

SCHEDULE A

RULES AND REGULATIONS

1. No part of the Condominium shall be used for any purpose other than housing or as permitted by the zoning bylaws of the Town of Charlton.
2. There shall be no obstruction of the Common Elements nor shall anything be stored on the porches or balconies without the prior consent of the Board of Trustees, except as herein or in the Trust expressly provided. Use of a barbaque is not permitted on porches or balconies. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Trust.
3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Board of Trustees. No Unit Owners shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
4.
 - a) Unit Owners shall not cause or permit anything to be hung or displayed outside of windows or placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna 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 consent of the Board of Trustees.
 - b) Unit Owners will not be allowed to put their names in any entry, passageway, vestibule, hall, door, or stairway of the Buildings, except on or near the mailboxes provided for the use of the Unit occupied by the Unit Owners, respectively.
 - c) Unit Owners will be allowed to keep customary household pets within the Condominium provided that such pets do not become an annoyance or nuisance and provided that all dogs are kept on a leash when outside the Unit.
5. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, 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, lessees, and licensees, nor do nor permit anything by such persons that will interfere with the

- rights, comfort or convenience of other Unit Owners. No Unit Owner shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be vocal or instrumental instruction at any time. Tone volume of television sets, radios, phonographs, and musical instruments shall be turned down after 11:00 p.m. and shall at all times be kept at a sound level to avoid bothering neighbors.
6. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Buildings or which would structurally change the Buildings, except as provided in #10 hereof.
 7. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials. However, in the rear of the Units clothes may be hung on retractable clothes lines.
 8. Except in Exclusive Common Areas, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs.
 9. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein, nor shall any Unit be used or rented for transient, hotel or motel purposes.
 10. No construction, alteration, remodeling, nor any change of use in any of the Common Elements shall be made by any Unit Owner without written application to the Board of Trustees and the written approval of the Trustees. Such request shall specify the nature and scope of the work in sufficient detail so as to permit the Trustees to determine the impact, if any, of such work on the Building, the use of the Building, or the legal rights and obligations of the parties affected thereby. Except for balconies and porches, the exclusive use by any Unit Owner of any portion of any Common Element is specifically prohibited without the express written consent of the Board of Trustees. Nothing herein shall restrict or limit the absolute discretion of the Trustees in respect of any construction, alteration, remodeling or change of use of any portion of any Common Element.
 11. Unit Owners with balconies and porches have exclusive licenses for the use of same and have the obligation to maintain same.
 12. Each Unit Owner shall keep his Unit in a good state of presentation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the door or windows thereof, any dirt or other substance. The water closets and other water apparatus shall not be used for any purpose other

- than that for which they are constructed, and no sweepings, rubbish, rags, paper, ashes or other substances shall be thrown therein. Any damage to plumbing systems of the Buildings resulting from such misuse shall be paid for by the Unit Owner who caused it.
13. 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. Unit Owners may install window air conditioner units.
 14. 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 shall have a right of entry into any Unit to perform emergency repairs or other work necessary for the maintenance of the Condominium and 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 and for the purpose of taking such measures as may be necessary to control or exterminate vermin, insects or other pests.
 15. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Trustees.
 16. No garbage cans or rubbish barrels shall be placed in any common or exclusive common areas, nor shall anything be hung from the windows or placed upon the window sills; nor shall any rugs or mops be shaken or hung from or on any of the windows or doors. Unit Owners must place all rubbish neatly into dumpsters.
 17. 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.
 18. 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, license, lessee, or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
 19. The Board of Trustees, or its 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 Board of Trustees. In case such

- consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key pursuant to its right of access to the Unit.
20. The use of the Units, the Exclusive Common and Common Parking Areas and the parking spaces by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.
 21. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees and lessees.
 22.
 - a) No construction, alteration, or remodeling work which affects the structure of any Building may be done by any Unit Owner in his or her Unit, except for emergency repairs, without at least twenty (20) days' prior written notice to the Trustees. Such notice shall specify the nature and scope of the work on the Building. Unit Owners shall have the right to finish the interior of the ground level or make changes with the Unit subject to #23 hereof.
 - b) The Trustees shall approve construction, alteration, or remodeling which affects only the Unit, and does not affect the Common Elements, excepting always that the Trustees may impose such conditions as they in their sole discretion and unlimited discretion consider necessary or desirable in the interest of the comfort and convenience of any one or more Unit Owners who may be affected thereby.
 23. In implementation of the right of the Trustees to approve or disapprove, as the case may be, any request for approval of construction, alteration, remodeling or use of Units or Common Elements, the Trustees shall have the right, at the expense of any Unit Owner making application to the Trustees for approval as aforesaid, to consult with an architect or contractor of their sole choice to obtain information, advice or suggestions; and during any such alterations, construction, alterations, or remodeling, the manager and/or superintendent shall have access to the Unit for the purpose of reviewing compliance with any conditions imposed by the Trustees. All applications for approval of construction, alterations, or remodeling affecting Units or the Common Elements shall contain a time schedule of the proposed work so as to permit the Trustees to give to other Unit Owners who may be inconvenienced by the proposed work, at least two (2) weeks' notice prior to the meeting at which the Trustees shall consider and act upon the application or request of any Unit Owner.
 24. The Trustees may issue from time to time additional rules and regulations pertaining to specific Common Elements. The Trustees also may issue from time

to time additional rules and regulations pertaining to parking, porches and balconies.

25. No unregistered vehicles shall be allowed in driveways for more than 7 days after which Trustees may have them removed at the owners's expense.
26. No washing of cars or trucks is permitted. Vehicles such as RVs, trailers, ATVs, boats, or large trucks that cannot be cleaned at a commercial car wash may be washed by unit owners after they have received written permission from the board of directors. First time offenders will receive a written warning. Subsequent offences will be fined at \$50 per violation.
27. The driveway of each unit shall be limited to parking of automobiles, vans and trucks not exceeding $\frac{3}{4}$ tons. Any commercial vehicle or recreational vehicle will be permitted or parked only in areas designated by the Trustees.
28. Any lease or rental agreement for a unit must be in writing and subject to the condo documents.
29. These rules and regulations may be amended from time to time as provided in the Trust.
30. All drapes or other window coverings in the units must be uniform, except with the prior written consent of the Trustees.

Rules and Regulations

1. 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 dogs, cats or other household pets (hereinafter collectively, "household pets") after securing written permission from the Trustees, which permission will not be unreasonably withheld.
 - b) 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.
 - c) Household pets permitted pursuant to (a) above shall be subjected to the following Rules and Regulations:
 - 1) Such pets may not be kept, bred or maintained for any commercial purposes;
 - 2) All household pets shall at all times wear identification tags as required by the Town of Charlton;
 - 3) There shall be no more than one (1) dog in any Unit;
 - 4) Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Trustees, if any, for such purpose;
 - 5) 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;
 - 6) 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:
 - i) Assessed by the Trustee for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
 - ii) Required by the Trustees to permanently remove such pet from the Condominium upon three (3) days written notice from the Trustees.
 - 7) 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 \$25.00 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 these Rules and Regulations pursuant to the provisions of Section 6 of Chapter 183A.