

WENHAM PINES CONDOMINIUM
WENHAM, MASSACHUSETTS

RULES AND REGULATIONS
7.17.18

Capitalized terms used herein shall have the meanings assigned to such terms in the Master Deed of Wenham Pines Condominium, as the same may be amended from time to time.

1. Use of Condominium Property

No part of the Condominium property shall be used for any purpose except for which the property was designed. No use shall be made of the Common Areas or Limited Common Areas except such as shall be permitted by the Trustees of the Condominium Trust pursuant to the Master Deed, and the Condominium Trust.

The sidewalks, pathways, entrances, passages, and exterior Common Areas or Limited Common Areas shall not be obstructed or used for any purpose other than ingress and egress to and from the Units. Without limiting the foregoing, such Common Areas and Limited Common Areas shall not be obstructed or used for storage of bicycles, boats, recreational vehicles, strollers, lawn furniture or any other items.

2. Age Restriction

Subject to limited exceptions contained in the Master Deed, each Unit shall be owned and occupied by at least one person who is age fifty-five (55) or older. No Unit shall be occupied by any persons under the age of eighteen (18), except that persons under the age of eighteen (18) shall be permitted as visitors to a Unit on a temporary basis not to exceed three (3) months in any nine (9) month period.

3. Effect On Insurance

Nothing shall be done or kept in any Unit or in the Common Areas or Limited Common Areas which will increase the rate of insurance of the Buildings of the Condominium without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas or Limited Common Areas, which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law.

4. Temperature In Units

No Unit shall be maintained at an ambient temperature of less than fifty-five (55°) degrees Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings.

5. Access; Keys to Units

- (a) The Trustees, their agents, and any contractor or workman authorized by the Trustees may enter any Unit in the Buildings at any reasonable hour of the day after reasonable notice for the purpose of inspecting such Unit for the presence of any vermin, mold, moisture, insects or other pests, for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- (b) In case of any emergency originating in, or threatening any Unit, the Trustees, their agents, and any contractor or worker authorized by the Trustees, shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, without notice and regardless of whether the Unit Owner is present at the time of such emergency.
- (c) The Trustees may retain a pass key to each Unit, and no Unit Owner shall alter any lock or install a new lock or 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 its agent with an additional key pursuant to its right of access to the Unit.
- (d) The Trustees shall maintain a lock box with keys for each Unit for emergency personnel to enter in the event of a fire or medical emergency.
- (e) If any keys are entrusted by a Unit Owner or occupant to any employee of the Trustees, the acceptance of the key shall be at the sole risk of such owner and the Trustees shall not be liable for injury, loss or damage of any nature resulting therefrom.

6. Landscaping

The Condominium Trust shall be responsible for landscaping and maintaining all areas of the Condominium and the Unit Owners shall not have the right to plant any flowers, trees or shrubbery with the Common Areas or Limited Common Areas. Lawn ornaments such as bird baths, wind mills or figures are not permitted in the Common Areas or Limited Common Areas.

7. Exterior Decorations, Personal Items, Light Fixtures and Signs

- (a) No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls, doors, or windows of any Building or Unit without the prior written consent of the Trustees. The exception to this rule is that a small outside thermometer may be placed outside a window that is away from the road side of the unit.
- (b) No sign, awning, canopy, shutter or radio or television antenna or satellite dish shall be affixed to or placed upon the exterior walls, balcony, doors, roof or any part

- thereof or at any window, without the prior written consent of the Trustees. No porch, deck or balcony shall be decorated, enclosed or covered by any awning or otherwise, without the express written authorization of the Trustees.
- (c) All windows and exterior doors, with the exception of the front entrance door to each Unit, must be white, and any replacements shall be to the same specifications and quality as the original items.
 - (d) No clothes, sheets, blankets, laundry, or similar articles shall be hung out of any Unit or exposed on any part of the Common Areas or Limited Common Areas. All Common Areas and Limited Common Areas, including porches, patios, walkways and entry stoops, shall be kept free of rubbish, debris and unsightly materials. No rugs, mops, brooms and the like may be shaken or hung from or on any of the Common Areas or Limited Common Areas of the Condominium.
 - (e) Except in recreational or storage areas, if any, designated as such by the Trustees, there shall be no parking or storing of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs and/or any other articles, on any part of the Common Areas or Limited Common Areas including, without limitation, any patio or porch.
 - (f) Cast aluminum or teak wood furniture may be placed on patios and porches, provided that such furniture is in good condition. Any umbrella placed on a patio shall be uniform in color and may not bear any logo, lettering, or striping of any kind. All furniture and umbrellas must be kept clean and tidy in appearance, and may not be stored outdoors during the winter months. Unit Owners may also place a barbeque on the patio immediately adjacent to their Unit, so long as the presence of this equipment does not increase the rate of insurance for the Condominium and that such equipment is operated in compliance with all applicable state and local fire regulations
 - (g) Any item that is not expressly allowed by the above terms of this Section 7, including, without limitation, garbage cans, hot tubs, spas, bicycles, may not be placed on any Common Area or Limited Common Area.
 - (h) Outdoor fireplaces are not permitted. Propane cylinders may not be stored in any Unit or any Building. Per state code no barbecuing is allowed on decks all barbecuing on ground levels should be done at least 10' from the building.
 - (i) No exterior lighting equipment, fixtures or facilities shall be attached to or utilized for any Unit without the prior written approval of the Trustees.
 - (j) Each Owner is responsible for the affirmative maintenance of any motion sensitive lighting attached to his Unit. This obligation includes the timely replacement of burned-out light bulbs and the timely scheduling of other maintenance at said Owner's expense.

(k) Except as otherwise provided for in the Master Deed regarding the Declarant, no sign, notice, advertisement or lettering shall be placed at any window or other part of the Units (including, without limitation any "For Sale" or "For Rent" sign) that is visible from outside of the Unit, nor shall they be placed in or within any Common Areas or Limited Common Areas without the prior written approval of the Trustees.

8. Quiet Enjoyment

- (a) No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises which may be or become an annoyance or nuisance to the other Units owners or occupants.
- (b) No Unit Owner shall sweep or throw or permit to be swept or thrown from his Unit any dirt or other substances into any of the Common Areas or Limited Common Areas, including without limitation patios, porches and walkways, or out of the doors or windows or stairways of the Buildings.
- (c) No Unit Owner shall use, keep or permit to be used or kept any flammable, combustible, or explosive material, chemical or substance except such lighting and cleaning fluids as are customary for residential use.
- (d) No Unit Owner shall keep or use foul or noxious gas or substances in his Unit or permit or suffer the Unit to be occupied or used in a manner offensive or objectionable to the use of other Unit Owners of the Condominium by reason of noise, odors and/or vibrations, or interfere in any way with Unit Owners or those having business therein.
- (e) No Unit Owner shall play any musical instrument or operate a stereo, television set, or radio (or other sound transmitting equipment) anywhere on the Premises between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the Building.

9. Window Treatments

No window treatment, except for curtains, draperies and vertical and horizontal blinds, shall be placed in or at any interior window locations visible from outside a Unit. The exterior facing of all window treatments shall be lined with off-white color fabric.

10. Trash

Each Unit Owner is responsible for the lawful disposal of all garbage, refuse, and waste generated by such Unit Owner. The Trustees are responsible for scheduling, and paying the cost of, routine pickup of garbage and recycled materials. All garbage, refuse and waste shall be bagged or wrapped and stored in covered, wheeled containers. It shall be the Unit Owner's sole responsibility to dispose of any trash articles too large to be disposed of or placed in these receptacles. No garbage container shall be placed curbside

prior to 6:00 PM the day prior to pick-up. Garbage containers must be taken in within 24 hours of pick-up, and shall remain inside the garages attached to each Unit on all other days of the week.

11. Pets

Subject to the applicable restrictions contained in the Master Deed, upon written Trustee approval, Unit Owners may keep in the Units up to two (2) cats and two (2) dogs, subject to the following conditions and such other reasonable conditions as the Trustee(s) may by rule and regulation impose:

- (a) Such pet(s) shall not interfere with the quiet enjoyment of the Condominium by its residents;
- (b) Any permitted pet shall not be allowed upon the Common Areas and Facilities, or open space areas surrounding the Common Areas and Facilities, unless restrained by a leash, transport box or cage; and in no event upon the land portion of the Property save for transit there across, except for areas designated therefor;
- (c) No reptiles shall be permitted;
- (d) No animals may be kept, bred or maintained for any commercial purposes;
- (e) Pets shall not be tied to any fixed objects in any outdoor Common Area or Limited Common Area, including but not limited to porches, patios, walkways, trees, shrubs, grassy areas, or any other part of the Condominium;
- (f) Pets shall be leashed at all times when outside Unit Owners must clean up after their pets, including but not limited to the removal and proper disposal of waste products;
- (g) Pets shall be fed and watered inside of their Units and pet food and water may not be left outside of a Unit at any time;
- (h) All Unit Owners shall comply with all applicable laws and regulations of the Town of Wenham governing the care and handling of pets.
- (i) Each Unit Owner keeping such a pet who violates any of the above conditions or permits any damage to or soiling of any of the Common Areas and Facilities or permits any nuisance or unreasonable disturbance or noise shall:
 - i. be assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or
 - ii. be levied such fine as the Trustees may reasonably determine and such legal fees and costs as the Trustees may incur; and/or
 - iii. be required by the Trustees to permanently remove such pet from the Condominium upon five (5) days' written notice from the Trustee;

- (j) Each Unit Owner assumes full liability for any and all damage caused to persons or property and shall indemnify the Trustees against any liability for the same.

12. Construction

All construction work in a Unit shall be restricted to the hours of 8:00 A.M. to 4:30 P.M. on weekdays. Construction work in a Unit shall not be performed at any other times without the prior written consent of the Trustees. The foregoing shall not apply to work done by the Declarant.

All contractors performing work in a Unit shall be duly licensed and insured. All construction shall be approved and conditioned in accordance with the provisions of the Master Deed and the Condominium Trust.

13. Parking And Vehicles

- (a) Each Unit includes a garage which may be used for parking vehicles and for storage only, provided that garage doors shall remain closed when not in use for the entering or exiting of vehicles.
- (b) Vehicular parking is only permitted in specified areas of the Condominium. No vehicle shall be parked so as to block access to any roadway or parking area.
- (c) No work or repairs shall be made to any vehicle while such vehicle is located anywhere at the Condominium. All vehicles parked at the Condominium shall be at the sole risk of the person so parking, and the Trustees shall not be liable for loss, destruction, theft or damage to such vehicles.
- (d) Parking in defined visitor parking spaces, if any, is permissible for Unit Owners, Unit guests, agents, tenants, workmen and any other persons having a right to be on said Premises. Parking by unauthorized guests is strictly prohibited.
- (e) No boats, boat trailers, mobile homes, vans, motorcycles, trucks or commercial vehicles shall be permitted to be parked or stored at the Condominium without prior written consent of the Trustees. No unregistered vehicles or vehicles which are inoperable under their own power shall be permitted to be parked or stored at the Condominium.

14. Inspection and Maintenance of Stormwater Drainage Facilities and Sewage Disposal System

As set forth in the Master Deed, the Trustees are responsible for the operation, inspection and regular maintenance of the Drainage System and the Sewage Disposal System in accordance with the operation and maintenance plans on file with the Town of Wenham

Planning Board, Conservation Commission, and Board of Health, a summary of which is attached as Schedule I to the Condominium Trust.

15. Violation of Rules and Regulations

The Trustees shall have the authority to levy fines to the Unit Owners for violations of these Rules and Regulations. Upon receipt of any Unit Owner of written notice of violation of these Rules and Regulations, or upon the Trustees' own initiative, the Trustees shall, with respect to a first violation, send a letter to the offending Unit Owner which sets forth the text of the Rule or Regulation which was violated, together with the date, time, place, and nature of such violation, and the Trustees' authority to levy fines for violating provisions of the Bylaws and/or Rules and Regulations. Upon receipt of a second violation notice, the Trustees shall impose a fine of \$50.00 per day on the Unit Owner for each day (or portion thereof) that such violation continues. Unpaid fines levied pursuant to this paragraph shall constitute a lien on the violating Unit owner's Unit pursuant to Section 6 of Chapter 183A.

16. Satellite Dishes And Television Antennas

No Unit Owner shall install a satellite dish or reception antenna on any portion of a Unit or Common Area without written prior consent of the Trustees.

17. Snow Removal

The Trustees shall retain the services of a professional snow removal contractor who shall be responsible for plowing or shoveling snow, ice and slush and salting/sanding the roadway, sidewalks, driveways and front walkways in front of each Unit after a snowfall of one (1) or more inches of snow.

18. Open Houses Procedures

The following procedures shall apply to Open Houses in connection with the re-sale of any Units in the Condominium:

- (a) Unit Owners must notify the Trustees in advance of holding an Open House.
- (b) Open houses are permitted to be held during the hours between 12:00 PM and 4:00 PM.
- (c) Open House signs shall not be larger than 2' x 2'. Signs may not disturb or damage the landscaping or other Common Area features. No balloons, banners or flags are permitted.
- (d) Brokers are allowed two (2) Open House signs, one at the entrance of Pine Hill Road from Main Street, and one at the driveway in front of the subject Unit. Both signs shall be removed at the end of the Open House. The Trustees and/or property

management company shall have the right to remove signs that violate these rules and regulations.

19. Amendment to Rules and Regulations

Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These Rules and Regulations may be modified, amended or revoked upon the vote of Unit Owners holding at least seventy-five percent (75%) of the Undivided Interest at a meeting duly held therefor in accordance with Section 5.9 of the Condominium Trust.