

## **EXHIBIT B**

### **THE 51-55 CHANDLER STREET CONDOMINIUM TRUST**

#### **RULES AND REGULATIONS**

The Condominium has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the Condominium Trust responsible for the administration, operation and maintenance of the Condominium, have adopted the following Rules and Regulations. These Rules and Regulations shall apply to all Unit Owners, their family members, guests, invitees and tenants.

#### **I. Use of Unit**

1. No Unit Owner shall do or permit to be done anything in or about his or her Unit which will interfere with the rights, comfort, or convenience of other Unit Owners, it being the intent that The 51-55 Chandler Street Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.
2. Each Unit Owner shall keep his or her Unit to which he or she has sole access in a good state of preservation and cleanliness, including such appurtenant areas such as decks porches or patios.
3. No Unit Owner shall keep in his or 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 any portion of the common elements except areas as may be designated by the Trustees and allowed by the Fire Department of the Town of Tewksbury.
4. No electrical device creating unusual electrical overloading may be used in a Unit without permission from the Trustees.
5. Unit Owners, or tenants, shall not cause or permit anything to be hung, affixed, attached, or displayed on the outside of windows, or placed on the outside walls, porches, decks, patios or doors of the Building and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors, roof deck or any part thereof or exposed on or at any window. All blinds, drapes or other such window coverings shall as to the portion of such coverings exposed to the outside of the Building be of a white or near white color in order to maintain a uniformity of appearance of all Units as viewed from the exterior of the Building.
6. Nothing shall be done in any Unit or in, on, or to the common areas or facilities which will impair the structural integrity of the Building or which would structurally change the Building.
7. Garbage and refuse from the Units shall be disposed of only in such manner as the Trustees may direct and all in accordance with any municipal regulations or laws relative

thereto.

## **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 at the sole risk of the person storing the materials.

2. Nothing shall be hung from the windows, decks, porches or patios, or placed upon the windowsills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, porches or decks. No clothes, sheets, blankets, laundry, or any other kind 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 or common facilities of the Condominium except in designated trash storage areas, nor shall common areas or common facilities be used for the general storage of personal property. No articles of personal property including shoes or boots shall be left in areas outside a Unit.

3. Other than chairs, 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 patios, decks, yard areas, driveways, and appurtenances except with the approval of the Trustees.

4. The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common areas and facilities caused by such Unit Owner or by his or 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 therefor.

5. There shall be no repairing of motor vehicles in any portion of the common areas and facilities.

6. There shall be no planting of flowers, trees, shrubs, fruits or vegetables nor other form of gardening or other horticultural activities conducted by any Unit Owner in any portion of the common areas and facilities of the condominium without first obtaining the written approval from the Board of Trustees.

7. The decoration of any, porches, decks or patios with potted plants, hanging plants and the like shall be permitted but only having first obtained the written approval from the Board of Trustees.

8. No Unit Owner may alter, screen or otherwise enclose any porch, deck or patio appurtenant to a Unit except with permission of the Trustees.

### **III. Actions of the Unit Owners.**

1. No noxious or offensive activities shall be carried on in any Unit, including the creative 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 any Unit or the Building by him or her, his or her family, his or 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. No Unit Owner shall play upon, or suffer to be played any musical instrument or operate, or suffer to be operated, a phonograph, television set, or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the Town of Tewksbury and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. Unit Owners shall be held 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 the Building, 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 or her Unit, or in the common areas or common facilities which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed 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 the Building or the property contained therein.

3. Damage by fire or accident affecting the Unit, common areas or common facilities, or the liability of the Unit Owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.

### **V. Motor Vehicles**

1. The outdoor parking areas, shall not be used for any purpose other than to park duly registered, operable passenger automobiles excluding specifically trailers or boats and trucks and commercial vehicles unless same are on the premises for business purposes conducting repairs or

work in a Unit or the Building. No automobile shall be parked in such manner as to impede or prevent ready-access to another owner's parking space. In the event the Master Deed contains stricter requirements, the terms of the Master Deed shall control.

2. Except as may provided in the Master Deed, no unregistered automobiles or other vehicles may be stored or parked on any of the common areas of the Condominium.

## **VI. General**

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 designed or designated.

## **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. No Unit Owner shall send any employee of the Trust out of the Condominium or on any private business of the Unit Owner.

3. 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.

4. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and the Trustees accept no responsibility for any payments made to unauthorized persons.

5. These Rules and Regulations (including the rules and regulations relating to recreational facilities of the Condominium) 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.

**END**