

599 WASHINGTON PLACE

INTRODUCTION TO RULES, REGULATIONS AND PROCEDURES

THE NEED FOR RULES

The degree to which residents respect each others' rights will ultimately shape the quality of life at any condominium. Condominium rules, regulations and restrictions are necessary to preserve your right to the quiet enjoyment of your community. The attached Rules and Regulations will clarify the policy and procedures in place at Residences at the Armory Condominium. In this regard, it is incumbent upon the Trustee(s) and any management company to invoke all measures necessary to enforce such rules and regulations. The cooperation of all residents is requested.

ORGANIZATIONAL STRUCTURE

The organizational structure of the complex revolves around a Trustee initially selected by the Declarant, and then a Board of Trustees elected by the Unit Owners. Unit Owners have empowered the Trustees with the responsibility of managing the maintenance and administrative activities. Any management agent which may be retained is responsible for the day-to-day operations of the complex, for carrying out the instructions from the Trustees and, in general, acting to serve the best interests of all Unit Owners. The Trustees have the right, but not the obligation, to retain the services of a management agent.

MEETINGS

Once elected, the Board of Trustees will meet periodically to review condominium business. Should you wish to address the Board on a particular issue you may request to be placed on the agenda by contacting the Trustee(s) or Manager in writing.

REQUESTS AND COMPLAINTS

Questions, suggestions, comments or complaints about the management should be communicated in writing to the Board.

PARKING RESTRICTIONS

Except with the written consent of the Board, no unregistered, uninsured or inoperable vehicles shall be on the property. All vehicles shall be parked in spaces and areas designated by the Declarant or the Trustees, or as provided in the Master Deed. All vehicles that park in violation of this rule will be subject to towing and storage at the vehicle owner's expense. The ability of the Trust or of Owners to tow vehicles is subject to certain requirements of the state law in conjunction with the Police. Parking is for the use of residents and their guests and is not open to public use.

COMMON AREAS

Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Board of Trustees.

FIRE HAZARDS

All radios, televisions or other electrical equipment of any kind or nature installed or used in each Unit must comply with all the rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. The Unit Owner or resident shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit. No Unit Owner or resident or any of his or her agents, servants, employees, licensees, 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.

NO OFFENSIVE ACTIVITY

Unit Owners and residents are prohibited from engaging in any activities which would be considered offensive to your neighbors. Generally, noise of any kind should be kept to a minimum between 11:00 P.M. and 8:00 A.M. This includes noise from guests or invitees of a resident or Unit Owner. Please refer to the Rules and Regulations for detailed restrictions regarding offensive activity. Your cooperation is essential if the Condominium is to be a pleasant place to live. Should violations of these Rules occur, the Unit Owner will be subject to fines, legal action and/or suspension of membership and voting rights.

RENOVATIONS, CONSTRUCTION AND IMPROVEMENTS WITHIN THE UNIT

Except as provided in the Master Deed, Trust or By-Laws, nothing shall be done in any Unit or in, on or to the common areas and facilities which impair the structural, architectural or historical integrity of the building or which would structurally or architecturally change the building. Should a Unit Owner wish to complete renovations, construction or improvements within his or her Unit, a request should be submitted in writing to the Board of Trustees. The request should contain plans, shop drawings, specifications, details regarding common areas to be affected, hours of operation, contractor names, contractor addresses, contractor certificates of insurance, and schedule of work progress and all appropriate permits and approvals. As a part of the approval process, the Board may solicit comments from the abutting Unit Owners and appropriate professionals and appropriate municipal officials.

EXTERIOR OF THE BUILDING

No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roofs of the common areas, or Units, without the prior written consent of the Board of Trustees.

The Board of Trustees, or its designated agent, may (if it deems prudent or necessary) 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 prior 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. This pass key is only used in the event of an emergency or with the prior consent of the Unit Owner or Resident or pursuant to the terms of Chapter 183A, the Master Deed, Trust and By-Laws.

PETS

Customary house pets may be kept in any Unit, subject to the limitations and restrictions in the Master Deed and Declaration of Trust, but only by owner-occupants, and not by tenants or renters, absent prior written Trustee approval. Such pets may be kept, provided such pets do not create a nuisance, are cleaned up after, and do not run loose when in or about the common areas. Breeding of pets is not permitted. Please refer to the Condominium Master Deed, Declaration of Trust, and Exhibits C and D of these Rules and Regulations for additional pet restrictions.

INSURANCE

Unit Owners and residents are not permitted to do or keep anything in any Unit or in the common areas and facilities which will increase the rate of insurance or cause cancellation of the insurance coverage of the Condominium or violate any local, county or state law pertaining to such act or storage. Owners and Residents should review the Declaration of Trust and Exhibit G of the Rules and Regulations regarding the insurance requirements. All Owners and residents must carry insurance to dovetail with the Master Policy. At a minimum, all owners must carry a Homeowners Policy. Owners should also add an endorsement which extends perils insured against from a "named peril" basis to so called "all risk," although some limitations still remain. This coverage may provide the Owner with coverage for the Association's deductible. Unit Owners should also carry an endorsement which covers Loss Assessment. Do not wait until a claim occurs to investigate this matter. Regardless of the cause of the loss, certain portions of each claim are the responsibility of the Unit Owner or resident and not the Condominium Trust.

CONDOMINIUM FEE PAYMENT

Monthly installments of condominium fees are due the first day of each month. The fees are assessed annually based on the periodic budget adopted by the Board of Trustees. Failure to pay all open balances by the fifteenth day of the month will result in a late charge. Owners should also be aware that for the purposes of collections, common expense assessments include all expenses incurred by the association which result from failure of a Unit Owner to abide by the governing documents and for any misconduct of a Unit Owner's family members, tenants or invitees. It also includes all fees, attorney's fees, charges, fines, interest, costs of collection and enforcement, court costs and interest. The Trust will pursue any and all collection methods available. This includes attaching the rent from tenants in the case of Investor Owners and suspending voting and membership rights including the use of common areas.

The Board will also notify the First Mortgagee of any fee delinquency in order to avail itself of protection under the Limited Priority Lien. Owners should also be aware that Massachusetts General Law Chapter 183A does not allow for any offset against condominium fees as a defense for non-payment.

TENANTS AND MORTGAGEES

All Unit Owners are required to provide the condominium with the name, address, telephone number, loan number, and contact person of each mortgage holder for their unit. Failure to do so in a timely manner will result in the Trustees securing the information from a title search. The cost of completing said title search will be assessed against the Unit. In addition, Unit Owners are required to provide the Board with the names of unit occupants and copies of lease form(s) utilized. Chapter 183A also requires that an Owner notify the Board and his or her tenant of the person responsible for the maintenance of his/her Unit.

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RULES AND REGULATIONS

1. Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Board of Trustees, except to the extent that the Declarant has such right to grant consent pursuant to the Master Deed, Trust or By-Laws.
2. Each Unit Owner or resident 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 and windows thereof, any dirt or other substance. Nothing shall be attached to the exterior building walls or to the deck or porch railings, if any, nor anything hung therefrom without written Trustee consent. No Unit Owner shall erect exterior clothes lines or playground-type facilities, nor shall toys be maintained on decks, porches or other exterior areas.
3. All radios, televisions or other electrical equipment of any kind or nature installed or used in each unit must comply with all the rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. The Unit Owner or resident shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
4. No Unit Owner or resident or any of his or her agents, servants, employees, licensees, or visitors shall at any time bring into or keep in the Unit any flammable, combustible or explosive fluid, material, chemical, or substance except such lighting and cleaning fluids as are customary for residential use.
5. No air conditioning units or other objects or articles shall be hung from the windows or placed upon the window sills.
6. Unit Owners and residents shall not engage in noxious or offensive activities in any Unit, or in the common areas and facilities, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or resident shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or residents. No Unit Owner or resident shall play upon or allow those in their Unit to play upon any musical instrument or operate a sound system, television set or radio in his unit between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if such sound shall disturb or annoy other occupants of any building. No Unit Owner or resident shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.
7. Nothing shall be done in any Unit or in, on or to the common areas and facilities which impair the structural or architectural integrity of the building or which would structurally change the building except as otherwise provided in the Master Deed, Trust or By-Laws.
8. No clothes, towels, clotheslines, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the common areas or facilities. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.
9. Rugs or mats shall not be shaken or hung from or on any of the windows or doors. Carriages, bicycles, clothing and other personal property shall not be placed or left in front of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may

direct, and trash receptacles shall only be placed outside on days designated for collection.

10. No Unit Owner or resident may dispose of furniture, water heaters or similar material by leaving such in the common areas without the written permission of the Board of Trustees and upon such terms as they may require.

11. 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, may enter any room or Unit in the building at any reasonable hour of the day after notification for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking measures as may be necessary to control or exterminate any such vermin, insects, or other pest, or for the purpose of performing work. In the event of emergency, the Board or agent may enter the Unit without notice to the Unit Owner or resident. All costs incurred in repairing or exterminating an individual Unit will be assessed against said Unit.

12. The common areas and facilities shall not be obstructed nor used for storage without the prior written consent of the Board of Trustees.

13. No notices or other material shall be placed on the outside walls or doors of the Condominium.

14. No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roofs or any of the common areas or exteriors of Units without the prior written consent of the Board of Trustees.

15. Unit Owners or residents will not be allowed to put their names on any building or common area facility except with the written consent of the Trustees.

16. Except in areas designated by the Board of Trustees, there shall be no placement or storage of bicycles, wagons, toys, benches or chairs, on any part of the common areas and facilities.

17. No washing or repairing of automobiles shall take place within or upon the Condominium property, nor shall the parking spaces be used for any purpose other than to park registered and operational motor vehicles, sport utility vehicles, noncommercial trucks and bicycles; excluding specifically, commercial vehicles and campers, without the prior written consent of the Board of Trustees. Notwithstanding the foregoing, in cases of emergency, or to carry out temporary business at the Condominium, commercial vehicles may be parked within the Condominium property. No Unit Owner or resident shall park any commercial vehicle without the prior written consent of the Board of Trustees. No unregistered, uninsured or inoperable vehicles shall be on the property. All vehicles shall be parked in spaces and areas designated by the Declarant or by the Board of Trustees. All vehicles that park in violation of this rule will be subject to towing and storage at the vehicle owner's expense.

18. The common areas and facilities shall not be decorated or furnished by any Unit Owner or resident in any manner without the prior written consent of the Board of Trustees.

19. If any key or keys are entrusted by a Unit Owner or resident or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such unit or any automobile, trunk, or other items of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or Resident, 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.

20. The Board of Trustees, or its designated agent, may retain a pass key to each Unit which shall be provided to the Trustees by the Unit Owner. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a unit without the prior 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.

21. Pets, to the extent allowed, may be kept in any Unit only with the prior registration of same with the Board of Trustees, provided such pets do not create a nuisance. Please refer to the Condominium Master Deed, Declaration of Trust, and Exhibit C and Exhibit D of these Rules and Regulations for additional Pet Restrictions.

22. Except for signs displayed by the Declarant, "For Sale," "For Rent," "For Lease" signs or other displays or advertisements shall not be maintained or permitted in any part of the Condominium or in any Unit therein.

23. Nothing shall be done or kept in any Units or in the common areas and facilities which will increase the rate of insurance of the Condominium without the prior written consent of the Board of Trustees. No Unit Owner or resident shall permit anything to be done, or kept in his Unit, or in the common areas and facilities, 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 areas and facilities.

24. The use of the Units, the common areas and facilities, storage bins and the parking spaces by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners and residents kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners and residents, and neither the Trustees, the Declarant, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility thereof.

25. Each Unit Owner or resident assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees and lessees.

26. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees, but only for good cause shown.

27. Monthly installments of Condominium Fees and related charges are due and payable the first of each month. All Units with balances outstanding as of the fifteenth of each month will be charged a late fee. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit and shall be the personal liability of the Unit Owner.

28. All Unit Owners are required to provide the condominium with the name, address, telephone number, loan number, and contact person of each mortgage holder for their unit. Failure to do so in a timely manner will result in the Trust securing the information from a title search. The cost of ordering, completing, and reviewing said title search will be assessed against the Unit.

These Rules and Regulations may be amended from time to time as provided for in the Trust. The Board of Trustees shall have authority to enforce these regulations through the use of fines, legal action, etc.

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PET RULES AND REGULATIONS

1 As stated in the Master Deed, dogs and cats may only be kept in owner-occupied Units (and not in Units which are leased or rented by their owners), and are subject to an overall limit of two (2) such pets (dog (s)) and/or cat(s)) in a Unit. Any pets allowed by the Condominium Master Deed, Declaration of Trust and

By-Laws must be registered with the Board. The Board may revoke the ability to keep a pet at the Condominium at any time for a violation of these rules or for such other cause which the Board, in its sole discretion, determines that interferes with the rights of other Unit Owners.

- 2 Unit Owners must prevent their pets from becoming a nuisance to other residents, and to that end they must quiet noisy pets and clean up after animals.
- 3 Pets must be kept under the Unit Owner's or Resident's physical control (i.e., leashed or in a box or cage) at all times when on Common Area. COMMON AREA IS ANY AREA OUTSIDE OF YOUR UNIT. Pets may not be left unattended or tied outside. Pet behavior is the sole responsibility of the Unit Owner or resident.
- 4 No pet is allowed to defecate on the Condominium lawns, shrubs, shrub beds or pavement. All pet defecation must be cleaned up by the responsible Unit Owner immediately.
- 5 Pet owners are responsible for any damage caused by their pets. Charges to restore or replace the damaged property will be the responsibility of the pet owner.
- 6 Any resident who witnesses a violation of these rules should send a written complaint to the Trustee(s) and Manager detailing the offense. The complaint must be signed by the resident filing the complaint.
- 7 Upon receipt of a signed complaint, the Trustee or Manager may contact or send written notice of the violation to the pet owner. Pet owners are entitled to review all written notices regarding the pet.

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In order to properly regulate moving, the following procedures must be observed:

- 1 A move is defined as a delivery or removal of large household items which would not fit in a standard passenger automobile.
- 2 Any damage caused by moving vehicles, workers, etc. will be assessed to the Unit Owner.
- 3 Moving will be allowed 8:00 A.M.–6:00 P.M.
- 4 Prior to moving, the following items must be supplied to the Trustee(s) or Manager:
 - A. Completed Unit Owner Data Form for emergency purposes. Any costs incurred by the Trust to secure this information will be assessed against the Unit Owner as a common expense.
 - B. Copies of the executed lease in the case of a rental. All such leases must comply with all provisions of the Condominium Documents.

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UNIT OWNER DATA FORM

1. UNIT OWNER(S): _____ (NOTE: Please

list as they appear on the Unit Deed.)

2. UNIT OWNER(S) ADDRESS: _____

3. UNIT OWNER(S) MAILING ADDRESS: _____

4. UNIT OWNER PHONE NUMBER (DAYTIME): _____

5. UNIT OWNER PHONE NUMBER (EVENING): _____

6. MORTGAGEE(S): NAME: _____ ADDRESS:

_____ LOAN
NO: _____ PHONE

NO: _____

7. OCCUPANT(S): NAME: _____

NAME: _____

NAME: _____ DAYTIME PHONE:

_____ EVENING PHONE:

8. RESIDENT(S): NAME: _____

NAME: _____

NAME: _____ DAYTIME PHONE:

_____ EVENING PHONE:

9. RESIDENT VEHICLE INFORMATION: TYPE: _____ TYPE:

_____ COLOR: _____ COLOR:

_____ MODEL: _____ MODEL:

_____ LICENSE PLATE NO: _____ LICENSE PLATE

NO: _____

10. DESCRIPTION OF PET(S): _____

EXHIBIT G

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INSURANCE PROCEDURES

Master Policy: The Condominium Trust, as stated in the Declaration of Trust, maintains a Master Policy of casualty and physical damage insurance covering both common areas and facilities and the Units.

A certificate of the coverage maintained on behalf of the Association can be secured by contacting the current Insurance Agent for the Condominium. When you call, you should have the following

information available in order to expedite your request:

- 1) Unit Owner's Name or New Buyer's Name
- 2) Number of Unit
- 3) Mortgagee name and complete mailing address
- 4) Loan or reference number

Home Owner Policy: Each Home Owner is required to carry his or her own homeowner's policy, commonly known as an HO6 Policy. It is the sole responsibility of each individual Condominium Unit Owner to insure his/her own personal effects/contents, personal liability, and coverage for the Association's deductible.

A Unit Owner's insurance agent or advisor is also likely to recommend that the basic HO6 Policy be endorsed to add HO32 which extends perils insured against from a "named peril" basis to so called "all risk" coverage (although some limitations still remain), and also HO35— Loss Assessment Coverage.

These comments are intended as a guide for Unit Owners to assist them in developing a proper personal insurance program. It is recommended that all Unit Owners review their own personal insurance requirements with their insurance agent or advisor.

Investor Units: Liability insurance is the responsibility of Unit Owners. Investors should also secure coverage for rent loss in the event that a Unit becomes uninhabitable, as well as relocation of tenants in the event of a casualty loss. It is also recommended that tenants purchase a renter's policy.

Insurance Claims Against The Master Policy: The following steps should be followed when damage occurs in a unit in excess of the Association's Master Policy Deductible.

1. Identifying Master Policy Claims: When a Unit Owner reports damage, a note will be made to the file. The damage will be inspected to assess the approximate cost of the damage. The Unit Owner should also notify his/her own insurance agent. The Unit Owner is responsible for the Association Master Policy Deductible for items covered by the Master Policy and is also responsible for all personal property, rent loss, and any other losses not covered by the Master Policy. If the damage to areas covered by the Master

2. Processing a Master Policy Claim: The following is a simple guide to filing a claim against the Master Policy.

a. Report the damage immediately to the Trustee(s) or management agent. Failure to report claims promptly may result in the claim being denied by the insurance carrier. The Association will not honor claims that are denied by the carrier because of failure to report in a prompt fashion. Unit Owners should also notify their own insurer or agent at the same time.

b. The Trustee(s) or management agent will notify the Association's insurance agent of the loss. Should immediate repairs need to be made in order to insure the safety of Unit occupants, the Trustee(s) or management agent will attempt to secure approval for these repairs from the insurance carrier, although no assurance can be given that such approval will be obtained.

c. The Trustee(s) or management agent will instruct the Unit Owner to secure bids to repair the damage. These bids are to be submitted to the Trustee(s) or Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner's signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with his/her own carrier.

d. During the bidding and damage assessment process, the Unit Owner must work closely both with the Trustee(s) or management agent and the Master Policy insurance adjuster in order that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes but is not limited to making the Unit available for inspection, securing additional bids should the insurance adjuster request it, and promptly responding to requests made by the insurance adjuster and/or the Trustee(s) or management agent. The Board will not be responsible for the timeliness of insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.

e. In the event there is a dispute, the final approval of costs rests with the insurance carrier. The Trustee(s) or management agent will work with the Unit Owner and insurance company during this period to finalize the scope of work.

f. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence work. Unit Owners may ask that the Association request payment of the claim in order that the Unit Owner has funds to initiate restoration work. If the insurance carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the Unit Owner. The Trust generally will not release more than 50% of the total claim prior to the signing of a Release by the Unit Owner.

g. Final payment will be made when:

- i. The insurance adjuster has had the opportunity to inspect all repair work.
- ii. The Association has received the final payment from the insurance carrier.
- iii. The Unit Owner has signed a Release.