept or maintained within the Condominium, nor shall such common household pets be kept, bred or maintained for commercial purposes within the Condominium.
- a. For purposes herein, “household pets” shall be deemed to be birds, dogs and cats.
 - b. No more than two household pets per unit are permitted.
 - c. Any Unit Owner or Occupant desiring to bring a pet into the community must register the pet with the property manager. Such registration shall include a copy of this regulation signed by the Unit Owner or Occupant and a member of the Board of Trustees.
 - d. All dogs must be licensed in accordance with the Town of Acton regulations. All dog owners must provide proof of such registration annually. All dogs shall have rabies and distemper vaccinations annually, proof of which shall be provided to the property manager.
 - e. No dog within the Condominium shall exceed 40 pounds.
 - f. Any dog outside the Owner’s Unit must be on a leash and under the full control of the owner or responsible person at all times. In order to ensure full control, leashes must be no longer than six (6) feet, and retractable leashes are not to be used.
 - g. No pet shall be tied to any Common Area or Limited Common Area at any time.
 - h. The defecation by a dog on any Common Area or Limited Common Area shall be immediately properly disposed of by the dog’s owner.
 - i. The repair of any damage caused by a pet, including but not limited to staining of grass and shrubs, shall be the responsibility of the Owner of the Unit in which the pet lives. The Board of Trustees is authorized, in their sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, and the owner of the unit in which the pet lives shall be assessed the cost of such repair.
 - j. Three written notices of violations can be cause for a dog’s removal from the premises, by vote of the Trustees recorded in the minutes.
 - k. Each Owner shall hold the Trustees and each of the other Unit Owners and their respective agents and employees harmless against loss, liability, damage or expense for any actions of his or her pet(s) within the Condominium.

13. **DRIVEWAYS AND PARKING AREAS:** Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of other Owners and their tenants to the appropriate use of driveways and parking areas. With the exception of changing a flat tire, or cleaning, washing and/or waxing a vehicle, no type of vehicle maintenance is permitted within the confines of the Condominium. Use of parking spaces and/or driveways for purposes other than parking (e.g., storage of furniture, automotive repair, furniture refinishing, etc.) is prohibited.
14. **VEHICLES:** Only cars and light trucks without signage are permitted to park overnight in the common parking or driveway areas. No recreational vehicles (campers, boats, motor homes, etc.) or commercial vehicles will be allowed to park overnight except with the express written authorization of the Board of Trustees. When such permission is granted, the permitted vehicle must be parked in the common parking area and shall not be used as living quarters. All vehicles within the confines of the Condominium must be in operable condition and have current license plates and inspection sticker (if required). Any vehicle not in conformance with the above may be moved or removed by order of the Trustees, without notice and at the expense of the owner.

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

15. **CAMPER, TRAILER, BOAT, ETC., STORAGE:** No trucks or similar heavy duty vehicles, snowmobiles, motorcycles, boats, utility trailers, boat trailers and camping trailers will be allowed within common or limited common areas of the Condominium unless appropriate, temporary or permanent storage arrangements have been approved in writing by the Trustees. This prohibition includes the overnight storage of such vehicles and equipment. When such permission is granted, the vehicle shall not be used as living quarters.
16. **SNOW REMOVAL:** During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their cars from the parking area until snow plowing is complete. The Trustees are authorized to impose a per-occurrence fine for failure to do so.

17. **SIGNS:** Unit Owners may not display “For Sale” or “For Rent” signs in windows of or otherwise on the exterior of their Units, nor may the Owners of Units place window displays or advertising in windows of such Units.
18. **SALE OF UNITS:** Property Manager will notify Unit Seller/Buyer of the obligation to pay a two-month transfer fee payment upon issuance of the 6d certificate.

Note: For all sales of Massachusetts condominiums, Mass. General Laws Ch. 183A, section 6(d) requires that the Condominium Trustees sign a certificate verifying the outstanding condo fees assessed against the Unit, if any. The term “6d” certificate refers to that statutory section of the Condominium Act, section 6(d). Lenders and their closing attorneys will require a “clean” 6d which states that there are no unpaid fees. The recording of a clean 6d certificate will prevent the Trust from filing a lien against that unit.

19. **RENTAL OF UNITS:** Any rental of any duration must be reported promptly to the Board of Trustees. Renters are required to abide all provisions of the governing documents and all Rules and Regulations. Unit Owners are responsible for all actions of renters. [See Section 5.2.6 of the Amended Declaration of Trust.]
20. **OFFENSIVE ACTIVITIES:** No Owner may use or maintain his or her Unit or the Common areas appurtenant thereto for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive.

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

- a) May be or become an annoyance or nuisance to the other Unit Owners or occupants;
- b) Will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants;
- c) May or does cause damage to any other Unit or to the Common Areas and facilities; or
- d) Results in the removal of any article or thing of value from any other Unit Owner’s unit or from the common areas and facilities of the Condominium

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

21. **MOVING:** Moving companies or other furniture movers, including Unit Owner and/or Unit Occupants shall neither move into Units or out of Units before 7:00 a.m. or after 9:00 p.m.

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

23. **TRASH DISPOSAL:** All garbage, trash, cans and bottles must be bagged or wrapped. Trash is to be stored in plastic bags or non-metallic containers designed for such use. No trash shall be placed in common areas except for contained trash on day of trash pickup only. It shall be the Unit Owner's or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pickup.

The Americans with Disabilities Act requires a three-foot unobstructed path of travel on public walkways. To comply with this legislative requirement, Unit Owners must avoid placing trash receptacles on sidewalks.

Disposal of trash in dumpsters located near the Benchmark Senior Living Facility and The Pines is restricted to persons authorized by the Trustees elected from those subgroups.

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

25. **PESTS:** Pest, insect damage - Unit structural repair and remediation due to termites and carpenter ants are a subgroup responsibility. Remediation may include addressing both the external and internal conditions conducive to the source of infestation. These may include ground and drainage treatment.

Internal unit control of pest infestations that do not cause structural damage and/or require repair, such as roaches, bees, mice, and other pests, is the Unit Owner's responsibility. Efforts that may require subgroup involvement (e.g., exterminator) would be at the Unit Owner's expense.

26. **DAMAGE:** Any damage to any Building, Common Area, Limited Common Area, or any mechanical, electrical, electrical, or other building service system caused by a Unit Owner or occupant, family, guests, agents, servants, employees, licensees, or tenants shall be the responsibility of the Unit Owner.
27. **SAFETY:** Each Unit Owner assumes responsibility for his own safety and that of his family, guests and lessees.
28. **PLUMBING:** Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. Plumbing fixtures and apparatus shall not be used for any purpose other than that for which they were constructed. Any damage to the plumbing system of any building resulting from such misuse shall be paid for by the Unit Owner.

Garbage disposals are not allowed to be installed any units. Any garbage disposal currently installed must be removed immediately, and the Unit owner must certify its removal to the Trust.

Every Robbins Brook homeowner can help protect our waste water treatment system's integrity and avoid costly repairs. Dispose of waste in the trash, not down the drain. Drains include not only sinks and showers, but washing machines, dishwashers and toilets. The wastewater treatment system is NOT a garbage can. It contains a complex gravitational and filtration system that separates solids from liquids, as well as chemicals, ultra violet light and living organisms, whose job it is to treat, neutralize, and dissolve waste.

Wastewater system-related rules:

- a. DISPOSE NON- and SEMI-BIODEGRADABLE ITEMS IN THE HOUSEHOLD TRASH. These include: "flushable" personal and cleaning wipes, Depends-type products, hair, gum, cigarette butts, diapers, feminine napkins and tampons, cleaning rags, paper towels, tissues, egg shells, coffee grounds, cat litter, bandages or latex objects, dental floss, plastics, clothes dryer lint and vacuum debris.
 - b. COOKING OILS AND GREASE HARDEN AND CLOG DRAINS. Do not dispose of them in any unit drain.
 - c. KEEP ALL MEDICINES, CAUSTIC CLEANERS and CHEMICALS OUT OF THE WASTE WATER TREATMENT SYSTEM. These include such products as drain de-cloggers, paint, paint thinners, chlorine, floor wax, pesticides, rug cleaners and bleach. If the substance is harsh to the skin, it is harmful to the wastewater treatment system and kills the bacteria responsible for breaking down waste.
29. **GUESTS:** Owners shall be responsible for the actions of their guests. If guests create a nuisance to other Owners, the Trustees shall have the right to request that the guests

leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.

31. VENDING, PEDDLING OR SOLICITATION: No person, including any Unit Owner, shall enter, or go through the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever, or for the purpose of soliciting donations or contributions for or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter, provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Trustees.

32. SATELLITE DISHES: Satellite dishes and antennas are permitted to the extent allowed by federal law, including FCC rules for Over the Air Reception Devices ("OTARD"). Plans must be submitted to the Trustees for review and approval prior to installation. Unit Owner must remove the satellite dish upon leaving Robbins Brook, take out wiring, and repair any related damage to the Unit.

33. ENFORCEMENT AND FINES: The Trustees are authorized, in their sole discretion, to impose monetary fines, liens, or penalties for violation of these Rules and Regulations. Trustee-imposed fines will be no less than \$25, not to exceed \$250 for an initial offense. Subsequent repeated violations will result in fines in an escalating fashion. The Trustees will establish the amounts of fines at their own discretion. Further, the Trustees have the right to relax or withhold enforcement of any Rule or Regulation for any or all residents, or which, under the circumstances, would be unfair or impractical to enforce. Reference Amended Declaration of Trust, Section 5.1.16.

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

35. COMPLAINTS: Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Trustees as to what action has been taken. Each Owner has the right to protect his interest in the event the Trustees choose not to take action on a complaint. The Trustees are not required to take any action upon receipt of a complaint.

36. RIGHT TO A HEARING: Any resident, owner guest or occupant aggrieved by any fine or penalty imposed by the Board of Trustees will be granted a hearing, provided that said resident requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within twenty-one days of receipt of the written request for hearing, and shall

be conducted in a closed session. The party aggrieved, the Unit Owner and/or his/her representative, and the complainant are required to attend the hearing.

- 37. MARIJUANA:** No smoking or growing of marijuana is permitted, campus-wide, either indoors or outdoors. Nonetheless, a Unit Owner who can provide to the Trustees proof from a doctor that marijuana or a marijuana product is required by a Resident, may be granted permission by the Trustees to use the substance within his or her unit. No use of the product will be allowed to become a nuisance to other residents of Robbins Brook. Steps should be taken to determine if the product can be ingested rather than smoked.

As of the current revision of the RBCT Rules and Regulations, marijuana remains a Schedule 1 substance under the Federal Controlled Substances Act. States that allow marijuana for medical or recreational uses do so in defiance of federal law.

- 38. CONDOMINIUM DOCUMENTS:** As per the Condominium By-Laws, Trustees or their representative(s) have the authority to contract for services required to operate, maintain, repair, improve, replace, alter and otherwise care for the Common Areas and facilities, and to obtain all insurance required by law. Copies of contracts and other official documents pertaining to the Condominium and negotiated on behalf of the Condominium are maintained at the office of the property manager.

Massachusetts General Law Section 183A Section 10 allows Unit Owners to review copies of RBCT's documents at the office of the property manager. Residents must call in advance to make an appointment for document review on site and must pay reasonable costs to receive a photocopy, if desired.

- 39. CONTACT WITH VENDORS:** ONLY Trustees or the Property Manager are empowered to solicit competitive bids and contact vendors or parties who are doing business with or might do business with RBCT as stated in our Bylaws (Declaration of Trust sections 5.1.3, 5.1.4, and 5.1.5).

Unit owners are requested not to interfere with workers who are on the campus performing services contracted by the trustees or their agents. All questions, concerns or comments about contracts and documents must be referred to the Board of Trustees or the Property Manager or in the case of insurance to the Chair of the Insurance Committee. Changes in direction or requests from individual Unit Owners may cause confusion and/or impact a vendor's ability to deliver those contracted services.

- 40. AMENDMENT:** These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided a written communication is sent to each Owner advising her or him of the change.

B. GUIDELINES FOR LIVING AT THE PINES

In addition to the rules and regulations presented in Section A, the Pines Subgroup, a self-contained multi-Unit building, has guidelines that apply only to its occupants and visitors. This section of the document presents those guidelines.

1. Noise

Residents are asked to restrict the use of major appliances such as dishwashers, washers, dryers and vacuums to the hours of 9:00 a.m. to 9:00 p.m. due to the noise they generate. The volume of televisions, music systems and radios should not be audible in the corridor. Residents should be mindful of their neighbors when they, or anyone else, perform noise-generating activities in their unit such as prolonged hammering, drilling and pounding, or engage in loud or extended conversations in common areas.

2. Air Conditioning

Air conditioning is available from May 1st through September 30th, when the building superintendent activates and shuts down the cooling system. During off-season months residents are asked to use fans and/or dehumidifiers on days with unseasonable weather, due to the exorbitant cost of activating the HVAC system on demand.

3. Smoking

The Pines is a no smoking facility. Residents and guests who choose to smoke must do so outside the building. Because smoking can pose both a fire hazard and a health threat, smoking within ten feet of the building and its garage area and on a flammable surface (such as grass) is prohibited.

4. Common Room

Use of the common room is limited to residents of The Pines. To reserve the common room to host meetings and gatherings, Pines' residents should complete a room request form available from the building superintendent. Pines residents should feel free to use the common room if a prior reservation has not been approved. Gatherings of any sort are limited to the common room and the rear patio.

5. Attire

Residents and guests are expected to wear street clothes in all common areas of the building except in case of a sudden emergency. As a courtesy to visitors and other

residents, residents and their guests are discouraged from wearing pajamas, nightgowns and bathrobes outside their Unit.

6. Trash

Residents are responsible for disposing their household trash in heavy duty, securely fastened plastic bags intended for that use. Under no circumstances should paper bags or small plastic grocery bags be used to dispose of trash. Rooms designated for trash disposal are located on every floor. For health and safety reasons, the use of the dumpster located outside the building is restricted to authorized personnel.

7. Pets

Residents of The Pines are expected to comply with the provisions of the Robbins Brook Master Deed and Declaration of Trust and the Rules and Regulations pertaining to pets with one exception: talking birds are not allowed. Pet owners are responsible for the behavior of their animals at all times.

8. Decks/Patios

Residents whose upper story Units have a deck or patio must exercise precautions to prevent spillage (from outdoor plants, bird feeders, etc.) from leaking through to the deck or patio of the Unit below. Droppings can leave permanent stains on deck and patio surfaces and become a nuisance for downstairs neighbors whose Units allow outdoor seating.

C. ORGANIZATIONAL INFORMATION:

Items in this section of the document are not Rules or Regulations. They are, rather, foundational to the Trust's organization and make-up.

1. **OPERATING COMMITTEES:** The Operating Committee for each sub-group will consist of the elected Trustees from each respective Sub-Group. Note that sub-groups were established in the 2nd paragraph of the Master Deed and are mentioned in Section 5.4, page 14, of the Amended Declaration of Trust. One of these elected Trustees must serve as Committee Chairman. The committee membership can be supplemented by volunteer Unit Owners.

The Operating Committee shall have periodic scheduled meetings and shall hold an annual meeting as needed for which minutes will be prepared and distributed to all Sub-Group residents and the Board of Trustees.

The Operating Committees' responsibilities will include:

- a) Managing repairs and maintenance of exterior buildings structures and exclusive use areas within the Sub-Group
 - b) Managing all other activities related to the day-to-day operations of the Sub-group as defined in the Condominium documents
 - c) Preparing a draft budget annually for submission to the Board of Trustees for confirmation and approval
 - d) Reviewing of financial statements and expenses
 - e) All spending not approved in the budget must be approved by the Board of Trustees; all contracts must be submitted to and approved by the Board of Trustees prior to work proceeding
 - f) Recommending the Capital Reserve plan and its implementation
2. **ETHICS:** At the first Trustee Meeting following election or re-election, all Trustees will read and sign a Code of Conduct. Any financial agreement with the Trust must be disclosed per Amended Declaration of Trust Section 3.11.

APPENDIX I: Cross Reference to Master Deed and Amended Declaration of Trust

Using the following table, Unit Owners can locate information that may relate or pertain to Rules and Regulations presented in this document.

Table I-1: Cross-Reference of Rules and Regulations Topics to Master Deed and Amended Declaration of Trust Text

Topic	Document Section Number/Page Number)
Residential Use of Units	<ul style="list-style-type: none">• Master Deed Section 11 (a), page 16• Amended Declaration of Trust Section 5.2.2, page 9
Architectural Integrity of Units	<ul style="list-style-type: none">• Amended Declaration of Trust Section 5.2.4, page 9
Modification of Units	<ul style="list-style-type: none">• Master Deed Section 11 (b), page 16
Sale or Lease of Units	<ul style="list-style-type: none">• Master Deed Section 11 (f), page 17• Amended Declaration of Trust Section 5.2.5, page 10

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Table I-1: Cross-Reference of Rules and Regulations Topics to Master Deed and Amended Declaration of Trust Text (continued)

Topic	Document Section Number/Page Number)
Short Term Use/Transient Use	<ul style="list-style-type: none">• Master Deed Section 11 (g), page 17• Amended Declaration of Trust Section 5.2.6, page 10
Age Restrictions	<ul style="list-style-type: none">• Master Deed Section 11 (e), page 17
Modification to Units	<ul style="list-style-type: none">• Master Deed Section 11 (s), page 19• Amended Declaration of Trust Section 5.2.8, page 11
Household Pets	<ul style="list-style-type: none">• Amended Declaration of Trust Section 5.2.3, Page 9]
Owner Responsible for Tenant	<ul style="list-style-type: none">• Master Deed Section 11 (h), page 18
Signs	<ul style="list-style-type: none">• Master Deed Section 11 (n), page 19
Sale of Unit	<ul style="list-style-type: none">• Master Deed Section 11 (t), page 19
Camper, Trailer, Boat, etc. Storage	<ul style="list-style-type: none">• Master Deed Section 11 (k), page 18
Satellite Dishes	<ul style="list-style-type: none">• Master Deed Section 11 (q), page 19

APPENDIX II: Code of Conduct for RBCT Trustees

Code of Conduct

Robbins Brook Condominium Trust

Board of Trustees

WHEREAS, the Board of Trustees (“the Board”) of the Robbins Brook Condominium Trust (“the Association”) has, according to the Declaration of Trust, the authority and responsibility to make decisions for the benefit of the entire community, and

WHEREAS, the Board wishes to ensure that the Board and its individual members (“Board member”) maintain a high standard of ethical conduct in the performance of the Association’s business, and to ensure that the Association’s members maintain confidence in and respect for the entire Board,

NOW, THEREFORE BE IT RESOLVED THAT the Board of Trustees hereby adopts the following rules of conduct, standards of behavior, ethical rules, and enforcement procedures that are applicable to all members of the Board:

1. **Board members shall act in the best interests of the Association as a whole.** Board members serve for the benefit of the entire community, and shall, at all times, strive to do what is best for the Association as a whole. Board members shall not use their positions as such for private gain, for example:
 - a. No Board member shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is seeking a contractual or other business or financial relationship with the Association.
 - b. No Board member shall seek preferential treatment by the Board, any of its committees, or any contractors or suppliers.
 - c. No Board member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
 - d. No Board member shall receive any compensation from the Association for serving on the Board.
 - e. No Board member shall willingly misrepresent facts to advance a personal cause or influence the community to advance a personal cause.
 - f. No Board member shall use his/her position to enhance his/her financial status through the use of certain contractors or suppliers.

The above list of examples is offered for illustration purposes only, and is not intended to be exclusive.

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2. **Board members shall comply with the governing documents of the Trust as well as relevant Federal, State and Local laws.** Board members shall use their best efforts at all times to make reasonable decisions that are consistent with the Master Deed, Declaration, Bylaws, Rules and other governing documents of the Association, and to be familiar with all such documents. Board members shall likewise comply with and make decisions that are consistent with all applicable laws, including, but not limited to, refraining from discriminating against any person on the basis of race, color, religion, national origin, gender, family status, or mental or physical disability.
3. **Board members shall set high standards for themselves as Association members.** Board members shall hold themselves to the highest standards as Association members, and shall in all ways comply with the provisions of the Association's governing documents, such as paying dues/fees on time, and following all Bylaws and Rules.
4. **Board members shall work within the Association's framework, and refrain from unilateral action.** Board members shall at all times work within the Association's framework, and abide by the system of management established by the Association's governing documents and the Board. The Board shall conduct business in accordance with Federal, State and Local laws, and the Association's governing documents, and shall act upon decisions duly made. No Board member shall act unilaterally or contrary to such decisions, or act upon Association business without the Board's knowledge. Toward that end, no Board member shall seek to have a contract implemented that has not been duly approved by the Board, nor promise anything not approved by the Board to any contractor, supplier, Association member, or otherwise.
5. **Board members shall behave professionally at meetings.** Board members shall conduct themselves at all meetings, including Board meetings, annual meetings of the members, and committee meetings, in a professional and businesslike manner. Personal attacks against other Board members, Association members, residents, officers, management, or guests are not consistent with the best interests of the community and will not be tolerated. Language at meetings shall be kept professional. Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.
6. **Board members shall maintain confidentiality when appropriate.** Board members shall at all times maintain the confidentiality of all legal, contractual, personnel and management matters involving the Association and/or individual Association members. Board members shall also maintain the confidentiality of the personal lives of other Board members, Association members, residents, and management staff.
7. **Board members shall disclose conflicts of interests.** Board members shall immediately disclose to the Board any perceived or potential conflict of interest regarding any aspect of the business operations of the Association.
8. **Board members shall refrain from defaming anyone in the community.** Board members shall not engage in defamation, by any means, of any other Board member, Association member, resident, or management staff member. The Association shall deem any Board member who engages in defamation to be acting outside the scope of his authority as a Board member.

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9. **Board members shall refrain from harassing Association members or residents.** Board members shall not in any way harass, threaten, or otherwise attempt to intimidate any other Board member, Association member, or resident. The Association shall deem any Board member who harasses, threatens, or otherwise attempts to intimidate other Association members or residents to be acting outside the scope of his authority as a Board member.
10. **Board members shall refrain from interfering with management staff and contractors.** No Board member shall interfere with the duties of management staff or any contractor executing a contract in progress. All communications with contractors must go through one designated Board member or management, or must otherwise be in accordance with Board policy.

ADOPTED BY BOARD RESOLUTION AS PART OF THE MEETING AGENDA ON:

Signed:

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
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