

GATEWAY CONDOMINIUM

AMENDED RULES AND REGULATIONS

Revised March 2004

Schedule A

Rules & Regulations Annexed To the By-laws of The Gateway Condominium Trust:

The Board of Trustees shall enforce obligations of the Unit Owners and may levy fines against the Unit Owners for violations of the M.G.L. c. 183A (the "Condominium Act"), Master Deed, Declaration of Trust, By-Laws and Rules and Regulations (collectively "governing documents") governing the conduct of the Unit Owners, residents, and persons for whom they are responsible, in such amounts as the Trustees, in their sole discretion so determine, but no less than a minimum of Fifty Dollars (\$50.00). Each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner(s) involved as if the fines were common charges owed by the particular Unit Owner(s) involved, and if any expense is incurred by the Board as a result of a Unit Owner's failure to abide by the Condominium Act, Master Deed, Declaration of Trust, By-Laws, Restrictions, Rules and Regulations, or by the misconduct of a Unit Owner or his family members, tenants, or invitees, the Trustees may assess those expenses exclusively against the Unit Owner and such assessment shall constitute a lien against that unit and shall be enforceable as a common expense.

The Rules and Regulations are in addition to the Master Deed and Declaration of Trust. It is the Unit Owners' responsibility to know what is contained in these documents. Any violation to the Rules and Regulations, Master Deed and or the Declaration of Trust will result in a fine or what might otherwise be stated.

1. PROPERTY:

1.1. No Unit shall be used for any purpose other than residential housing. Notwithstanding the foregoing, to the extent permitted by the applicable zoning ordinance, a person residing in any Unit, may maintain therein a personal office for this professional and/or business use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities

in the Unit, no such office shall be advertised or held out or used as a place for service to clients, patients or customers and there are no extraordinary package deliveries or pickups.

2. MOVE-IN/MOVE-OUT POLICY:

2.1. Prior to moving out you must notify Management at least thirty (30) days prior to schedule the move and provide them with the following information:

- Date of Closing (if you sold your unit).
- Date of Move
- Forwarding address
- \$200.00 Deposit made payable to The Gateway Condominium Trust. Deposit must be received at least one (1) week prior to the move out date.
- Name and address of new Unit Owner/Resident

2.2 Prior to moving in you must notify Management at least thirty (30) days prior to schedule the move and provide them with the following information:

- Completed Census Form for emergency purposes
- \$200.00 deposit made payable to The Gateway Condominium Trust. Deposit must be received at least one (1) week prior to the move in date.
- Copies of the executed lease in the case of a rental. All such leases must comply with the provisions of the Condominium Documents.

2.2. The elevators must be padded prior to moving in or out.

2.4: Moving hours are Monday – Saturday 8:00 a.m. – 5:00 p.m.

2.5. Moving vans, trucks, cars and other vehicles used for the move cannot park in any owner's designated parking space without the prior permission of that Unit Owner. No vehicle shall be left unattended. No vehicles are to block any fire lanes or handicap spaces.

2.6. If you are moving into the North Building, 60 Rantoul Street, you must move in through the front lobby. However the walkway is to be used only for pedestrians. NO VEHICLE CAN BE DRIVEN ON OR PARKED ON the front walkway. There will be an automatic one hundred dollar (\$100.00) for violating this rule.

2.7. All boxes and cartons must be broken down and disposed of properly in the Dumpster.

2.8. Nothing shall be done during the move that will compromise the security of the building.

2.9. Notwithstanding any other provision in the Condominium Documents and/or Rules and Regulations, the failure to comply with this section, in addition to the fines as set forth herein, will result in a fine of Fifty and 00/100 Dollars (\$50.00) or more, for each failure to comply therewith. Any deviation from or non-compliance with this policy will result in fine(s) being assessed against the Unit Owner.

2.10. A minimum of Fifty (\$50.00) Dollars will be withheld from each deposit. If at the conclusion of the move-in or move-out there has been no damage or other violation of these rules, the balance of the deposit will be refunded. However, notwithstanding any other provision in the Condominium Documents and/or Rules and Regulations, any damage or other violation of these rules will result in the forfeiture of part or all of the deposit.

3. USE OF PARKING SPACES:

3.1. Each vehicle shall remain fully within the boundary of the parking space.

3.2. The parking spaces shall not be used for any purpose other than to park one currently registered and licensed private passenger vehicle, including conventional passenger vehicles bearing commercial plates, sport utility vehicles, vans, mini-vans and alike, in operating condition, and excluding specifically, motorcycles, boats, trailers, or other vehicles or items except with the prior written permission of the Trustees.

3.3. Every unit will be issued one numbered parking permit. The parking permit must be displayed on any vehicle parked in an unassigned parking place or risk being towed. When a resident has a visitor or contractor who is parked in an unassigned space they must provide them with the permit that shall be displayed in their vehicle.

3.4. The parking permit will be issued to one specific unit, for the use of that unit. They may not be sold, traded, leased or loaned to any other unit, resident, Unit Owner or person. Unit

Owners or residents are not permitted to rent, lease, sell or take money for the use of an unassigned parking space.

3.5. Unit Owners, residents, visitors, contractors, guests or any of the like shall not park in any of the nineteen unassigned parking spaces in the North or South parking lot for more than seventy two consecutive hours or the courtyard parking spaces for more than twenty four consecutive hours.

3.6. Parking is strictly forbidden in the fire lanes, walkways, or any other common area that is not specifically marked as a parking space.

3.7. The parking areas shall be used only for the parking of motor vehicles displaying current registrations and inspection stickers. They shall be insured and maintained in proper operating condition.

3.8. The above parking rules are all subject to an automatic minimum \$100.00 fine.

4. NO OBSTRUCTION OF COMMON AREAS:

4.1. There shall be no obstruction of the common areas, nor shall anything be stored in the common areas without the prior consent of the Board, except as expressly provided herein or in the By-Laws.

4.2. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.

5. EFFECT ON INSURANCE:

5.1. Nothing shall be done or kept in any Unit or in the common areas, which will increase the rate of insurance of any buildings or contents thereof, applicable for residential use, without prior written consent of the Board.

5.2. No Unit Owners shall permit anything to be done, or kept in the Unit, or in the common areas, which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law.

5.3. No waste shall be committed in the common areas except where provision is made.

6. STRUCTURE OF BUILDING:

6.1. Nothing shall be done in or to any Unit or common area which will impair the structural integrity of any building, or which would structurally change any buildings, or endanger the safety of the Unit Owners or occupants.

7. TRASH COLLECTION:

7.1. All trash shall be placed in non-perforated, tied or sealed plastic trash bags and shall be placed in the trash chutes provided on each floor or inside the containers in each parking lot.

7.2. No object shall be placed in the trash chutes which might jam or clog the chute.

7.3. No garbage or food waste, which can be processed in the garbage disposal, shall be placed in the trash chutes.

7.4. No kitty litter shall be placed in the trash chutes.

7.5. ALL boxes must be broken down and placed in the dumpsters in the parking lots.

7.6. Garbage shall not be left in any of the common areas.

7.7. No large items including, but not limited to, furniture, appliances, carpet or large boxes (all boxes must be broken down) are allowed to be disposed of in the Dumpster. Anyone who disposes of such items, which may cause an extra charge by the rubbish Removal Company, will be charged accordingly as well as fined.

7.8. The Recycle bins are only to be used for paper items, unless expressly marked for cans, glass, plastic or other materials.

7.9. Under no circumstance can the following items be placed in a recycling bin: kitty litter, raw garbage or containers that have not been washed out.

8. SIGNS/NAME-PLATES:

8.1.1. Unit Owners may not display "For Sale" or "For Rent" signs in any part of the common areas, on the outside of their unit door, or in windows of their Unit, nor may the Unit Owners place

window displays, advertising or campaign signs of any kind in such areas. Unit Owners may place their own names only in such places outside the Unit as may be provided for that purpose by the Trustees. The Trustees give permission to any unit owner to hang decorative items on the outside of their unit door provided it is done in a tasteful and non-intrusive matter. The Board of Trustees reserves the right, using reasonable discretion and upon the written complaint from any unit owner, to require that a Unit Owner remove any decoration that may be offensive or have an adverse affect upon the appearance of the property.

9. ABUSE OF MECHANICAL SYSTEMS:

9.1.1. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other Building service system of the Condominium caused by such Unit Owner or occupant by misuse of those systems.

10. EQUIPMENT & COMPLIANCE:

10.1. All radio, television or other electrical/electronic equipment of any kind or nature installed or used in a Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having relevant jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical/electronic equipment in such Unit.

10.2. No television or communication satellite dishes or other reception device shall be placed on any common area or common area with exclusive use without written permission of the Board of Trustees.

11. LAUNDRY:

11.1. No Unit Owner/occupant shall hang laundry, clothes, sheets, rugs, drapes, or the like out of a Unit or window, door or balcony of any such Unit.

12. NO OFFENSIVE ACTIVITY:

12.1. No noxious or offensive activity shall be carried on in any Unit, or 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.

12.2. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licenses, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners.

12.3. No Unit Owner shall play, or suffer to be played, any musical instrument, or operate or suffer to be operated a sound system, television set or radio, in his Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m., if the same shall disturb or annoy other occupants of any Building.

12.4. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction, at any time.

12.5. There shall be no smoking of any kind, including but not limited to cigars, cigarettes and pipes, in any portion of the interior common areas and facilities of the Gateway Condominium buildings. This rule shall not prohibit smoking within Units or on the common areas and facilities outside of the buildings.

13. STORAGE:

13.1. All items of personal property and effects and items of persons claiming by, through or under a Unit Owner may be kept or stored, in the Unit or in Exclusive Use Common Areas, at the sole risk and hazard of said Owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leaking or bursting of water 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 Trust, except that the Trust shall in no event be exonerated or held harmless from liability caused by its own negligence.

14. REPAIR AND CONDITION:

14.1. Each Unit Owner shall keep his Unit and those portions of the common areas of which he has the exclusive use 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, windows or balconies thereof, any dirt, water, or other substance.

15. FLAMMABLE MATERIALS, ETC.:

15.1. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Unit, or any portion of the common areas of the building, except as may be designated, any gasoline, kerosene, liquid petroleum (propane) gas, charcoal, or other flammable, combustible, or explosive fluid, material, chemical or substance, except such lighting, cleaning, and other fluids customarily incidental to residential use.

16. SECURITY:

16.1. No Unit Owner, tenant or guest of an Owner or tenant may temporarily or permanently compromise or render inoperative the security of the building.

17. EXERCISE ROOM:

17.1. Effective on and after March 3, 2002 the only equipment that shall be kept in the Exercise Room will be equipment purchased by the Gateway Condominium Association for the use of the Association Members.

17.2. Effective on and prior to March 3, 2002 residents having equipment in the Exercise Room shall remove the same. Any and all equipment remaining in the Exercise Room after March 3, 2002 shall be deemed the property of the Gateway Condominium Association, and shall be disposed of, as the Board of Trustees shall direct.

18. PETS:

18.1. The Board shall give no further approval for the keeping of dogs at the condominium, with the exception of service animals required by a disabled resident. For the approval of a service animal, a request must be submitted in writing to the Board and must be accompanied by the proper documentation. Notwithstanding the aforesaid, excepting dogs, common household pets, such as cats and birds in a cage, may be kept in a unit after the Unit Owner first obtains the prior written approval of the Board of Trustees for that specific pet.

18.2. Common household pets may not be kept in the Units unless specifically allowed in writing by the Trustees pursuant to action taken by them at a regularly scheduled meeting. If a pet is

allowed, the owner of a pet shall be subject to the following conditions and such reasonable conditions as the Trustees may by rule and regulations impose.

18.3. The owner of a pet assumes full liability for all damage to all persons or property and the Condominium Trust caused by such pet.

18.4. In no event shall any pet be permitted in any part of the Condominium unless restrained by a leash, transport box, cage or carried.

18.5. All pets must be licensed by the proper authorities, and the pet owner is responsible for getting pets properly and frilly inoculated.

18.6. All pets must be in compliance with the state and local ordinance and must be registered with Management.

18.7. Cats are not allowed in the common areas unless in a transport box or cage.

18.8. Pet owners are responsible for cleaning and properly disposing of pet waste. Such person will not appear with a dog without a tool, implement, or other device carried for the purpose of picking up and containing such feces. Disposal shall be accomplished by transporting such feces to a place suitable and regularly reserved for the specific disposal of human feces (toilet), excluding specifically trash cans, other areas of the property, trash chutes, dumpsters or other container not specifically designed to contain feces. Cat litter CANNOT be disposed of in the trash chutes. Cat litter must be placed in a sealed plastic bag and placed inside the dumpsters in the parking lots.

18.9. The Unit Owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet or animal in a unit or other portions of the Condominium. The Trustees may prohibit the presence of said pet within the condominium at their own discretion or upon written complaint of any three Owner/Residents that a pet kept in any Unit or within the Condominium is a nuisance. No such action of the Trustees shall be taken without a meeting, of which at least three days' written notice thereof has been given to the Unit Owner

responsible for said pet, and at which such Unit Owner shall have an opportunity to appear and be heard.

19. SECTION 4 OF MASSACHUSETTS GENERAL LAWS, CHAPTER 183(A). THE CONDOMINIUM ACT:

19.1. In accordance with Section 4 of the Condominium Act, all Unit Owners are required to keep the Board, via the managing agent, notified of the current names and addresses of the unit's owners, mortgage holder (bank), tenants, occupants, and other pertinent resident information.

19.2. The board reserves the right to impose a \$75.00 fine should the Unit Owner not submit this information.

20. COMMUNITY ROOM:

20.1. All persons using the community room do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.

20.2. Persons using the community room agree to hold the Association harmless from any liability arising out of its use, no matter what the cause.

20.3. The community room is for the exclusive use of the residents on record of each condominium unit, be they are the actual owners or the owner's lessees.

20.4. Owners and/or lessees may reserve the community room for private functions in accordance with the rules and fees applicable.

20.5. Usage of the community room does NOT include use of the sauna or fitness room.

20.6. Host of record must be present at all times during the use of the community room.

20.7. The host on record is solely responsible for the actions and behavior of all guests.

20.8.. Depending on the use of the facilities, the Trustees may require one Police Officer during the hours of the function to act as a security guard to insure the safety of all in attendance. The cost of such Police Officer will be the responsibility of the Unit Owner.

20.9. Sale of any alcoholic beverages is strictly prohibited. If alcoholic beverages are served, the resident assumes complete responsibility for insuring that minors, and/or intoxicated individuals are not served, and agree to indemnify the condominium for any damages arising out of the breach of such obligation. No admission may be charged at any function where liquor is served.

20.10. Proper behavior will be expected of all who use the community room. The use of profane language or breach of the peace will not be tolerated and are cause for immediate removal.

20.11. Pets of any kind are not permitted.

20.12. All guests must refrain from parking in numbered spaces in the parking lot. Vehicles parked in numbered spaces are subject to towing at the vehicle owner's expense.

20.13. Upon conclusion of function, the host is responsible for securing the community room, i.e. closing and locking the doors and windows.

20.14. All local, state and federal laws must be obeyed.

20.15. Violations of these rules will result in the function being immediately terminated and the loss of the security deposit as well as fines as defined in the Gateway Rules & Regulations.

20.16. A reservation form must be completed in order to reserve a particular date. Affairs will be scheduled on a first come first serve basis. No loud or disturbing music will be tolerated. Maximum occupancy permitted for the community room is 50 persons.

20.17. Functions are permitted between the hours of 9:00 a.m. - 11:00 p.m., not to exceed more than four (4) hours.

20.18. A deposit of one hundred (\$100.00) dollars is due no later than two (2) weeks prior to use. This deposit will be returned after the use of the facility and a complete inspection of the community room has been done. Costs for any damage will be

deducted from the deposit and any additional costs shall be borne by the Unit Owner.

21. POOL:

21.1. All persons using the pool or pool area do so at their own risk and sole responsibility. The Trust does not assume responsibility for any accident or injury in connection with such use. The user covenants and agrees with the Trust and/or association, for and in consideration of the privilege of using the pool as an added facility and other good and valuable consideration, to make no claim against the Trust, Management and/or Unit Owners for or on account of any loss or damage to life, limb, or property sustained, and further to indemnify and save harmless the Trust, Management and/or Unit Owners from any and all claims arising out of injuries sustained by any guest of his while using the pool.

21.2. Guests must be accompanied by a condominium resident and they will be held responsible for all the actions of their guests.

21.3. The cost of any property damage will be charged to the responsible party.

21.4. The Trust will not be responsible for the loss of damage to any personal property of any kind.

21.5. Depending on weather conditions, to be determined by the Trustees, the pool will be opened from 10:00 A.M. to 8:00 P.M. daily. In addition, the pool may be closed at any time due to either breakdown or other operational difficulties.

21.6. Children under fourteen (14) years of age must be accompanied by an adult for admission to the pool area. Thereafter, the adult must exercise supervision over the child for its safety and compliance with these rules and regulations.

21.7. Running, pushing, wrestling, ball playing, and/or causing undue disturbance in or about the pool area will not be tolerated.

21.8. No life preservers, inner tubes, snorkels, face-masks, floats, or play equipment may be used in the pools. Pre-school children may wear water wings in the pool only when an adult is in the pool with them.

21.9. No pets are allowed within the pool area.

21.10. No abusive or profane language or breach of the peace will be tolerated.

21.11. With one exception, beverages or food may not be brought into the pool area (the area around the pool, within the iron fence, and below the pool house deck). However, plastic containers holding liquid beverages may be brought into the pool area. Food and beverages are allowed inside the pool house and/or out on the pool house deck.

21.12. All trash, cigarette butts, matches, etc. must be put into trash containers. No gum chewing is allowed. Articles of clothing may not be draped over the fence. Please help us keep our pool area clean.

21.13. No one is allowed in the pool area at any time the pool is not officially open.

21.14. All persons use this facility at their own risk, and in conformance with all rules and regulations. Any person may be barred from the pool or pool area at the discretion of the attendant in charge for any violation which in such attendant's judgment constitutes a hazard to others or to the management of the pool.

21.15. All persons are required to shower before swimming in the pool.

21.16. Any person who has a communicable disease is not permitted to utilize the pool.

21.17. A maximum of two (2) guests per unit may be brought to the pool; however, such guests may not remain at the pool in the absence of their resident host(s).

21.18. Failure to comply with the above rules will result in action by the Trustees.

22. INSURANCE RESOLUTION:

The following policy resolution is enacted to establish orderly procedures relating to property insurance claims, repairs and deductibles pursuant to the provisions as set forth in Article V,

Section 5.5 of the Gateway Condominium Trust as follows:

22.1. Master insurance policy: The Condominium shall maintain insurance as required by Article V, Section 5.5 of the Trust.

22.2. The Trustees shall determine the amount of the deductible which is currently \$5,000.00.

22.3. 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 the Unit Owners as the Trustees may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible to Unit Owner(s) sustaining property damage to their unit(s).

22.4. 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.

22.5. Each Unit Owner is solely responsible for obtaining 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 coverages which said Unit Owner desires.

A. It is suggested that all Unit Owners 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 loss of rent, liability and all other appropriate coverages. Investor Owners should obtain written verification that their tenants have appropriate insurance coverage.

22.6. 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 of repairing 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 such a claim under the master insurance policy. The Unit Owner must resolve the claim with their individual insurance agent or carrier.

22.7. 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 the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Trust will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. 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 paragraph 6 in this Resolution.

D. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of 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. If the Insurance Carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the Unit Owner. The Trust will only issue payment of the applicable insurance proceeds to the Unit Owner upon receipt of a signed Release, as attached hereto, by the Unit Owner.

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.

22.8. Trust shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.

22.9. 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.

23. ANTENNA RULES:

The following rules shall appertain to the utilization of antennas at the Condominium.

23.1. Definitions.

(a) **Reception Antenna** means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast or pole supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the reception antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) **Transmission antennas** mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. A Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for the purpose of these Rules.

23.2. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common area (exclusive use area) appurtenant to the unit where the resident lives as provided in the Master Deed of the Condominium.

(b) A Reception Antenna shall not encroach on the air space of another owner's unit or limited common area or onto the general common areas. Rather, the Reception Antenna must be kept within the boundary of the limited common area. Limited common areas are a cube bounded at the lower limit by the described area, (e.g., deck, patio, terrace, yard, etc.), at the sides by the vertical extension of the boundaries of the described area and at the top by the surface above, or if there is no surface above then one standard story height above the described area. The following are defined in the Master Deed as limited common areas and, subject to the foregoing, are permissible sites for Reception Antennas: the balconies and patios adjacent to the Units to which there is direct access from a given unit. Should a resident believe other limited common areas to exist which is a permissible site should contact the Board to discuss the same.

23.3. If a Reception Antenna is installed in a limited common area as defined in the Master Deed, such installation shall be subject to the following:

(a) Reception Antenna shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services or multipoint distribution systems be larger than one meter (39.4") in diameter.

(b) Reception Antennas must be placed in areas that are shielded from view from outside the Condominium or from other units to the extent possible; provided that nothing in this rule shall require a reception antenna to be placed where it precludes reception of an acceptable quality signal so long as it is kept within the bounds of the limited common areas available to the unit owners. In no event may antennas be installed on roofs, common lawns or other common areas. Connections of wiring must be through a part of the building nearest the installation that is defined in the Master Deed as being part of the unit, such as the frame or the glass of the nearest window or sliding glass door of the unit, and may not be connected through general common areas, such as the building walls. All wiring shall be run so as to be as inconspicuous as possible. If a resident wishes to run wiring through a common area such as an exterior wall, this must be in strict compliance with standards established by the Board to ensure the structural and watertight integrity of the Condominium. If no standard is established, then no wiring shall be run through the common areas. On removal of the Reception Antenna, common area must be restored.

(c) Reception Antennas and similar structures shall not be placed in areas where they block fire exits, walkways, parking spaces, ingress or egress from an area (including a unit), fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the Condominium. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.

(d) Reception Antennas and similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(e) The Board may require Reception Antennas placed outside the building be painted to match, or be compatible with, the color of the building. If they do so they will publish a list of acceptable colors. Such painting will not be required if it interferes with reception. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view consistent with the requirements of Federal Communications Commission rules.

(f) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the common elements or the units, void any warranties, or impair the watertight integrity of the buildings.

(g) Any resident who owns or uses a Reception Antenna, and the unit owner of the unit where the resident lives if a resident is other than a unit owner, is responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of Reception Antenna; (c) pay for medical expenses incurred by any persons injured by installation, existence, or use of the Reception Antenna; and (d) other damages caused by the installation, existence, or use of the Reception Antenna. If the installation is made by a contractor the resident shall ensure that the contractor has liability insurance in the minimum amount of \$500,000 and workman's compensation insurance and that the Condominium is named as an insured.

(h) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the patio, deck, terrace or ground provided that such is a limited common element. Otherwise, Reception Antennas shall be attached to a pole which is mounted in a weighted base of sufficient weight to prevent falling under anticipatable conditions. If a resident desires to attach a Reception Antenna to a wall, railing, fence, partition or other element which is part of the common areas and abuts/adjoins the limited common area where the Reception Antenna is to be placed, they must first obtain permission from the Board upon terms which ensure the structural and watertight integrity of the Condominium or adhere to standards published by the Board for this purpose, if such has been established.

(i) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

(j) The resident is responsible for the immediate removal of the Reception Antenna if it must be removed for the repair, painting or maintenance of the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Reception Antenna, the Board may do so at the resident's expense.

23.4. Transmission Antennas other than as indicated in 1(b) are prohibited.

23.5. A resident installing a Reception Antenna shall promptly notify the Board thereof on the form attached to these Rules.

23.6. In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Condominium shall be entitled to fines, reasonable attorneys' fees and costs and expenses as provided by applicable law if these rules are validated. In addition, injunctive relief may be obtained.

23.7. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

23.8. The Board may amend these Antenna Rules from time to time as provided for in the By-Laws. These Antenna Rules supersede any applicable rule previously adopted.

24. HOT WATER HEATERS:

24.1. Due to the severe damage that is caused when a hot water tank lets go, all Unit Owners must report the age and other pertinent information about their hot water heaters to Management, on a form to be provided by Management.

24.2. When a hot water heater is eight (8) years of age, Management will send the respective Unit Owner a notice. Upon receipt of this notice, such Unit Owner must have the hot water heater replaced within sixty (60) days, and provide written proof of same to the Management. Once a new hot water heater is installed, Management will provide the Unit Owner with another form that can be completed for the new hot water heater.

24.3. Any Unit Owner who is unsure of the age of his/her hot water heater must retain the services of a plumber, have the hot water heater inspected, and furnish Management with a written statement of the hot water heater's age signed by the plumber.

25. OPEN MEETING RULES:

25.1. Only subjects of general importance to the condominium as a whole shall be discussed in open meetings. There will be no exceptions made to this policy.

25.2. Personal issues, whether arising out of problems that an individual owner may be having with his unit, or grievances against other named individuals, or other issues not involving matters of general importance to the condominium as a whole, shall not be discussed in open meetings at any time.

25.3. Anyone desiring to bring a personal issue, as defined hereinabove, to the attention of the Board must make an appointment with Management, not later than 48 hours prior to the meeting date, to have the matter scheduled for discussion in executive session. This will allow Management to place the matter on the agenda and bring it to the attention of the Trustees in advance of the meeting.

25.4. Unless prior permission has been granted by the Board, no person other than a Unit Owner of record, whose name appears on a Unit Deed, is permitted to attend a meeting.

25.5. Proper decorum shall be maintained at all time. No loud, abusive, profane, or otherwise offensive conduct shall be tolerated.

25.6. In the matter of ruling any person's conduct out of order under the foregoing rules, the discretion of the Board shall be absolute and final.

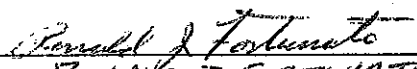

25.7. Anyone who violates any of the foregoing rules will be ruled out of order and, if the offender does not cease and desist immediately, or if the offender commits a subsequent offense at any time, such person shall be barred indefinitely from any further attendance at condominium meetings. Such bar shall be enforceable through fines and, if necessary, legal action, the entire cost of which will be imposed upon the offending owner.

GATEWAY CONDOMINIUM

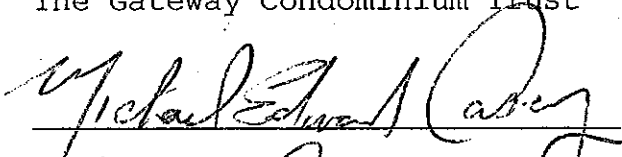
CERTIFICATE AS TO RULES AND REGULATIONS


Reference is hereby made to that certain Declaration of Trust dated March 11, 1988, and recorded with the Essex County Registry of Deeds in Book 9431, Page 402, as may be amended, which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, the Gateway Condominium Trust, the organization of Unit Owners of the Gateway Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated March 11, 1988, and recorded with the Essex County Registry of Deeds in Book 9431, Page 375, as may be amended.

We, the undersigned, being a majority of the Trustees of said Gateway Condominium, Trust, do hereby certify that the Board of Trustees has, in accordance with Article V, Section 5.8 of said Trust, adopted the Rules and Regulations attached hereto as Schedule A, effective immediately upon adoption or as otherwise provided by the Trust Instrument, Master Deed or By-Laws of the condominium. These Rules and Regulations supersede and supplant those adopted prior hereto.


RONALD J. FORTUNATO
, Trustee of
The Gateway Condominium Trust

AS TRUSTEES OF THE
GATEWAY CONDOMINIUM TRUST
AND NOT INDIVIDUALLY


Michael Edward Casey, Trustee of
The Gateway Condominium Trust

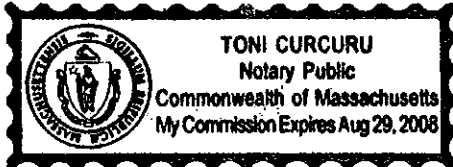

PAUL W. FITZGERALD, Trustee of
The Gateway Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

March 10, 2004

Then personally appeared the above-named Ronald J. Fortunato
and acknowledged the foregoing to be his/he free act and deed,
before me,



A handwritten signature in dark ink, appearing to be "Toni Curcuru".

Notary Public

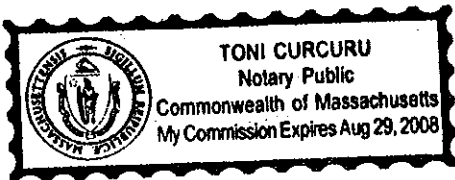
My Commission Expires: 8/29/08

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

March 10, 2004

Then personally appeared the above-named Michael Edward Casey
and acknowledged the foregoing to be his/he free act and deed,
before me,



A handwritten signature in dark ink, appearing to be "Toni Curcuru".

Notary Public

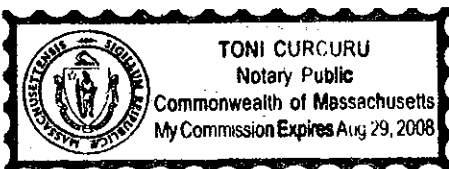
My Commission Expires: 8/29/08

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

March 10, 2004

Then personally appeared the above-named Paul W. Fitzgerald
and acknowledged the foregoing to be his/he free act and deed,
before me,



A handwritten signature in dark ink, appearing to be "Toni Curcuru".

Notary Public

My Commission Expires: 8/29/08