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Recorded: 05/14/2009 11:47 AM

RANDOLPH PLACE CONDOMINIUM TRUST  
RULES AND REGULATIONS ADOPTED UNDER ARTICLE VII D

OF THE DECLARATION OF TRUST AND BY-LAWS

Reference is hereby made to the Declaration of Trust, By-Laws, and Articles of Association creating the RANDOLPH PLACE CONDOMINIUM TRUST dated February 5, 1987, and recorded with the Hampshire County Registry of Deeds at Book 2911, Page 0017, and thereafter amended (all hereinafter called the "DECLARATION"), which Declaration established the organization of Unit Owners at Randolph Place Condominium pursuant to the provisions of Massachusetts General Laws, Chapter 183A, and the provisions of the Master Deed creating Randolph Place Condominium, dated February 5, 1987 at Book 2911, Page 0001, recorded in said Registry of Deeds. Pursuant to the Article VII, Section D of the By-Laws, the Rules and Regulations of the Randolph Place Condominiums are hereby amended and replaced in full, so that all Rules are incorporated herein.

ONE. Sale of Units. Before any unit may be sold or otherwise conveyed the same shall be offered to the Trustees of Randolph Place Condominium Trust, as set forth in the Master Deed, Paragraph 10, and in the Declaration of Trust, Article VII, Paragraph G of the Condominium Documents. A copy of these Rules and Regulations signed by the proposed buyer(s) or transferee(s) shall accompany said written offer in each case. The buyer(s) or transferee(s) shall be responsible for obtaining the Condominium Documents from the seller.

TWO. Rental of Units. In accordance with the Master Deed 7A each of the units are intended to be used solely for single family residence purposes, or for not more than two adults unrelated by blood or marriage in each residential unit. An Owner must abide by this Master Deed provision in any renting of his or her unit. Before any unit can be rented a unit owner must provide to the management company all information needed to complete an application (Assent to Rent Form) which is available from the management company. A Unit Owner must receive a letter of approval of their prospective tenant from the management company before any such tenant moves in. Any tenant moving in before this approval is in violation of this rule. In addition, prospective tenants must receive a copy of the current Rules and Regulations, receipt of which must be signed on a form provided by the management company. All lease agreements must be in writing and must contain a clause whereby the tenant agrees to abide by all the Condo rules and regulations, and provide that a failure to comply with such rules constitutes a default under the lease, and a copy of said lease agreement shall be filed with the management company. Leases may not be assigned and no units may be subleased. No portion of any unit (other than the entire unit) shall be leased for any period. There will be an initial fine of \$250, followed by regular fines of \$100 every seven days assessed against any unit owner not complying with every aspect of this Rule.

THREE. Pets. No dogs may be present inside the Condominium Building or in the immediate vicinity at any time. Only the dogs owned by Sally Cheyette (Unit 110), Joyce Predmore (Unit 201), Myra Avedon (Unit 305) and Leslie McGrath (Unit 307), which were grandfathered into the Rules and Regulations in December, 2000, will be allowed inside RP Condominiums. These owners will register their pets with the Board of Trustees. Owner occupied units may have two indoor cats, which will also be registered with the Board of Trustees. Special pets used to aid disabled persons will be permitted upon receipt of proper medical documentation describing the need. Renters are not permitted to have any pets, except where the aforementioned special pet is necessary, and it must be documented and registered with the Board of Trustees. See Master Deed, Paragraph 7 (G) of the Condominium Documents.)

FOUR. Personal Property In, On, or About the Common Trust Property. No exterior modifications or additions to a unit may be made without the prior written approval of the Trustees. If, pursuant to the Master Deed, Paragraph 7(H) of the Condominium Documents, the Trustees shall permit an exterior modification or addition adjacent to a unit or any appurtenances thereto such as screens, screen doors, or any other fixture or thing, the unit owner(s) shall agree as a condition for such approval, for himself, his heirs, executors, administrators and assigns (including subsequent owners of said unit) that he/they shall pay all costs of purchase, installation, maintenance and removal of such thing of fixture. If any such thing or fixture shall be in need of maintenance, upkeep or repair, the Trustees may notify the unit owner(s) of the work required whereupon the unit owner(s) shall have fifteen (15) days thereafter in which to comply with said notice by affecting said maintenance or repair. If the unit owner(s) shall thereafter fail to provide such maintenance or repair, the Trustees shall have the right to do so and to be reimbursed by the unit owner(s) for such expense.

FIVE. Maintenance Fees. All monthly assessments for common expenses as set forth in the Declaration of Trust, Article IV, Paragraph 5 and Article VI Paragraph 6, and Article VII, Paragraph B of the Condominium Documents shall be paid on the first day of each and every consecutive month. If any such monthly assessment shall not be paid within thirty (30) days of its due date, an interest at the rate of two (2) per cent per month upon each such monthly assessment shall be charged. In addition, the unit owner(s) shall pay, a late charge of \$ 10.00 for each occasion on which the monthly assessment is not paid prior to the 10<sup>th</sup> day of the month in which the same become due.

SIX. Noise Factor. Unit owners shall observe the provisions of the Master Deed Paragraph 7(E) of the Condominium Documents and, more particularly, no unit owner shall make or permit any disturbing noises in the unit or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph, radio, or television loudspeaker in such unit owner's unit between the hour of 11:00 p.m. and 9:00 a.m. if the same shall disturb or annoy other occupants of units, and in no event shall any unit owner practice or suffer to be practiced either vocal or instrument music for more than two hours in any day or between the hours of 6:00 p.m. and 9:00 a.m. No unit owner shall give vocal or instrumental instruction at any time.

SEVEN. Garbage & Refuse. Garbage and refuse must be contained in closed bags and placed in the trash containers provided on the premises.

EIGHT. Insurance. The Trustees will provide insurance as set forth in the Declaration of Trust, Article VII, Paragraph E of the Condominium Documents. Unit owners shall be responsible for providing fire and extended coverage insurance upon all personal property, fixtures and other property within the interior boundaries of their units, respectively, and within and about all appurtenances thereto such as balconies.

NINE. Parking.

A. Parking is by permit only. Maximum of TWO VEHICLES per unit. A motorcycle counts as one vehicle. Permits may be obtained by filling out an application, available at the management companies office. Residents may call, write or stop by the office for an application. Parking permits must be picked up from the management companies office (permits will not be mailed). Residents may request in writing additional permits. The Trust will consider these requests on a case-by-case basis.

B. Unit owners must receive a letter of approval for a rental from the management company before renters can receive parking permits. No parking permits will be issued to renters until all the application forms are filed and approved.

C. Parking permit stickers must be placed on the driver side rear side window.

D. Parking for visitors will be in the Visitor (upper) lot. All visitor cars must have a visitor pass or a note which gives a clear indication of the Unit being visited displayed prominently in the front dash board. In case of a snow storm all guests parking in the Visitor (upper) lot need to move their cars off the Randolph Place Condo premises or they will be towed. Owners need to inform all tenants of this rule.

E. A new application form must be completed each time a new permit is needed due to change of vehicle or loss. There is a \$10.00 fee for replacement permits, unless the old permit is returned, or other evidence is supplied that the old permit has been removed from the vehicle.

F. Vehicles may be TOWED at the owner's expense for the Following violations:

Parked without RPC sticker

Parked in fire lane

Parked on sidewalks or grass

Parked on main road Blocking walkway

Parked in handicap or elderly reserved spaces without authorized handicap sticker

Parked on entrance ramp

G. In case of a snow storm all cars must be removed from the Visitor (upper) lot. There will be a few designated and marked places right next to the dumpster for residents only, who for some legitimate reason cannot move their cars for a particular snow storm. A resident must notify the management company that it is necessary for him or her to park

in one of the designated spaces. Any resident cars parked in the Visitor (upper) lot before it has been cleared by the snow plow, other than those in the few designated places, will result in the owner of the car(s) being first warned and then fined. (See Article 13. Fines).

Once the Visitor (upper) lot is plowed, and residents are notified to move their car(s) from the Resident (lower) lot, all cars must vacate the Resident (lower) lot until the lot is plowed. Any resident car which has not been moved from the Resident (lower) lot will result in the owner of the car(s) being first warned and then fined. (See Article 13. Fines)

TEN. Move-in Fee. The monthly condominium fee includes paying for building maintenance and normal wear and tear. Any additional damage to the fabric of the building or common areas must be paid for by the person causing the damage. Owners are responsible for paying for damage caused by their guests and their tenants. Move-in/Move-out Fee: A \$75.00 move-in/move-out fee will be charged each time someone moves in. The unit owner will be responsible for the fee, due when the owner or a new tenant moves in. This fee covers additional wear and tear created by the move. Excessive damage caused during a move is not covered by this fee. Such damage is dealt with on an individual basis, the same as though the damage was caused at any other time.

ELEVEN. Grills. Any resident who wishes to keep a gas grill on his or her balcony must register with the Association by filling out the proper Request Form and submitting it to the management company. Residents who have gas grills are required to keep a fire extinguisher on their balconies at all times. Charcoal grills are not allowed under any circumstance.

TWELVE. Deck Screens. No screening of decks will be allowed. Master Deed, Paragraph 7(H) of the Condominium Documents.

THIRTEEN. Fines. A violation of any of the Rules and Regulations, except where a penalty is otherwise specified in the rule, will result in:

- 1<sup>st</sup> time – a written warning to the owner
- 2<sup>nd</sup> time - \$100 fine assessed to the owner
- 3<sup>rd</sup> and all subsequent times - \$200 fine assessed to the owner

FOURTEEN. Security. No unknown person should be let into the building, and no residents should share their entry code with any non-resident. If there is an abuse of this rule, such entry code may be revoked.

By: The Board of Trustees of Randolph Place Condominium:

Mary Ellen Bruce  
Mary Ellen Bruce  
as Trustee and not Individually

Stephen Files  
Stephen Files  
as Trustee and not Individually

Jonathan Bennett  
Jonathan Bennett  
as Trustee and not Individually

Jane Hovde  
Jane Hovde  
as Trustee and not Individually

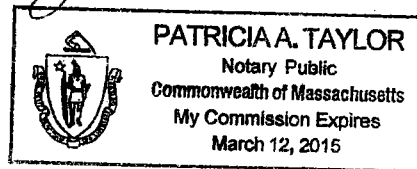
COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

May 14, 2009

On this 14<sup>th</sup> day of May, 2009, before me, the undersigned notary public, personally appeared Mary Ellen Bruce, Stephen Files, Jonathan Bennett and Jane Hovde, and proved to me through satisfactory evidence of identification, which is picture identification, to be the persons whose names are signed on the preceding or attached document in my presence.

Patricia A. Taylor  
Notary Public  
My Commission expires:



ATTEST. HAMPSHIRE, Marianne L. Donohue, REGISTER  
MARIANNE L. DONOHUE