

To: All Unit Owners

From: Brookmeadows of Stoneham Condominium Board of Trustees

Date: August 1, 2017

RE: Adopted Rules & Regulations of the Trust

Attached you will find a copy of the newly adopted Rules & Regulations, certified by the Board of Trustees of the Brookmeadows of Stoneham Condominium Trust, as of July 01, 2017, filed with the Middlesex South Registry of Deeds on July 17, 2017. They replace all previously written Rules & Regulations and are legal documents which all residents are urged to review.

Unit Owners with tenants are expected to include copies of these Rules & Regulations as part of every lease that is signed. The tenants should acknowledge they have received, read and understand the contents of these documents.

The Board of Trustees and Management advise all residents read these Rules & Regulations and become familiar with all the changes/additions that have been made. If you have any questions please contact Management at 508-820-0067.

*Delivered as attachment to the Trust's Rules & Regulations
August 2017*


BROOKMEADOWS OF STONEHAM CONDOMINIUM TRUST
SEE BOOK 14754 PAGE 400
RULES AND REGULATIONS

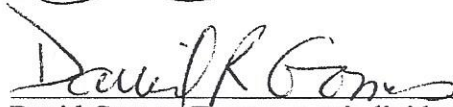
As Revised July 2017

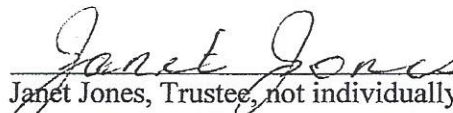
We, the undersigned, being the majority of the Board of Trustees of Brookmeadows of Stoneham Condominium Trust u/d/t dated May 20, 1981 and recorded in Middlesex South Registry of Deeds, in Book 14754, Page 400 which Trust is the organization of Unit Owners of the Brookmeadows of Stoneham Condominium, a condominium established pursuant to General Laws Chapter 183A by the recording of a Master Deed dated May 20, 1981 with the Middlesex South Registry of Deeds (the "Registry") in Book 14754, Page 400 do hereby certify that the Board of Trustees, in accordance with the powers set forth in Section 5.1 of said Trust, adopted the Rules and Regulations attached hereto on July 1, 2017. [These Rules and Regulations supersede and supplant those adopted prior hereto.]

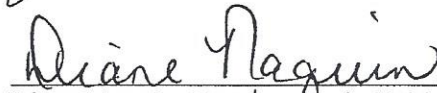

Mary Ann Gorrie, Trustee, not individually

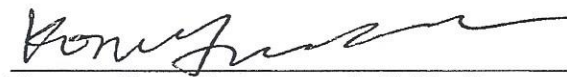

Pamela Dickinson, Trustee, not individually


Lou Galise, Trustee, not individually


David Gomes, Trustee, not individually


Janet Jones, Trustee, not individually


Diane Naquin, Trustee, not individually


Konwen Yuen, Trustee, not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 29 day of June, 2017, before me, the undersigned notary public, personally appeared Mary Ann Gorrie, Pamela Dickinson, Lou Galise, David Gomes, Janet Jones, Diane Naquin and Konwen Yuen proved to me through satisfactory evidence of identification, being: driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as Trustees of said Brookmeadows of Stoneham Condominium Trust.

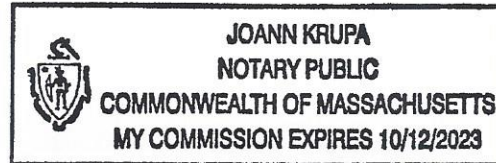
JoAnn Krupa

Notary Public

My Commission Expires: 10/12/2023

Print Notary Public's Name: JoAnn Krupa

Qualified in the State/Commonwealth of Massachusetts



BROOKMEADOWS OF STONEHAM CONDOMINIUM TRUST

RULES AND REGULATIONS

As Revised July 2017

The Trustees of Brookmeadows of Stoneham Condominium, responsible for the administration, operation and maintenance of the Condominiums, pursuant to the By-Laws of the Condominium Association, have adopted the Rules and Regulations as detailed in the attached pages. The Rules and Regulations are intended to help both owners and tenants in understanding what it means to live in this condominium community.

As By-Laws are legal documents, residents are urged to acquaint themselves with the Master Deed and the Declaration of Trust of the Condominium.

1. No Obstruction of Common Areas: Unit Owners shall not cause, nor shall they suffer obstruction of Common Areas and Facilities except for storage in any assigned storage areas or except as the Trustees may in specific instances expressly permit.
2. Radios, TV's, Phonographs, Musical Instruments: The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down between the hours of 9:00 p.m. and 9:00 a.m. and shall at all times be kept at a sound level which will not annoy the occupants of neighboring units.
3. Abuse of Mechanical System: The Trustees may charge to a unit owner any damage to the mechanical electrical or other building service system of the condominium caused by such unit owner, his family members, guests, invitees or tenants.
4. Rentals/Off-Site Unit Owners: Unit owners that lease their unit are required to abide by the following terms:
 - a. The terms of the lease and any renewal or extension shall be for a period of not less than twelve (12) months. Each renewal or extension shall be deemed a new rental period and requires a new lease.
 - b. All leases, renewals or extensions shall have a clause signed by the tenant acknowledging receipt of the Condominium Rules & Regulations and that he/she has read and understands the same.
 - c. All leases shall contain the name, address and telephone number of the person or entity who shall oversee the maintenance and repair of the Unit. Ultimate responsibility is that of the Unit Owner and not the Condominium Trust or its Management Company.
 - d. Off-site owners are responsible for ensuring that their unit occupants abide by the Condominium Rules & Regulations as they affect the rights, comforts or convenience of other unit owners or occupants throughout the property.

- e. In the event of the imposition of any fine or penalty incurred by the Association in enforcing its rights (including but not limited to eviction), the unit owner shall be liable for these costs.
 - f. A copy of the executed Lease and Resident Questionnaire must be provided to the Board of Trustees within seven (7) days of the effective date of the lease. If not supplied within seven (7) days, a fine of one hundred (\$150.00) dollars will be assessed to the unit owner. An additional fine of one hundred (\$150.00) dollars will be assessed every month thereafter until the information is provided as requested.
5. Move In/Out: Moving must be completed every evening no later than 8:00 p.m. except with approval from the Board of Trustees. An administrative move-in fee in the amount of fifty (\$50.00) dollars shall be posted to the Unit account whenever a resident or Unit Owner moves into a unit. In addition, an administrative move-out fee in the amount of fifty (\$50.00) dollars shall be posted to the Unit account whenever a resident or Unit Owner moves out of a unit.
6. Smoking: Any type of smoking is strictly prohibited within all inside common areas including, but not limited to, the foyer, lobby, stairwells, hallways and elevators.
7. 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, employees, agents, visitors and licenses, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
8. Use of Common Areas: Recreational use of any kind is prohibited in the Common Areas, including but not limited to the dumpsters, hallways, elevators, landscaping and parking lots.
9. Balconies and Patios: Balconies and patios shall be kept in orderly fashion at all times:
- a. The only items permissible on the balconies and patios are outdoor furniture, bicycles and plants. No clothes, sheets, blankets, laundry, mops, brooms, ladders, coolers, building supplies, trash, non-outdoor furniture are allowed.
 - b. Objects shall not be placed on or hung from the balcony railings or in any other manner placed such that there would be reasonable risk of the object falling from the balcony or patio.
 - c. Hanging plants must be positioned inside the balcony, not hung over the railing. Planters must be positioned on the inside of the balcony railing.
 - d. No balcony or patio shall be decorated, enclosed or covered by an awning or otherwise without prior written consent of the Trustees.

- e. No items of personal property may be stored on the balconies, patios, and/or driveways except for items, which are intended to be used specifically in connection with those areas.
- 10. Grills: No storage or use of grills and/or hibachis of any kind are allowed on the property including balconies and patios.
- 11. Residential Use: No Unit of the Condominium shall be used for any purpose other than housing. No use shall be made of the Common Areas and Facilities except as permitted by the Trustees.
- 12. Maintenance of Unit: Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Trust. *Unit Owners are responsible for maintenance of their hot water heaters and as of June 2017, a shut off device is required on all new hot water heaters.*
- 13. Insurance Liability: Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the Condominium, or the contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner 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. Uses resulting in an increase of premiums may be made by specific arrangement with the Trustees providing for payment of such increases in insurance costs by the Unit Owner concerned.
- 14. Contractor Insurance Liability: Prior to any repair/renovations being performed in any unit all contractors must provide current certificates of Commercial General Liability Insurance and Worker's Compensation Insurance, if applicable, to the Trust showing specific liability coverage as stated in the Trust's Contractor Certification form and naming the Board of Trustees of Brookmeadows of Stoneham Condominium Trust, its agents, employees and the Brookmeadows of Stoneham Condominium Association as an additional insured. The required amounts of insurance are as follows:

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Annual Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Annual Aggregate
Auto Liability:	\$500,000 combined single limit
Workers Compensation:	\$100,000 Per employee bodily injury by disease
	\$500,000 Bodily injury by disease policy limit
	\$100,000 Per employee bodily injury
- 15. Antennas: Outside Fixtures: Unit owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium and no sign, awning,

canopy, shutter or radio shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or at any window, without the prior consent of the Trustees. Except for exclusive use limited common areas and the interior of units, no television antenna and/or satellite dish shall be affixed to the exterior walls or doors, roofs, or any part thereof, without the prior consent of the Trustees.

16. Clotheslines and Laundry: No clothes, clothesline, sheets, blankets, laundry of any kind or other articles shall be hung out of a unit or exposed on any part of the Common Areas, Limited Common Areas and Facilities. The Common Areas, Limited Commons Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.
17. Air Conditioner Covers: All A/C covers must be uniform across the property in one of two forms: from the manufacturer made specifically for the type/model installed in the unit or be of a clear coat plastic such as found in a window insulator kit. Duct tape to secure the cover is permissible around the edges of the unit.
18. Parking: Unit owners/residents are provided deeded parking spaces and are not permitted to park in visitor parking. Visitor parking is for the exclusive use of guests of unit owners/residents. Unit owners/residents found in violation of this rule will be subject to one hundred (\$100) dollar fines and/or towing.
 - a. Guests are allowed to park in visitor parking for a maximum of three (3) consecutive days. Vehicles parked for more than three (3) consecutive days will be subject to towing.
 - b. Unit owners/residents shall not back vehicles into parking spaces which are adjacent to a building. All such vehicles must be parked front in.
 - c. Both commercial and recreational vehicles are prohibited from parking in deeded spaces or being housed on the property. Commercial vehicles are defined as follows:
 - a. A truck, van or pick-up truck which has items or structures attached to the vehicle or items carried in the bed of a truck or pick-up truck
 - b. Any vehicle which has three (3) or more axles.Recreational vehicles are defined as campers, trailers, RVs, boats. The Board of Trustees retains the final right to determine which vehicles are commercial/recreational.
 - d. No washing or repairing of automobiles shall take place within the Condominium. The exception being only replacing a dead battery, jump starting or changing a flat tire in order to move a vehicle.
 - e. Any vehicle leaking oil or other fluids, which are considered harmful to the parking surface or environment, must be removed from the property until repaired. The Unit Owner/resident shall be responsible for any such damage caused by their vehicle.
 - f. Neither the Trustees nor the Trust shall be liable for any damage to, or loss, destruction or theft of, a Unit Owner, resident and/or guest's vehicle on the property.

- g. Unauthorized vehicles and vehicles parked in violation of these Rules and Regulations shall be subject to towing at the expense of the vehicle owner in accordance with Massachusetts G. L. 266§20D.
 - h. All vehicles must be cleared and moved after every snow storm to facilitate snow removal operations as detailed in the snow guidelines which are distributed to all residents in November.
 - i. The parking rule is posted in the elevator of each building, said posting is considered the first warning.
19. Unregistered Vehicles: No unregistered vehicles of any kind shall be kept in or stored in any parking space or common area of the property.
20. Signs/Sales: "For Sale", "For Rent", "For Lease" signs or other window displays of advertising shall not be maintained or permitted in any part of the Condominium in any Unit therein, nor shall any Unit be used or rented for transient, hotel or motel purposes regardless of whether or not money is paid for such use. Yard sales, tag sales, estate sales, flea markets or similar sales are prohibited at the property. The only exception to this rule is for "open house" signage during the realtor's open house hours.
21. Common Area Doors: The common areas entrance doors are not to be left open or propped open but are only to be opened and closed when individuals are entering and exiting the building. Unit owners/residents must know who they are letting in the buildings.
22. Alteration of Common Areas and/or Units: Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the building or which would structurally change the building except as may be permitted upon approval of the Board of Trustees in accordance with the by-laws.
- Nothing shall be altered or constructed in or removed from the common areas, limited common areas and facilities except upon prior written consent of the trustees. The common areas and facilities shall not be decorated or furnished by any unit owner in any manner without the prior written consent of the Trustees.
23. Rubbish Disposal: Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep, throw or permit to be swept or thrown from doors and windows thereof, any dirt or other substance. All unit owners/residents and their guests are responsible to breakdown boxes prior to disposal in dumpsters and recycle bin. All unit owners/residents and their guests are required to properly dispose of trash and recycling materials in the dumpsters and recycle bin leaving the dumpster area clean of loose trash and debris. Trash shall not be left outside any Unit in the common area hallway or on a balcony or patio.

24. Electrical Appliances: All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by a radio, television, or other electrical equipment in such Unit.
25. Entry by Management: The agents of the Trustees or the managing agent, and any contractor or workman authorized by the Trustees or the managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of an emergency) for the purpose of inspecting such Unit and taking such measures as may be necessary to control or exterminate vermin, insects, or other pests or to correct any emergency situation or any situation which is causing damage to another unit or the common element.
26. Trustee Indemnity: If any key or keys are entrusted by a unit owner or occupant or by any member of his family or by his agent, employee, licensee or visitor to an employee of the Board of Trustees, whether for such unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner or occupant, 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.
27. Keys: The Board of Trustees, or its designated agent, must retain a duplicate key to each unit. No unit owner shall alter any lock or install a new lock in any door of a unit without the 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. Failure to provide the Board of Trustees with a key within seventy-two (72) hours after being requested shall result in a fine being applied to the unit owner's account in the amount of seventy-five (\$75.00) dollars.
28. Exterior Appearance: Nothing shall be hung from the windows or placed upon the window sills such as but not limited to: sheets, cardboard, wood. Rugs or mops shall not be shaken or hung from or on any of the windows or doors. The foregoing shall not, however, interfere with the right of the Unit Owners to select proper treatments such as draperies, shades and blinds for their Units.
29. Storage of Combustibles: No Unit Owner or occupant or any of its agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in the Unit or garage any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.

30. Trustee Liability: The use of the Units, the Common Areas and Facilities, the storage areas, decks and patios and the parking spaces by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Unit themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Seller, nor their respective agents, employees, and successors or assigns, shall bear any responsibility therefore.
31. Guests: Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, employees, licensees, and lessees.
32. Amendment of 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. The Rules and Regulations may be amended from time to time by the Trustees. The Rules and Regulations may be amended from time to time as provided in the Declaration of Trust.
33. Common Area Fees: Common area fees are due on the 1st of the month and considered late after the 15th of the month. Unpaid fees are subject to a fifty (\$50.00) dollars late fee after the 15th of the month.
34. Complaints: All complaints of violations of The Rules and Regulations, Declaration of Trust, Master Deed or any relevant provisions of the Condominium Statute must be made in writing, signed by the person complaining of the violation and forwarded to the Board of Trustees at the address of the property manager. The person who is the subject of the complaint shall have the right to review such complaints.
35. Wild Life/Bird Feeders: Due to concerns for sanitary and hygiene issues as well as damage caused to the property, there shall be no feeding of birds or other wild life or placement of bird feeders on any of the common areas and facilities of the Brookmeadows of Stoneham Condominium including by way of example and not in limitation, balconies, patios and grassy areas.
36. Pet/Companion Animals: Brookmeadows is a pet friendly community; and in order to meet the requirements of applicable laws for animals that ensure the enjoyment of the community for all; the Pet Rules are clarified and updated as follows:
No more than two (2) pets, one dog and/or one cat, are allowed in each unit. No animals can be kept, bred, fostered or maintained for any commercial purposes.
 - a. All pets must be registered and owners must complete an application form with the management office prior to pet acquisition or unit occupancy.
 - b. An administrative dog maintenance fee shall be posted to the Unit account on a yearly basis whenever a registered dog resides in the Unit.
 - c. Pets are to be walked on hand held leashes. Animals are to be curbed and not allowed to relieve themselves on lawn, trees, plants or shrubs.

- d. The dog walk area is located behind buildings 133 and 137 abutting the high school fence. Persons who walk pets are responsible for immediately cleaning up after their animal and discarding securely bagged pet droppings in the trash. Cat litter may not be disposed of in toilets.
- e. Pets must be confined to the owner's unit and must not be allowed to roam free, or be tethered outside. Pets may not be confined to common areas by chains, anchors, ropes or the like and may not be left unattended on patios or balconies.
- f. Pet caregivers/owners are responsible for any damage or injury caused by their pets. Charges to restore or replace the damaged property will be the responsibility of the pet owner. Owners are responsible for the pets of guests who visit their unit and such pets are subject to the same rules and regulations as resident pets. Owners who rent/lease their unit are liable for any violation of pet rules and regulations by their tenants.
- g. No pet shall be allowed to become a nuisance or create unreasonable disturbance.
- h. Notwithstanding any other provisions herein, disabled individuals, as defined by the Americans with Disabilities Act: Massachusetts Ch. 151(B) and the 1988 Amendment to the Fair Housing Amendments Act, may keep assistance animals in their Unit.
- i. Pet owners shall indemnify the association, defend and hold it harmless against loss or liability of any kind arising from their pets.

Examples of nuisance/offensive behavior for the purposes of this paragraph are:

- a. Pets whose unruly behavior causes personal injury or property damage.
- b. Pets that make noise continuously or incessantly for a period of 30 minutes at any time day or night.
- c. Pets in common areas that are not under the complete physical control of a responsible human.
- d. Pets that relieve themselves on walls/floor of common areas including trees or lawn.
- e. Pets that exhibit aggressive or otherwise dangerous or potentially dangerous behaviors.
- f. Pets that are conspicuously unclean or parasite infected

Enforcement:

- a. Any resident or agent observing an infraction shall discuss the infraction with Management. Management will notify the pet owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing and presented to the BOT. If the BOT agrees, Management will send a written notice of the violation/warning to the pet owner. The pet owner may review any complaint.
- b. Residents in violation of these rules are subject to a fine of one hundred dollars **(\$100.00) per infraction**. If, upon three (3) violations the problem is still unresolved, the BOT will make arrangements for a hearing and possible removal of the pet from the property. If, however, the nature of the complaint involves personal injury or the immediate threat thereof, arrangements for an

immediate hearing may be made. If such a pet is determined to be a nuisance or danger to the community and its residents, the BOT has the sole authority to require the permanent removal of such pet.

- c. If removal is so determined, the pet caregiver will have ten (10) days to remove the pet from the property. The BOT has the authority to assess and collect fines from the owner for violations of the pet rules, and assess and collect amounts necessary to repair or replace damaged area or objects. Any legal costs will be assessed to the owner pursuant to G.L.183A§6 and shall be collectible as a common area assessment.

37. Violations: Violations of any rule or regulation or the breach of any provision of The Declaration of Trust, By-Laws, Master Deed or the offending Unit Owner's unit deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by the appropriate legal proceedings, either at the law or in the equity (or both) the continuation of any such breach. In addition to the foregoing and not in substantiation thereof the trustees shall have the power to levy fines constituting a lien on the unit for such violations. Each day the violation continues shall be considered a new violation. Collection of the fines shall be enforced against the involved as a common area assessment owed by the unit owners and shall be enterable as a common expense pursuant to G.L. 183A§6C. A unit owner who has received a fine may, within ten days of the date of the notice, apply in writing to the Board of Trustees requesting the opportunity to appear in front of the Board and to show cause why the fine should not be levied. The failure of the unit owner to attend a scheduled show cause hearing will operate to waive the unit owner's right to such hearing and the fine as imposed shall remain as assessed. Any resident who violates The Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws and Master Deed or The Unit Deed, as the same may be amended from time to time or is responsible for any such violation, shall pay all costs and expenses incurred by the Trust, including without limitation attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws and Master Deed or the said Unit Deed. Any payments received shall be applied toward attorney's fees, costs and fines before being applied to the satisfaction of any other obligation.

Any resident who violates the aforementioned Rules and Regulations, or the Provisions of The Declaration of Trust, By-Laws and Master Deed or the Unit Deed, is subject to specific actions as follows:

1 st Offense	Written Warning
2 nd Offense**	\$50.00 Fine
3 rd Offense**	\$50.00 Fine
Continuing Offense**	\$50.00 per day violation continues to exist

**The fine amount will change where a fine for a particular offense is larger and is specified directly in the rule.

Rules and regulations violations can vary in intervals of one day up to an indefinite amount of time generally the time between violations is thirty (30) days.

Unpaid fines are subject to a fifty (\$50.00) dollars late fee after thirty (30) days from issuance.

The Board reserves the right to increase the fines in the sole exercise of its discretion if it determines that the violation is of such nature that a larger fine is appropriate.