

SCHEDULE A
Annexed To
DECLARATION OF TRUST
OF
NATICK VILLAGE CONDOMINIUM TRUST

BY-LAW
RULES AND REGULATIONS
FOR
NATICK VILLAGE CONDOMINIUM

1. No part of the Condominium, (the "Condominium"), shall be used for any purposes except those set forth in the Master Deed (the "Master Deed") of even date with and recorded with the Declaration of Trust of the Natick Village Condominium Trust (the "Trust").
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 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 building of the Condominium (the "Condominium Building"), 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 Condominium Building 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 Condominium Building or Units, and no sign, with the exception of those signs expressly permitted under Section 6.7.2 of the Trust, awning, canopy, shutter, or radio or television antenna (except for the master antenna system, if any) 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 their 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 which 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 household pets may not exceed one pet per Unit;
 - (2) Such pets may not be kept, bred or maintained for any commercial purposes;
 - (3) Each Unit Owner keeping such a pet shall submit a picture of the pet to the Trustees; and all household pets shall at all times wear identification tags;
 - (4) Except as permitted in clause (5) below, household pets shall not be permitted on any grass or garden plot, or in any other portion of the Common Areas and Facilities unless carried;
 - (5) Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Trustees, if any, for such purpose;
 - (6) All wastes generated by such household pets in or on any portion of the Common Areas and Facilities or in any Unit shall be immediately removed and properly disposed of through the use of a "pooper-scooper" or other similar means by the Owner of such household pet;
 - (7) 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 creates 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.
- (8) 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 thereof) 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.

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

7. All draperies and curtains in every Unit, as well as any other hanging material, must be fire resistant and in compliance with standards set by the New England Fire Insurance Rating Board, may not be closer than one inch (1") to heating units, and must have a white backing.
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 adjacent to, any Unit or exposed on or in any part of the Common Areas and Facilities, including any fence or screen erected on the perimeter of a Yard Easement, 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 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 contactors 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 his 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 of any nature whatsoever directly or indirectly 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 case 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 Units, 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. The use of the Parking Areas has been restricted as set forth in Section 5(b)(1) of the Master Deed and the By-Law Rules and Regulations. In connection therewith, every Unit Owner shall furnish to the Trustees the license number of all vehicles of all persons occupying his respective Unit. Upon the receipt of written notification of any Unit Owner as to the violation of this paragraph or Section 5(b)(1) of the Master Deed (collectively the "Parking Provisions"), which notification must specify the license number of the vehicle violating the Parking Provisions (the "Parking Violation Notification"), 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 Trustees' authority to levy fines and arrange for towing of vehicles violating the Parking Provisions (the "Parking Violation Letter").

Upon receipt of a second Parking Violation Notification with respect to any Unit Owner who has previously been sent a Parking Violation Letter by the Trustees, the Trustees shall impose a fine of \$25.00 for each day (or part thereof) such violation continues, or, in their sole discretion, may arrange for towing of the vehicle so violating the Parking Provisions at the violating Unit Owner's expense. Unpaid towing charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator of the Parking Provisions pursuant to the provisions of Section 6 of Chapter 183A. The provisions of this Rule 19 shall apply to all violations of the provisions of the Master Deed, Trust or Rules and Regulations which regulate or restrict parking.

20. 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 Declarant until the Operating Event or thereafter 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. No Unit Owner shall wash, repair or otherwise maintain any vehicle in the Parking Areas, and if any such vehicle causes damage to the Parking Areas, for example, by leakage of oil, transmission fluid, or antifreeze, the owner of such vehicle shall cause it immediately to be repaired. Each unit owner shall be responsible for any such damage caused by their vehicle, and shall pay for the costs of any clean-up or repairs. No Unit Owner shall park in any Parking Spaces designated as visitor or guest parking.

No windsurfer, canoe, kayak, sailboat, and no personal property owned by a Unit Owner shall be stored on any part of the Common Areas and Facilities for a period exceeding twelve (12) hours. All such property shall be stored within a Unit or in a storage area designated by the Trustees.

21. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
22. No floor or door mats shall be maintained by any Unit Owner in the common hallway of any Residential Building.
23. 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, Yard Easement Areas, Storage Sheds, 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 or liability therefor.
24. 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 provisions of the By-Laws.

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 Sections 5 and 19 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.

25. Pursuant to the powers granted to the Trustees in Section 5.4.2 of the Trust, any Unit Owner who shall fail to pay common charges assessed to their Unit, which payment is not

received by the Trustees or their designated agent, prior to the due date for payment therefor, shall incur a late charge of twenty-five dollars (\$25.00) or such other amount as the Trustees from time to time deem appropriate (the "Late Charge"). Each payment for common charges not received prior to the due date therefor shall constitute a separate violation hereunder and shall subject a Unit Owner to a Late Charge. All payments of common charges received by the Trustees shall unless otherwise determined be first applied towards the unpaid monthly installment(s) of common charges and late charge(s) outstanding for the longest period of time after the due date for payment therefor.

26. Each Unit Owner shall maintain at all times carpeting in all rooms throughout their respective Units, with the exception of the bathroom and the kitchen.
27. All Storage Sheds and Storage Buildings shall be used in a manner which does not increase the cost of the Condominium's insurance, and no flammable, combustible, explosive, odorous or otherwise objectionable fluid, material, chemical or substance shall be stored therein. The Trustees shall order the immediate removal of any substance which, in their sole discretion, is violative of the provisions hereof or presents any risk of loss or injury.
28. Any consent, permission or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees in accordance with the provisions of the Declaration of Trust, if applicable, and otherwise in their absolute discretion.
29. These Rules and Regulations may be amended from time to time as provided in the Trust.