

RULES AND REGULATIONS
of
96 OSS�PEE ROAD CONDOMINIUM



2013 00241612

Bk: 62945 Pg: 17 Doc: BY
Page: 1 of 16 11/19/2013 09:45 AM

The Rules and Regulations as set forth herein are incorporated into and made a part of the By-Laws of the 96 Ossipee Road Condominium Trust as established in Declaration of Trust, dated as of November 19, 2013 and recorded herewith (the "Declaration of Trust"). These Rules and Regulations are adopted in accordance with the above-referenced By-Laws and shall remain in full force and effect so long as said condominium is a valid condominium and shall only be amended in compliance with the terms and conditions as set forth herein.

The Rules and Regulations as stated hereunder are in addition to any regulation or restriction as established in the Master Deed, dated as of November 19, 2013 and recorded herewith (the "Master Deed"), the Declaration of Trust and the By-Laws. These Rules and Regulations in no way negate any restriction or guideline as established under any of the existing condominium documents. If a conflict exists between the terms as set forth herein or those contained within the condominium documents, then the more restrictive of the provisions shall supersede the other.

SECTION ONE
USE FOR RESIDENTIAL PURPOSES

Units and all accompanying Limited Common Areas shall be used and occupied by their respective owners only as private, residential dwellings for such owners, their families, tenants and social guests, and for no other purposes whatsoever. The existence of a home office of the type and nature allowed within a residence by the City of Somerville shall not be deemed in violation of these Rules and Regulations, provided such office may not be accessed by clients or members of the general public. No portion of a unit other than the entire unit may be rented, and no unit may be rented for less than twelve (12) months or for hotel or transient purposes. No improper, offensive, or unlawful use shall be made any part of the condominium property, and each Unit Owner, at the owner's expense, shall comply with, perform and fully satisfy all city, state and federal laws, statutes, ordinances, regulations, orders, or requirements affecting the Unit.

SECTION TWO
NUMBER OF OCCUPANTS

Each residential Unit shall be occupied by no more than two persons over the age of eighteen per bedroom as a single-family residence, provided that the Unit Owner shall otherwise comply with any requirements of the City of Somerville.

SECTION THREE
COMMON AREAS TO REMAIN UNOBSTRUCTED

Driveways, walkways, stairways and other condominium areas and facilities of a similar nature must remain unobstructed, and shall be used only for purposes of normal transit. No baby carriages, toys, playpens, bicycles, velocipedes, benches, chairs or other articles shall be placed on any part of the Common Area as defined in the Master Deed, including the front and back yards, except when such articles are in actual use by a Unit Owner or his/her family or guest. Such articles shall be stored within the respective Owner's Unit or in that Unit's designated

Limited Common Area as defined in the Master Deed at all other times, at the Unit Owner's risk. Children shall not be permitted to loiter or play in stairways, driveways, or other condominium Common Areas of a similar nature but not including Limited Common Areas.

**SECTION FOUR
POSTING OF SIGNS**

No owner, occupant or licensee shall post their name or any other notice in any condominium area, except in places provided therefore and no signs of any kind shall be placed in or on windows, doors, terraces, facades, lawns or other exterior surfaces of the building except building permits as required by the City of Somerville during actual construction.

**SECTION FIVE
EXTERIOR APPARATUS**

Under no circumstances shall any television or radio antennas, clothes line, clothes rack awning, or any such device or item be installed on the exterior of any unit or on the Common Areas or be permitted to be hung out of any unit. Air conditioning units of a non-commercial nature are specifically excluded from the restriction of this section.

This section is not intended to prevent Unit Owner's from accessing cable television or cable internet access. Satellite television disks, less than 20 inches in diameter are also permitted under this Section, so long as they are permitted under and installed in compliance with the ordinances of the City of Somerville.

**SECTION SIX
FIRE HAZARDS**

Unit Owners shall not permit or suffer anything to be done or kept in their Units that would increase the rate of fire insurance on the Unit or the condominium as a whole. Smoke detectors consistent with the quality and number as required by the fire department for the City of Somerville must be maintained in each Unit in working order. No Unit Owner, their families, tenants or social guests shall smoke cigarettes, cigars, pipes or the like on the front porch of the Building.

**SECTION SEVEN
NOISE LEVELS**

Residents shall exercise extreme care about making noises or playing music which may disturb other residents. The volume of television sets, radios, stereo systems, high fidelity sound reproduction devices, and musical instruments and the like shall not be operated in any manner which would result in sound emanating therefrom being heard in any other unit or outside of the unit from which the sounds are emanating. Residents shall take reasonable efforts to minimize the emission of sounds from any Unit, including but not limited to the use of carpeting or area rugs in rooms which are not carpeted, to absorb sound. Similarly, no resident shall move

furniture or make repairs to the Unit or perform other activities which might be loud and disturbing to other Units between the hours of 9:00 p.m. and 7:00 a.m.

SECTION EIGHT ARTICLES IN COMMON AREA

The hanging of clothes, sheets, blankets, laundry or other articles from the windows, terraces or facades of the Building, basement, stairways, or other Common Areas (including Limited Common Areas) of a similar nature is prohibited. The cleaning or beating of garments, rugs, or the like from or on the windows, terraces or facades of the Buildings, basement, stairways, or other condominium areas of a similar nature is prohibited. Personal and recreational items including but not limited to baby carriages, toys, playpens, bicycles, velocipedes, benches, chairs or other articles may only be in the yard area while in the active use of a Unit Owner. Such items shall not be left unattended for extended periods.

Unit Owner's shall be permitted to leave one non-commercial outdoor cooking grill and one permanent picnic table with its benches in the rear yard when seasonally appropriate. Said items must be functioning and in good repair, maintained in a neat and orderly fashion.

SECTION NINE GARBAGE DISPOSAL

All garbage and trash shall be disposed of in a sanitary manner in suitable containers provided by the Unit Owner which shall be kept in the area designated for such purpose. Each Unit Owner shall be responsible to maintain the Unit's garbage container(s) in a clean manner, free from pests and tightly closed. Throwing garbage or trash outside of the disposal installations provided for such purposes or onto Common Areas or the right of way is prohibited.

SECTION TEN KEEPING OF PETS

Residents shall be permitted to keep up to two (2) animals, any single pet not to exceed fifty (50 lbs) pounds, and only if such animals do not disturb or annoy another resident. Residents keeping a domestic animal(s) shall abide by the municipal sanitary regulation and shall be responsible for any inconveniencing or damage caused by such animals. Residents may not maintain or permit any kennel or dog run.

SECTION ELEVEN DAMAGE TO COMMON ELEMENTS

Any damage to any Building, equipment or Common Area caused by the moving or carrying of articles therein by a Unit Owner or such Unit Owner's family, visitor or pet shall be repaired by, or at the expense of, the Unit Owner. Such work must be performed timely, in a good and workman-like manner.

**SECTION TWELVE
SERVICE INSTALLATION**

No owner, lessee or licensee shall install wiring, electrical or telephone installation, television antenna, machines or air conditioning units or the like, on the exterior of the condominium, or which protrudes through the walls or roof of the Condominium except as authorized by the unanimous consent of 100% of the beneficial interest of the Unit Owners.

This section is not intended to restrict the Unit Owner's ability to install an additional telephone or cable line within the individual unit. Neither is it intended to impede the Unit Owner's ability to repair or replace the existing, permanent air conditioning units located at the Premises.

**SECTION THIRTEEN
REPAIRS WITHIN A PARTICULAR UNIT**

Each Unit Owner shall promptly perform all maintenance and repair work within each Unit which if omitted would effect any of the common elements, any portion of the property belonging to the other owners, or the project as a whole, and each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. Said work will be performed within the hours established under Section Seven.

**SECTION FOURTEEN
LIMITED COMMON AREA**

Areas of the Condominium that are deemed to be for the use and benefit of only one Unit but are not part of that Unit's floor plan as recorded with the Registry of Deeds for Middlesex South District are deemed to be a Limited Common Area under the Master Deed. Unit Owners shall maintain the Limited Common Areas apportioned to their Unit in compliance with the same terms and conditions set forth herein and in any of the condominium documents as if these Limited Common Areas were a part of the Unit itself. The finishing, refinishing or any other attempt to incorporate a Limited Common Area into the actual square footage of the Condominium Unit shall be prohibited without a vote to approve such a conversion by the appropriate percentage of the Unit Owners/Beneficial Interest under the Master Deed.

**SECTION FIFTEEN
WASHERS**

Any Unit Owner may maintain a non-commercial clothes washer and/or dryer in the Unit. The installation and hook-up of such items, as well as their maintenance and repair shall be the sole responsibility of the Unit Owner owning such an item.

**SECTION SIXTEEN
PARKING**

No Unit Owner, their families, tenants or social guests shall use the parking space of any other Unit Owner without the express consent of that Unit Owner, nor shall any Unit Owner, their family, tenants or social guests block access to the use of the parking space of any other Unit Owner without the express consent of that Unit Owner. No commercial vehicles or trucks larger than a three quarter (3/4) ton truck may be stored or parked in any driveway, excepting by third party contractors or tradesmen temporarily engaged in the maintenance, repair or renovation of a Unit or the Common Areas.

**SECTION SEVENTEEN
NOTICE OF REGULATIONS**

These regulations shall be recorded with the Registry of Deeds for Middlesex South District and a copy shall be furnished to each Unit Owner.

**SECTION EIGHTEEN
AMENDMENT OF REGULATIONS**

These Rules and Regulations may be amended by unanimous consent of 100% of the beneficial interest of the Unit Owners, to amend, repeal or add to these Rules and Regulations from time to time as may be deemed necessary for the safe and efficient maintenance of the condominium and for the comfort and convenience of the occupants. Any such amendment shall be duly distributed to the Unit Owners and recorded with the Registry of Deeds for Middlesex South District.

These Rules and Regulations are adopted by the Declarant while the Declarant is in possession of 100% of the Beneficial and fee ownership of said Condominium. The signatures hereunder acknowledge that the Declarant, in its capacity as Unit Owner(s) and Trustee(s), are in possession of a copy of these Rules and Regulations and they acknowledge that they are responsible to provide their successors, assigns, transferees and tenants with a copy of these Rules and Regulations as they exist, with any amendments thereto, as may from time to time occur in compliance with the provisions hereto.

WITNESS the execution hereof, under seal, as of the 19th day of November 2013.

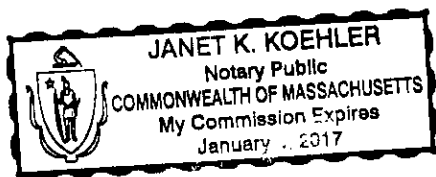
KTA Construction LLC

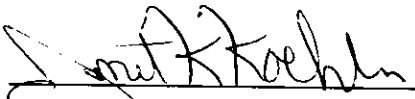
By: 
Frank C. Amato, Manager

COMMONWEALTH OF MASSACHUSETTS

County of Essex

On this day of 19th day of November 2013, before me, the undersigned notary public, personally appeared Frank C. Amato, who proved to me through satisfactory evidence of identification, a driver's license, to be the person whose name is signed on the foregoing instrument and acknowledged to me that he signed it voluntarily, in his capacity as Manager, on behalf of KTA Construction LLC for its stated purpose.



, Notary Public
My commission expires: 1/6/17

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**

**This Page Is
Intentionally
Left Blank**