

WINDSOR ESTATES CONDOMINIUM
RULES AND REGULATIONS

- 1 No part of the Condominium shall be used for any purposes except those set forth in the Master Deed of even date and recorded herewith.
- 2 There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Trustees of the Trust (hereinafter collectively the "**Trustees**"), except as expressly provided herein or in the Trust. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any area or facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Trust and Master Deed.
- 3 Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the buildings of the Condominium (the "Buildings"), or contents thereof, applicable for those uses permissible under the provisions of the Trust and Master Deed, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas and Facilities which will result in the cancellation of insurance on the buildings or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.
- 4 No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Buildings or Units, and no sign, with the exception of those signs expressly permitted under the Trust, awning, canopy, shutter, satellite dishes, or radio or television antenna (except for the master antenna system, if any) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior written consent of the Trustees.
- 5 No animals, reptiles or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the Common Areas and Facilities, except that:
 - (a) Unit Owners may keep in their Units domestic dogs, cats or other household pets, weighing less than fifty (50 lbs) pounds (hereinafter collectively, "household pets") after securing written permission from the Trustees, which permission will not be unreasonably withheld.
 - (b) the Trustees shall not consent to more than two (2) domestic pets being kept in any one (1) Unit.
 - (c) The Trustees may insist upon any Unit Owner not keeping a pet which the Trustees in their sole judgment, determine interferes with the rights of other Unit Owners. Household pets permitted pursuant to (a) above shall be subject to the following Rules and Regulations:
 - (i) Such pets may not be kept, bred or maintained for any commercial purposes;

- (ii) All household pets shall at all times wear identification tags as required by the Town of Lynnfield;
 - (iii) Except as permitted in clause (4) below, household pets shall not be permitted on any grass or garden plot, or in any other portion of the Common Areas and Facilities unless carried;
 - (iv) Unit Owners with household pets shall be permitted to walk such pets on a leash only in areas specified by the Trustees, if any, for such purpose;
 - (v) All wastes generated by such household pets in or on any portion of the Common Areas and Facilities or in any Unit shall be immediately removed and properly disposed of through the use of a "pooper-scooper" or other similar means by the Owner of such household pet;
 - (vi) Each Unit Owner keeping or allowing such a pet which violates any of said Rules and Regulations or causes any damage to or requires the clean-up of any Unit or the Common Areas and Facilities, is offensive or causes or creates any nuisance or unreasonable disturbance or noise shall be:
 - (1) assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
 - (2) required by the Trustees to permanently remove such pet from the Condominium upon three (3) days written notice from the Trustees.
 - (vii) Upon the receipt of written notification of any Unit Owner as to the violation (the "**Pet Violation Notification**") of the provisions of this Section (collectively the "Household Pet Provisions"), or upon the Trustees' own initiative, the Trustees shall, with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the specific nature of such violation, including, time, date and location, and the Trustee's authority to levy fines for violating the Household Pet Provisions (the "**Household Pet Violation Letter**"). Upon receipt of a second Household Pet Violation Notification with respect to any Unit Owner who has previously been sent a Household Pet Violation Letter by the Trustees, the Trustees shall impose a fine of \$50.00 for each day (or part thereof) such violation continues, or, in their sole discretion, may arrange for repair and clean-up at the violating Unit Owner's expense. Unpaid repair and clean-up charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator of the Household Pet Provisions pursuant to the provisions of Section 6 of Chapter 183A.
6. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:

- (a) May be or become an annoyance or nuisance to the other Unit Owners or occupants,
- (b) Will interfere with the rights, comforts or conveniences of other Unit Owners,
- (c) May or does cause damage to any other Unit or to the Common Areas and Facilities, or
- (d) Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities.

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

- 7. Total volume of television sets, radios, phonographs, and musical instruments shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering the neighbors.
- 8. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of the windows or sliding doors of, or on the deck or terrace adjacent to any Unit or exposed on or in any part of the Common Areas and Facilities, and no clothes lines shall be erected or maintained on or over any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.
- 9. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except with the prior written approval of the Trustees.
- 10. No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written approval of the Trustees.
- 11. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
- 12. No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any Unit without the prior written approval of the Trustees.
- 13. Any maintenance, repair or replacement of Common Areas and Facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust shall be done only by contractors or workmen approved in writing by the Trustees prior to the start of any such work.
- 14. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or

- explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
15. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Trustee, agent or employee of the Trustees, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such Trustee, agent, employee and the Trustees shall not be liable for injury, loss or damage resulting therefrom or connected therewith.
 16. The Trustees, or their designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to its right of access to the Unit.
 17. All personal property of the Unit Owners in the Unit, or the Common Areas and Facilities, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, or Trustee if there be only one, nor their respective successors or assigns, shall bear any responsibility therefore.
 18. No boats, boat trailers, other trailers, mobile homes, vans, motorcycles, trucks or commercial vehicles shall be permitted at the Condominium without the prior written consent of the Trustees; subject, however, to the requirement that any such vehicles shall be parked in the specific Parking Areas designated by the Declarant until the Operating Event or thereafter by the Trustees. No vehicle which cannot operate on its own power shall be permitted on the Condominium property. Storage of any kind is not permitted in the Parking Areas or any other Common Area. Each Unit Owner shall be responsible for any damage caused by their vehicle, and shall pay for the costs of any clean-up or repairs.
 19. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
 20. All personal property of the Unit Owners, or any other occupant of a Unit, in the Units, storage areas, if any, designated by the Trustees, parking spaces, and elsewhere in the Condominium, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or occupant, and the Trustees shall not bear any responsibility therefore.
 21. Upon the receipt of written notification of any Unit Owner as to the violation of any of these Rules and Regulations, or upon the Trustees' own initiative, the Trustees shall with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the text of the Rule or Regulation having been violated, together with a description of the date, time, place and nature of such violation, and the Trustees' authority to levy fines for violating the provisions of the By-Laws. Upon receipt of a second violation notification with respect to any Unit Owner who has previously been sent a violation letter by the Trustees, the Trustees shall impose a fine of \$50.00 for each day (or part thereof) such violation continues, or the Trustees, in their sole discretion, may arrange to remedy the violation at the violating Unit Owner's expense. All such fines, including

those levied under Section 5 hereunder, shall be cumulative. Remedial charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator pursuant to the provisions of Massachusetts General Laws, Chapter 183A, Section 6, and shall bear interest at the rate of one and one-half (1-1/2%) percent per month.

22. Unit Owners may not rent any unit for transient purposes or display "For Sale" signs in windows of their unit nor may the Owners of Units place displays or advertising in windows or on decks or terraces of such units.
23. Unit Owners may plant annuals/perennials and shrubbery with the prior written consent of the Trustees in certain Exclusive Use Areas as designated by the Trustees.
24. Any consent, permission or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees in accordance with the provisions of the Declaration of Trust, if applicable, and otherwise in their absolute discretion.
25. These Rules and Regulations may be amended from time to time as provided in the Trust.