

## **RULES AND REGULATIONS OF HARVEST VALLEY CONDOMINIUM**

### **“EXHIBIT A”**

This amended “Exhibit A” is incorporated into and made a part of the By-Laws of HARVEST VALLEY CONDOMINIUM this 9 day of September 2025.

Preamble: The Rules and Regulations of Harvest Valley Condominium are the responsibility of the Trustees. See Harvest Valley Condominium Declaration Of Trust And By-Laws, Article II, Section 3(e) [Declaration of Trust page 5]. The Rules and Regulations govern the details of daily living in this community. Their purpose is to make Harvest Valley Condominium a pleasant livable place. Many of the Rules and Regulations are worded as prohibitions without provision for exceptions. If you seek an exception to any Rule or Regulation, you must come to the Trustees and request our prior consent. In other words, the Rules And Regulations are to be followed unless a unit owner or resident has the prior consent of the Trustees.

#### **1. No Obstruction of common areas and Facilities.**

No one shall unreasonably obstruct any part of the common areas and facilities, without prior consent of the Trustees.

#### **2. No Articles in Common Areas.**

No clothes, sheets, blankets, laundry, or other articles shall be hung out of a unit or exposed on any part of the common areas or facilities.

#### **3. Toys, Baby Carriages.**

No baby carriages, toys, playpens, bicycles, velocipedes, benches, chairs, or other articles shall be placed on any part of the common areas and facilities except when such articles are in actual use by a unit owner or his family or guests.

#### **4. No Liability for Personal Property of Unit Owners.**

All personal property of the unit owners, or any other occupant of a unit, whether in the units, or in the common areas and facilities, or in the unit driveways, or elsewhere on the Condominium property, shall be kept therein at the sole risk and responsibility of the respective unit owner or occupant, and the Trustees shall have no responsibility therefor.

#### **5. Radios, Phonographs, Musical Instruments.**

The volume of television sets, radios, phonographs, high fidelity sound reproduction devices and musical instruments and the like shall not be operated in any manner which would result in excessive sound emanating therefrom being heard in any other unit.

#### **6. No Offensive Activity**

No noxious or offensive activity shall be carried on in the common areas and facilities, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall do or permit anything to be done by his family, servants, employees, agents, or visitors that will interfere with the rights, comforts or

conveniences of other unit owners or occupants. No public hall shall be decorated or furnished by any unit owner in any manner.

#### **7. Trash.**

All garbage and trash must be placed in the proper receptacles designed for refuse collection and pick-up, and no garbage or trash shall be placed anywhere upon any of the common areas and facilities. No dumpsters or any type outside container, trash can, etc., shall be allowed upon any common area.

#### **8. Exterior Apparatus.**

Under no circumstances shall any air conditioning apparatus, television or radio antennas, clothes line, clothes rack or any other such device or other items (except those initially installed by the Declarant) be installed on the exterior of any unit, or on the common areas and facilities, or be permitted to be hung out of a unit.

#### **9. Damage.**

Any damage to any building, equipment or common areas and facilities caused by a unit owner, or such unit owner's family, visitor, or pet shall be repaired at the expense of the unit owner.

#### **10. Doors.**

Unit entry doors shall be kept locked and secured at all times except when actually in use.

#### **11. Complaints.**

Complaints regarding the management of the Condominium or maintenance of the common areas and facilities, or regarding action of other unit owners or occupants, shall be made in writing to the Trustees and/or the management company. No unit owner shall attempt to direct, supervise, or in any manner attempt to control or request favors of any employee. Individual Trustees will not make decisions without reviewing the written complaint with a majority of the Board and/or the management company.

#### **12. Age of Occupants.**

Occupants must be at least 55 years of age unless they are attendant to parents of a disabled person.

#### **13. Dogs and other Pets.**

Dogs not exceeding 30 pounds in weight (except by written approval of the association), indoor cats, fish and other animals commonly kept as house pets may be kept in the unit provided that any such pet must be kept on a leash at all times while present in the common elements and must be attended by its owner. **At no such time, shall a pet be outside the unit while not in the presence of a responsible adult.** Further, and in accordance with Rule #8, no ropes or leashes shall be left attached, tied, or anchored to a unit or porch. Any waste created by any such pet shall be removed from the common elements and disposed of by the unit owner.

#### **14. Flower/Vegetable Gardens.**

Unit owners may establish and maintain a flower/vegetable garden, measuring no greater than 4' x 8' or 2' x 16' to the rear of the unit. The exact location of said garden is subject to the written approval of the Board of Trustees Association, which shall not be unreasonably withheld.

**15. Signs.**

Signs of any kind are not permitted in any common area, including the front lawn of any unit. A "For Sale" sign may be placed in the front window of a unit as long as that sign is no larger than 12' X 18" in size.

**16. Sale of Personal Property.**

Displays of personal property for sale, including so-called "Tag or Estate Sales" is not permitted within the Harvest Valley community.

**17. Propane Tanks.**

HVC owners are free to contract with any supplier for propane delivery. However, because each supplier provides their own storage tanks (or owners may decide to purchase their own tanks), the following conditions must be met:

1. The capacity of the tank must be 120 gallons and be vertical, not horizontal, in design.
2. Tank must be white and in good condition.
3. Tank must be located where the existing tank is located.

**18. Decorations.**

HVC owners may display decorations in the front beds only and must comply with the Decorations Rule revised April 2025. (see Appendix A).

**19. Shade Structures.**

With prior written approval of the Board of Trustees, unit owners may erect a shade structure on the deck. Due to Harvest Valley being in an area subject to high winds, shade umbrellas must be closed when not in use, must be heavily weighted at the base to ensure stability, and cannot be permanent fixtures. The top or cover of the shade structure must be an "earth tone" color.

**20. Solar Array.**

With prior written approval of the Board of Trustees, unit owners may erect a solar array on the roof above their own condominium unit and must comply with all provisions contained within the Solar Array Policy document (see Appendix B).

**21. Awnings.**

With prior written approval of the Board of Trustees and pursuant to an amendment to the Master Deed filed July 22, 2016, owners of Type I units may install an awning system attached to the roof and must comply with all provisions contained within the full version of Rule #21 (see Appendix C).

**22. Generators.**

Effective October 18, 2019, new installations of permanently installed natural gas/propane generators are no longer allowed within the common areas.

The temporary use of a gasoline powered portable generator during an extended power outage is allowed with certain restrictions. Please refer to the February 2012, updated October 18, 2019, "Use of Portable Generator" memo to owners.

The use of a portable gasoline generator, and the use of the two existing natural gas generators, is restricted to the operating hours of 6:00am to 10:00pm.

### **Rule 23. Exterior Equipment-HVAC**

Unit Owners must submit a written request to the Board of Trustees to replace/install an air conditioner condensing unit or heat pump in common areas.

If a request pertains to an air conditioner, unit owners must submit a written request to management clearly establishing that the unit meets minimum specifications addressing noise concerns:

1. Sound levels must be **less than 67 decibels** as stated by the manufacturer.
2. The unit must have a minimum 2.0 tons (24,000 BTU's) of cooling capacity.

Equipment rated at a sound level of 72 decibels can be approved with additional noise abatement requirements:

1. Installation of a compressor sound blanket for the model selected.
2. Installation of the condensing unit on a plastic pad.

If a request pertains to a heat pump, unit owners must submit a written request to management. The request must clearly establish that the selected heat pump equipment meets the following minimum specifications:

**Decibel Rating:** The average level of 72 decibels between standard load and peak load operation.

**Noise Reduction Features:** Equipment must include Compressor Sound Blanket, Sound Insulated Housing, and/or special noise-reducing mounting plates.

**Fan Type:** Vertical fan design is preferred; however horizontal fan style can be installed and must be installed with an air shield/deflector to discharge airflow vertically. Stacked, tandem or paired units are not allowed.

**Compressor Type:** Scroll or Rotary (DC, Inverter Technology Preferred), Reciprocating Compressor driven equipment will not be permitted.

**Outside Temperature Cut-Off: 20° Fahrenheit** – this setting will ensure the heat pump triggers the backup heating system and does not continue to operate below 20° F when they are less efficient and may produce higher noise decibels.

**Harvest Valley Decorations and Plantings Rules**  
**Updated August 19, 2025**

**DECORATIONS**

**Decorations are allowed in the front shrubbery beds which are defined in length by the front porch and the area adjacent to the porch that extends under the front bedroom window.**

**Decorations include**

**Seasonal wreaths** - may be displayed on the front door or storm door throughout the year.

**Flags** - One (1) large American Flag may be hung from a pole attached to the front porch. One (1) small seasonal or decorative flag can be displayed in the front shrubbery area; it may not be hung from the pole attached to the front porch.

**Garden Decorations** - Six (6) decorations, such as the following, may be placed in the front shrubbery area noted above.

- well maintained bird bath.
- bird feeder **from November 1 through March 31** - winter season only as summer feeders attract unwanted wildlife. Hummingbird feeders are allowed in the summer.
- bird house on a pole.
- small gazing ball w/stand
- landscaping stones
- small metal/concrete sculpture (approximately 30" or less)
- shepherd's hook with item
- small seasonal flag

**Landscape Lights** - Six (6) small lights may be placed in the front shrubbery area. Lights cannot be placed in tree rings or utility boxes areas. If you have other lighted objects in your front garden area, such as a gazing ball light, that will count as one of your small lights as well as one of your 6 garden objects.

**Potted plants** - A total of six (6) live (not artificial) potted plants are allowed and may be placed on:

- front steps
- at the head of the driveway
- in hanging planters (maximum of 4) suspended from the porch above the railing
- in window boxes or decorative containers (the type not permanently attached to the railing)
- hanging from a shepherd's hook in the front shrubbery area
- front shrubbery beds

Plants should not impede mowing.

**Front Porch hangings** - A total of 4 items may be hung from the porch. Those items can include live (not artificial) potted plants and/or decorations, such as Hummingbird feeders, mobiles or art objects. Wind chimes are not allowed due to potential sound levels that could disturb neighbors.

**Garden Edging** – If used, should be rectangular brick style. Notification to board in advance is needed.

**Seasonal Decorations** –Are limited to four (4) items and must be contained within the front allowed shrubbery area or on the front porch.

- Fall decorations can be displayed from September through November
- Winter Holiday Decorations may be put up on the weekend before Thanksgiving. They should not be illuminated until Thanksgiving day. These decorations should be removed by the end of January.
- No more than 4 items can be illuminated
- Blinking Lights, Inflatables, Icicle Lights, and/or other lights/decorations suspended from the roof line, are not allowed.
- Seasonal wreaths can be hung on garage lights in addition to being placed on the front door.

**Unit owners shall have full responsibility for any damage to the decorations they choose to use.** The Association and its agents are not responsible for any damage done by contractors hired by the Board. No decoration or ornament should interfere with lawn maintenance activities, the sprinkler system, or snow removal operations.

**Nothing can be mechanically/permanently attached to your unit** other than a flag pole and the four hooks for hanging plants or decorations above the porch railing. Therefore, welcome signs, thermometers, or other objects cannot be mechanically/permanently attached to your unit.

**Smart doorbells** may be installed in place of existing doorbell.

## **PLANTINGS**

### **Definitions related to shrubbery areas**

**Unit Owner Maintained:** Front shrubbery areas where unit owners have taken responsibility to maintain their own plantings.

**Front Shrubby beds:** area defined in length by the front porch and the area adjacent to the porch that extends under the front bedroom windows.

**Foundation Beds:** The area adjacent to the units along the foundation, including front, back and sides of units.

**Utility boxes:** Enclosures for common services (power, cable, etc).

Unit Owners who maintain their front garden area may plant annuals and perennials in the foundation beds described above. Signs indicating the area as owner maintained will be placed in the front; contractors will be notified.

Plantings in any beds should be from the management approved list (available by a link on HPMG website) Plants should not grow to a height taller than the bottom of any adjacent window. Plants should not block any window, including cellar windows. Plants should be trimmed to allow space between the unit and the planting. Overgrowth is a maintenance issue, insect issue and safety issue. Plants must be well maintained, trimmed, watered, etc. The beds should also be weeded. Annuals are to be removed in the fall; perennials must be trimmed/cut back as appropriate for the plant type.

**If guidelines are not adhered to and the association has to “redo” an owner garden, costs incurred will be billed to the owner.**

**Mulch** will be added by the association to the owner-maintained areas when it is applied to the rest of the property.

**Shrub and planting maintenance** - With the exception of units on the Owner Maintained List, shrubs will be maintained by the association's contractor. Trimming will be based on each shrub species and impact on association property.

**Utility box area** will be maintained by the Association unless the responsibility is assigned to a unit owner by the Board of Trustees. No decorative items should be in the utility box areas as they can impede work needed on utility services.

**Note regarding Association responsibility** - The Association and its agents are not responsible for damage to owner supplied plants if damage occurs during normal landscaping practices.

**Enforcement** - Enforcement of the rules will be achieved with a three-strike policy. The property manager will first notify a unit owner by phone or letter if decorations do not comply. If the owner chooses not to comply with the rules, a written notice will be issued and, if necessary, a third notice will be made in writing imposing a fine of \$20 per day for each day the violation exists.

Decoration rules developed by committee March 2009

Revised by committee July 6, 2009

Clarified April 2010

Restated/amended June 2011, June 2012, May 2013, April 2014, May 2015, December 2015 (Winter Holiday Decorations change), April 2017, April 2018, June 2019, February 2021, April 2025, August, 2025.

## **APPENDIX B**

### **SOLAR ARRAY POLICY DOCUMENT of Harvest Valley Condominium January 2019**

#### **Background:**

Massachusetts law, noted below, prohibits condominium trustees from “unreasonably restricting “the installation or use of solar panels. This is similar to the Federal law that prohibits unreasonable restrictions on the installations of satellite television dishes.

MA General Laws, Chapter 184. Section 23C. Any provision in an instrument relative to the ownership or use of real property which purports to forbid or unreasonably restrict the installation or use of a solar energy system as defined in section one A of chapter forty A or the building of structures that facilitate the collection of solar energy shall be void.

#### **Impact on Harvest Valley:**

Installation of Solar Power must, therefore, be granted. Both of the above referenced laws effectively override Rule 8 of the condominium Rules and Regulations which states:

Under no circumstances shall any air conditioning apparatus, television or radio antennas, clothes line, clothes rack, or any other such device or other items (except those initially installed by the Declarant) be installed on the exterior of any unit, or on the common areas and facilities, or be permitted to be hung out of a unit.

In addition to complying with state and federal laws, the Board of Trustees has authority to grant exceptions to Rules and Regulations. Language stating this, noted below, appears in the second paragraph of Rules and Regulations Exhibit A (and elsewhere in that document).

If you seek an exception to any Rule or Regulation, you must come to the Trustees and request our prior consent. In other words, the Rules and Regulations are to be followed unless a unit owner has the prior consent of the Trustees.

Also, Rule 1. No Obstruction of Common Areas and Facilities: No one shall unreasonably obstruct any part of the common areas and facilities without prior consent of the Trustees.

Based on the above, requests for solar power installations at Harvest Valley Condominiums will be granted by the Board of Trustees, if certain conditions are met and the following steps are followed:

**Step 1:** Submit to the property manager a preliminary design drawing, with a picture of the selected solar panels, along with the name of the solar installer for preliminary approval to proceed.

**Step 2:** Once preliminary approval is granted by the Board of Trustees, unit owners must submit a Solar Request Form stating that the unit owner is aware of all the conditions set forth in Rule #20 and has agreed to abide by them. There will be a filing fee of **\$155** to cover the costs of processing. The Solar Request Form must be submitted with the following documentation:

**1. Design:** Solar panels for all new installations must, within reason, visually match existing installations at HVC. Acceptable panels are to be black, without excessive silver framing elements. A

site plan showing the arrangement of the panels on the roof must be included with the application as well as the panel specifications.

**2. Installer Credentials:** The installer must be an experienced and reputable solar power company with all of the appropriate bonding insurance and industry standard warranties (see below). A copy of the contract is to be submitted with the application.

**3. Permits:** All necessary government permits shall be obtained prior to any work done. Copies to be submitted with the application.

**4. Installer Warranties:** Below are listed typical warranties that are common in the industry. List all applicable warranties and submit them with the application. **HVC will require the warranty for the roof.**

1. System warranty - minimum 10 years
2. Roof - same as system or for the performance life of the roof, whichever is longer.
3. Production warranty - electrical output guaranteed for length of system warranty.

**5. Proof of Insurance:** Because the solar panels are the **exclusive personal property of the unit owner**, proof of insurance for the full value of the installation shall be provided. Repair of unforeseen damage to the panels from extreme weather or other causes is solely the responsibility of the unit owner. (See Rule 4 below). Should any costs from such damage be incurred by the Association they will be billed to the unit owner.

**6. Damage to Condominium Property by Solar Installations:** Any damage to condominium property shall be the responsibility of the unit owner (or the installer). See Rule 9 below:

Rule 9. Damage. Any damage to any building, equipment, or common areas and facilities caused by a unit owner, or such unit owner's family, visitor, or pet shall be repaired at the expense of the unit owner.

**7. Grant and Indemnification Document:** Upon approval of a solar installation, the unit owner must execute the attached Solar Panel and Equipment Agreement.

**Note that all of the above conditions will transfer with ownership of the unit unless the panels are removed at the seller's or buyer's expense and will include any repair costs to the roof or other common area facilities.**

*Rule 4. No Liability for Personal Property of Unit Owners. All personal property of the unit owners, or any other occupant of a unit, whether in the units, or in the common areas and facilities, or in the unit driveways, or elsewhere on the Condominium property, shall be kept therein at the sole risk and responsibility of the respective unit owner or occupant, and the Trustees shall have no responsibility therefore.*

Request to install solar panels will be considered for approval once all of the required documents are submitted along with the signed application document stating that the unit owner is aware of all the above conditions and has agreed to abide by them. There will be a filing fee of **\$155**.

**SOLAR INSTALLATION REQUEST FORM**

In accordance with the Declaration of Trust and By-Laws of Harvest Valley Condominiums, dated April 8, 2005, and recorded at the Hampshire County Registry of Deeds in Book 8221 Page 45, as may be amended, I request permission to install a Solar Array on the common roof of my unit. I understand that ownership of the complete Solar System will transfer with any change in ownership (Deed) of the condominium unit as stated in Rule #20. I further acknowledge and agree to pay an application fee of \$125 to cover costs associated with processing this request.

**TO:** Board of Trustees  
c/o Jon McGee  
Hampshire Property Management Group  
PO Box 686  
Northampton, MA 01061  
(413) 582-9970

**PROPERTY OWNER(s):** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**UNIT #:** \_\_\_\_\_

**SOLAR CONTRACTOR:** \_\_\_\_\_

**LICENSE#:** \_\_\_\_\_

**PROOF OF INSURANCE SUBMITTED: YES OR NO**

**SOLAR AGREEMENT SUBMITTED: YES OR NO**

**PANEL MANUFACTURER:** \_\_\_\_\_

**PANEL MODEL #:** \_\_\_\_\_

**NUMBER OF PANELS:** \_\_\_\_\_

**IS THE SYSTEM OWNED OR LEASED:** \_\_\_\_\_

**NUMBER OF KW GENERATED FROM SYSTEM:** \_\_\_\_\_

**DESCRIPTION of WORK** – please submit as much detail (brochures, pictures, written materials) as possible with this request. You must also submit a drawing of the proposed solar array as it will be installed on the roof.

\_\_\_\_\_  
**Signature of Unit Owner**

\_\_\_\_\_  
**Date**

January 21, 2015

To: Harvest Valley Unit Owners  
From: Board of Trustees

Re: Ramp or lift installation

In response to questions raised at the December 9, 2014 Open Meeting, we have further researched the Association's responsibility for payment of ramp installation at Harvest Valley.

The legal opinion we received in 2014 has been confirmed by the Massachusetts Commission Against Discrimination (MCAD) in Boston. Discussion with the Stavros Center for Independent Living, Inc. in Amherst was also consistent with that opinion. Stavros advocates for the civil rights of people with disabilities.

**Therefore, as noted in the December 3, 2014 letter to unit owners:**

- If a ramp is required to accommodate 5 steps or less into the condo, the Association is responsible for the cost of the ramp and can determine the design.
- If the ramp is for 6 steps or greater, the Association is not financially responsible as that has been determined to pose an undue financial burden.

**Discussion points**, also noted in December 3, 2014 communication:

*External ramps* are subject to weather conditions. Harvest Valley would be responsible for ramp maintenance including snow removal requiring additional work, time and ice removal products. For the user, in addition to weather concerns, ramp use often requires assistance from another person impacting their use by people living alone.

External ramp costs are based on material and design features. Estimates received range from a very basic model at \$3,800 to a more involved version at \$5,300. A design we found to be appropriate would cost \$4,500. Harvest Valley would be responsible for the cost to remove an external ramp when no longer needed. Reuse of ramps would be considered although not always feasible due to the specific need of each location.

Although renting may be an option, the ongoing nature of the need and rental costs make this a less cost-effective approach.

*Garage modifications* provide access without concern of the impact of weather conditions on the user or the Association. Garage lifts cost in the range of \$4,400 - \$6,000. Owners would be responsible for maintenance.

## **Conclusion:**

Board members agree that installation of a garage modification is preferable for both the community and the user. Since Harvest Valley is responsible for installing an external ramp, the Board voted unanimously to subsidize the cost of a garage modification to encourage Owners to take this approach.

Therefore, Owners who meet the qualifications of the law and install a lift (or other modification in compliance with code) in their garage would receive up to \$4,500 from the Association toward the installation cost. When we reimburse the Unit Owner for a modification, we consider that unit eligible toward the 10% federal maximum modification for the property (as many as 7 units at Harvest Valley).

The Owner would need to sign a release acknowledging receipt of the money and indicating their choice of the inside solution rather than an external ramp. The release will include a "payback clause" covering a ten year depreciation period. If the Owner removes a lift for which he/she received subsidy after 5 years, the Owner must reimburse HV 50% of the money received. If the Owner removes the lift in year 10, the payback amount would be 10% of the reimbursed amount. This is because removing the accommodation means that we could be required to adapt another unit at our expense in the future.

Documentation from a medical professional would be required as proof of the need for such accommodation.

**Amended August, 2025: the maximum reimbursement has been increased to \$5,000.**

Be it so resolved that under the Declaration of Trust recorded with the Hampshire County Registry of Deeds recorded on April 12, 2005 at Book 8221, Page 80, and as amended, that the Rules and Regulations of Harvest Valley Condominiums are replaced in their entirety with the recording of this document.

Executed this 5<sup>th</sup> day of September, 2025.

By:

Cathy Marion  
Cathy Marion, President

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this 9 day of September 2025 before me, the undersigned notary public, personally appeared Cathy Marion

proved to me through satisfactory evidence of identification, which is personal knowledge, to be the person whose name is signed on the preceding or attached document in my presence and who acknowledged to me that they have signed voluntarily for its stated purpose.

Kacey Lucchetti

Notary Public

My Commission expires:

