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NORFOLK COUNTY REGISTRY OF DEEDS DEDHAM, MA

RECEIVED AND RECORDED

STONEHOLM CONDOMINIUM TRUST

RULES AND REGULATIONS OF

The undersigned, constituting at least a majority of the Trustees of the Stoneholm Condominium Trust under Declaration of Trust dated June 28, 1974 and recorded with said Deeds in Book 8720, Page 489, pursuant to the powers set forth in Article IV. Subsection 4.1.4 thereof, hereby adopt the Rules and Regulations attached hereto. Said Rules and Regulations shall be binding upon and enforceable against all Unit Owners of the Stoneholm Condominium, as well as their tenants, guests and invitees. Each Unit Owner shall be responsible for the payment of any fines assessed for violations by such Unit Owner and his tenants, guests or invitees, and the amount thereof, together with all costs of collection, shall constitute a lien on his or her Unit until paid in full.

Any prior Rules and Regulations shall be superceded by the Rules and Regulations attached hereto.

Executed under seal this 12th day of A MAJORITY OF THE TRUSTEES OF STONEHOLM CONDOMINIUM TRUST COMMONWEALTH OF MASSACHUSETTS NORFOLK, ss Then personally appeared the above-named Maggie Trichon David Lazowski and Noushin Ashrafi,, Trustee (s) as aforesaid, and acknowledged the foregoing instrument to be his here free act and deed before me Notary Public My commission expires: MALL LUNDGREN MANAGEMENT GROUP INC. 121 CAPTAIN'S ROW CHELSEA, MA 02150

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The following rules and regulations correspond to the Stoneholm Condominium Trust, Declaration of Trust dated February 29, 1986 recorded with the Norfolk Registry of Deeds in Book 11246, Page 449.

Stoneholm Condominium Trust RULES & REGULATIONS

- No part of the Property shall be used for any purpose except housing unless specifically permitted by the By-Laws and Rules and Regulations of The Stoneholm Condominium Trust or the provisions of the Master Deed of the condominium.
- There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Trustees or its agent. 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 Stoneholm Condominium Trust.
- 3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the Buildings, or contents thereof, applicable for residential use, 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 Elements which will result in the cancellation of insurance of any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be left in the Common Elements.
- 4. Other than Board approved plantings, no Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building 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 written consent of the Trustees or its agent.
- 5. The following shall apply as rules for the keeping of pets in The Stoneholm Trust Units:
 - Permission to keep pets is granted solely at the discretion of the Trustees of Stoneholm Condomlnium Trust and any privilege given by the Trustees to have such a pet may be revoked by the Trustees at anytime with reasonable cause.
 - All pets must be registered on a yearly basis (with updated vaccination records) with the Management Company no later than January 15th of each year. It will be the sole responsibility of the <u>Unit Owner</u> (regardless of whether or not the pet owner is a tenant) to petition the Management Company for such application.
 - Any permitted pet shall not be allowed upon the common elements unless restrained by a leash, transport box or cage and in no event upon the land portion of the condominium premises save for transit there across. Pet owners are responsible to pick up and properly dispose of any excrement left by the pet.
 - All pets must be kept in strict compliance with all applicable City, State and Federal rules, regulations, codes, zoning regulations, ordinances or other local requirements.
 - Any resident keeping such a pet who violates any of the provisions herein or permits damage to or soiling of any of the common elements or permits nuisance, unreasonable disturbance or noise shall (i) be assessed by the Trustees for the cost of the repair of such damage, cleaning or removal of such nuisance, including reasonable attorney's fees, (ii) be levied such fine as the Trustees may reasonably determine; and (iii) be required to permanently remove such pet from the Condominium upon five (5) days written notice from the Trustees. Any damage or destruction caused by the pet shall be repaired by the Trustees at the expense of the Unit Owner, but the pet owner shall be responsible for removing any feces from the Common Elements. ** All fines are the responsibility of the Unit Owner regardless of whether or not the pet owner is a tenant.

- The Trustees have at any time the right to revoke the privilege of any resident's right to keep a pet within the Trust for violations of any of the above rules.
- Any resident who keeps or maintains a pet shall be deemed to have indemnified and agreed to hold harmless the Condominium Trust from any loss claim liability of any kind or character arising by reason of keeping or maintaining such pet within the Condominium.
- 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, tenants, visitors and permitted occupants and guests, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his Unit if the same shall disturb or annoy occupants of any Building.
- Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would substantially change any of the Buildings, except as outlined in Section "M" of the Master Deed - Creation of Duplex Units.
- 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. All window treatments that are visible from the exterior of the building must be of a material and design that is consistent with this specific use. Specifically, blankets and sheets may not be used as window coverings. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- There shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, barbecues, hibachis, other portable cooking utensils or any other personal items, on any part of the Common Elements not specifically designated by Trustee's. Storage by Unit Owners in any areas designated by the Trustees, or its agent, shall be at the Unit Owner's risk. Nothing shall be left in any common area hallway or placed on any unit door.
- 10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, except as permitted in the Master Deed, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes.
- 11. Each unit owner shall keep his Unit 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, any dirt or other substance. No rugs or mops may be shaken or hung from or on any of the windows or doors. Each Unit Owner is responsible for the care and replacement of his Unit's windowpanes, storm windows and screens. However, Unit Owner must install windows and screens that are in accordance with Trustee specifications.
- 12. 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.
- 13. The agents of the Trustees or the managing agent, and any contractor or workman authorized by the Trustees or any managing agent, may enter any room or Unit in the Building at any reasonable hour of the day after reasonable notification (except that in case of emergency, no prior notification shall be required) for the purposes of inspecting or repaining such Unit for health, safety or emergency reasons. Cost of such work, if caused by the negligence of the unit owner, shall be charged to the unit owner and if unpaid, will be collected as an unpaid common expense.
- 14. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the Trustees.

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- 15. No rubbish containers, junk or trash shall be placed in any Common Elements except in trash receptacles approved by the Trustees or its agent. All trash, rubbish, garbage and junk must be placed in sealed plastic bags inside of the dumpster. No household trash should be put in laundry room barrels or left in common areas.
- 16. Bicycles shall be parked in the Units or in designated bicycle racks, if provided by the Trustees, or its agent. All bicycles parked at any bicycle racks shall be left at the owner's risk
- 18. There shall be no parking of motor vehicles in the Fire Lane behind the building. Access to the building may not be obstructed. Vehicles in violation will be towed at vehicle owner's expense, without warning.
- 19. No Unit Owner or occupant or any of his agents, servants, employees, licensees, tenants 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 cleaning fluids as are customary for residential use.
- 20. The Trustees, or its agent, may retain a passkey to each Unit. In case an additional or substitute lock or alarm system is installed in the Unit, the Unit Owner shall provide the Trustees, or its agent, with an additional key, pursuant to its right of access to the Unit. If any key(s) are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee or agent of the Trustees, whether for a Unit, alarm system, storage biri, automobile, truck or other item of personal property, the acceptance of the key(s) shall be at the sole risk of such Unit Owner or occupant, and the Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
- 21. Each Unit Owner is required to report his/her, home phone number, work phone number, and work address with the Trustees, or its agent. If a Unit Owner is to be absent from his Unit for more than thirty (30) consecutive days, he shall leave an address and phone number where he may be reached with the Trustees or its agents. Investor-owners must make themselves available for emergency situations or provide to the Trustees or it's agents, the name and telephone number of someone else to contact.
- 22. Unit Owners may rent their units, for not less than a two (2) month period, upon the conditions that the rental of the Unit is recorded with the Trustees, or its agent, an address and phone number where the Unit Owner may be reached is left with the Trustees or its agent, and the Trustees are provided with a written acknowledgment signed by the prospective tenant indicating that he is aware of the By-Laws and Rules and Regulations of The Stoneholm Condominium Trust and the provisions of the Master Deed of the Condominium and agree to abide by them. All Unit Owners are personally responsible for the behavior of their tenants.
- 23. Unit Owners wishing to install water beds must obtain the prior written approval of the Trustees or its agent, which approval may only be granted upon the presentation of proof of adequate and appropriate insurance coverage. Any loss related to the installation, use or maintenance of a permitted waterbed is the sole responsibility of the Unit Owner.
- 24. Unit Owners, their families or guests may not use barbecues, grills, hibachis or other portable cooking utensils in their unit or in the Common Elements, with the exception of the roof decks. At no time may any portable cooking utensil be operated by a Unit Owner, his family or agents so as to impair the health, safety or enjoyment of other Unit Owners, their families or quests.
- 25. Power tools may not be operated in Units, except during the hours of 9:00 AM and 6:00 PM, or in the case of an emergency. This use is prohibited to the hours of 12:00 PM through 6:00 PM on weekends and is fully prohibited on legal holidays. At no time may any contractor working for a unit owner store items in the common areas. No contractor will be permitted to leave common doors open unless attended. Unit owners are responsible for the actions of their contractors and may be subject to fines for violations of the rules and regulations.
- 26. The use of the laundry room is prohibited from 11:00 PM to 7:00 AM daily in consideration of neighboring tenants.

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- 27. The Trustees may impose reasonable fines upon Unit Owners for violations of the By-Laws and rules and regulations of the Stoneholm Condominium Trust or the provisions of the Master Deed of the Condominium, which fines may be enforced by the Trustees, or its agent, in accordance with the common documents and Massachusetts General Laws. A schedule of fines is set forth below.
- 28. There shall be no posting of notices of any kind in the Common Elements. Unit owners may post notices on the bulletin board in the laundry room subject to rules and regulations adopted by the Trustees.



29. There will be no smoking or consumption of alcoholic beverages at any time in the Common Elements by any Unit Owner, occupants, or by his agents, servants, employees, licensees, tenants or visitors.

The following fine structure has been adopted. Unless specifically stated to the contrary, the following fine structure shall apply to any and all violations of the Condominium By-Laws and rules and regulations and the provisions of the Master Deed of the Condominium.

⇒ First Offense:

Second Offense:

Warning \$25.00 Fine

Each additional day any violation remains unresolved shall constitute a separate violation.

- 30. All appointments that need access to the utility rooms in the basement (i.e. cable, telephone, electricity) must be pre-scheduled with the management company, at least one business day in advance. This way a representative of the management company can be present to unlock the utility room. The appointments must be during regular working hours (9:00 AM - 5:00 PM), Monday through Friday. The Unit Owner will be charged \$30.00 for any appointments not pre-scheduled with the management
- 31. All condominium fees are due on or before the first of each month. Any unit with outstanding fees as of the 15th of any month will be assessed a \$25.00 late fee. Any units, which are delinquent, are subject to collection actions as set forth in the condominium documents and Massachusetts General Law, Chapter 183A, including but not limited to notification of the mortgagees.
- 32. All units must have a properly installed and functioning smoke detector.
- 33. A \$50.00 fee will be charged to a unit owner when there is a move in and move out. This is not a security deposit nor shall it be interpreted as a fee for damages incurred during the moving process. The charge and any damages are the responsibility of the Unit Owner. The management company must be notified two (2) days in advance of a move-in or move-out. New tenants must provide the names and phone number of all people who will occupy the unit. All entrances must be guarded while the doors are open. At no point, will the doors be propped open without someone watching them. All moves must take place between 9:00 AM and 5:00 PM. Moves scheduled for any other time period must be pre-approved by the management company.
- 34. A security deposit of \$250.00 will be held for each move. The owner must provide the security payment to managing agent within forty-eight (48) hours prior to the scheduled move. Once the move is complete, security deposits will be returned promptly upon final inspection of the common areas.
- 35. In the case of a covered insurance related loss, unit owners will be responsible for their proportionate share of the deductible, as set forth in the condominium Master Policy. If a loss is determined not to be a covered loss, the owner must seek reimbursement through their personal insurance carrier. The Condominium Trust will not be responsible for leaks that originate from within a unit. The owner of the unit, in which the leak originates, will be responsible for the cost of repairing the leak and any associated damage.

IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF SECTION 5.7 OF THE BY-LAWS CONTAINED IN ARTICLE V OF THE DECLARATION OF TRUST AND THE PROVISIONS OF THESE RULES AND REGULATIONS, THE PROVISIONS OF THE BY-LAWS SHALL GOVERN AND CONTROL.