

RULES AND REGULATIONS

Chestnut Green Condominium at Danvers Trust

The Undersigned Trustees of the Chestnut Green Condominium at Danvers Trust, under a Declaration of Trust dated June 16, 1986, and recorded with the Essex South Registry of Deeds as Document No. 212906 (the "Trust"), pursuant to Article V, Section (5.8) thereof and with the consent of the majority of the Trustees hereby amend the Trust Rules and Regulations, to read as follows:

- (1) No Unit shall be used for any purpose not specified in this Section;
- (2) In order to preserve the architectural integrity of the buildings and the Units without modification, and without limiting the generality thereof, no patio, balcony, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other features shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement of any exterior light, door, door knocker or other exterior hardware shall be made, and no painting, decalcomania or other decoration shall be done and no sign shall be placed on any exterior part or surface of any Unit nor on the interior surface of any window without the written permission of the Trustees of Chestnut Green Condominium at Danvers Trust upon such terms and conditions, if any, as they, in their reasonable discretion shall determine. Notwithstanding the above, no unit owner may make any additions to his unit which would encroach on the Common Elements without the prior written consent of all Unit owners.
- (3) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. At all times, the temperature in each unit must be at least 55 degrees Fahrenheit. No Unit Owner may use or maintain a Unit or the Common Areas and Facilities appurtenant thereto in any manner or condition which will impair the value of or interfere with the beneficial enjoyment of the other Units and appurtenant Common Areas and Facilities or which will increase the rate of insurance of the Condominium, or contents thereof. Unit owners are responsible for the prompt repair to any damage of the common element caused by the Unit Owner or any occupant or any member of their families, or their agents, servants, employees and licensees.
- (4) The building and each of the units are intended to be used solely for professional, business and commercial and not residential purposes, and as such, all the units will be used for office space.
- (5) No dogs or other animals shall be kept in or about the units or the common areas and facilities with the exception of those units having obtained the written consent of the Board of Trustees and which are subject to the following conditions:
 - a. Occupants will present to the Board of Trustees prior to bringing an animal on the property a written request for permission to maintain a pet on the property. Such written request must include the animal's type, gender, weight and breed.
 - b. Occupant must provide all current certificates of health and vaccination records for the animal including license numbers.
 - c. Occupant must provide to the Board a certificate of insurance showing adequate liability limits which cover the pet naming the Trust as an additional insured.
 - d. Occupant will execute an indemnification agreement as shall be provided by the Trust holding the Trust harmless from any actions or liability associated with the pet.

- e. All dogs must be walked on a leash or carried at all times in the common element. All dogs must be under the absolute control of the owner at all times.
- f. Dogs may not be tied up outside.
- g. Immediate cleanup of pet droppings is mandatory and is the sole responsibility of the pet owner. Pet owners must make every effort to ensure that their pets do not urinate on the lawns or plantings and are responsible for any damage incurred as a result of this happening.
- h. Repairs to the common areas necessitated by a failure to abide by these rules and regulations will be authorized by the Board of Trustees and such expense shall be assessed to the owner of the unit in which the offending pet resides.
- i. Non-compliance with any of the above stated requirements for pet privileges at Chestnut Green shall result in fines levied against the unit at the rate of \$25.00 for each day the infraction occurs and/or the revocation of said privileges by the Board of Trustees in its sole discretion.
- j. Notice of any infractions or complaints shall be submitted to the Board of Trustees in writing and determination made at a duly convened meeting of the Board.

(6) Nothing shall be done in any Unit which will impair the structural integrity of the Building or which would structurally change the Building without the prior written consent of the Board of Trustees. Any construction, alteration, or remodeling work which affects the structure of the Building and which is not otherwise prohibited by the Master Deed shall be undertaken by any Unit Owner (except only emergency repairs) only after written application to the Board of Trustees (specifying the nature and scope of the work in detail) and the written approval of the Trustees.

(7) Each Unit Owner shall keep each Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors and window thereof; any dirt or other substance.

(8) All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules and 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.

(9) The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the Building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of perform work.

(10) No Unit Owner shall permit anything to be done or kept in a Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof; or which would be in violation of any law. No waste shall be committed in the Common Elements.

(11) The use of the Units by Unit Owners, or any occupant or any member of their families, or their agents, servants, employees, licensees, or visitors, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Declarant, nor their respective agents, servants, employee, successors, or assigns, shall bear any responsibility therefore.

(12) All Unit Owners assume responsibility for their own safety and that of their families, guest, agents, servants, employees, licensees, lessees, or visitors. Each Unit Owner must provide an access key, to be placed in the secured-key lock box to be used by the Fire Department of the City of Danvers.

(13) A Unit Owner may lease or rent a Unit for use and occupancy by others without procuring the consent of other Unit Owners or of the Condominium Trustees. No Unit may be leased or rented for a period of less than twelve (12) months. All leases or rental agreements for Units shall be in writing and be specifically subject to the requirements of the Master Deed, Declaration of Trust and Rules and Regulations as promulgated and amended from time to time. Any tenant or lessee shall be bound by the provisions of the Master Deed and of the Trust and all schedules and exhibits hereto and all rules and regulations promulgated from time to time.

(14) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust.

(15) Vehicles parking in the common area shall be confined to the spaces approved and posted for parking by the Trustees.

(16) No one shall unreasonably obstruct any part of the common areas (such term shall include limited common areas as well unless expressly stated otherwise) and facilities without prior consent of the Trustees.

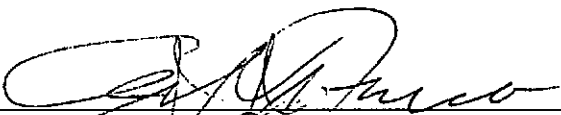
(17) No noxious or offensive activity, shall be carried on in the common areas and facilities, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No common area will shall be decorated or furnished by any Unit Owner in any manner.

(18) Smoking shall be prohibited in all indoor and outdoor common areas on the property of the Condominium including, but not limited to, hallways, stairways, foyers, common rooms and facilities, patios, exterior landings, front steps, entrance ways, roof tops, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities. No owner shall smoke in said areas or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in said areas. Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of its constituent documents of the Association. Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar heated or lighted product. Notwithstanding the said prohibition against smoking, the Board of Trustees may designate (or remove from designation) an outdoor area for smoking, provided the smoking area(s) shall not cause second hand smoke to drift into indoor common areas, exclusive use areas or individual units.

(19) Violations of the provisions in the Master Deed, By-laws or Rules and Regulations (as may be revised from time to time) are subject to penalty for each occurrence. The fine for infractions of Rules and Regulations is \$25.00. Each day a violation exists once notice of an infraction is provided shall be considered an individual occurrence.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during the period of Unit ownership.

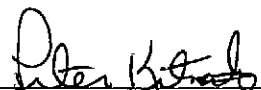
Signed and sealed on this the 21st day of February, 2013.

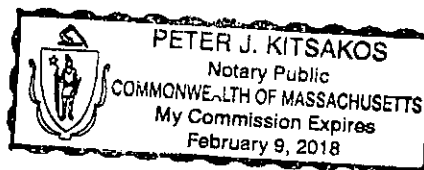

Anthony Turco, As Trustee and not Individually

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 21st day of February, 2013, before me, the undersigned notary public, personally appeared Anthony Turco as Trustee for the Chestnut Green Condominium at Danvers Trust and proved to me through satisfactory evidence of identification, being ☐ driver's license, or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.


Peter Kitsakos, Notary Public
My Commission Expires: February 9, 2018



Signed and sealed on this the _____ day of _____, 2013.

Sharon Barrett, As Trustee and not Individually

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2013, before me, the undersigned notary public, personally appeared Sharon Barrett as Trustee for the Chestnut Green Condominium at Danvers Trust and proved to me through satisfactory evidence of identification, being ☐ driver's license, or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

Peter Kitsakos, Notary Public
My Commission Expires: February 9, 2018

February, 2013

Signed and sealed on this the 21st day of February, 2013.

Michael Tripoli
Michael Tripoli, As Trustee and not Individually

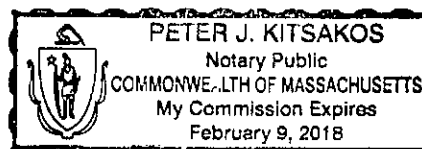
COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

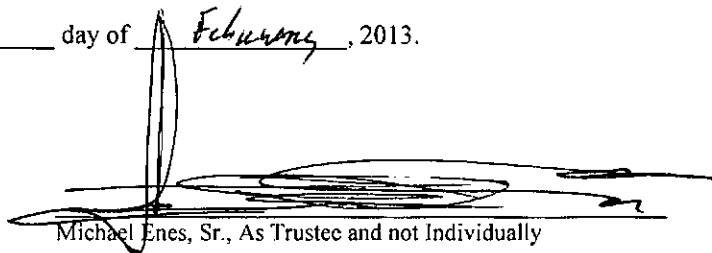
On this 21st day of February, 2013, before me, the undersigned notary public, personally appeared Michael Tripoli as Trustee for the Chestnut Green Condominium at Danvers Trust and proved to me through satisfactory evidence of identification, being ☐ driver's license, or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Peter Kitsakos
Peter Kitsakos, Notary Public

My Commission Expires: February 9, 2018



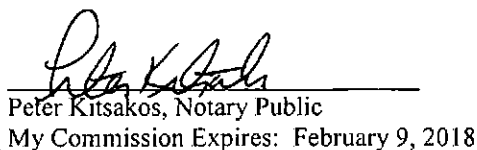
Signed and sealed on this the 21st day of February, 2013.

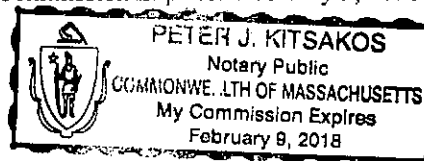

Michael Enes, Sr., As Trustee and not Individually

COMMONWEALTH OF MASSACHUSETTS

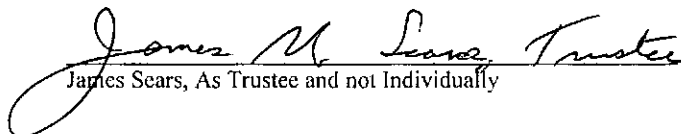
Essex, ss.

On this 21st day of February, 2013, before me, the undersigned notary public, personally appeared Michael Enes, Sr., as Trustee for the Chestnut Green Condominium at Danvers Trust and proved to me through satisfactory evidence of identification, being [] driver's license, or other state or federal governmental document bearing a photographic image, [] oath or affirmation of a credible witness known to me who knows the above signatory, or [X] my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.


Peter Kitsakos, Notary Public
My Commission Expires: February 9, 2018



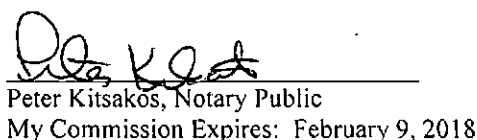
Signed and sealed on this the 21st day of February, 2013.

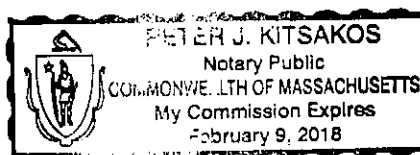

James Sears, As Trustee and not Individually

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 21st day of February, 2013, before me, the undersigned notary public, personally appeared James Sears as Trustee for the Chestnut Green Condominium at Danvers Trust and proved to me through satisfactory evidence of identification, being [] driver's license, or other state or federal governmental document bearing a photographic image, [] oath or affirmation of a credible witness known to me who knows the above signatory, or [X] my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.


Peter Kitsakos, Notary Public
My Commission Expires: February 9, 2018



February, 2013

Document: 540376

AMEND

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS
RECEIVED FOR REGISTRATION

On: 3/12/2013 11:47 AM

Noted on Cert: C048 000