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**POMEROY PLACE CONDOMINIUM TRUST**

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**DECLARATION OF TRUST**

This Declaration of Trust made this 11<sup>th</sup> day of January, 2020, by POMBRIDGE MANOR LLC, a Massachusetts limited liability company with a principal place of business at 106 Industrial Drive, Northampton, Massachusetts, (hereinafter called the "Declarant").

**WITNESSETH:**

**ARTICLE I  
Name of Trust**

The Trust hereby created shall be known as "**POMEROY PLACE Condominium Trust**", and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustee be conducted and shall all instruments in writing by the Trustee be executed.

**ARTICLE II  
The Trust and Its Purpose**

**Section 1.** All of the rights and powers in and with respect to the common areas and facilities (hereinafter called the "Common Elements") of POMEROY PLACE Condominium (hereinafter called the "Condominium"), established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws (hereinafter called "Chapter 183A") conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in the Master Deed, as provided in Article IV, Section 1, hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

**Section 2.** It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

**ARTICLE III**  
**The Trustees**

**Section 1.** There shall be a Board of Trustees hereunder consisting initially of one (1) individual chosen by the Declarant (the "Initial Board") to serve for a term which shall expire upon the earliest to occur of the following events: (a) promptly following the conveyance of one hundred percent (100%) of the units created in both phases of the Condominium; and (b) five (5) years following the recording of this Master Deed ("Transition Event"). Notwithstanding any other term or provision herein to the contrary: (a) the Unit Owners shall have no power or right to remove the Initial Board member appointed by the Declarant; and (b) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed for replacement of the trustee appointed by the Declarant.

The Initial Board so chosen is the Trustee named herein:

Todd A. Marchefka, 106 Industrial Drive, Northampton, Massachusetts

Upon the occurrence of the Transition Event, there shall be at a meeting duly called for the purpose, in accordance with the By-Laws, of election by and from among the Unit Owners of three (3) successor Trustees, all of whom shall be selected by vote of the Unit Owners.

**Section 2.** After the term of the Initial Board, there shall at all subsequent times be a Board of Trustees hereunder consisting of not less than three (3) nor more than five (5) natural persons, but in any event an odd number, as shall be determined by vote of Unit Owners entitled to no less than fifty-one percent (51%) of the beneficial interest hereunder.

**Section 3.** After the expiration of the term of the Initial Board, if and when the number of Trustees shall become less than three (3), a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by written instrument setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder or (ii) if the Unit Owner(s) entitled to such percentage have not made such an appointment within thirty (30) days after the occurrence of such vacancy, by the remaining Trustees and acknowledged by one of the signatories; and (b) the acceptance of such appointment, signed and acknowledged in proper form for recording by the Hampshire County Registry of Deeds of a certificate of such appointment, signed and accepted as aforesaid, and such person shall then be and become such Trustee and shall be vested with the title to the Trustee property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act or transfer or conveyance. If, for any reason, any such vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to the other Unit Owners and all Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. Such appointment shall become effective upon the recording with the Hampshire County Registry of Deeds of a certificate or order of such appointment. Notwithstanding anything to the contrary in this Section 3, despite any vacancy in the office of Trustee, however caused and for

whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following Section 4, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

**Section 4.** In all matters relating to the administration of the Trust hereunder and exercise of the powers hereby conferred, the Trustees shall act by majority vote, provided that in no case shall a majority consist of less than two (2). The Trustees may so act without a meeting by instrument signed by all Trustees.

**Section 5.** Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee (except a Trustee chosen by the Declarant) may be removed from office, with or without cause, by an instrument in writing signed by Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest, such instrument to take effect upon the recording thereof with said Registry of Deeds.

**Section 6.** No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of their duties hereunder, provided, however, that Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest hereunder may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give a bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

**Section 7.** No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of their personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than they actually receive, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance and default.

**Section 8.** No Trustee shall be disqualified by their office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of their interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good

faith and shall disclose to the other Trustees the nature of their interest before the dealing, contract, or arrangement is entered into.

It is understood and permissible for the Initial Board hereunder and any other Trustees designated by the Initial Board or who are employed by or affiliated or associated with the Declarant, to contract with the Declarant and any corporation, firm, trust or other organization controlled by or affiliated or associated with the Declarant without fear of being charged with self-dealing.

**Section 9.** The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for their share of the common expenses of the Condominium and for their proportionate share of any claims involving the trust property in excess thereof.

**Section 10.** The Trustees shall elect from their number, at the annual meeting of the Trustees, a Chairman, Treasurer, and Secretary, who shall have such duties as are determined by the Trustees.

**Section 11.** The compensation of the Trustees shall be determined at each annual meeting of Unit Owners, except for the Initial Board of Trustees chosen by the Declarant who agree to serve without compensation.

#### **ARTICLE IV**

##### **Beneficiaries and the Beneficial Interest in the Trust**

**Section 1.** The beneficiaries shall be the Unit Owners of the Condominium, for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Exhibit B of the Master Deed, incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument.

**Section 2.** The beneficial interest of each Unit of the condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall:

(a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and,

(b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such

notice and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Board of Trustees may, by majority vote, designate any one of such owners for such purposes.

**Section 3.** A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the names of two or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from any one of said persons.

## **ARTICLE V By-Laws**

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

### **Section 1. Powers and Duties of Trustees.**

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements").

(h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.

(i) Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions hereof.

(j) Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust.

(k) Enforcing obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the Condominium. In the event of a violation of any provision of the Master Deed, the Condominium Trust, By-Laws or Rules or Regulations the Trustees of POMEROY PLACE Condominium Trust shall have the authority to levy reasonable fines for said violations and to issue periodically a schedule of charges for such fines, and the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules.

(l) Purchase or lease a Unit for use by a resident manager.

(m) Grant or relocate easements or licenses.

(n) Enter into management contracts for the management of the Common Elements.

(o) The Board of Trustees shall have the power to authorize individual Unit Owners, at their own cost and expense and at their own risk, to make alterations to said Units which are part of the Common Elements; provided that such work does not structurally weaken the Buildings or interfere with pipes, wires, ducts, or conduits located with said walls or roof.

(p) Borrow loans and assign as collateral to secure loans to the Condominium Association all income due or to become due to the Association, including the right to receive common expense assessments from Unit Owners within the Condominium and together with all rights to income and profits thereof, whether now existing or hereafter arising, and including the Association's interest in and to any bank accounts, certificates of deposit and other investments or the proceeds or products thereof and specifically, common assessments and/or special assessments due or to become due from Unit Owners within the Condominium, all reserve funds, the statutory rights of the Association to impose a lien on each unit pursuant to M.G.L. ch. 183A, Section 6(c), and to foreclose such lien in the event of default, and the rights granted to Assignor pursuant to Ch. 183A, Section 13.

(q) The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room

or Unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for maintenance and repair purposes and for the purpose of performing work, provided that said maintenance or repair shall be limited to hazardous conditions or conditions that would violate health, fire or safety codes or that jeopardize the health, safety or welfare of other Unit owners.

(r) Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, accountants, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation; provided, however, no Trustee shall be held personally liable for the acts or default of any such person.

## **Section 2. Common Expenses, Profits and Funds.**

A. Each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to their respective percentage of undivided interest in the Common Elements as set forth in Exhibit B of the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, but in no event less than ten percent (10%) of the annual projected expenses, set aside common funds of the Condominium as reserve or contingent funds and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Section 3, for repair, rebuilding or restoration of the trust property, or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

B. In addition to the foregoing (and not in substitution thereof), **to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital funds shall be collected from the unit purchaser at the time the sale of the unit is closed.** During the term of the Initial Board (or while a majority of the Trustees are the Declarant or nominees or designees of the Declarant), the working capital fund that is the subject of this Subsection cannot be used to defray the expenses, reserve contributions, or construction costs that are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits.

C. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth

of their share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at a rate equal to twelve percent (12%) per annum, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A.

D. The Board of Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

E. The Trustees, for so long as the Condominium is subject to real estate taxes as a whole, shall maintain a fund sufficient in their judgment to provide a reserve to pay such real estate taxes when such are due and payable. Such reserve shall be maintained in a separate and segregated account to be known as the Tax Escrow Account and shall be utilized solely for the payment of said taxes.

Said Tax Escrow Account shall be funded by the payment, at the time of sale of each Unit during such period as the Condominium is taxed as a whole, of an amount equal to the then known tax bill multiplied by the number of months expired in the then taxing period plus one (1) and further multiplied by such Unit's Beneficial Interest. Thereafter, the Unit Owner shall make monthly payments on the first of each month equal to the Unit's proportionate share of said tax bill so that said account equals the known tax bill one (1) month prior to its due date. The Trustees may make additional assessments or refund payments at such time as the actual bill to be paid is determined. Payments for unsold Units shall be made by the Declarant one (1) month prior to the date such tax payment is due. To the extent that any Unit Owner is required to make monthly payments on account of real estate taxes to a bank or institutional lender holding a first mortgage on such Unit, such Unit Owner shall be excused from making payments to the said Tax Escrow Account; provided, however that the Unit Owner thereof shall use their best efforts and cooperate with the Trustees in obtaining the consent of such mortgagee to payments to this Account in lieu of payments to such mortgagee.

At such time as the taxing authority assesses the Units and their respective undivided interest in the Common Elements separately, the funds held in said Tax Escrow Account shall be refunded to the Unit Owners in proportion to their then held payments thereto and the Tax Escrow Account shall be closed.

Any late charge or penalty assessed by the taxing authority shall be paid, proportionately, by the Unit Owner, or Owners, so causing such.



**Section 3. Insurance.**

A. The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the insured, and with loss proceeds payable to, the Trustees hereunder, as Insurance Trustees for all of the Unit Owners and their respective mortgagees, as their interests may appear, such insurance to cover the Units, all other portions of the buildings, and all other insurable improvements forming part of the Common Elements; but not including:

(a) the furniture, furnishings or other personal property of the Unit Owners, whether within the Units, or elsewhere; or

(b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Declarant, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall, unless the same is not obtainable, be maintained in an amount equal to not less than the replacement value (exclusive of foundations), as determined by the Trustees, of the insured property, and shall insure against:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and

(ii) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, and boiler and machinery explosion or damage.

B. All policies of casualty or physical damage insurance shall, unless the same is not obtainable, provide:

(a) that such policies may not be cancelled, terminated or substantially modified without written notice to the insured as required by Massachusetts law;

(b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of the Trust or these By-Laws;

(c) for waiver of subrogation as to any claims against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests;

(d) for waivers of any defense based upon the conduct of any insured; and

(e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance for which may be purchased separately by Unit Owners.

C. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 4 of this Article V. With respect to losses which affect portions or elements covered by such insurance of more than one Unit to a different extent, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment, in a fair and equitable manner.

D. The Trustees shall also so obtain and maintain, unless the same is not obtainable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Trustees and all of the Unit Owners, for:

- (a) comprehensive public liability;
- (b) workmen's compensation and employees' liability with respect to any manager, agent, or employee of the Trust;
- (c) such other risks as the Trustees in their discretion deem it appropriate to insure.

All such insurance shall be in such amounts and form as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution. Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within their own Unit, but shall be the responsibility of each Unit Owner to maintain public liability insurance therefor. The Trustees may elect to include the managing agent of the Condominium as a party insured under policies of insurance described in this Paragraph D.

E. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a common expense.

#### **Section 4. Rebuilding and Restoration; Improvements.**

A. In the event of any casualty loss to the trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten per cent (10%) of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten per cent (10%) of such value, the Trustees shall proceed, without notice to the Unit Owners, with the necessary repairs, rebuilding, or restoration. If said casualty loss exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, and:

- (a) If seventy-five per cent (75%) in interest of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell

if an appropriate agreement to rebuild is fined. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

(b) If seventy-five per cent (75%) in interest of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Hampshire County, on such notice to the Trust as the Court shall direct, for an order directing the purchase of their Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

B. If fifty per cent (50%) or more, but less than seventy-five per cent (75%) in interest of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvements shall be borne solely by the Unit Owners so agreeing.

Seventy-five per cent (75%) or more in interest of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense; but if such improvement shall cost in excess of ten per cent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of Hampshire County, on such notice to the Trust as the Court shall direct, for an order directing the purchase of their Unit by the Trust as fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

#### **Section 5. Rules and Regulations.**

The Board of Trustees has adopted the Rules and Regulations set forth in Schedule A annexed hereto and made a part of this Trust, governing the details of the operation and use of the Common Elements, and containing such restrictions on and requirements respecting the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements.

By vote of a majority in number of the Board of Trustees, the Board of Trustees may at any time and from time to time amend, modify and rescind the Rules and Regulations.

#### **Section 6. Meetings.**

A. The Board of Trustees shall meet annually on the date of (and immediately following)

the annual meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer, and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least four (4) days before such meeting to each member of the Board of Trustees. One-half (1/2) of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Commencing with the calendar year 2020, there shall be an annual meeting of the Unit Owners on the first Thursday of November in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by The Board of Trustees or by the Unit Owners upon the written request of Unit Owners entitled to more than thirty-three per cent (33%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty per cent (50%) of the beneficial interest hereunder.

**Section 7.** Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at their residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at their address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

**Section 8.** Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in such summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of one (1)

month of the date of receipt by him, shall be deemed to have assented thereto.

**Section 9.** Checks, Notes, Drafts, and Other Instruments.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees.

**Section 10.** Seal.

The seal of the Trustees shall be circular in form, bearing the inscription: "POMEROY PLACE Condominium Trust", but such seal may be altered by the Trustees, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

**Section 11.** Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

**Section 12.** Maintenance of Units.

The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units, including without limitation the exterior doors and windows. If a majority of the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit is in such need of maintenance, painting or repair that the market value of an adjacent Unit or Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishing, facility or equipment thereof is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, painting or repair, or otherwise to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonably shorter period in case of emergency, as the Trustees shall determine) of such request and brought to diligent completion, the Trustees shall be entitled to have access to the Unit and to have the work performed for the account of such Unit Owner whose Unit is in need of work, and the cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefor, provided that the lien thus created shall be subordinate to first mortgages of record.

**ARTICLE VI**  
**Rights and Obligations of Third Parties Dealing With the**  
**Trustees; Limitation of Liability**

**Section 1.** No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in the Hampshire County Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be

conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit, shall be required to see to the application thereof. No purchaser, mortgagee, lender, or other person dealing with the Trustees or with any real or personal property which then is or formerly was the trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

**Section 2.** No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of Section 9 of Article III hereof or under the provisions of said Chapter 183A.

**Section 3.** Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

**Section 4.** This Declaration of Trust and any amendments thereto and any certificate herein required to be recorded, and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record, shall be recorded with said Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries,

as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

## **ARTICLE VII Amendments and Termination**

**Section 1.** The Trustees, with the consent in writing of Unit Owners entitled to more than seventy five per cent (75%) of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Declarant prior to the date Second Transition Event; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of all of the Unit Owners, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by the Trustees setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

**Section 2.** The Trust shall terminate only upon the removal of the Condominium from Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

**Section 3.** Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest, as shown in Exhibit

B of the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

## **ARTICLE VIII Sale of Units**

**Section 1.** No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to their Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Elements; (ii) the exclusive use of a Unit Owner of the carport, if any, of their Unit; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designee, on behalf of all Unit Owners, or the Proceeds of the sale or lease thereof, if any; (iv) the exclusive use of decks, porches, bulkheads and air conditioner pads as provided in the Master Deed; and (v) the interest of such Unit Owner in any other assets of the Trust.

**Section 2.** Financing of Purchase of Units by Trustees. With the prior approval of a unanimous interest of the Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in Proportion to their beneficial interest, as a common charge; or the Trustees in their discretion may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests so to be acquired by the Trustees.

**Section 3.** Waiver of Right of Partition. In the event that a Unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units as are acquired by the Trustees.

**Section 4.** Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell, or lease their Unit unless and until they shall have paid in full to the Trustees all unpaid common charges theretofore assessed by the Trustees against their Unit and until they shall have satisfied all unpaid liens against such Unit.



**ARTICLE IX**  
**Disputes**

Any Unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium may, within thirty (30) days of the decision or action of the Trust, request in writing a hearing. At any such hearing, the following procedure shall be observed: All hearings shall be conducted by at least a majority of the Trustees. The Trustees shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Trustees to ensure prompt and orderly resolution of the issues. The affected person shall have the right to question the Trustees and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach by the affected person of any provision of the Master Deed, this Condominium Trust, the Bylaws or the Rules and Regulations attached hereto, or any Unit deed, the affected person shall be informed with specificity of the exact nature of the violation and of the provision that they have allegedly violated, and the affected person shall have the right to the extent practicable to question any witness to such alleged violation. The Trustees need not comply with the strict legal rules of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions. Nothing herein shall be deemed to limit the right of the Trustees, the affected person, or any affected Unit Owners or occupants to bring legal action with respect to the subject matter of any hearing or any decision of the Trustees. The decisions rendered by the Trustees after such hearing shall be final.

**ARTICLE X**  
**Improvements to Units**

Except for purely cosmetic changes to the interior of a Unit, no unit Owner shall make any addition, alterations or improvement in or to their Unit or to any portion of the Common Areas to which they have an exclusive use, which may affect the appearance, structure or mechanical systems of the Condominium without the prior written consent thereto of the Trustees (including without limitation all load bearing walls). The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within thirty (30) days after receipt of the request, and failure to do so within this time period shall constitute consent of the Trustees.

As to any request for approval pursuant to this Section the Trustees may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans to be attached to said request, and such architect's or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determine that the plans are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustees may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions including restrictions in the manner of performing such work and requirements.

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors, and shall be completed in a good and workmanlike manner. Each Unit Owner and their contractors shall cooperate with the Trustees and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium. The cost of any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner.

## **Article XI** **Miscellaneous**

Section 1. Notices to Mortgagees. The Trustees will, upon written request of a mortgagee of any Unit, notify in writing said mortgagee of any default in the performance by the Unit Owner of any obligations under the Condominium documents which is not cured within sixty (60) days.

Upon written request to the Trustees as agents of the Trust, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable.

B. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible insurer or guarantor, which remains uncured for a period of sixty (60) days.

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as provided in this Trust.

Section 2. Votes of Mortgagees. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have at least seventy-five (75%) percent of the Beneficial Interest of Units subject to eligible holder mortgages.

Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must require the approval of eligible holders holding mortgages on Unit estates which have at least seventy-five (75%) percent of the Beneficial Interest of Units subject to eligible holder mortgages.

No reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the Beneficial Interest of such remaining Units subject to eligible holder mortgages.

Unless holders of mortgages on Units which have at least seventy-five (75%) percent of the Beneficial Interest of Units subject to holders' mortgages, and owners of at least seventy-five (75%) percent of the Beneficial Interest in the Condominium Units have given their prior written approval, the Trust shall not be entitled to:

- A. By act or omission, to abandon or terminate the Condominium;
- B. Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award; or (2) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
- C. Partition or subdivide any Condominium Unit, EXCEPT that Unit Owners may subdivide their Units provided that (1) such subdivision conforms with the Zoning Ordinance of the City of Northampton and other applicable laws, (2) that the Condominium Master Deed and Declaration of Trust are appropriately amended, (3) that the sum of the Beneficial Interests of the Units so created shall not exceed the Beneficial Interest of the original Unit so divided, and (4) that the expenses of obtaining zoning approvals and of amending the Condominium Master Deed, Declaration of Trust and all other documents, if any, shall be paid by the subdividing Unit Owner or Owners;
- D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.
- E. Use hazard insurance proceeds for losses to any Condominium property (whether or Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium.

A mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within sixty (60) days shall be deemed to have approved such request.

Section 3. Priority of Liens. All taxes, assessments, and charges which may become liens prior to a first mortgage on any Unit under local law shall relate only to the individual Condominium Units and not to the assessments or other charges, fees, fines or interest, which shall be subordinate

to the lien of a first mortgagee of any Unit.

No provision of this Declaration of Trust, Master Deed or Unit Deed or amendment thereto shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium Unit, pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 4. Severability. The invalidity of any provision of this Declaration of Trust shall not be deemed to impair or affect the validity of the remainder of the Trust and in such event, all of the other provisions of the Trust shall continue in full force and effect as if such invalid provisions had never been included herein.

Section 5. In the event of any conflict in the terms of the Master Deed and this Declaration of Trust, the terms of the Master Deed shall govern and control.

## **Article XII Construction and Interpretation**

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trusts and corporations; unless a contrary intention is to be inferred from or required by the subject matter or context. The captions of Articles and Sections are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF**, the said Declarant has hereunto executed this Declaration of Trust on the day and year first above written.

Pombridge Manor LLC

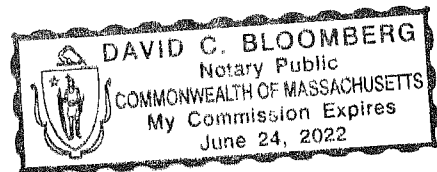
By:   
Todd A. Marchefka, Member

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE COUNTY: SS

On this 11<sup>th</sup> day of January, 2020, before me, the undersigned notary public, personally appeared Todd A. Marchefka, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Pombridge Manor LLC, and as his free act and deed and the free act and deed of Pombridge Manor LLC.

  
Notary Public –David C. Bloomberg  
My Commission Expires: June 24, 2022



## SCHEDULE A

Incorporated into and made a part of the POMEROY PLACE CONDOMINIUM TRUST.

### Rules and Regulations

POMEROY PLACE CONDOMINIUM, the ("CONDOMINIUM") in Northampton, Massachusetts, has been created with the objective of providing congenial, enjoyable and respectful residential living. In order to accomplish this objective, the Trustees, responsible for the administration, operation and maintenance of the CONDOMINIUM pursuant to the By-Laws of the Condominium Association, have adopted the RULES AND REGULATIONS set forth below. The Trustees may adopt policies relating to the use and governance of the Condominium from time to time.

Defined terms used in the MASTER DEED of the CONDOMINIUM and the CONDOMINIUM TRUST are used herein with the same meanings as used in said documents.

(1) No Obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of, common areas and facilities, nor shall anything be stored in the Common Elements except in storage areas which may be designated by the Board of Trustees from time to time, without prior written approval of the Board of Trustees. In the event such approval is granted, storage shall be at the sole risk of the person storing the materials.

(2) Effect on Insurance. Insurance for all Common Elements shall be secured by the Association. No Unit Owner shall use their Unit in such fashion as to result in the cancellation of insurance maintained by the TRUSTEE(s) on the CONDOMINIUM or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the TRUSTEE(s), providing for the payment of such increased insurance costs by the Unit Owner concerned. Each Unit Owner shall obtain homeowner's insurance insuring against liability and property damage to the Unit.

(3) Trustee Consent. Any consent or approval given under these Rules by the Board of Trustees shall be revocable at any time.

(4) Pets. No more than two (2) pets (all of which must be housecats or dogs) may be kept in a Unit unless prohibited by the TRUSTEE(s) as hereinafter described. The owner of a pet assumes full liability for all damage to all persons or property, and to the CONDOMINIUM TRUST, caused by such pet. In no event shall dogs be permitted in any part of the CONDOMINIUM common areas unless under leash. All dogs must be licensed by the proper authorities, and the owner is responsible for getting pet dogs properly and fully inoculated. The Unit Owner shall indemnify the CONDOMINIUM TRUST and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet in a Unit or other portions of the CONDOMINIUM. Upon written complaint of any Unit Owner to the TRUSTEE(s) that a pet kept in any Unit or within the CONDOMINIUM is a nuisance, the TRUSTEE(s) may prohibit the presence of said pet within the CONDOMINIUM. No such action of the TRUSTEE(s) shall be taken without a meeting, at least three days' written notice thereof to the Unit Owner responsible for said pet, and the opportunity at the TRUSTEES' meeting for the Unit Owner responsible for the pet to be heard. No pet can weigh greater than 35 pounds.

(5) Smoking. Smoking is prohibited within individual units and in any inside or outside common areas.

(6) Alcohol and Drugs. No alcohol or illegal drugs are allowed in the common areas.

(7) Firearms. Firearms are not allowed in the POMEROY PLACE Condominium.

(8) Bike Storage. No bike storage is allowed on any decks in the condominium, and all bikes shall be stored either within the owner's unit, the owner's basement storage area, or at the bike racks in the common areas

(9) Rental of Homes. Units shall be primarily owner-occupied and no rental thereof shall be short-term. A policy on rental will be developed which may cover, in part, procedures, length of rentals, frequency, work obligations, financial arrangements, and other relevant issues.

(10) Use of Units. Each Unit shall comply with restrictions on use as set forth in the Master Deed. The residential character of the community must be maintained when an owner operates a business from their home that brings customers or clients into the community. Owners with a home business must comply with all applicable local, state and federal laws and regulations, including but not limited to the Zoning Regulations of the City of Northampton.

(11) Parking. Parking is permitted only in designated parking lots. Parking spaces are not assigned to particular units.

(12) Audio Visual Sound Restrictions. The volume of television sets, radios, audio or visual equipment, computers, musical instruments and the like shall be turned down between 10:00 P.M. and 7:00 A.M. the next morning and shall, at all times, be kept at a sound level which will not disturb or annoy the occupants of neighboring Units.

(13) Laundry. No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes or the like out of a Unit or from a deck.

(14) Signs. Unit Owners may not display "For Sale" or "For Rent" signs in windows of their Unit, nor may the Owners of Units place window displays or advertising in windows of such Units.

(15) Abuse of Mechanical Systems. The TRUSTEE(s) may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the CONDOMINIUM caused by such Unit Owner by misuse of those systems.

(16) No Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or 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 make or permit any disturbing noises by himself, his family,

servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(17) Storage. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements. All of the furnishings, items of personal property, effects and other items of Unit Owner or persons claiming by, through or under said Owner may be kept and stored in the Units or designated basement storage facilities at the sole risk and hazard of said Owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leaking or bursting of water pipes, steam pipes or other pipes, by theft or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged to or be borne by the CONDOMINIUM TRUST, except that the CONDOMINIUM TRUST shall in no event be exonerated or held harmless from liability caused by its negligence.

(18) Repair and Condition. Each Unit Owner shall keep his Unit and the deck appurtenant thereto, if applicable, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

(19) Equipment Compliance. All radio, television, computers or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner along shall be liable for any damage or injury caused by any radio, television, computers or other electrical equipment in such Unit.

(20) Flammable Materials, etc. No Unit Owner or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Elements or the Buildings any gasoline, kerosene or other flammable, combustible or explosive fluid, material, chemical or substance, except such lighting, cleaning and other fluids, materials, chemicals and substances as are customarily incidental to residential use.

(21) Exterior Decorations/Alterations. Unit Owners may not display any exterior decorations on the outside of their units, including without limitation, seasonal decorations, flags, window boxes, planters, banners, etc., and Unit Owners may not attach or install satellite dishes or screen doors to the exterior of any Unit.

(22) Amendments hereto may be made by POMEROY PLACE CONDOMINIUM TRUST in accordance with the provisions of M.G.L. Chapter 183A, as amended.