



**Robbins Book Condominium Trust**

c/o BRIGS LLC

185 Dudley Street

Boston, MA 02119

401-380-5288 (Client Services for the Pines)

401-380-5355 (Client Services for the Town Homes)

401-380-5356 (Client Services for the Village Homes)

888-546-6400 (Emergency Service)

[CS@BRIGSLLC.com](mailto:CS@BRIGSLLC.com)

**To:** All Homeowners  
**From:** Michael Grover AMS, CMCA – Sr. Portfolio Manager  
**Date:** March 8, 2023  
**Re:** Amended Rules and Regulations

Dear Owners and Residents of Robbins Brook Condominium Trust,

Enclosed is a copy of the newly recorded Rules and Regulations for Robbins Brook Condominium Trust dated February 21, 2023. Please take a moment to review the updated document, which supersedes all previous versions. Changes are noted in red (#8 Landscaping, #19 Littering, #20 Trash Disposal, #34 Contact with Vendors). Other regulations remain unchanged.

Please be reminded Rule #2 'Modifications, Changes and/or Additions to the Exterior of the Building' requires written consent of the Trustees for ALL changes to the exterior of any building. This is particularly important in maintaining the uniform character and quality of Robbins Brook. The Board has observed some modifications that require Trustee approval, but no such approval was requested.

Should you have any questions, please feel free to reach out to Client Services for assistance at the phone or email listed above.

We thank you in advance for your assistance and cooperation.

Robbins Brook Condominium Trust Board of Trustees and  
Michael Grover AMS, CMCA, Sr. Portfolio Manager, BRIGS LLC

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Middlesex South Registry of Deeds  
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**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)

**ROBBINS BROOK CONDOMINIUM****CERTIFICATE AS TO  
AMENDED AND RESTATED RULES AND REGULATIONS**

Reference is hereby made to that certain Declaration of Trust, dated January 23, 2002, and recorded with the Middlesex County Southern District Registry of Deeds in Book 34644, Page 114, as amended by the Amended And Restated Declaration of Trust dated August 10, 2016, and recorded in Book 67814, Page 418, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Robbins Brook Condominium Trust (the "Trust"), the organization of Unit Owners of the Robbins Brook Condominium, an organization of Unit Owners of the Robbins Brook Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated January 23, 2002, and recorded with the Middlesex County Southern District Registry of Deeds in Book 34644, Page 063, as amended by the Amended and Restated Master Deed dated August 10, 2016 and recorded with said Registry of Deeds in Book 67814, Page 372 (the "Master Deed").

We, the undersigned, being a majority of the Trustees of said Robbins Brook Condominium Trust, do hereby certify that the Board of Trustees has, in accordance with Article V, Section 5.1.6 of the Trust, adopted the Amended and Restated Rules attached hereto effective on February 21, 2023. These Rules supersede and supplant those adopted prior hereto.

[SIGNATURE PAGE TO FOLLOW]

Executed this 21<sup>st</sup> day of Feb. by at least a majority of the Board of Trustees.

MAJORITY OF THE TRUSTEES OF THE ROBBINS BROOK CONDOMINIUM TRUST AND NOT INDIVIDUALLY

Patricia Jamieson  
PATRICIA JAMIESON, Trustee

Antoinette Berryman  
Antoinette Berryman, Trustee

Gail Enman  
Gail Enman, Trustee

Elaine Brea  
Elaine Brea, Trustee

Carol Brown  
Carol Brown, Trustee

Michael R Daniel  
MICHAEL R. DANIEL, Trustee

Stefan B. Duvigneau  
Stefan B. Duvigneau, Trustee

Robert Hill  
Robert Hill, Trustee

Patricia Kuska  
PATRICIA KUSKA, Trustee

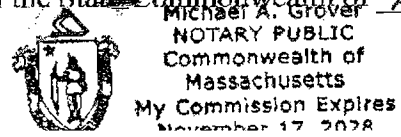
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 21<sup>st</sup> day of February, 2023, before me, the undersigned notary public, personally appeared Patricia Jamieson, Antoinette Berryman, Gail Enman, Elaine Brea, Carol Brown, Stefan Duvigneau, Robert Hill, and Patricia Kuska to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Robbins Brook Condominium Trust.



Michael A. Grover  
Notary Public  
My Commission Expires: 11/17/2028  
Print Notary Public's Name: Michael Grover  
Qualified in the State/ Commonwealth of MA





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# AMENDED & RESTATED RULES AND REGULATIONS

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Robbins Brook Condominium Trust



Final, Dated: February 21, 2023

**NOTE**

These amended and restated Rules and Regulations have been recorded at the Middlesex South Registry of Deeds and may be amended by the duly elected Trustees of the Robbins Brook Condominium Trust from time to time. For the most recent and updated Rules and Regulations, please contact the Board of Trustees and/or the Management Company of Robbins Brook Condominium Trust.

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 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.

**Violations may result in a per occurrence fine, or other remedy, imposed by the Trustees.**

**See Appendix III for the Trust's policy for fines.**

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.



## **RULES & 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 use shall be made of the Limited or Common Areas other than the uses permitted in the Master Deed, the Trust or via written consent of the Trustees of the Condominium Trust (the "Trustees"). 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.
  
- 2. MODIFICATIONS, CHANGES, AND/OR ADDITIONS TO EXTERIOR OF THE BUILDING:** Changes or fixtures affecting the appearance of the exterior of any building including windows, doors, bulkheads, etc., shall be permitted only with the written consent of 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 except with the prior written approval of the Trustees and in accordance with the provisions of the condominium documents.
  
- 3. NOISE:** At no time are musical instruments, radios, television, or other devices/equipment to be so loud as to become a nuisance. 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.
  
- 4. OUTDOOR STORAGE:** Lawn furniture, bicycles, children's wheeled vehicles and toys, etc., shall not be left or stored outside the Unit, except for seasonal-use furniture which, when used outside, shall be maintained, and located on the deck or patio only.
  
- 5. OUTDOOR GRILL:** Only gas and electric grills are allowed on first floor decks and patios, provided they are not placed under an overhang or on a balcony. The Trust requires that grills be placed no closer than five feet from any exterior wall and must be placed on a fireproof pad when in use. Unit owners are responsible for all costs of repairing any grill-related damage to any unit structure or materials.  
  
Permanent natural gas grills may be installed in compliance with applicable building and plumbing codes, inspection requirements, and manufacturer's instructions and specifications.
  
- 6. 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 to be exposed to public view.
  
- 7. FLAMMABLE STORAGE:** Propane tanks used for outdoor grills cannot be carried through or stored within any unit, including within a garage.

**8. LANDSCAPING:**

- a. Unit Owners may change or add **annuals** in existing unit foundation beds without prior permission of the Landscaping Committee. Planting new **perennials** requires prior permission by the Landscaping Committee. Use of invasive species is not permitted.
- b. Written permission from the Landscaping Committee is required prior to creating a new planting bed. Unit Owners must submit a plan, including irrigation and/or other infrastructure changes, to the Committee for approval.
- c. New planting beds must adjoin foundations, fences, and/or perimeters and must be placed a reasonable distance from any structure.
- d. The construction, maintenance, and expense of new planting beds, including any necessary irrigation and infrastructure modifications or repairs, will be the responsibility of the Unit Owner.
- e. New planting beds must not impede mowing.
- f. Directions to landscaping crews will come only from the Landscaping Committee.

**9. IMPROPER USE OF COMMON AREAS AND FACILITIES:** There shall be no use of the Limited Common Areas or Common Areas and/or Facilities which may damage them or any plantings thereon, increase the maintenance thereof, or disturb or annoy other unit owners. There shall be no obstruction of Common Areas without the proper consent of the Board of Trustees except as expressly permitted in the Master Deed, the Declaration of Trust, or in these Rules and Regulations.

- a. No unauthorized person, including Unit Owners, shall be permitted on the roof of any Condominium building.
- b. Organized activities in the Common Area shall be approved by the Trustees. Under no circumstances are open fires allowed.

**10. 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. All dogs must be licensed in accordance with the Town of Acton regulations and proof submitted to the Property Manager.
- d. No unit owner's dog shall exceed 40 pounds.
- e. Any dog outside the Owner's Unit must always be on a leash and under the full control of the owner or responsible person.
- f. No pet shall be tied to any Common Area or Limited Common Area at any time.
- g. The defecation by a dog on any Common Area or Limited Common Area shall be immediately and properly disposed of by the dog's owner/handler.
- h. Three written notices of violations can be cause for a dog's removal from the premises, in accordance with the Condominium's fines policy (see Appendix III of this document).

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**11. 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. Except for 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.

**12. VEHICLES:** Only cars and light trucks 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 or be stored within the Condominium 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 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. At no time shall pedestrian walkways be blocked by a parked vehicle. No vehicle shall be parked to block access to any roadway or parking area. No overnight parking on the roadway is allowed.

**13. SNOW REMOVAL:** During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicle owners may, from time to time, be asked to remove their vehicles from parking areas and/or driveways to permit snow plowing.

**14. SIGNS:** Unit Owners may not display "For Sale" or "For Rent" signs in windows or otherwise on the exterior of their Units, nor may the Owners of Units place window displays or advertising in windows of such Units.

**15. SALE OF UNITS:** Note that Massachusetts General Law Ch. 183A, section 6(d) requires that the Condominium Trustees sign a certificate identifying any outstanding condo fees assessed against a unit being sold. Property Manager will notify Unit Seller/Buyer of the obligation to pay a two-month transfer fee payment upon issuance of the "6(d) certificate."

**16. RENTAL OF UNITS:** Any rental of any duration must be reported promptly to the Board of Trustees. Renters are required to abide by 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.*]

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**17. 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.

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
- 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.

**18. 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.

**19. LITTERING:** No littering shall be committed within the Condominium. Paper, cans, bottles, cigarette butts, animal waste and other trash is to be placed in the designated receptacles provided to each Unit Owner. Under no circumstances are such items to be dropped or left in the Common or Limited Common areas.

**20. TRASH DISPOSAL:** All garbage, trash, cans, bottles, and all other materials must be placed in the designated trash and recycling receptacles provided to each Unit Owner. No trash or recycling items shall be placed in Common or Limited Common Areas. Each Unit Owner or Tenant is responsible for disposing any trash or recyclables too large to be disposed of by normal residential trash pickup. All trash and recycling receptacles must be stored inside each unit garage except from the evening before through the evening of the designated trash collection day. All trash and recycling receptacles must be placed curbside by 6:00 a.m. on the designated collection day. After pick-up, all trash and recycling receptacles must be returned to the garage.

The dumpsters located near the Benchmark Senior Living Facility and The Pines are for the use of those residents only.

Requirements included in The Americans with Disabilities Act are such that Unit Owners must avoid placing trash receptacles on sidewalks.

**21. 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.

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**22. 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.

**23. 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.

**24. SAFETY:** Each Unit Owner assumes responsibility for his own safety and that of his family, guests and lessees.

**25. PLUMBING AND WASTEWATER SYSTEM:** 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.

**ROBBINS BROOK WASTEWATER SYSTEM**

Robbins Brook has its own wastewater system which must operate in compliance with the Massachusetts Department of Environmental Protection and Acton Board of Health regulations and permit.

**Human waste and toilet paper are the only items appropriate for toilet disposal. Wipes, diapers, gloves, medicines and other hygienic or foreign materials are not to be disposed of in toilets.**

- Dispose of waste in the trash, not down the drain. Drains include not only sinks and showers, but washing machines, dishwashers and toilets. Contractors should be made aware of these concerns.
- Dishes and cooking utensils should be scraped of leftovers, fats, coffee grounds, etc., before cleaning in dishwashers or sinks.
- No cleaning agents, solvents or similar materials should be disposed of in drains.
- Garbage disposals are not allowed.

**26. GUESTS/VISITORS:** 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.

**27. VENDING, PEDDLING, OR SOLICITATION:** No person, including any Unit Owner, shall enter or move through the Condominium for the purpose of canvassing the residents, vending, peddling, etc., unless with written consent of the Trustees.

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- 28. 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 of the location of the system prior to installation. Upon relocating from Robbins Brook, Unit Owner must remove the satellite dish, take out wiring, and repair any related damage to the Unit.
- 29. 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. Refer to Appendix III of this document for information about fines. *Reference Amended Declaration of Trust, Section 5.1.16.*
- 30. 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.
- 31. COMPLAINTS:** Complaints of violations of these Rules and Regulations should be made to the Trustees in writing using the Trust’s Complaint Form (available from your subgroup representative). 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 act on a complaint.
- 32. 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 with the Trust, provided that said resident requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within twenty-one (21) days of receipt of the written request and shall be conducted in a closed session. The complainant, the Unit Owner and/or representative are required to attend the hearing.
- 33. MARIJUANA:** No growing of marijuana is permitted, campus-wide, either indoors or outdoors. No use of the product will be allowed to become a nuisance to other residents of Robbins Brook.
- 34. 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 RBCT as stated in our Bylaws (*Declaration of Trust sections 5.1.3, 5.1.4, and 5.1.5*). Changes in direction or requests from individual Unit Owners may cause confusion and/or impact a vendor’s ability to deliver those contracted services. 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.~~  
**Unit owners are requested not to interfere with workers who are on the campus performing services contracted by the trustees or their agents.**
- 35. 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.

## 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)
<b>Residential Use of Units</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (a), page 16</li> <li>• Amended Declaration of Trust Section 5.2.2, page 9</li> </ul>
<b>Architectural Integrity of Units</b>	<ul style="list-style-type: none"> <li>• Amended Declaration of Trust Section 5.2.4, page 9</li> </ul>
<b>Modification of Units</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (b), page 16</li> </ul>
<b>Sale or Lease of Units</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (f), page 17</li> <li>• Amended Declaration of Trust Section 5.2.5, page 10</li> </ul>
<b>Short Term Use/Transient Use</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (g), page 17</li> <li>• Amended Declaration of Trust Section 5.2.6, page 10</li> </ul>
<b>Age Restrictions</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (e), page 17</li> </ul>
<b>Modification to Units</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (s), page 19</li> <li>• Amended Declaration of Trust Section 5.2.8, page 11</li> </ul>
<b>Household Pets</b>	<ul style="list-style-type: none"> <li>• Amended Declaration of Trust Section 5.2.3, Page 9]</li> </ul>
<b>Owner Responsible for Tenant</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (h), page 18</li> </ul>
<b>Signs</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (n), page 19</li> </ul>
<b>Sale of Unit</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (t), page 19</li> </ul>
<b>Camper, Trailer, Boat, etc. Storage</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (k), page 18</li> </ul>
<b>Satellite Dishes</b>	<ul style="list-style-type: none"> <li>• Master Deed Section 11 (q), page 19</li> </ul>

## APPENDIX II: Guidelines for Living at The Pines

In addition to the rules and regulations for all subgroups of Robbins Brook (beginning on page 4), the Pines Subgroup, a self-contained multi-Unit building, has guidelines that apply only to its occupants and visitors. This Appendix 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 and its surroundings. *Smoking is only permitted on the north and south perimeters of The Pines beyond the block occupied by the facility and its garages and numbered parking spaces.*

### **4. Community Room**

Use of the community room is limited to residents of The Pines. The Operating Committee will review requests by other subgroup residents on a case-by-case basis and will decide based on the nature of the event and the availability of the room. Requests by residents of the Village Homes or the Town Homes to host personal family gatherings in the community room will not be considered.

To reserve the community room to host meetings and gatherings, Pines' residents should complete a room request form available from members of the Operating Committee. Pines residents should feel free to use the community room any time it is not otherwise reserved. *Gatherings of any sort are limited to the community room and the rear patio. Trash (if any) must be placed in the trash room and the lights turned off when the room is no longer in use.*

### **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. Designated trash rooms on each floor are intended for trash disposal. Disposal of trash in the dumpster by residents and non-residents is prohibited. Under no circumstances should paper bags or small plastic grocery bags be used to dispose of trash. *Improper and careless disposal of trash results in the leakage of garbage onto floors and carpets and contributes to the costs of cleaning, repairing and replacing interior surface materials.*

**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.*

## APPENDIX III: Robbins Brook Policies for Assessing Fines

The Trustees shall enforce obligations of the Unit Owners and may levy fines against Unit Owners for violations of M.G/L. c. 183A (the “Condominium Act”), the Master Deed, the Declaration of Trust, and/or the By-Laws and Rules and Regulations (collectively the “Governing Documents”) that govern the conduct of the Unit Owners, residents, and persons for whom they are responsible as follows:

- 1<sup>st</sup> Offense Notice – BY REGISTERED MAIL
- 2<sup>nd</sup> Offense Fine of \$50
- 3<sup>rd</sup> Offense Fine of \$100
- 4<sup>th</sup> Offense Fine as determined by the Board of Trustees

**Non responsiveness after a violation has been received may be considered a separate violation.**

**Violations that endanger the health, safety, and/or welfare of others or pose a substantial threat to property, or create a substantial or continued nuisance, shall be subject to such additional fines in amounts as the Trustees in their discretion may determine and may vary from the above fine schedule even if such violations is the first or a single offense.**

In addition to imposing fines, the Board of Trustees may seek all other available remedies, and any costs and/or expenses incurred in seeking such other remedy, together with any fines assessed, shall be chargeable to a Unit Owner, who himself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets, are responsible for such violation(s).

Such assessments shall constitute a lien on the respective unit of such Unit Owner and may be enforced in any manner permitted by Massachusetts General Laws Chapter 183A, Section 6 and Chapter 254, Section 5 and 5A, or their replacements, by the Board of Trustees.