

RULES AND REGULATIONS

The Condominium has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the Condominium Trust (the "Trustees") responsible for the administration, operation and maintenance of the Condominium, have adopted the Rules and Regulations set forth below.

In order for the Unit Owners to better understand the Rules and Regulations, the defined terms used in the Master Deed of the Condominium and the Condominium Trust are used herein with the same meanings as used in said documents except that whenever these Rules and Regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey, and comply with, the term "Unit Owner" as defined in the Master Deed shall include all family members, guests and invitees thereof, and any occupants of Units in the Condominium.

The Rules and Regulations may not please everyone, as it is impossible to satisfy each and every individual. The Trustees, however, feel that the Rules and Regulations will not only satisfy the great majority of the occupants of the Condominium, but will enhance the experience of all persons living in the Condominium.

- (1) No Obstruction of Common Areas. Unit Owners shall not cause or permit any obstruction to the Common Elements.
- (2) Nameplates/Signage. Unit Owners may place their names or signs only in such places outside their Units as may be provided for by the Trustees in writing.
- (3) Laundry. No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes, clotheslines or the like out of a Unit or window or door or balcony at any such Unit.
- (4) Abuse of Mechanical System. The Trustees may charge to a Unit Owner any damage to the Common Areas and Facilities, including but not limited to, the mechanical, electrical, or other building service systems of the Condominium caused by such Unit Owner by misuse of those systems.
- (5) Storage. All items of Unit Owners and personal property, effects, and other items of Unit Owners and all persons claiming by, through, or under said owners may be kept and stored at the sole risk and hazard of said owners, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leaking or bursting of water pipes, steam pipes, or other pipes, by theft or from other causes, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged or to be borne by the Condominium Trust, except that the Condominium Trust shall in no event be exonerated or held harmless from liability cause by its negligence.
- (6) Flammable Materials, etc. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Elements any hazardous material, including but no limited to, gasoline, kerosene,

or other flammable, combustible or explosive fluid, material, chemical, or substance which would be in violation of the Massachusetts Fire Safety Code or any other applicable, law, ordinance, or directive.

(7) Real Estate Taxes. For so long as the Condominium is assessed as a single property rather than as separate Condominium Units, Unit Owners will be billed by the Trustees for their respective portions thereof (each Condominium Unit's percentage in the Common Elements of the total tax bill) during each July, October, January and April, which bill shall enclose a copy of the tax bill issued by the Town of Hingham (the "Municipality"). Each Unit Owner will forward payment of his percentage interest in the total tax bill to the Trustees by check made payable to the Condominium Trust no later than ten (10) days prior to the date on which payment may be made without incurring a penalty or interest thereon. Late payments by a Unit Owner must be made payable as directed by the Trustees, and will include interest and penalties as charged by the Municipality for late payment, together with costs of collection incurred by the Trustees, including reasonable attorney's fees. If taxes are collected by holders of mortgages on Units, each Unit Owner shall be responsible for causing the mortgage holders to forward payment as above required.

(8) Bicycles/Canoes/Kayaks. No bicycles, canoes, kayaks, motorized chairs and the like may be stored in the Common Areas and Facilities (except as otherwise designated).

(9) Smoking. There shall be no smoking anywhere on the Premises.

(10) Nuisance. No unreasonable nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.

(11) Trash. All trash generated by the Unit Owners shall be placed by the Unit Owner either in the trash room located on the first floor of the Building or in the trash room located on each floor of the Building and transported properly in bags to as to prevent leaking. No trash shall be placed or kept at any time in the Common Areas and Facilities.

(12) Window Coverings. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of the Units shall be white, white lined or white backed subject to the approval of the Trustees, such approval not to be unreasonably withheld.

(13) Unit Owners shall abide by and be subject to those policies and procedures as set forth in any resident handbook for the Condominium that may exist from time to time.

(14) Vibrations/Noise/Compliance. No Unit Owner shall make or permit any disturbing noises in its Unit or do or permit anything which will interfere with the rights, comforts or convenience of others. The volume of any radio, television, musical instrument or other sound producing device in a Unit shall be sufficiently reduced at all times so as not to disturb other occupants. Despite such reduced volume, no such sound producing devices shall be operated in a Unit between the hours of 10:00 p.m. and the

following 8:00 a.m. if such operation shall disturb or annoy other occupants of the Condominium. The Trustees may order any Unit Owner to cease and desist from engaging in any offending activities, and levy fines for failure to cease, and may seek legal or equitable judicial relief (including relief in the form of an injunction, as to which each Unit Owner agrees upon acceptance of the deed to its Unit that failure to abide by any Trustees cessation order will conclusively presume “irreparable harm” to the Condominium and to each of its Unit Owners). No treadmills, elliptical trainers, Stairmasters, rowing machines or other mechanical fitness equipment shall be permitted in any Unit if the use or operation of such equipment interferes with another Unit Owner's use and enjoyment of its Unit, as reasonably determined by the Trustees.

(16) Deliveries and Moving. Deliveries, move-ins and move-outs are restricted to the hours between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding legal holidays; provided, however, that during the initial move-in period for the Condominium, Saturday move-ins will be allowed. Each Unit Owner is responsible for the proper removal of trash and recycling, debris, crating or boxes relating to that Unit Owner's deliveries or move-in or move-out. Each Unit Owner shall be responsible for any damage to the Common Elements or other Units which is attributable to such Unit Owner's deliveries or moving in or out of the Condominium. All move-ins and move-outs must be scheduled at least 48 hours in advance with the Trustees or Managing Agent and are subject to any additional rules and regulations as may be adopted by the Trustees or Managing Agent from time to time. A reasonable administrative charge may be established by the Trustees to defray the cost of administering move-ins and move-outs and ensuring against damage to the Building as a result thereof.

(17) Elevator Usage. Any Unit Owner or Unit Owner's agent using the Condominium's elevator for the purpose of transporting the Unit Owner's property in moving in or moving out of the Unit (or in transporting other large or bulky matter, including, without limitation, any construction or building materials) and shall ensure that all four walls of said elevator are completely covered with padding throughout said use. In all such instances, the Unit Owner must notify the Trustees or Management Agent prior to the Unit Owner's planned use of said elevator for such purposes and said use shall occur between the hours of 8 A.M. and 4 P.M., Monday through Friday, excluding legal holidays; provided, however, that during the initial move-in period for the Condominium, Saturday usage will be allowed.

(18) Common Deck. All Unit Owners shall abide by the rules and regulations adopted by the Trustees and/or Managing Agent from time to time governing the common deck shown on the Plans, including but not limited to hours of operation and prohibited uses thereof.

(19) Mailboxes/Packages. All mail, packages, including, without limitation, those containing perishable items, delivered by outside personnel must be delivered to the area therefor designated by the Trustees or Managing Agent from time to time. Deliveries of perishable items will be held in the designated area for no longer than 24 hours, and after

such 24-hour period, the perishable item shall be disposed of by the Trustees or Managing Agent personnel. Other than a person specifically authorized in writing by the Trustees, employees and agents of the Trust are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a Unit Owner. Without limiting the generality of the foregoing, the Trustees and/or Managing Agent may, from time to time, promulgate in writing reasonable rules and regulations concerning the use and operations of the mailbox and package delivery area.

(20) Loading Spaces. The two (2) Parking Spaces located near the front entrance of the Building, as shown the Plans, shall be used for delivery and temporary loading purposes only, and for such other purposes as may be designated by the Trustees and/or Managing Agent from time to time. Automobiles may be parked in the aforesaid Parking Spaces for no longer than fifteen (15) minutes, unless otherwise designated or allowed by the Trustees and/or Managing Agent from time to time.