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Hampshire County Registry of Deeds
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Northampton, MA 01060
413-584-3637
www.Masslandrecords.com

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES
OF THE PINES EDGE CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is made this 11 day of May, 2026, by the Board of Trustees of the Pines Edge Condominium Trust.

WHEREAS, the Pines Edge Condominium (the "Condominium") was established by a Master Deed and Declaration of Trust recorded with the Hampshire County Registry of Deeds at Book 3661 Page 250, and Book 3661, Page 290, respectively, as amended;

WHEREAS, the Declaration of Trust authorizes the Board to adopt, amend and rescind rules and regulations governing the details of the operation and use of the common areas and facilities and such restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities; and

WHEREAS, the Board of Trustees has voted to update the Condominium rules as set forth below.

NOW THEREFORE, the Board of Trustees of the Pines Edge Condominium Trust, acting pursuant to the authorities contained in the Declaration of Trust, and every other power, does hereby amend the Rules and Regulations of the Pines Edge Condominium, as previously amended, as follows:

The Rules and Regulations of the Pines Edge Condominium are hereby amended and replaced in their entirety by the document attached hereto as Exhibit A.

[Signatures Appear on the Following Page]

EXECUTED

Under seal this 11 day of May 2026

Trustees of the Pines Edge Condominium Trust:

Kathryn G. Messier
Kathryn Messier – Trustee
as aforesaid and not individually

Amy Gilburg
Amy Gilburg – Trustee
as aforesaid and not individually

Kimberly Gerould
Kimberly Gerould – Trustee
as aforesaid and not individually

Patricia O'Reilly
Patricia O'Reilly – Trustee
as aforesaid and not individually

Patricia Maynard
Patricia Maynard – Trustee
as aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

May 11 2026

On the 11 day of May, 2026, before me, the undersigned notary public, personally appeared [Kathryn Messier, Amy Gilburg, Kimberly Gould], Trustees of Pines Edge Condominium Trust and acknowledged the foregoing to be their free act and deed, as Trustees, and proved to me through satisfactory evidence of identification, which is personal knowledge, to be the person(s) whose name(s) are signed on the preceding or attached document in my presence.

[Signature]
Notary Public

My Commission expires:

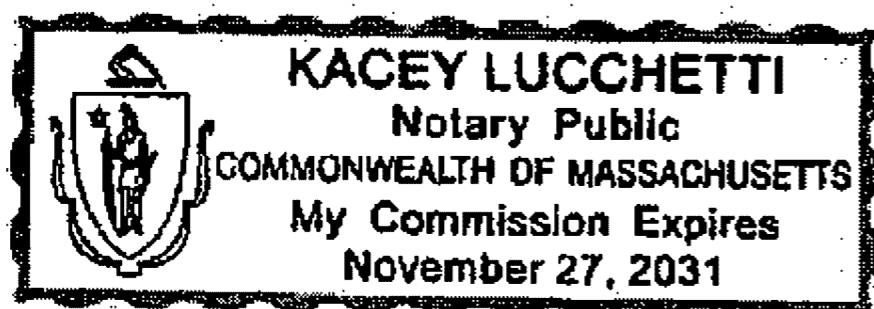


EXHIBIT "A"

**PINES EDGE CONDOMINIUM
(Attach to Declaration of Trust)
Condominium Trust**

Rules and Regulations

The following Rules and Regulations are designed for the benefit of the community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living.

A. DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

1. "Residents" means and includes all Unit owners, assigns, and all persons residing in a Unit as their domicile or legal residence. Residents will be held responsible for the acts of guests visiting their Unit.
2. "Condominium Documents" denotes the collections of written policies and procedures, including but not limited to Master Deed, Declaration of Trust, By-Laws, any and all amendments to above, Policies & Resolutions of the Board, and these Rules and Regulations, issued to the residents of the community.
3. "Unit" denotes all interior footage within the walls, floors, and ceiling of each individual townhouse, and all related fixtures and equipment which may be the responsibility of that unit. (see Section 4, Master Deed)
4. "Common Areas" is defined as the entire premises with the exception of the Units as described in #3 and any other property which is expressly excluded from the Common Areas and Facilities. (see Section 5, Master Deed, bylaws, and any related resolutions of the board).

B. RULES AND REGULATIONS

1. Permanent Use of Common Areas

The grounds of the common areas are for the use and enjoyment of all residents of the Condominium. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the common areas without prior Trustee approval, including but not limited to any form of playground apparatus. (see Section 4, Master Deed)

The specific procedure for obtaining Trustee approval for more than temporary use of the common areas is set forth separately in the (see Section 5, Master Deed, and Description of Common Areas).

2. Effect on Insurance

No resident shall use his or her unit in such a fashion as the result in the cancellation of insurance or an increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gun powder, explosives, creosote, and all other materials considered combustible and/or hazardous by the Fire Department or other government agency. (This rule exempts propane tanks for outside grills provided the propane is stored outside and e-bike lithium batteries stored inside per manufacturers guidance.)

Residents are reminded to adhere to the requirements of Section 5.12.11 ("Notification to Trustees of Improvements") of the Declaration of Trust relating to Notice of Owner's Improvement concerning improvements which exceed a total value of Ten Thousand Dollars (\$10,000.00).

3. Exterior Decorations. Lights, Fixtures and Signs:

The architectural and structural integrity of the building and the exterior of the units shall be preserved without modification. Without limiting the generality of the foregoing, residents shall not place or replace or change any decoration, light, fixture, or sign on the exterior of their Unit, including exterior doors, patios and privacy barriers. This rule restricts any drilling of holes and the use of nails to hang exterior fixtures into anything other than a wooden surface. Objects set to hang must not exceed a total of 10 pounds. Any fixtures or structures already attached to the building as of the recording date of this document are considered grandfathered at the sole discretion of the board.

However, the Trustees approve the seasonal use of exterior decorations on a temporary basis, at the discretion of the Trustees.

This rule does not prohibit residents from installing peep holes, door knockers, doorbells, or deadbolt locks or locks of a similar nature or design. Residents are encouraged to bring specific security concerns to the attention of the Trustees.

Residents may not display "For Sale" signs or advertisements of any kind in the windows of their Unit.

Exterior alterations: The replacement, improvement or alteration of any exterior feature (windows, doors, skylights, patio, etc) requires prior approval of the Board. In approving changes, the Board will consider uniformity of appearance, maintenance implications and other factors. All requests for alterations must be made in writing to the board. A full detailed description including specification, materials, timeline and contractor information is needed to expedite the request. The exterior alteration agreement is attached hereto.

Residents are referred to Section 5.2 (maintenance and Repair of Units) of the Declaration of Trust.

4. Patios, Storage Sheds and Walkways:

Patios shall be kept in an orderly fashion at all times. Residents shall not use patios for the storage of personal property (except grills, seasonal furniture, bicycles, and rubbish containers) or in any other way which in the opinion of the Trustees detracts from the appearance or hinders the safety of the Condominium.

Storage Sheds: Any articles stored in the shed are stored at the owner's risk. Owners are responsible for all hardware on the door of the shed. The shed is considered a common area, but the owner is designated to have sole use of the storage shed.

Grills may be used only in patio areas and fires should be controlled and monitored at all times. Excessive smoke which annoys neighbors is prohibited.

All walks and entries must remain clear at all times of objects. This includes but is not limited to rubbish containers, bicycles, toys and strollers.

Given the close proximity of bears, bird feeders will only be permitted from December 1 - March 1. No birdseed may be stored outside or in sheds. If the feeder attracts bears, it must be removed immediately and owners alerted. Tossing other food for birds on the ground is prohibited.

5. Laundry:

No resident shall hang rugs, drapes and the like from any unit or any appurtenance of a unit. No resident shall hang or construct a permanent clothesline. (See #3 above)

6. Mulch Bed Planting, Back Patio Area Planting, and Potted Flowers:

The association maintains common areas and is responsible for maintaining foundation shrubs and beds around each unit. Any unit owner wishing to remove, plant or maintain bushes must receive written permission from the Board.

Residents may plant flowers in mulch beds situated in front of their Units. This rule is subject to the following conditions:

- A. Only flowers may be planted in the front as well as in the area adjacent to the patio and shed;
- B. No flowers are to be planted outside the mulch beds. Size and shape of mulch bed cannot be altered;

C. No trees or shrubs are allowed.

All flowers planted shall be removed at the end of the growing season, or earlier, if the flowers have died. Maintenance of the flowers is the responsibility of the resident. Residents also may plant flowers in containers for use on steps and patios subject to the same rules applicable to mulch bed planting.

The Trustees reserve the exclusive right to determine whether a particular planting, including a container planting, is of good taste and keeping with the character of the Condominium. Written notice shall be given to the unit owner in regards to unsatisfactory plantings. If the unit owner does not comply, the Trustees will authorize the management company to remove the unsatisfactory plantings at the expense of the owner.

Flowers may be planted adjacent to patio and shed areas, as well as beyond the mowed grass area. This rule is subject to the following condition:

- A. A planting bed cannot go three feet beyond the patio or shed area.

7. Dogs and Cats

Unit owners may keep no more than two (2) such animals in their unit. These two animals may consist of:

- One (1) dog and one (1) cat; OR two (2) cats only.

All pet owners are subject to the following:

- A. Unit Owners may not keep a pet which the Board of Trustees, in their sole discretion, determines interferes with the rights of other Unit owners.
- B. All pets must be registered with the management office within (30) days of unit occupancy or pet acquisition. Proof of compliance with local and state laws regarding vaccination is required and copies sent to management.
- C. All dogs must be licensed by the City of Northampton.
- D. The Board of Trustees requires that all dogs be walked on hand-held leashes. All dogs must be on a leash at all times while on common property. Pets may not be confined to common areas or patios by chains, anchors, ropes or the like.
- E. Pets are not allowed to defecate or urinate on the Condominium shrubs and shrub beds. All waste products are to be immediately picked up and disposed of properly.
- F. Any owner who witnesses a violation of the aforementioned rules must send a written notification (complaint) to the management office detailing the offense. The complaint should be specific and must be signed by the Owner filing the complaint.
- G. Upon receipt of a signed complaint, the management office representative will immediately send a written notice of the violation to the pet owner. Pet

owners are entitled to review all written notices regarding their pet. The name of the complainant will not be disclosed.

- H. Owners shall prevent their pets from becoming nuisances to other Unit Owners.
- I. Any pet owner who violates the aforementioned rules/regulations is subject to specific actions based upon the following criteria:

Specific Action

- 1st offense written warning
- 2nd offense \$50.00 assessment
- 3rd offense \$100.00 assessment and subject to pet removal

All assessments are payable to Pines Edge Condominium Trust.

All offenses are cumulative over a twelve-month period only.

- J. Unit Owners are responsible for any damage caused by their pet(s). Charges to restore or replace the damaged property, including labor and materials, will be the responsibility of the pet owner.
- K. Condominium Owners are responsible for damage caused by guest's animals.

8. Noise Activity:

No Owners shall make or permit any disturbing noise by him/her selves or his/her family, employees, agents, visitors and licensees and pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts, or convenience of the other residents. The volume of televisions, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy residents of neighboring units.

9. Abuse of Common Areas and Physical Plant:

The Trustees may charge any resident for any damage to the common areas, mechanical, electrical or other building service system of the Condominium caused by such resident's misuse of the systems. This rule applies to any damage caused by any resident's agent, employee or guest.

10. Heat:

Units shall be heated at all times to maintain a minimum temperature of 55 degrees to avoid frozen pipes, plumbing, and the like.

11. Parking Spaces:

The following restrictions and regulations shall apply to the use and occupancy of parking spaces of the Condominium:

- A. The parking spaces may be used only for parking of:

- a. Noncommercial vehicles, motorcycles, standard size vans (no signage), trucks and automobiles. All such vehicles must be fully registered in accordance with applicable statutes and regulations.
- b. No boats, trailers (whether capable of independent operation or attached to automobiles or other vehicles), unregistered vehicles, and the like may be parked. Only one (1) vehicle is allowed in each parking space and "piggyback" parking is strictly prohibited.
- B. Each Unit is allowed the use of two parking spaces. The parking lot plans allow for space for two (2) vehicles per Unit on a regular basis.
- C. No vehicles shall be parked so as to block access to any roadway or parking area. Parking is limited at Pines Edge. Owners must take care to ensure that their guests are not infringing upon the rights of other Owner's parking by directing guests to designated Visitor parking (V)
- D. Owners needing regular use of additional parking spaces must submit a written request to the Board of Trustees for review.
- E. No vehicle is permitted to park in designated fire lanes or restricted parking lanes.
- F. In instances where vehicles using the parking areas and facilities of the Condominium do not comply with the foregoing provisions, or in the case of unregistered or uninspected vehicles, the Trustees are authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles.

12.Trash/Recycling Removal:

Trash/recycling pick-up is once per week. All trash and refuse must be in a CONTAINED bag. If put out the night before pick-up, all bagged trash must be placed in the Owner's lidded trash barrel. If placed out the morning of pick-up, residents may put out the bagged trash without a barrel. Barrels should be placed out in front of the Unit the night before. Bagged trash on the day of trash pick-up only.

Recycling must be contained or secured against wind and animals. Please refer to recycling information to see what is recyclable or call the management company office for details. Barrels should not stay out in front of the Unit for more than a 24-hour period. Barrels must be stored on the back patio or in storage sheds. No other portion of the property, or Common Areas, shall be used or maintained as a storage area or dumping ground for rubbish or recycling. In all cases, Unit Owners in violation thereof will be responsible for the cost of clean-up, if any. In addition, the following shall apply:

- 1st offense written warning
- 2nd offense \$50.00 assessment
- 3rd offense \$100.00 assessment

13. Recreational Vehicles:

Riding or parking of any pedal-powered or motorized vehicle, including automobiles, on the lawn, walkways and mulch bed areas of the Condominium is strictly prohibited.

14. Rentals/Offsite Unit Owners:

No use will be made of any unit except as a residence. Unit owners shall not rent their unit without a Lease. The Lease shall be in writing for a period of at least six months and contain an attachment or provision acknowledging that each "lessee has received a copy of condo rules and regulations and agrees to abide by them." No portion of a unit may be rented other than the entire unit. No more than 20% of the units may be rented at any time on a first-come first-serve basis.

Prior to renting any unit an application to rent must be presented to the Board of Trustees. The Trustees or their designee are authorized to review and approve or reject application within 7 working days upon receipt. There will be a \$100 fine assessed against any unit owner not complying with this rule. Unit owners are required to file a complete copy of the current lease with the Property Management indicating name of the Lessee(s), duration of Lease, vehicle registrations and acceptance of rules and regulations. If the owner has a roommate, the owner must provide registration and make of the renter's vehicle to property management.

15. Collection of Overdue Common Area Fees:

All monthly assessments for common expenses, as set forth in the Declaration of Trust and By-Laws shall be paid on the first day of each and every consecutive month. If any such monthly assessment shall not be paid within thirty (30) days of its due date, the Unit Owner shall pay in addition to the said monthly assessment a late charge of twenty-five dollars (\$25.00) for each month until payment thereof, plus interest at the rate of two (2) percent per month upon each such monthly assessment and late charge.

16. Violation:

Violation of any Rule or Regulation, or the breach of any provision of the Declaration of Trust, By-Laws, or Master Deed shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing and not in substitution thereof the Trustees shall have the power to levy assessments against Unit owners or residents for such violations. Collection of assessments may be enforced against the unit owner or residents involved as if the assessment were common area charges owed by the particular unit owner or unit owners. In the case of persistent violations by a unit owner or resident, the Trustees

shall have the power to require such unit owner or resident to post a reasonable bond to secure adherence to said Rule and Regulation, Declaration of Trust, By-Laws, or Master Deed.

Where not otherwise stated, any violation of any rule or regulation will result in the following:

First offense:	written warning
Second offense:	\$50 fine
Third offense:	\$100 fine and all subsequent times assessed to the unit owner

17. Attorney's Fees and Costs:

Any unit owner or resident who violated the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws, or Master Deed (as the same may be amended from time to time) or is responsible for any such violation shall pay all costs and expenses incurred by the Trust, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws, and Master Deed

18. Resident's Right to Hearing:

Any resident aggrieved by any assessment or penalty imposed by the Trustees shall have the right to a hearing before the Board of Trustees, provided however, that said resident requests a hearing in writing within ten (10) days of the Trustee act or action which forms the basis of the resident's grievance. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session, unless the resident requests in writing that the hearing be open to all residents.

19. Amendments of Rules and Regulations:

Any consent of approval given by the Trustees under these may be added to, amended, or repealed at any time by the Trustees. These may be amended from time to time as provided in the Declaration of Trust.

Rules and Regulations of Pines Edge Condominium Trust

So resolved and adopted.