

FRENCHMAN'S RESERVE CONDOMINIUM

RULES AND REGULATIONS

1. No part of the Condominium shall be used for any purposes except those set forth in the Master Deed as may be amended.
2. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Trustees of the Trust (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Trust. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any Common Area or Facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Trust and Master Deed.
3. 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 Buildings of the Condominium (the "Buildings"), or contents thereof, applicable for those uses permissible under the provisions of the Trust and Master Deed, 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 Buildings or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.
4. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Buildings or Units, and no sign, with the exception of those signs expressly permitted under the Trust, awning, canopy, shutter, satellite dishes, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior written consent of the Trustees.
5. No animals, reptiles or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the Common Areas and Facilities, except that:
 - (a) Unit Owners may keep in the Units dogs, cats or other household pets (hereinafter collectively, "household pets") after securing written permission from the Trustees, which permission will not be unreasonably withheld.
 - (b) The Trustees may insist upon any Unit Owner not keeping a pet that the Trustees, in their sole judgment, determine interferes with the rights of other Unit Owners.
 - (c) Household pets permitted pursuant to (a) above shall be subject to the following Rules and Regulations:
 - (1) Such pets may not be kept, bred or maintained for any commercial purposes;
 - (2) All household pets shall at all times wear identification tags as required by the Town of Andover.
 - (3) Except as permitted in clause (4) below, household pets shall not be permitted outside of a unit unless leashed or carried. No pets shall be on

any grass or garden plot, or in any other portion of the Common Areas and Facilities unless leached or carried;

- (4) Owners of household pets shall be permitted to walk such pets on a leash only in the pet's owner's limited common area or common common area of the condominium that is not the limited common area of another unit, provided however, that the Trustees may limit pet relief areas to areas specified as such by the Trustees;
- (5) All wastes generated by such household pets in or on any portion of the Common Areas and Facilities, limited common areas, or in any Unit shall be immediately removed and properly disposed of through the use of a "Pooperscooper" or other similar means by the Owner of such household pet;
- (6) Each Unit Owner keeping or allowing such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit or the Common Areas and Facilities, is offensive or causes or created any nuisance or unreasonable disturbance or noise shall be:
 - (i) assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
 - (ii) required by the Trustees to permanently remove such pet from the Condominium upon three (3) days written notice from the Trustees.
- (7) Upon the receipt of written notification of any Unit Owner as to the violation (the "Pet Violation Notification") of the provisions of this Section (collectively the "Household Pet Provisions"), or upon the Trustees' own initiative, the Trustees shall, with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the specific nature of such violation, including, time, date and location, and the Trustee's authority to levy fines for violating the Household Pet Provisions (the "Household Pet Violation Letter").

Upon receipt of a second Household Pet Violation Notification with respect to any Unit Owner who has previously been sent a Household Pet Violation Letter by the Trustees, the Trustees shall impose a fine of \$25.00 for each day (or part hereof) such violation continues, or, in their sole discretion, may arrange for repair and clean-up at the violating Unit Owner's expense. Unpaid repair and clean-up charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator of the Household Pet Provisions pursuant to the provisions of Section 6 of Chapter 183A.

6. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:
 - (a) May be or become an annoyance or nuisance to the other Unit Owners or occupants.
 - (b) Will interfere with the rights, comforts or conveniences of other Unit owners,

- (c) May or does cause damage to any other Unit or to the Common Areas and Facilities, or
- (d) Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such Unit Owner such costs.

The volume of television sets, radios, phonographs, and musical instruments shall be turned down after 10:00 P.M. and shall at all times be kept at a sound level to avoid bothering the neighbors.

- 7. All draperies, window treatments and window coverings in each Unit shall be lined with a neutral material or shall be neutral on the facing visible from the exterior so that, when closed or drawn, the appearance of the window from the exterior of the Unit shall be neutral.
- 8. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of the windows or sliding doors of, or on the deck or terrace adjacent to, any Unit or exposed on or in any part of the Common Areas and Facilities, and no clothes lines shall be erected or maintained on or over any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.
- 9. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except with the prior written approval of the Trustees.
- 10. No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written approval of the Trustees.
- 11. Each Unit Owner shall keep his Unit and any Common Areas or Facilities, the exclusive use of which is provided to said Unit, in a good state of preservation and cleanliness. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing system of any of the Buildings resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.
- 12. 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 any radio, television, or other electrical equipment in such Unit.
- 13. No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any Unit without the prior written approval of the Trustees.
- 14. Any maintenance, repair or replacement of Common Areas and Facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust

shall be done only by contractors or workmen approved in writing by the Trustees prior to the start of any such work.

15. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, 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.
16. If any key or keys are entrusted by a Unit Owner or occupant or by any member of this family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Trustee, agent or employee of the 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 such Trustee, agent, employee and the Trustees shall not be liable for injury, loss or damage resulting therefrom or connected therewith.
17. The Trustees, or their designated agent, may 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 written consent of the Trustees. In ease such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to its right of access to the Unit.
18. All personal property of the Unit Owners in the Unit, or the Common Areas and Facilities, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, or Trustee if there be only one, nor their respective successors or assigns, shall bear any responsibility therefor.
19. No boats, boat trailers, other trailers, mobile homes, vans, motorcycles, trucks or commercial vehicles shall be permitted at the Condominium without the prior written consent of the Trustees; subject, however, to the requirement that any such vehicles shall be parked in the specific Parking Areas designated by the Trustees. No vehicle which cannot operate on its own power shall be permitted on the Condominium property. Storage of any kind is not permitted in the Parking Areas or any other Common Area. Each Unit Owner shall be responsible for any damage caused by such Owner's vehicle, and shall pay for the costs of any clean-up or repairs.
20. Each Unit Owner assumes responsibility for his or her own safety, actions, and conduct, and that of his or her family, guests, agents, servants, employees, licensees, lessees and household pets.
21. All personal property of the Unit Owners, or any other occupant of a Unit, in the Units, storage areas, if any, designated by the Trustees, Parking Spaces, and elsewhere in the Condominium, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or occupant, and the Trustees shall not bear any responsibility therefor.
22. Upon the receipt of written notification of any Unit Owner as to the violation of any of these Rules and Regulations, or upon the Trustees' own initiative, the Trustees shall with respect to the first such violation, send a letter to the offending Unit owner which sets forth the text of the Rule or Regulation having been violated, together with a description of the date, time, place and nature of such violation, and the Trustees' authority to levy fines for violating the provision of the By-Laws and these Rules and Regulations. Upon receipt of a second violation notification with respect to any Unit Owner who has previously been sent a violation letter by the Trustees, the Trustees shall impose a fine of \$25.00 for each day (or part thereof) such violation continues, or the Trustees, in their

sole discretion, may arrange to remedy the violation at the violating Unit Owner's expense. All such fines, including those levied under Section 5 hereunder, shall be cumulative. Remedial charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator pursuant to the provisions of Massachusetts General Laws, Chapter 183A, Section 6, and shall bear interest at the rate of one and one half (1 1/2%) percent per month.

23. Unit Owners may not rent any Unit for transient purposes nor may they display "For Rent" or "For Sale" signs nor may they place displays or advertising in windows or decks, landings or terraces, or the exteriors of such Units.
24. Use of the "Limited Common Area" OR "Exclusive Use Common Area" adjacent to each Unit as shown on the Site Plan with Master Deed shall be restricted solely to the following: Foundation plantings of flowers and shrubbery, subject to the approval and consent of Trustees, which approval shall not be unreasonably withheld. No Unit Owner, invitee, guest, or family member of a Unit Owner, shall have the right to enter upon any Limited Common Area other than established hereby as exclusive easement in favor of such Unit Owner.
25. Garage doors shall be kept closed at all times except for entrance and exit of vehicles, moving and delivery purposes.
26. Outdoor Grill. Upon receipt of written consent of the Trustee, a gas grill may be permitted on the decks and patios of Units at least 5 ft. from the building, provided that the Unit Owner complies with all Federal, State and Local laws, regulations and ordinances relating to same. In no event shall charcoal grills or smokers be permitted in any Unit or Common Area or Limited Common Area of the Condominium.