

Monterosa of Stoneham Condo Trust

Consolidated Rules and Regulations

Revised February 1, 2005

Background

The original Rules and Regulations for the Monterosa of Stoneham Condominium are contained within the Declaration of Trust recorded at the Middlesex South District Registry of Deeds on or around 1982 in book 14447 starting on page 404. These rules and regulations have been amended many times. A full copy of the Declaration of Trust, containing the original Rules and Regulations, and full copies of all Rules and Regulations amendments can be obtained from the Monterosa web site at www.monterosacondos.org. Although the above-mentioned documents are the official, legally-binding record of the Rules and Regulations, the trustees of the Monterosa of Stoneham Condominium elected to draft this "unofficial" consolidated version of the Rules and Regulations as a convenience to unit owners and their agents.

Disclaimer

The following document was drafted voluntarily by trustees and or agents of the trustees and was not reviewed by legal counsel. This document was intended to provide a convenient reference for unit owners, prospective unit owners, and their agents and should not be misconstrued as a legally-binding document. While the editors of this document have made a good-faith effort to draft this document accurately, neither the editors of this document, the Monterosa of Stoneham Condo Trust, nor their agents assume any legal responsibility for this document's accuracy or completeness.

Rules and Regulations

In these rules and regulations the word "Condominium" shall refer to Monterosa of Stoneham Condominium and the words "common areas and facilities", "Trustees", "Unit" and "Unit Owners" shall have the meaning given to these terms in the Master Deed creating Monterosa of Stoneham Condominium.

1. No Obstruction Of Common Areas. Unit owners shall not cause obstruction of common areas and facilities except for permitted storage in any assigned storage areas. All garbage and trash must be placed in proper receptacles designed for refuse collection and no garbage, trash, or other discarded items shall be placed elsewhere upon any of the common areas and facilities. Except in recreational areas (if any, designated as such in writing by the Trustees) no baby carriages, toys, playpens, bicycles, benches, chairs or other articles shall be placed on any part of the common areas and facilities except when such items are carried over or walked through the common areas for transport elsewhere. Such articles shall be stored at all other times in areas designated by the Trustees, at the unit owner's sole risk. In no event are skateboard riding or contact sport game playing activities permissible in the lobbies or other common areas.

2. Effect on Insurance. No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees providing for the payment of such increased insurance costs by the Unit Owner concerned.

3. Nameplates. Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees.

4. Pets. The Trustees may require any Unit Owner not to bring a pet on common areas which the Trustees, in their sole judgment, determine unreasonably interferes with the use of their units or the common areas by other Unit Owners. No dogs shall be allowed at the Monterosa of Stoneham Condominium except for service dogs, and dogs kept or harbored at the Condominium as of October 10, 1987. Those dogs kept, maintained or harbored on the condominium premises prior to October 10, 1987 shall be permitted to remain, provided that the owner thereof complies with the provisions set forth herein and that such permitted dogs may not be replaced upon death or otherwise. All dogs shall be accompanied by a responsible person and shall not be allowed upon the common

elements unless restrained by a leash, transport box or cage. No dogs shall be allowed to run free. Owners of permitted dogs must walk their dogs in the designated area of the north of building "A" and must clean up after their pet.

5. Radios, Phonographs, Musical Instruments. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 11 pm and shall at all times be kept at a sound level which will not annoy the occupants of neighboring Units.

6. Laundry. No Unit Owner shall hang laundry, rugs, drapes and the like out of a Unit.

7. Signs. Unit Owners may not rent any Unit for transient purposes nor may they display "For Sale" or "For Rent" signs in windows of their Unit nor may the Owners of residential units place window displays or advertising in windows of such Units.

8. Abuse Of Mechanical Systems, etc. The Trustees shall charge a unit owner all costs of inspection, repair and/or replacement of damaged mechanical, electrical or other common area facilities caused by the intentional misuse or negligence of a unit owner or his tenants; servants; visitors; family; pets; employees or independent agents (which charge shall be deemed a common area expense pursuant to M. G. L. c. 183A §6).

9. Car Keys. If a Unit Owner entrusts a car key to an employee of the Condominium for purposes of moving the car or having access to the car, the entrusting of such keys shall be at the sole risk of the Unit Owner or owner of the car key and the Trustees shall in no way be liable for any injury, loss or damage resulting directly or indirectly from such entrusting of a car key.

10. No Offensive Activity. No noxious or offensive activity shall be carried on in any unit, or in the common areas and facilities, 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; pets or permit anything by such persons that will interfere with the rights or comforts of other unit owners.

11. Balconies. Balconies shall be kept in orderly fashion at all times. Objects shall not be placed on or hung from the balcony railings or in any other manner placed such that there would be any reasonable risk of the object falling from the balcony.

12. Swimming Pool; Bathhouse. The swimming pool and bathhouse shall be open for use only during such hours as the Trustees determine and any use during other hours is strictly prohibited without the Trustees' prior written consent. Use of the pool shall be subject to rules and regulations established by the Trustees from time to time of which the Unit Owners are given notice. Notice may be given by posting at the bathhouse or the pool or by any other method reasonably calculated to inform the Unit Owners thereof. Unit Owners shall at all times be responsible for conduct of any guest permitted at the pool. Safe use of the pool is paramount and the Trustees and any person appointed by them to supervise the pool may at any time ban any Unit Owner or other person, permanently or temporarily, from use of the pool whose conduct at the pool endangers themselves or any other person.

13. Adoption of New Rules. The Trustees shall furnish copies of any new Rule or Regulation (or Amendment of any existing Rule or Regulation) to the unit owners prior to the time when such new Rule or Regulation, (or Amendment, as the case may be) shall become effective; however, (A) The unit owners, by majority vote at a duly called meeting pursuant to Article V, Section 5.9.2 and Section 5.9.3 may, from time to time, rescind or amend any Rule or Regulation promulgated by the Trustees, however, action of Trustees pursuant to the said Rule or Regulation shall not abate with respect to any specific unit owner; and (B) Any Amendment, adoption or enforcement of a Rule or Regulation by the Trustees shall be uniformly binding upon all Unit Owners.

14. Late Payments. All Condominium common area assessments charged to unit owners pursuant to Article V - The By-Laws - Section 5. 4. 2 are due on the first day of each month, in advance. The assessments will be considered late if not received at the Managing Agent's offices on or before the fifteenth (15th) day of the month in which they are due. If payment is received after the fifteenth day of the month, the unit owner account will be charged a late fee in the amount of Twenty Five Dollars (\$25.00), and interest on the unpaid assessment shall accrue on the unpaid assessment at a rate of 1 .5% per month to a maximum of eighteen percent (18%) per year.

If the unit owner fails to make timely payment of the said common area assessment (and specifically including any designated Special Assessment) all amounts due including late fee, interest and continuing collection expenses (reasonable attorneys' fees and costs) will be collectible as and shall constitute a lien on the unit pursuant to the provisions of Section 6 of Chapter 183A.

Furthermore, any partial payments of common area charges (including duly assessed late fees, interest and collection expenses) shall reduce first the outstanding legal expenses incurred by the Trust in collecting delinquent amounts; shall then reduce the duly assessed Twenty Five Dollar (\$25.00) per month late fee; then reduce interest and finally shall reduce the monthly common area charges or Special Assessment, as the case may be.

15. Overnight Parking. Overnight parking in guest spaces is restricted to a maximum of three (3) nights. All vehicles left in the same guest space for more than three (3) consecutive nights are subject to tow at the owner's expense unless granted special written permission by the Trustees. Furthermore, any vehicle, whether or not parked in a guest space, not parked within the confines of a designated parking space may be subject to towing at the owner's expense.

16. Parking. Unit Owners and Residents are to park their passenger vehicles in the spaces assigned to them. Commercial Vehicles, which are defined as vehicles which display company advertising that is visible from anywhere outside the vehicle, Oversized Vehicles, which are any vehicles that are longer than 223 inches or wider than 95 inches, Unregistered Vehicles, Vehicles not displaying a current and valid State Inspection Stickers, as well as campers, boats, trailers or other recreational types of vehicles are not permitted or authorized to park anywhere on the common parking areas of Monterosa of Stoneham Condominium.

Commercial Vehicles, as defined above, that are owned or leased by residents of Monterosa of Stoneham Condominium and which record Monterosa of Stoneham Condominium as the official address where the vehicle is 'garaged' on the registration of the vehicle and which are listed with the Association at the time this rule is adopted and published to the Unit Owners are exempt from the restriction against parking commercial vehicles at Monterosa of Stoneham Condominium. This exemption shall expire when such Commercial Vehicles are sold or replaced.

Oversized Vehicles, as defined above, that are owned or leased by residents of Monterosa of Stoneham Condominium and which record Monterosa of Stoneham Condominium as the official address where the vehicle is 'garaged' on the registration of the Oversized Vehicle and which are listed with the Association at the time this rule is adopted and published to the Unit Owners are exempt from the restriction against parking oversized vehicles at Monterosa of Stoneham Condominium. This exemption shall expire when such Oversized Vehicles are sold or replaced. The Board of Trustees reserves the right to assign such oversized vehicles to Guest Spaces located in specific parking areas.

Only vehicles displaying a proper 'Handicapped' placard, issued by the Commonwealth of Massachusetts are permitted to park in parking spaces designated for "Handicapped Parking". No one is permitted to park in fire lanes or in any common parking area not designated as a parking space.

Anyone operating a motor vehicle on the common roadways and parking areas of Monterosa of Stoneham Condominium must adhere to the posted speed limits (10 MPH) and must adhere to the established flow of traffic as described on the attached Exhibit A.

Improperly parked vehicles, as defined above, are subject to immediate towing without further notice or warning. The cost of such towing is at the expense of the person who owns the vehicle that was towed.

17. Water jet style tubs. Water jet style tubs (hereinafter referred to as "jacuzzis") are prohibited from all Units with the following exception; Unit Owners may keep grand fathered jacuzzis in their Units. Grandfathered jacuzzis shall be defined as jacuzzis owned and in place within the unit at the time of recording of this instrument, but any jacuzzi acquired thereafter shall not be allowed and replacement of grand fathered jacuzzis is strictly prohibited. Such grand fathered jacuzzis shall be subject to such reasonable conditions as the Trustees may by rule and regulation impose.

18. No Smoking Policy. There shall be no smoking of any kind, including but not limited to cigarettes, cigars and pipes in the following parts of the Monterosa of Stoneham Condominium common areas and facilities: within 15 feet of the building entrances, the lobbies, the laundry/storage areas, the hallways, the stairwells, the elevators, the guardhouse; the clubhouse and pool areas.

19. Risky Components.

Hot Water Heaters

- ❑ Replacement hot water heaters must be equipped with an automatic shutoff device. An automatic shutoff device is any device connected to the cold water supply line that is designed to detect a leak emanating from the hot water heater tank and shut off the incoming water without requiring any manual intervention. One such device is a Taco WAGS valve.

- ❑ Replacement hot water heaters must have a safe waste drain pan having a depth of at least six inches. For replacement hot water heaters located above the first floor, the drain pan must be plumbed into the common drain line. Notwithstanding the foregoing, the Trustees may waive this requirement if the Trustees in their sole discretion determine that no such common drain line is available or within reasonable proximity of the hot water heater within a unit.
- ❑ All hot water heaters must be replaced prior to the expiration of the manufacturer's warranty. If a copy of an original sales receipt is not available, the hot water heater's age will be determined by the manufacture date on the heater, if such information is indicated on the heater. If a copy of the original manufacturer's warranty is not available, the warranty will be assumed to be five years. If the age of the water heater cannot be determined, the useful life of the hot water heater will be assumed to have expired and the water heater must be replaced immediately.
- ❑ Alternative water heater equipment configurations may be allowable if approved in writing by the Trustees. In order to be considered for approval, the Unit Owner must demonstrate that the proposed alternative configuration is either (1) Virtually unsusceptible to tank failure, or (1) Minimizes the extent of water damage should a tank failure occur.
- ❑ Any Unit Owner who fails to comply with these Rules shall be responsible for any and all damage caused, either directly or indirectly, as a result of water leaking or flooding emanating from their hot water heater.
- ❑ The Trustees shall track the approximate location of the common drain line within each tier of the building and the wall of each condo unit on a per-tier basis and furnish this information within 10 business days upon request to a Unit Owner or vendor acting on behalf of a Unit Owner.

Main Water Shutoff Valves

- ❑ Each condominium unit must be equipped with a main water shutoff valve that is in good working order.
- ❑ Any Unit Owner who fails to comply with this requirement shall be responsible for any and all damage caused, either directly or indirectly, as a result of a failure of their main water shutoff valve.

Dishwasher Hoses

- ❑ All dishwashers must be equipped with either copper supply pipes or a reinforced, heavy-duty braided stainless steel "no burst" water supply hoses.
- ❑ In situations where braided stainless steel hoses are installed, they must be replaced with brand-new hoses at least once every 10 years.
- ❑ Any Unit Owner who fails to comply with this requirement shall be responsible for any and all damage caused, either directly or indirectly, as a result of water leaking from their dishwasher water supply hoses.

Clothes Washing Machines

- ❑ All clothes washing machines must be equipped with an accessible single-lever hot and cold water supply shutoff valve, which shall be turned off when the washing machine is not in use, and must also be equipped with reinforced, heavy-duty braided stainless steel "no burst" water supply hoses. All such supply hoses must be replaced with brand new "no burst" hoses at least once every 10 years.
- ❑ Any Unit Owner who fails to comply with this requirement shall be responsible for any and all damage caused, either directly or indirectly, as a result of water leaking from their clothes washing machine or its water supply hoses.

Clothes Dryer Venting Ducts

- ❑ All clothes dryers must vent through ducts constructed entirely of metal. Use of plastic ducts for venting dryers is strictly prohibited.
- ❑ This dryer duct venting must be replaced with new dryer duct venting at least once every 10 years.
- ❑ Any Unit Owner who fails to comply with this requirement shall be responsible for any and all damage caused, either directly or indirectly, as a result of a failure of their dryer venting duct.

20. Charcoal Grills and Propane Grills. Due to the health and safety of the Unit Owners and Residents as well as the requirements of the state fire code, the use and/or storage of charcoal grills, propane grills, and propane tanks is prohibited above the first floor in any area of the buildings including but not limited to the balconies, condo units, and common areas.

Any Unit Owner who fails to abide by this rule will be issued a violation-warning letter allowing 24 hours to remove the offending appliance. Subsequent violations will be subject to the fine structure of \$25.00 per day of continued violation. The Trustees at their discretion may require a unit owner who has continued to violate this rule to post a compliance bond.

Enforcement and Penalties

The violation by unit owner or his family; servants; employees; agents; visitors; pets and/or licensees, of any written Rule or Regulation adopted by the Trustees (including specifically, but not limited to this Rule #10) or the breach of any of the By-Laws, or the breach of any provisions of the Master Deed, the Monterosa of Stoneham Condominium Trust or of the offending unit owner's Unit Deed, shall give the Trustees the right, in addition to any other rights set forth in the By-Laws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuance of any such breach .

In addition to the foregoing, and not in substitution therefore, the Trustees shall have the power to levy fines against unit owners for such violations. No fine may be levied for more than twenty five dollars (\$25.00) for any one violation, but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines shall be enforced against the unit owner or unit owners involved as if the fines were common expenses owed by the particular unit owner or unit owners and shall be deemed M. G. L. c. §6(c) expenses. In the case of persistent violations by a unit owner, the Trustees shall have the power, after notice, to require such unit owner to post a bond to secure adherence to said Rules and Regulations, By-Laws, Master Deed, Trust, or said Unit Deed.