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HARBORSIDE CONDOMINIUM TRUST

CERTIFICATE OF ADOPTION OF RULES AND REGULATIONS

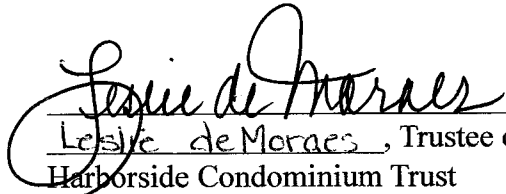
Reference is hereby made to that certain Declaration of Trust dated October 19, 1983 and filed with the Essex County Registry District of the Land Court as Document No. 191063 and noted on Master Certificate of Title No. C23, as amended, the organization of Unit Owners of the Harborside Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed filed with said Registry District of the Land Court as Document No. 191062 and noted on Master Certificate of Title No. C23, as amended.

We, the undersigned, being a majority of the Trustees of said Harborside Condominium Trust, do hereby certify that the Board of Trustees has, in accordance with Article VIII of said Trust, adopted the Rules and Regulations attached hereto.

The Rules and Regulations as hereby adopted shall be in addition to the following Rules and Regulations which are also in effect for the Harborside Condominium:

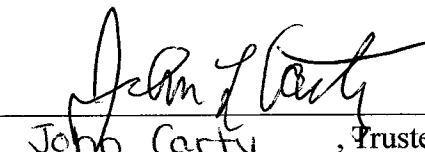
- Amended and Restated Unit Owner Maintenance Resolution, filed as Document No. 471809
- Insurance Resolution, filed as Document No. 473811
- Antenna and Satellite Dish Rules and Regulations, filed as Document No. 468670

Executed under seal this 25th day of September, 2017.



Leslie de Moraes, Trustee of the
Harborside Condominium Trust

TRUSTEES OF THE HARBORSIDE
CONDOMINIUM TRUST
AND NOT INDIVIDUALLY



John Carty, Trustee of the
Harborside Condominium Trust

Elizabeth Michael
Elizabeth Michael Trustee of the
Harborside Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

Leslie

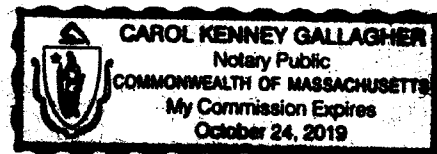
On this 25 day of September, 2017, before me, the undersigned notary public, personally appeared E. Michael, John Carty and Elizabeth Michael and proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatories, or my own personal knowledge of the identities of the signatories, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Trustees of said Harborside Condominium Trust.

Carol Kenney Gallagher
Notary Public

My Commission Expires: _____

Print Notary Public's Name: _____

Qualified in the State/Commonwealth of _____



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R & R

Revised and approved September 11, 2017

EXHIBIT B RULES AND REGULATIONS Table of Contents

General

Use of Resident Units, Common Areas and Facilities

Air Conditioning Policy

Actions of Unit Owners and Residents

Motor Vehicles

Docks

Pets

Delinquent Fees and Assessments

Leasing Policies

Insurance

Administration

General

A1. No part of the Harborside Condominium, Marblehead, Massachusetts, (the "Condominium"), shall be used for any purposes except those set forth in the Harborside Condominium Master Deed (the "Master Deed") and the Harborside Condominium Trust (the "Trust"), established by the Declaration of Trust. All Unit Owners and Residents shall refer to the Master Deed and Trust Documents for further explanation concerning the duties and authorities of the Board of Trustees (the "Trustees") and the descriptions of the Harborside Condominium, its Units, Common Areas and Facilities, and the authorized "uses" and "restrictions" of same.

A2. In reference to the Master Deed (paragraph 13.A., Units Subject to Master Deed, Unit Deed, Condominium Trust, Etc), the acceptance of a deed or the entering into the occupancy of any Harborside Condominium Unit constitutes an agreement with the provisions of the Master Deed, the Trust, and the By-Laws and Rules and Regulations, and any violation of same shall justify legal action to be taken by the Trustees.

Use of Resident Units, Common Areas and Facilities

B1. Each Unit Owner and Resident shall keep his or her Unit in a good state of preservation and cleanliness, and in conformance with fire and safety regulations. No electrical device(s) that could cause electrical overloading is permitted. All Units shall comply with the Town of Marblehead Health and Safety Codes.

B2. Nothing shall be done or kept in any Unit or in any Common Areas and Facilities, which would increase the rate of insurance of the Condominium (buildings and contents within), without prior written approval of the Trustees. No Unit Owner or Resident shall permit anything to be done, or kept in his or her Unit or in any Common Areas and Facilities which would cause the cancellation of insurance coverage or increase insurance premiums of the Condominium, or which would be in violation of the law. Common Areas and Facilities include, but are not limited to, utility and meter rooms, laundry room, storage rooms, building crawl spaces, hallways, stairwells,

landings, egresses, attics, decks, patios, docks (two moored floats with gangways), seawall, parking lots, driveways, walkways, adjacent steps, and surrounding grounds and landscaping. Certain exceptions pertaining to storage and use of adjacent decks, patios, and lawn areas are covered in these Rules and Regulations (see B4).

B3. There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities, except in Storage Areas designated by the Trustees, or as otherwise approved in writing by the Trustees.

B4. Except as approved by the Trustees, there shall be no placing of personal property on or in any part of the Common Areas and Facilities. As an exception, planter boxes and vases (with appropriate water containment saucers and trays), outdoor furniture, and rule compliant barbecue grills may be used on adjacent Common Area decks, patios, and lawn areas as long as their use does not interfere with emergency egress from any Unit, their use is in compliance with all Marblehead and Massachusetts fire regulations, and their use does not otherwise interfere with any other Unit Owner or Resident. Rubberized door mats may not be used on any composite decking.

B5. No alterations of the wooden rail caps on the stainless steel rails may be made without express written authorization of the Board of Trustees, including, but not limited to flag poles, painting, staining, oiling, etc. Any unauthorized alteration of a wooden rail cap may result in a fine and replacement of the wooden rail cap at the expense of the owner who altered it without written permission.

B6. The Master Deed states that all decks, patios and lawn areas are Common Areas (Master Deed, paragraph 4.H., Description of the Common Areas and Facilities). As such, these decks, patios and adjacent lawn areas are "limited Common Areas." Units that have direct access through an existing doorway to any deck, porch, patio, steps or platform have an easement for the exclusive use of such deck, porch, steps or platform, subject to the right of other Unit Owners to make emergency use thereof.

B7. Deck, patio and lawn furniture and accessories shall be conventional in design and in color. Marine-type storage boxes (also neutral in color) may be used to store miscellaneous deck items. No items, such as laundry, towels, and life jackets, may be hung from deck railings. Flowers and plants, including window boxes with water containment trays hung on deck railings are permitted on the old rail systems, but are not permitted on the new stainless steel rail systems. All trellises, arbors, and large plantings must be approved in writing by the Trustees.

B8. No Unit Owner, Resident or Visitor may jump from, throw dangerous objects from, or otherwise engage in dangerous behavior in any of the Common Areas.

B9. Cooking equipment, such as grills, may be used on decks, patios and lawn areas subject to applicable fire regulations, which are summarized as follows. Piped in natural gas grills, Liquefied Petroleum Gas (LPG, including propane) grills and charcoal grills are not permitted on any deck or patio, but may be used on Common Area pavement or lawns as long as they are used at least 10 feet from any structure and not under an overhang. LPG and propane tanks are prohibited from being kept or stored within any Unit or Common Area or Facility or on any deck above the first floor. Electrical grills are permitted on all decks, patios and lawn areas, provided they are unplugged when not in use.

B10. Appropriate traditional and seasonal decorations may be displayed in Common Areas, but may not be put up more than three weeks before the commemorative event and must be removed no more than three weeks after the commemorative event.

B11. All personal property belonging to Residents placed in the Units or Common Areas and Facilities, including authorized storage in the designated Storage Areas, shall be at the sole risk and responsibility of the respective Resident. The Trustees shall have no responsibility for such storage. Residents will ensure that their Unit Storage Areas are labeled with their respective Unit number.

B12. No accumulation of garbage, refuse, rubbish, debris, or unsightly material shall be permitted in Common Areas and Facilities. All garbage, refuse and trash shall be placed in trash bags and placed in designated trash containers within the designated Trash Disposal Room. Trash shall not be left on the floor or against the walls of the trash room. The disposal of large articles is the responsibility of the Residents and shall not be left in the Trash Room or elsewhere in the Common Areas and Facilities. No noxious or offensively odorous articles may be placed in the trash room. The Trustees may further direct that all such trash be separated and placed in specific containers for the purpose of recycling.

Refer to the Harborside website www.harborsidecondos.info for the current recycling and trash disposal guidelines.

B13. Nothing shall be hung or displayed on the outside of windows or placed on the outside walls, doors, or roof of the Condominium Buildings without the prior written approval of the Trustees. No clothes, sheets, blankets, towels or other articles of laundry shall be hung from a Unit or any Common Area or Facility. No rugs or mops shall be shaken or hung from any Unit window, door or adjacent deck, patio or lawn area.

B14. No exterior shades, awnings, shutters, canopies, nor other window ventilation materials shall be used without prior written approval of the Trustees. No other objects, equipment or materials, such as television/computer cable connections, air conditioning units, radio and television antennae, or satellite dishes shall be projected out of any Unit without the prior written approval of the Trustees.

B15. Interior window treatments, including but not limited to shades, curtains, blinds, draperies and liners, shall be conventional in design and in color, and shall not contain designs or other artwork which contrast with the general, conservative appearance of the Harborside Condominium. Plants or decorative art may be hung from the interior of windows or placed on interior windowsills, however any such decorative art must be in keeping with the general, conservative appearance of Harborside. Unit Owners and Residents are encouraged to seek the opinion of the Trustees before installing any window decoration.

B16. No industry, trade, occupation, nor profession (commercial, religious, educational or otherwise), designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in the Resident Units or Common Areas and Facilities, unless approved in writing by the Trustees. As provided for in the Master Deed (paragraph 9. Restrictions on Use), home offices may be maintained for professional personal use.

B17. No sign, notice or advertisement, including, but not limited to, "For Sale" or "For Rent or Lease" signs, shall be displayed from any Unit or Common Areas and Facilities.

B18. Nothing shall be done in any Unit or Common Area and Facility that would impair or change the structural integrity of any building. All plans for major repair, addition, alteration, or improvement of any Unit affecting any Common Area or Facility, must be approved in writing by the Trustees before any such modifications are initiated. All such repairs, additions, alterations, and improvements must be done by licensed and insured contractors. If requested by the Trustees or Management, Certificates of Liability Insurance naming Harborside Condominium Trust as additionally insured must be obtained from the licensed contractor(s).

B19. In the course of a Trustee approved remodeling project, should a structural defect within a common area part of the building be found, that would otherwise not be uncovered but for the remodeling project, the Trust may bear responsibility for its remediation. However, any structural integrity modifications necessary for modification elements related to the remodeling project alone, including but not limited to beams and joists, windows, doors, etc. to accommodate such remodeling, whether or not it benefits more than just the remodeling unit owner, shall be the sole responsibility of the unit owner making such remodeling modifications. Trustees may ask for a structural engineering report from the requesting homeowner before making any final determination whether to permit the alteration. Any such structural integrity modification must be approved in writing by the Trustees before the modification is made.

B20. Any modifications to the Common Area which are for the exclusive use of the unit owner requesting the modification or for the improvement of their individual unit shall be the sole responsibility of the owner of that unit with regard to maintenance (excluding painting) and upgrades to those improvements. This responsibility attaches to the unit and whoever owns the unit at the time such maintenance or improvements are required, not necessarily the original requestor of the common area modification. Such exclusive use modifications include, but are not limited to, air-conditioning units and their covers, bump-out seating and their rails, vestibules, custom entryways or stairways, etc.

B21. Contractors may begin to set up construction equipment at 7 am, but actual construction may not start until 8 am without written consent of the Trustees. No construction is permitted on Sundays without written consent of the Trustees.

B22. Changes shall not be made in any Common Area landscaping without the prior written approval of the Trustees.

B23. The Laundry Room, as part of the Common Areas and Facilities, is available to all Harborside Residents. While the washers and dryers may be maintained by an outside vendor and the Laundry Room shall be periodically cleaned by the Harborside Condominium Management Company, all Residents shall be responsible to maintain its cleanliness and good repair.

B24. For the purpose of effecting repairs or to maintain Common Areas and Facilities, the Trustees or their agents (including the Condominium Management Company), and any contractor authorized by the Trustees may enter any Unit or Common Area and Facility after written notification (either through registered mail, hand delivery, or email) to the Unit Owner or Resident and oral and/or written (letter or email) confirmation of the same. No notification is required in cases of emergency.

B25. No smoking shall be permitted in any Common Areas and/or Facilities. Owners, residents, guests and workers must make all reasonable efforts to ensure that smoking within units does not interfere with the enjoyment and health of other Owners and Residents to the use of their units and/or Exclu-

sive Use Common Areas. Owners are responsible for informing their guest and workers of this policy.

B26. No modifications, alterations or embellishments are permitted to the self closing fire rated unit doors that face interior common area corridors without prior express written consent of the Trustees.

Air Conditioning Policy

C1. All Harborside Unit Owners must obtain written approval from the Trustees before proceeding with air conditioner installation. Submission of work to be done must include the following: (1) Manufacturer's specification sheet including dimensions, noise level data, etc; (2) Photographs, drawings or sketches of any exterior elements in their proposed location; (3) Detailed descriptions of any work in common areas, including decks, walls, ceilings, roofs, plumbing, wiring, drainage, crawl space, utility rooms, etc; and (4) Description of any activity that may affect another Unit Owner such as wire conduit, refrigerant and condensate tubing, drain plumbing, duct work, etc. All such installations must conform to all Marblehead Town covenants, Harborside Condominium By-Laws, and not intrude in any appreciable way on the existing visual or audible landscape of Harborside.

C2. Units having forced hot water ductless heating systems shall need to use ductless air conditioning systems. Systems such as the Sanyo model 18FH22W, 16,000 BTU/H are recommended for their very low noise operation (55 db at the condenser unit), or approved equal.

C3. Units heated by forced hot air ducts may use their existing ducts by having evaporator coils installed in their furnace ductwork. However, it shall be necessary to insulate the ducts to eliminate condensation and potential water damage to adjacent walls and ceilings. The cost will be borne by the Unit Owner.

C4. Placement of air conditioning condensers may vary, depending on the layout and Common Area access of the Units. Following are general guide-

lines for potential condenser placement: (1) Condenser units cannot be located where they can be seen from a public access way, such as Lee Street or Gregory Street unless properly shrouded, nor may they be placed on roofs; (2) Window units are not allowed unless approved in writing by the Trustees. Window units are not permitted in any location unless they are shrouded by an architectural enclosure so as to not be seen by other Residents; (3) Condensers may, if approved, be located on decks provided they do not block fire escape access, comply with all fire protection regulations, and do not create adverse visual or audible impact to neighboring Units; (4) Condensers units proposed for installation on decks or common areas must not exceed the standard of 55 dBA at 1 meter, and (5) Condensers may, if approved, be placed in Common Areas, if they are shrouded in an architecturally acceptable enclosure as determined by the Trustees. All such placements must be approved in writing by the Trustees after consultation with Unit Owners who abut the Common Areas in question.

C5. Proper licenses and bonding are required for all project workers. If requested by the Trustees or Management, Certificates of Liability Insurance naming Harborside Condominium Trust as additionally insured must be obtained from the licensed contractor(s).

C6. Refer to the Harborside website www.harborsidecondos.info for further Air Conditioning Policy guidelines.

Actions of Unit Owners and Residents

D1. No Unit Owner or Resident, nor their family members, guests, employees, agents, and their pets, shall make or permit any noxious, offensive or dangerous activities, or any disturbing noises, in the Units or Common Areas and Facilities which could cause damage or would interfere with the rights of peaceful enjoyment, and comfort or convenience of any other Unit Owner or Resident.

D2. No Unit Owner or Resident, nor their family members, guests, employees, agents, and their pets, shall permit any activity, which results in the loss

of an article or thing of value from any other Unit or Common Area and Facilities.

D3. The Trustees shall assess to any offending Unit Owner or Resident the costs of any damage or losses from any such offensive or dangerous activities.

D4. The Trustees may determine that certain appliances and features of Harborside Units pose a safety threat to all of Harborside Owners and Residents if not inspected regularly, maintained properly or replaced when needed. The Trustees may set up a regular inspection schedule for such appliances and features which Unit Owners must comply with and provide proof of maintenance and/or inspection. Such appliances and features include, but are not limited to, fireplaces (wood burning, gas or other fuel), clothes dryers, furnaces, boilers, etc.

Failure to perform the required maintenance or inspection and/or replacement and provide proof of such by the deadline set by the Trustees, without prior Trustee approval, may result in the Trustees having the maintenance, inspection and/or replacement completed at the Unit Owner's expense and a fine of \$250 per appliance or feature. Any payment made by the Trust for inspection, maintenance and/or replacement of an appliance or feature and any fine levied for non-compliance will be treated in the same manner as late payments of association dues; late charges and interest will apply.

D5. The Trustees, when made aware of certain condition(s) within a unit or units, may determine that condition may pose a safety threat to some or all of Harborside Owners and Residents if not inspected and/or corrected in a timely manner. The Trustees may require the unit owner(s) to have an inspection performed to determine the nature of the condition by a certified contractor, mechanic or inspector, and provide proof of inspection with any possible recommendations for remediation of the condition(s). Such possible conditions may include, but are not limited to, electrical, plumbing, venting, smoke and/or carbon monoxide detector issues, etc.

Failure to perform the required inspection and/or correction and provide proof of such by the deadline set by the Trustees, without prior Trustee ap-

proval, may result in the Trustees having the inspection and/or recommended remediation completed at the Unit Owner's expense and a fine of \$250 per occurrence. Any payment made by the Trust for inspection, and/or remediation of the condition(s) and any fine levied for non-compliance will be treated in the same manner as late payments of association dues; late charges and interest will apply.

D6. No Unit Owner or Resident shall play or permit musical instruments to be played in a Unit or any Common Area or Facility between the hours of 10:00 PM and 9:00 AM. No vocal or instrumental music practice shall be allowed for more than two hours in duration or at any time other than between 9:00 AM and 6:00 PM. No Unit Owner or Resident shall give vocal or instrumental instruction at any time.

D7. Electronic media devices, such as record/stereo/DVD players, radios, and televisions, shall not be operated in a Unit or Common Areas and Facilities, if same shall disturb or annoy other Unit Residents.

D8. Unit Owners shall be held responsible for ensuring that their Tenants are abiding by the Association Rules and Regulations. Unit Owners shall be responsible for the actions of their tenants, families, guests, agents, servants, employees, licensees, and lessees.

D9. Roller-blading, skateboarding, roller-skating, and bike riding are not permitted in the Common Areas and Facilities. The parking areas shall not be used as a playground of any type without the prior written consent of the Trustees.

D10. No Owner, Resident or their guest may utilize the self-cleaning mode on their oven without being present during it's operation.

D11. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities, nor shall any part thereof be decorated or furnished, except upon prior written approval of the Trustees.

E. Motor Vehicles

E1. All vehicles belonging to Unit Owners or Residents, or those belonging to their guests or their occasional employees (including cleaners, repairmen, and delivery persons) shall be parked in a manner so as to not impede access to or from the driveways, garages, carports, and the designated parking areas of the Harborside Residents. Additionally, all vehicles must be parked within the designated parking place "lines" and comply with the "compacts only" signs.

E2. Residents are authorized one or two parking spaces as specified in the Unit Owner's deed.

E3. Visitors should plan to park elsewhere unless they shall be here for only a short period of time (less than three hours, *except for one hour in the summer season*). If a visitor will be here longer, their vehicle must have a "visitor sign" with the Resident's Unit Number printed on it displayed on the front dash, and the Resident must park his or her vehicle elsewhere (i.e., the combination of the Resident's and the visitor's parking cannot exceed the authorized parking spaces for that Unit). It is permissible to ask another Unit Owner or Resident who is not using their parking space if that space may be used for a guest. If that request is approved, the "visitor sign" must reflect the requesting Owner/Resident's Unit Number as above and the granting Owner/Resident Unit Number in parenthesis, e.g., D-4 / (D-6).

E4. All Residents must "register" (i.e., notify and list) their vehicles with the Harborside Condominium Management Company. Residents must provide the vehicles make, model, color and license plate number.

E5. The parking area shall be used only for the parking of approved private passenger motor vehicles displaying current license plates, inspection stickers and being maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearances.

E6. An approved vehicle shall be any conventional passenger vehicle, including; (whether bearing commercial plates or not) sport utility vehicles, passenger vans, mini-vans, and private pick-up trucks, motorcycles or any such vehicle that the Trustees may determine through Rule, for the personal use of the Unit Owner or Resident entitled to use said Parking Space and their immediate family. Prohibited from parking in the parking areas are all other vehicles including but not limited to; trucks 1 ton or larger, equipment burdened pick-up trucks and vans (excepting passenger vans with luggage racks), vehicles bearing advertising or signage, recreational vehicles, mobile homes, trailers (whether capable of independent operations or attached to an automobile or other vehicle), boats, watercraft of any kind, vehicles too large to fit into the marked boundaries of a single parking space, and any unregistered vehicle, except with the written consent of the Trustees and for the parking from time to time of commercial vehicles providing services at Harborside Condominium.

E7. Vehicles must be able to be moved for snow removal purposes. If any Unit Resident vehicle owner shall be absent from his or her Unit for more than a 24 hour period during the months of November through March, he or she must have the ability to have their vehicle moved if necessary for snow removal. In preparation for an expected snow storm, vehicles will be parked in the lower lot, up against the B or C Buildings or along the seawall starting from the north. The goal is to not have any vehicles in the upper lot or in the path of the plow to the south end of the seawall. After the plowing and shoveling, vehicles may be parked in the upper lot, but pulled as far forward as possible against the C Building and in as close as possible along the south side of the upper driveway. Do not block the garages or carports. A "no parking" cone may be placed in the "Compact Car Only" spot next to the entry way to the C Building, as it's very difficult to get vehicles out of the carport if a snow bank forms.

E8. Owners and Residents who are away for an extended period of time must park their cars along the south side of C Building in the lower lot to help facilitate plowing and snow deposits but must not park in the spaces directly in front of C2, and the gate located at the sea wall end of the fence for C1 and C2.

E9. No mechanical vehicle maintenance (e.g., oil changes) is permitted in the Common Area parking lots nor carports and garages.

E10. The Trustees may levy fines of \$25.00 per incident, per day for violations of parking rules, and may, if necessary, resort to having violators' vehicles towed at the owner's expense.

F. Docks

F1. The Harborside Docks (North and South Floats) are part of the Common Area and Facilities. They are administered by the Harborside Dock Committee (HDC), composed of three Resident Owners, one of whom is a Trustee. The HDC is responsible to the Trustees for the management, operations and maintenance of the docks, gangways, and auxiliary services (such as water and lighting for the docks), management of the dock facilities to include reservations and rental of dock tie-up spaces, financial management of the fees paid by both Unit Owners (an annual allocation from the Common Element Fees) and the additional fees paid by Resident boat owners who reserve spaces for seasonal tie-ups, and for administration of safety procedures to include maintenance of gates to the gangways, posting of safety-related signs, and maintaining safety equipment on the docks (such as safety rings).

The current Harborside Docks Rules and Regulations are published on the Harborside website www.harborsidecondos.info.

(The addition of the language and the elimination of Sections F2-F10 were made and approved unanimously by the Board of Trustees during a regular Board meeting on April 22, 2015.)

G. Pets

G1. In accordance with the Master Deed (paragraph 9. (g), Restrictions on Use), no dogs, cats, or other animals, birds or pets of any kind shall be

raised, bred, kept or permitted in any Unit or Common Area or Facilities without the written consent of the Trustees.

G2. Neither pet dogs nor cats are permitted to be in any Common Areas or Facilities without being attended by their owner (on a leash), unless they are contained within an Exclusive Use Common Area. Unit Owners or Residents must obtain prior written approval of the Trustees for an "outdoor" cat (e.g., to permit a pet cat to be outdoors unattended).

G3. Unit Owners or Residents are responsible for the actions of their pets, and they must conform to the applicable laws, regulations and ordinances of the town of Marblehead.

G4 All approved pets must be registered and licensed with the Town of Marblehead, and inoculated in accordance with the ordinances of the Town of Marblehead.

G5. No animals may be maintained for commercial purposes.

G6. The Trustees may revoke the approval of any pet after giving written notification to the Owner or Resident via registered mail or otherwise delivered to the animal owner with a detailed description of the offense(s) and allowing the owner a chance to rectify the offending situation.

G7. Visitors who bring their pets onto Harborside property shall abide by all the Rules and Regulations pertaining to pets. Unit Owners shall be responsible for the actions of the pets of their tenants, guests and agents.

H. Delinquent Fees and Assessments

H1. Any fee or assessment payment not received within 14 days after the due date (being the first of the month) shall be termed delinquent. At the time a fee becomes delinquent (on the 14th day of the month, as set forth in Article VII of the By-Laws), a late charge of \$25.00 shall be added to the Unit Owner's account and recorded for the subsequent statement. Interest in the amount

of one and one-half percent per month (1 ½ %) shall be charged to all outstanding past due balances.

H2. Payments received from a Unit Owner shall be applied in the following order of priority: (1) Late Fees; (2) Interest; (3) Special Assessments; (4) Collection and Enforcement Costs; and (5) Common fees.

Leasing Policies

I1. Any Unit to be leased shall be leased in its entirety and shall be leased for a period of not less than 30 days. Leases may not be assigned nor sublet without the prior written approval of the Trustees.

I2. Unit Owners who rent their Units shall specify in their Tenant's lease the exact number of parking space(s) authorized in accordance with the Master Deed, and shall require their Tenants to register their vehicle(s) with the Harborside Condominium Management Company in accordance with the Rules and Regulations pertaining to Motor Vehicles.

I3. The lease must require that the tenant read and comply with the Harborside Condominium Rules and Regulations. Failure to comply with all rules and regulations shall be grounds for default under the lease. In accordance with the Master Deed (paragraph 9., Restrictions on Use), all leases shall contain the following notice: "The Tenant, by signing this lease, acknowledges that he or she has been furnished with a copy of the Harborside Condominium Rules and Regulations, and that he or she has read and understands the same, and that he or she shall be expected to comply in all respects with the same."

I4. A copy of all leases shall be provided to the Harborside Management company within 30 days of the signing of the lease. Leases on file with the Management Company shall only be used for compliance purposes. Unit Owners and their Tenants may remove any references to the amount of rent paid and any highly personal information (e.g. driver's license numbers, social security numbers, etc) prior to providing the lease agreement to the Management Company. Contact information (name of tenant(s), phone num-

ber(s), email address(es) for the Tenant(s) must be provided to the Management Company within 30 days of the lease signing.

Insurance

J1. As stated in the Rules and Regulations pertaining to the Use of Resident Units and Common Areas and Facilities, above, nothing shall be done or kept in any Unit or in any Common Areas and Facilities, which would increase the rate of insurance of the Condominium Property (buildings and contents within), without prior written approval of the Trustees. No Unit Owner or Resident shall permit anything to be done, or kept in his or her Unit or in any Common Areas and Facilities which would cause the cancellation of insurance coverage or increase insurance premiums of the Condominium Property, or which would be in violation of the law.

J2. All Unit Owners and Residents shall comply with the Rules and Regulations of the New England Fire Rating Association, or other insurance inspection or rating bureau having jurisdiction, and with the Rules and Regulations contained in any fire insurance policy covering the Condominium.

J3. All Unit Owners and Residents shall immediately report to the Trustees or the Condominium Management Company any damage by fire, accident, or other causes, which affect any Unit or any Common Areas and Facilities or affect the liability of the Unit Owners or the Condominium Trust.

Administration

K1. The Trustees must approve all Harborside Condominium Committees in writing, and will review the status and composition of each committee when needed.

K2. Any consent or approval given under these Rules and Regulations may be added to, amended, or revoked at any time by the Trustees. Any added, amended or revoked consent or approval shall take effect only after written

notice to the affected Unit Owner or Resident via registered mail, email, hand-delivery or otherwise delivered to said Unit Owner or Resident.

K3. The right is specifically reserved to the Trustees to rescind, change, or amend the foregoing Rules and Regulations, and to adopt other Rules and Regulations as from time to time the Trustees deem necessary.

K4. In the event of a violation of the Harborside Condominium Rules and Regulations, the following procedure shall apply: (1) A written notification of the alleged violation shall be sent via registered mail, email, hand-delivery or otherwise delivered to the Unit Owner; (2) The notification shall detail the alleged violation and provide the opportunity for an Appeal Hearing before the Trustees within seven (7) days; (3) If the Unit Owner requests a Hearing and the Board determines that there was a violation, the Unit Owner shall be liable for a fine of \$25.00 per day retroactive from the date of the Hearing; (4) The fine shall continue until the violation is corrected; each day a violation continues shall be considered a separate violation; and (5) The fine shall constitute a lien against the Unit pursuant to the provisions of Section 6 of the Massachusetts General Laws, Chapter 183A.

K5. All communications and input from Unit Owners to the Trustees is to be forwarded in writing (letter or email) to the Harborside Management Company, and not communicated directly to individual Trustees.

K6. The Trustees will retain a Harborside Condominium Management Company to manage the Harborside property, to administer these Rules and Regulations, and to carry out all other affairs of the Trust as directed by the Trustees.

L. Previously Adopted Amendments to the Rules and Regulations

L1. Antenna and Satellite Dish Rules and Regulations
Document Number 468670
Adopted June 7, 2006

L2. Unit Owner Maintenance Resolution
Document Number 471809
Adopted September 6, 2006

L3. Insurance Resolution
Document Number 473811
Adopted January 18, 2013

Document: 588260

CERT

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS

RECEIVED FOR REGISTRATION

On: 12/18/2017 01:36 PM

Noted on Cert: 0023 000