

THE MONTVALE CONDOMINIUM TRUST
RULES AND REGULATIONS

The Rules & Regulations are in addition to the Master Deed and Declaration of Trust (By-Laws). It is the Unit Owners responsibility to know what is contained in these documents.

Violations for the Rules & Regulations are subject to fines and penalties as the Trustees may from time to time establish. A Unit Owner must make all complaints alleging a violation in writing to the Board of Trustees via Management, (email is an accepted form of written communication). An alleged violator will be afforded an opportunity to be heard once a fine or penalty is imposed. A request to be heard must be made in writing to the Board of Trustees via Management. If the Unit Owner does not dispute the alleged violation within 10 days of receipt of notice, the notice shall be considered duly served.

A written notice/warning will be issued for all first alleged offenses, unless otherwise specifically stated. For subsequent violations, fines will be imposed as follows: second offense – seventy-five dollars (\$75.00), third offense – one hundred dollars (\$100.00), fourth and subsequent offenses – one hundred fifty dollars (\$150.00). In addition to monetary fines, violations are also subject to certain other penalties. Each day a violation exists (after such notice) shall be treated as a separate violation and, if applicable, an additional fine will be assessed.

Fines that have not been paid in thirty (30) days will result in a \$25.00 late charge. Any Unit Owner delinquent in the payment of fines as well as late fees shall be responsible for all costs and expenses including reasonable attorney fees, incurred by the Association in collection of said fines.

If a violation results in damage to the condominium property, increased insurance rates, or any expenditure of time and resources, the Unit Owners account shall be assessed for any and all expenses incurred by the Association.

1. CONDOMINIUM FEES

- 1.1 All monthly maintenance fees are due and payable of the first day of the month. Payments received after the 15th of the month are considered late. After the 15th of the month accounts with late payments and accounts with a past due balance will be assessed a \$25.00 fee. Any Unit Owner delinquent in the payment of condominium fees shall be responsible for all costs and expenses including reasonable attorney fees, incurred by the Association in collection of said fees for common expenses and enforcement of any lien in connection therewith.

2. EMERGENCY CALLS

- 2.1 If Management or their agent receives and responds to an emergency call from a Unit Owner or resident, and it is determined that the emergency call is not a Common Area issue, the Unit Owner shall be charged for the emergency service call (ex: responding to lockouts) as well as any repairs that were needed.

3. COMMON AREA

- 3.1 There shall be no obstruction of the Common Areas nor shall any personal property of the Unit Owners, occupants, agents, employees, licensees, or visitors be stored or left in any part of the Common Areas without the prior consent of the Trustees, except as expressly provided in the Declaration of Trust or in the Master Deed, or except in those areas specifically designated for that purpose.
- 3.2 Leaving food or water out in the Common Areas or anywhere else on the Condominium property is strictly forbidden.

- 3.3 Nothing shall be removed from the Common Areas except with written permission from the Board of Trustees.
- 3.4 Except as otherwise provided in the Master Deed or Declaration of Trust, no portion of the Common Area shall be decorated or furnished by any Unit Owner in any manner. Nothing shall protrude from the windows of any Unit; such as awning, screen, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit, Common Area or any part thereof.
- 3.5 Ball playing, roller blading, or any type of play of the Condominium property is strictly forbidden.
- 3.6 Bicycles may not be ridden on any landscaped areas of the complex, and may not be stored in interior or exterior parking spaces.
- 3.7 No smoking in any of the interior Common Areas, including hallways, stairwells, elevators, or community room. Smoking is allowed outside, but cigarette butts cannot be disposed of on Condominium grounds. Smokers must be twenty five (25) feet away from the building. Cigarette trash receptacles are provided outside each elevator in the lower and upper level garages. If cigarette smoke from one unit drifts into a neighboring unit, the owner of the originating unit must take steps to try to minimize the problem.

4. UNITS AND COMMON AREA RESTRICTIONS

- 4.1 Nothing shall be done or kept in any Unit or Common Area that will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential or accessory use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done or kept in his/her Unit, assigned storage bin, or in or on the Common Area that will result in the cancellation of insurance of the Condominium, or contents thereof which would be in violation of any law.
- 4.2 No noxious, offensive or unlawful activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which is or may become a nuisance to other Unit Owners or occupants, and all valid laws, ordinances, codes, regulations, rules and orders of any authority having jurisdiction there-over shall be observed. No Unit Owner shall make or permit continuous or unreasonably loud noises or sounds by himself, his family, employees, agents, visitors or licensees, nor do or permit to be done by such persons that will adversely affect the rights, comforts or convenience of Unit Owners. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his/her Unit, or from the doors or windows thereof, any dirt or other substance.
- 4.3 Unit Owners are responsible for their impact and their guests' impact on cleanliness and condition of both interior and exterior Common Areas.
- 4.4 Unit Owners are responsible for their and their guests' impact on noise levels and shall minimize noise levels so as to not to disturb the occupants of other units, and shall take particular care to minimize noise levels from 11:00PM to 8:00AM.
- 4.5 Work that is being done to a Unit must be done between the hours of 8:00 AM – 5:00PM Monday – Saturday only, whether the work is being completed by a Contractor or by the Unit Owner themselves. Except in a case of an emergency.
- 4.6 Nothing shall be done in or to any Unit or Common Area that could impair the structural integrity of the Buildings or structurally change the Buildings or endanger the safety of the Unit Owners or occupants.
- 4.7 Each Unit Owner shall maintain his/her Unit and any Limited Common Area for the exclusive benefit of such Unit in good order and repair, except as otherwise specifically provided in the Declaration of Trust or the Master Deed.

- 4.8 All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Trustees, Fire Underwriters, and the public authorities having jurisdiction there over. The Unit Owner shall be liable for any damage or injury caused by any such electrical equipment that is not in compliance as aforesaid.
- 4.9 All service providers and contractors must have a current liability insurance policy specifically naming The Montvale Condominium Trust and the current Management Company as additional insured's, and have Workers Compensation Insurance. Service providers may not access roof areas.
- 4.10 Flammable, combustible or explosive materials, chemicals and substances may not be brought or stored in any unit, storage bin, or in the Common Area.
- 4.11 The water closet (toilet) and other water apparatus shall be used only for the purpose for which it was installed, and any damage to or repairs required to the plumbing systems of the buildings resulting from any misuse thereof, shall be incurred by the Unit Owner who causes the damage.
- 4.12 Outdoor cooking is not allowed anywhere on the property.

5. HVAC UNITS

- 5.1 If a Unit Owner intends to re replace the HVAC unit, Unit Owners must obtain approval from the Board of Trustees via Management. The request for approval shall be made in writing including the details of the equipment in what will be replacing the current HVAC unit. The replacement HVAC unit must comply with size specifications in accordance with the building's main unit and be properly installed and pitched.
- 5.2 Space heaters are not permitted to be used in the units.

6. KEYS

- 6.1 If a key(s) of a unit or motor vehicle are entrusted by a Unit Owner or occupant, licensee or visitor to any agent or employee of the Trustees, the acceptance of such key(s) shall be at the sole risk of such Unit Owner or occupant or by his agent, employee, licensee or visitor, and the Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith. Notwithstanding the foregoing, the Trustees, or their designated agent, may request and obtain a passkey to each Unit. No Unit Owner shall alter or install any lock without the consent of the Trustees.
- 6.2 Keys to the pool are for the resident's use only. These keys may not be given to non-residents and/or guests to use.
- 6.3 The fee for Management or their agent, to respond to a lockout is minimum of fifty (\$50.00) dollars and is subject to change without notice.

7. LIABILITY

- 7.1 The use of the Units and the Common Areas, as well as the safety and maintenance of all personal property of the Unit Owners, or occupants, their agents, employees, licensees, or visitors kept in such areas, shall be the responsibility and at the sole risk of the respective persons, and neither the Trustees, sponsors nor their respective agents, persons, or employees shall bear any responsibility.
- 7.2 Each Unit Owner or occupant assumes responsibility for his/her own safety and that of his agents, persons, employees, invitees, licensees or visitors.

- 7.3 The Trustees shall not be responsible for the loss of or damage to any package or other items that may be delivered by the U.S. Postal Service or any other delivery service agency.

8. PETS

- 8.1 Only Unit Owners are allowed to have one pet per unit in accordance with the Master Deed, but subject to the rules and regulations adopted by the Trustees.
- 8.2 Renters are not allowed to have pets.
- 8.3 A pet must be properly registered with Management prior to residing in the Condominium or a fine of \$100.00 shall be imposed.
- 8.4 Dog owners residing in or visiting the Condominium must comply with the laws of the Town of Stoneham, Massachusetts, including, but not limited to, license, leash law, vaccination, duty to dispose of feces and restraint against barking, biting, howling or in any other manner disturbing the quiet of any person. Any violations of the Town of Stoneham's ordinances shall also deemed in violation of the policies and regulations of the Condominium.
- 8.5 The pet-owner must take his/her dog to the designated Pet Area, on the far North end of the property, to relieve itself. The pet shall be leashed at all times and in the control of the pet-owner and pet-owner must dispose of the dog's feces. Under no circumstances are dogs allowed to relieve themselves in front of either building, on the grass areas, in the flowerbeds, or shrubbery.
- 8.6 Pet owners have a duty to control their pet at all times, to prevent pet odors from invading Common Areas or other Units in the buildings and to prevent the pet from disturbing other residents of the buildings with excessive noise, whether by barking, meowing, whining, scratching, jumping or other pet behaviors, regardless of whether these behaviors occur within Units or in Common Areas.
- 8.7 If a pet should have an accident in Common Areas, inside or outside of the buildings, the pet-owner is responsible to clean the pet's mess immediately. Disposal of feces or other matter shall be accomplished by transporting and disposing of such matter to and in a suitable trash container (located in the lower level of the garage).
- 8.8 A pet shall be on a leash or carried whenever it is in the Common Areas. All pets found any place other than in the Owner's Unit (or custodian's unit), not under control of the owner custodian shall be deemed to be running loose and in violation.
- 8.9 No pet is allowed to enter or exit the buildings through the front doors. All pets must enter and exit the buildings through the side doors, elevators or the stairwells. Pets are not allowed to cross the lobby or go through the front doors. The indoor Common Areas are only to be used by pets as a means of ingress and egress to the outdoors. Exercising of pets in indoor Common Areas, including the garages is strictly prohibited.
- 8.10 Notwithstanding any provision hereunder, any unit owner permitted to have a dog shall be prohibited from having a dog listed on the Association's insurance policy's unacceptable list. Below is a list of the restricted breeds of dogs. These breeds and mixtures are not permitted to reside at The Montvale. The following list is as of September 2008 and is subject to change without notice.

Aktia
Alaskan Malamute
American Staffordshire Terrier
Bulmastiff
American Bulldog
Mastiff
Chow

Dalmatian
Doberman Pinscher
Eskimo Spitz
German Shepherd
Giant Schnauzer
Great Dane
Husky
Pit Bull
Presa Canario
Rottweiler
Saint Bernard
Wolf Hybrid

Or any mix of the above breeds

- 8.11 Visiting pets are not allowed at the property without the prior written permission of the Board of Trustees.

9. ROOF DECKS

- 9.1 No Unit Owner shall perform any construction or alteration with respect to any roof decks until (i) plans and specifications have been submitted to and approved in writing by the Trustees, which approval shall not be unreasonably withheld, and (ii) any necessary building permits have been obtained from the Town of Stoneham. All such construction and alterations shall be performed in accordance with such plans, specifications and permits, and in a good and workmanlike manner.
- 9.2 Each Unit Owner having an easement for the exclusive use of a roof deck shall keep such roof deck in good repair at his or her own expense and shall indemnify and hold harmless the Condominium Trust for any damage to the Common Areas and other units resulting from the construction, alteration, maintenance or use of such roof decks.

10. DELIVERIES

- 10.1 Unit Owners are responsible to notify delivery companies to enter through the lower level of the buildings. Deliveries of large items such as, but not limited to, furniture, televisions, appliances, large boxes, and any other large items, must be made through the lower level garage elevators. A fine of \$100.00 shall be imposed for violation thereof and any expenses associated therewith shall be assessed without further notice.

11. TRASH

- 11.1 The following items cannot be put down the trash chutes: Hangers, cleaning fluids, aerosol cans, medical waste, flammable material, raw garbage, kitty litter, large bulk items, pizza boxes and cardboard boxes.
- 11.2 Kitty Litter must be placed in a double sealed plastic bag and placed in the barrels on the lower level of the garages.
- 11.3 Cardboard boxes must be broken down and placed under the sign in the garage.
- 11.4 All carpet and any other construction debris is the Unit Owner's responsibility. These items are not to be left anywhere on the property at The Montvale.
- 11.5 Disposal of televisions, computer monitors, batteries, tires, and other hazardous waste must be disposed of in compliance with the rules and regulations governed by the Environmental Protection Agency and the Massachusetts Department of Environmental Protection.

12. RECYCLING

- 12.1 The recycle bins are only to be used for cans, glass, plastic and paper items.
- 12.2 Under no circumstances can Kitty Litter, raw garbage, milk, juice, beer, wine, or any other container that still has liquid in it; be placed in the recycle bins.

13. INSURANCE RESOLUTION

- 13.1 The Condominium shall maintain insurance as required by Article V, Section 5.9 of the Declaration of Trust.
- 13.2 The Trustees shall determine the amount of deductible, which is currently \$5,000.00.
- 13.3 The Unit Owner shall be responsible for the payment of the Master Policy deductible. In connection therewith, the Trustees shall have the right to assess the deductible to Unit Owners as the Trustees may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible to Unit Owners(s) sustaining property damage to their units.
- 13.4 In the event of property damage to a unit or units, the Trust shall not be responsible for the payment of the deductible but rather said Unit Owner or Unit Owners shall be responsible for same regardless of the cause of the claim.
- 13.5 Each Unit Owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds and amounts to insure his or her unit, personal effects and contents, unit improvements and coverage for the Condominium Trust's deductible, as well as, insuring for liability and all such other coverage which said Unit Owner desires. Documentation of said Insurance Policy must be submitted to Management by October 1st each year.
 - A. All Unit Owners shall obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, coverage A in satisfactory amounts, and any other insurance deemed necessary by the Unit Owner or his or her agent to provide coverage for the Condominium's deductible.
 - B. It is recommended that all Unit Owners review their own insurance coverage with their own insurance agent or insurance advisor.
 - C. Investor Owners should also obtain coverage for the loss of rent, liability and all other appropriate coverages. Investor Owners should obtain written verification that their tenants have appropriate insurance coverage.
- 13.6 Damage less than Master Policy Deductible – If a Unit Owner sustains property damage in amounts less than the Condominium Trust's Master Policy deductible, the Unit Owner shall be solely responsible for the cost to repair the damage, and the Unit Owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a unit in an amount less than the deductible, and no Unit Owner shall file a claim under the Master Insurance Policy. The Unit Owner must resolve the claim with their individual insurance agent or carrier.
- 13.7 Damage in Excess of Master Policy Deductible – The following steps should be followed when damage occurs in a unit in excess of the Condominium Trust's master policy deductible:
 - A. Damage in excess of the Condominium Trust's Master Policy deductible must be reported within 24 hours to Management. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. Unit Owners shall also notify their Insurance Carrier at the same time. The damage may be inspected to assess the approximate cost of the damage.
 - B. The Management Agent will notify the Trust's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants, the

Management Agent will secure approval for these repairs from the Insurance Carrier.

- C. The Management Agent will instruct the Unit Owner to secure bids to repair the damage within thirty (30) days. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner's signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with their own insurance agent or carrier, as per Rule 13.6.
 - D. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Agent and the Master Policy Adjuster in order that the scope of the work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of Insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.
 - E. In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the Unit Owner must abide by its decision.
 - F. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence work. Unit Owners may ask that the Trust request payment of the claim in order that the Unit Owner has funds to initiate restoration work.
 - G. Final payment will be made when:
 - i. The Insurance Adjuster has had the opportunity to inspect all repair work, if required.
 - ii. The Trust has received the final payment from the Insurance Carrier.
 - iii. The Unit Owner has signed a release.
- 13.8 The Trust shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.
- 13.9 The Unit Owner is responsible for the condominium master policy deductible for items covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc. not covered by the Master Policy,

14. MOVE IN/OUT

- 14.1 When a change in occupancy occurs, each Unit Owner; including, an Owner of a unit that is occupied by a tenant, shall notify Management and complete a new census form.
- 14.2 When a change in occupancy occurs, each Unit Owner, including an Owner of a unit that is occupied by a tenant, shall deposit the sum of \$200.00 with Management thirty days (30) prior to the moving date. If Management has not received the move-in/move-out deposit at least seven days (7) prior to the move date, a \$100.00 fine will be assessed to the Unit Owner's account. The Unit Owner moving out must provide Management with their forwarding address at the time of the deposit.
- 14.3 Fifty dollars (\$50.00) of said deposit shall be retained by the Association not as a penalty, but to cover administrative costs too difficult to ascertain with exactness, but which are incurred in connection with a change in occupancy.
- 14.4 The balance of the deposit is refundable, pro rata, depending on whether the regulations are followed and whether additional costs, charges, fines and/or damages are to be charged to the Unit Owner.

- 14.5 Any resident moving in or out of a Unit of the Condominium shall schedule the move with Management (a minimum of seven days in advance) to allow ample time for Management to protect the elevators and other Common Areas for the scheduled move.
- 14.6 All moves must be completed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Saturday. Moves are not permitted on Sundays or holidays.
- 14.7 The balance of the deposit shall be forfeited if the move in or move out is not completed within the allotted time frame or if it was not previously scheduled with Management.
- 14.8 Unit Owners will also be responsible for fines resulting from violations of rules and regulations pertaining to move in/move out, and any damages caused during the move by themselves, their tenants, or their movers.
- 14.9 An elevator key will be provided to the resident who is moving. This key must be used when using the elevators during the move. The key must be returned promptly by the end of the day. The Unit Owner will be fined \$100.00 if the key is not used during a move or the key is not returned, plus the cost for repair of damages caused to the elevator from not using the key.
- 14.10 Garage and building doors must not be propped open and left unattended.
- 14.11 The Trustees may charge the Unit Owner for the cost of repair of any damage to the Common Area and for the cost of cleaning trash and debris left in the Common Areas as a result of the move by a Unit Owner, or Tenant of a Unit Owner. The Trustees may also charge the respective Unit Owner for any damage caused to another unit at the time of a move in or move out of the unit by a Unit Owner, or Tenant of a Unit Owner.

15. LEASING/RENTING

- 15.1 Any Unit Owner, who shall rent or lease his/her unit, shall contact management to request a new census form. This form must be completed and returned prior to commencement of the lease.
- 15.2 The minimum term of a lease is 6-months duration. The Unit Owner must furnish a copy of the executed lease to Management, and the permanent address and emergency telephone number of the Unit Owner(s) prior to commencement of such lease. (No unit shall be sublet by the lessee).
- 15.3 All tenants or occupants are subject to Condominium rules and regulations, and the Unit Owner(s) shall be held responsible for all infractions, if any. The lease shall contain an express provision that the tenant has received a copy of the Condominium Documents including the Handbook and Rules and Regulations, or appended thereto, which provision must be separately signed by both the Unit Owner and the tenant, and a copy furnished to Management.
- 15.4 The Unit Owner (not the tenant) is always responsible for Condominium fees, assessments, Move In/Out deposit/fee, insurance deductibles, or any other charge the Trustees may assess to the unit.

16. PARKING

- 16.1 No deeded parking space shall be used by any person other than the owner of the space, owner's lessee, or guests. Each parking space is to be used solely for the parking of currently registered and licensed private passenger vehicles in operating condition. No items can be left in parking spaces.
- 16.2 Unit Owners may not park in visitor spaces without prior written permission from the Board of Trustees.

- 16.3 Visitors may park in the spaces directly in front of the buildings, in front of the swimming pool fence and along the hill leading up to the buildings for no longer than 48 consecutive hours. For longer duration Visitors must park in the visitor spaces at the bottom of the hill, with prior written permission from the Board of Trustees.
- 16.4 Contractors, workers, delivery vehicles (cars and/or trucks), etc. must park in the designated visitor parking spaces only and are not allowed to park overnight. It is the responsibility of the Unit Owner to inform his/her tenants, guests, contractors, workers, etc. of the parking restrictions. Decisions regarding what qualify, as a commercial vehicle will be at the discretion of the Board of Trustees.
- 16.5 Overnight parking of commercial and/or lettered vehicles is not allowed on the premises without prior written permission from the Board of Trustees. Violators will be fined \$75.00 per night.
- 16.6 Parking is strictly prohibited in the FIRE LANES and HANDICAPPED spaces. Any vehicle parked in a fire lane or handicapped space may be ticketed by the Stoneham Police Department or towed without notice at the Owner's expense. Vehicles parked in NO PARKING zones are subject to fines or towing.
- 16.7 Vehicles parked in violation of the policies and regulations unless otherwise stated, may be given a warning, fined, ticketed, or towed (depending on the severity of the offense, inconvenience, or hazard such violation poses to other residents. Ticket and tow charges shall be at the vehicle owner's expense. Unit Owner's accounts shall be assessed with fines for violations of the parking rules by the Unit Owner, and their guests, invitees, or tenants of a Unit Owner.
- 16.8 Vehicle repairs are not permitted anywhere on the Condominium property. If a vehicle is repaired on the Condominium property and such repair causes damage to the property, the cost to repair such damage will be assessed to the Unit Owner, and fines may be imposed at The Trustees discretion. Unregistered, uninsured, or non-inspected vehicles are also not permitted anywhere on the Condominium property and, after appropriate notice, may be towed at the owner's expense.
- 16.9 The parking spaces are to be used solely for the parking of vehicles.

17. SNOW REMOVAL

- 17.1 Residents and their guests, who do not comply with the posted snow removal procedure and thereby hamper snow removal, will be fined. The resident will also be responsible to clear the parking space.

18. POOL

- 18.1 The following Swimming Pool Rules and Regulations and Sanitary Code are posted in the pool area.
- 18.2 No lifeguards are on duty at the pool. Use of the pool is at your own risk.
- 18.3 No swimming after dusk.
- 18.4 No alcohol allowed in the pool area.
- 18.5 Only three (3) guests allowed at the pool per unit. Requests for exceptions to this rule must be put in writing to Management. Requests will be reviewed by the Board of Trustees.
- 18.6 All guests must be accompanied by a resident of the Montvale Condominium.
- 18.7 Children under the age of 15 MUST be accompanied by an adult resident.

- 18.8 Parents MUST take responsibility for their children and make sure they are not unruly.
- 18.9 NO smoking
- 18.10 Please do not reserve furniture for the individuals that have not yet arrived at the pool.
- 18.11 If you are using suntan lotion/oil, please place a towel on the furniture to protect the furniture from discoloration.
- 18.12 Obscene language and/or behavior are prohibited.
- 18.13 The following items are NOT allowed in the pool or the pool area:
 - Alcohol of any type
 - Glass containers of any kind
 - Pets or animals of any kind
 - Diapers in the pool (Children that are not toilet trained MUST wear the special "swimmie" pull-ups when in the pool)
 - Flotation devices of any kind (including children training swimmies)
 - Footballs, basketballs, Frisbees, balls of any kind
- 18.14 NO diving or jumping allowed in the pool
- 18.15 NO throwing money in the pool
- 18.16 NO standing or walking on the ropes. DO NOT move the ropes.
- 18.17 NO rowdiness, running, or playing of any kind in the pool area
- 18.18 NO cooking allowed in the pool area
- 18.19 PLEASE properly dispose of food and beverage containers in the barrels provided
- 18.20 No excessive screaming
- 18.21 Adults should not swim alone
- 18.22 Pool furniture is offered on a first come, first serve basis.
- 18.23 SANITARY CODE: No person having a communicable disease shall be employed or work at a swimming, wading or special purpose pool.

The following regulations will be enforced by the operator: (a) No bather shall enter the pool unless he first takes a cleansing shower. (b) No bather shall wear a bathing suit that is unclean. (c) No person suffering from a fever, cough, cold, inflammation of the eyes, nasal, or ear discharges, or any communicable disease shall be allowed the use of the pool. (d) No person with sores or other evidences of skin disease, or is wearing a bandage, or medical covering of any kind, shall be allowed the use of the pool. (e) No person shall spit in, or in any other way contaminate the pool or its floors, walkways, aisles, or dressing rooms. (f) No glass, with the exception of shatterproof light shields, shall be permitted in the pool or on walkways within 8 feet of the pool. (g) No person shall bring or throw into the pool any objects that may in any way carry contamination or endanger the safety of bathers. (h) Not to exceed 40 bathers.

The operator shall cause a sign to be placed at the entrance of the pool enclosure, or on a wall of the dressing room where one is provided, which reads substantially as follows: "All persons are required to take a cleansing shower/bath before entering the pool. No person with a communicable disease is allowed to use the pool."

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**MONTVALE CONDOMINIUM TRUST
CERTIFICATE OF ADOPTION OF RULES AND REGULATIONS**

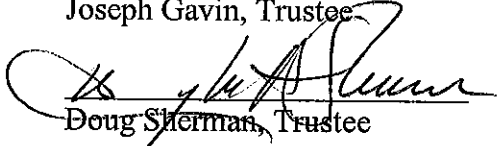
Reference is hereby made to that certain Master Deed And By-Laws recorded with the Middlesex South Registry of Deeds at Book 17291, Page 560 and Book 17291, Page 587, respectively, the organization of Unit Owners of the Montvale Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A.

We, the undersigned, being a majority of the Trustees of said Montvale Condominium Association, do hereby certify that the Board of Trustees has, in accordance with Article V, Section 5.1 and Article V, Section 5.15 of said By-Laws, adopted the Rules and Regulations attached hereto.

THE RULES AND REGULATION AS HEREBY ADOPTED SHALL
SUPERSEDE AND SUPPLANT THOSE PREVIOUSLY IN EXISTENCE.

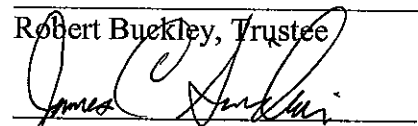
Executed under seal this 5 day of January, 2009

Joseph Gavin, Trustee


Doug Sherman, Trustee


Edward Fallon, Trustee

Robert Buckley, Trustee


James Sinclair, Trustee

TRUSTEES OF THE MONTVALE
CONDOMINIUM TRUST AND
NOT INDIVIDUALLY

Marcus, Errico, Emmer & Brooks, P.C.
45 Braintree Hill Park, Suite 107
Braintree, Massachusetts 02184

COMMONWEALTH OF MASSACHUSETTS

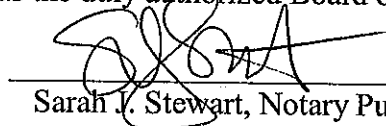
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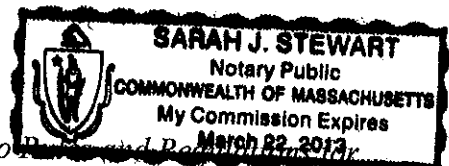


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On this 5 day of January, 2009 before me, the undersigned notary public, personally appeared Doug Sherman, Edward Fallon,
_____, and James Sinclair proved to me through satisfactory evidence of identification, which was personal knowledge to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Montvale Condominium Association.


Sarah J. Stewart, Notary Public



This notarization is attached to a ten (10) page Amendment as to the
the Montvale Condominium Trust, 100-200 Ledgewood Drive, Stoneham, MA.