

# THE 294 BOSTON AVENUE CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

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The 294 Boston Avenue Condominium (the "Condominium") in Medford, Massachusetts, has been created with the objective of providing congenial and enjoyable residential living. In order to accomplish this objective, the Board of Trustees of the Condominium (the "Board") which is responsible for the administration, operation and maintenance of the Condominium pursuant to the By-Laws in the Declaration of Trust, has adopted the Rules and Regulations set forth below.

### **1. USE OF UNIT**

1. No Unit Owner shall do or permit to be done anything in or about his/her Unit which will interfere with the rights, comfort or convenience of other Unit owners.
2. No industry or business trade, except as permitted by local zoning laws shall be conducted, maintained or permitted on any part of the Condominium property; and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other party of the Unit, except such as shall have been approved in writing by the Trustees.
3. Each Unit Owner shall keep all Condominium Common Elements and his/her Unit to which he/she has sole access in a good state of preservation and cleanliness.
4. No Unit Owner shall keep in his/her Unit any inflammable, combustible or explosive material, chemical or substance, except such commercial products as are required in normal household use, and no Unit Owner shall barbecue or cook on the decks or porches of the Units.
5. Only domestic animals shall be permitted in this Condominium. This permission may be revoked at any time if, in the determination of two Trustees, a nuisance is being created. In no event shall barnyard animals be permitted on the premises and no animals of any sort shall be allowed to loiter in the Common Areas of the Condominium. Any damage to the Common Areas caused by a Unit Owner's or tenant's pet will be the responsibility of said Unit Owner.

6. Owners shall not cause or permit anything to be on windows, or placed on the outside walls, roofs or doors of a building and no sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, except that Owners may place a name plaque on the outside wall of the Building to indicate their Unit, the form of plaque to be approved by the Board of Trustees, consent not to be unreasonably withheld.
7. 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 structurally change any of the buildings.
8. Garbage and refuse from the Units shall be disposed of only in such manner as the Trustees may direct. Residents are responsible for placing securely packaged garbage in the trash structures.
9. The Trustees, or their designated agent, may retain a pass key to the premises for use in emergency situations or for access to repair or maintain common elements.
10. Televisions, radios, and musical instruments must be used at such times and in such a manner as will provide the minimum of disturbance to the Unit owners. The quiet hours of the building are 11:00 pm to 6 am on weekdays and midnight to 6 am on weekends.
11. No electrical device creating electrical overloading may be used in the Unit without permission from the Trustees.

## II. USE OF COMMON AREAS AND COMMON FACILITIES OF THE CONDOMINIUM

1. There shall be no obstruction of the Common Areas or Facilities nor shall anything be stored in the Common Areas or Facilities without the prior written consent of the Trustees, except as hereinafter expressly provided. In the event that such approval is granted, storage shall be made at the sole risk of the person storing the materials.

2. Nothing shall be hung from the windows, terraces or balconies, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, terraces or balconies. No clothes, sheets, blankets, laundry or other kinds of articles shall be hung out of a Unit or exposed on the Common Areas or Common Facilities of the Condominium. No accumulation of rubbish, debris or unsightly materials will be permitted in the Common Areas of the Condominium except in designated trash storage areas, nor shall Common Areas or Facilities be used for the general storage of personal property except in designated areas.
3. Other than chairs, benches and tables of such number, nature, and of such type as are actively used for residential purposes, no other goods, materials, fixtures or paraphernalia are to be affixed, placed, or stored on decks, terraces, patios, yard areas, driveways and appurtenances except with the approval of the Trustees.
4. The Condominium Association shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common elements caused by such Unit Owner or by his/her family, tenants, servants, employees or visitors by their willful or negligent use, misuse or abuse of those systems or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefore.

### III. ACTIONS OF THE Unit OWNERS

1. No noxious or offensive activities shall be carried on in any Unit, including the creation of noise, odor and vibration, or in the Common Areas or Common Facilities of the condominium; 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 in the building by him or herself, his/her family, his/her tenants, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners.
2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the Town of Medford and shall indemnify and save the Condominium Association and the other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. Unit Owners shall be responsible for the actions of their children, tenants, licensees, occupants, guests and invitees.

#### IV. INSURANCE

1. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, applicable for residential use, without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his/her Unit, or in the Common Areas or Common Facilities which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any in the Common Areas.
2. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon any building of the condominium or the property contained therein.
3. Any fire or accident affecting the Unit, Common Areas or common Facilities, or the liability of the Unit Owners or the Condominium Association will be promptly reported to the Trustees immediately following the occurrence thereof.

#### V. MOTOR VEHICLES

1. Parking areas shall be used only for duly registered passenger automobiles excluding specifically trailers or boats and commercial vehicles unless same are on the premises for business purposes.
2. No part of the Common Areas or Common Facilities of the Condominium shall be used for vehicle repairs or maintenance, other than the washing of vehicles, under any circumstances.

#### VI. GENERALLY

1. No part of the Common Areas or Common Facilities of the condominium shall be used for other than the purposes for which such part was designated or intended.

## VII. ADMINISTRATION

1. Any consent or approval given under these rules and regulations may be added to, amended or revoked at any time by the Trustees.
2. Any complaint regarding the management of the condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.
3. All monthly charges shall be paid to the Trustees or their designated agent only. The Association and the Trustees accept no responsibility for any payments made to unauthorized persons.
4. These rules and regulations may, from time to time, be amended, modified, rescinded or otherwise changed by the Trustees, and other rules and regulations may be adopted by the Trustees, provided, however, a Unit Owner shall not be bound by such amendment, modification or change until said Unit Owner has notice of such change. For purposes hereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.