

SCHEDULE A

Annexed To

DECLARATION OF TRUST

OF

PICKMAN PARK CONDOMINIUM TRUST

BY-LAW

RULES AND REGULATIONS

FOR

PICKMAN PARK CONDOMINIUM

1. No part of the Pickman Park Condominium, Salem, Massachusetts, (the "Condominium"), shall be used for any purpose except those set forth in the Master Deed (the "Master Deed") of even date with and recorded with the Declaration of Trust of the Pickman Park Condominium Trust (the "Trust").
2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Trustees of the Trust (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Trust. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any area of facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Trust and Master Deed.
3. Nothing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance of the building of the Condominium (the "Condominium Building"), or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas on the Condominium Building or the contents thereof, or which would be in violation of any law. No waste shall be permitted in the common areas and facilities.
4. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Building or Units and no sign, awning, canopy, shutter, or radio or television antenna (except for the master antenna system, if any) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the consent of the Trustees. A door knocker is permitted on the entry door.

5. No animals, reptiles or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the common areas and facilities, except that:
- (a) Unit Owners may keep in their Unit dogs, cats or other household pets (hereinafter collectively, "household pets") owned by such Unit Owners at the time they purchased their Units (but not such pet acquired or born thereafter unless written permission is then secured from the Trustees).
 - (b) Unit Owners who receive written permission from the Trustees may keep in their Units household pets owned by such Unit Owners at the time they receive such written permission (but not such pets acquired or born thereafter unless written permission is then secured from the Trustees).
 - (c) Household pets permitted pursuant to (a) or (b) above shall be subject to the following Rules and Regulations:
 - (1) Such household pets may not exceed one per Unit.
 - (2) Such pets may not be kept, bred, maintained for any commercial purposes;
 - (3) Each Unit Owner keeping such pet shall submit a picture of the pet to the Trustee.
 - (4) Except as permitted in clause (5) below, household pets shall not be permitted on any grass or garden plot, or in any other portion of the common area and facilities unless carried.
 - (5) Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Trustees for such purpose and will clean up after their pet. Pets may not be tied in the common area.
 - (6) Each Unit Owner keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of the pet) or the common areas and facilities, if offensive or causes or creates any nuisance or unreasonable disturbance or noise shall be:
 - (i) fined in an amount determined by the Trustee or assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
 - (ii) required by the Trustees to permanently remove such pet from the Condominium upon three (3) days' written notice from the Trustees.

6. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by which such persons or pets, either willfully or negligently, which:
 - (a) May be or become an annoyance or nuisance to the other Unit Owners or occupants,
 - (b) Will interfere with the rights, comforts or conveniences of other Unit Owners,
 - (c) May or does cause damage to any other Unit or to the common areas and facilities, or
 - (d) Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the common areas and facilities.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such Unit Owner such costs.

Total volume of television sets, radios, phonographs, and musical instruments shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering the neighbors.

7. All draperies in every Unit, as well as any other hanging material, must be fire-resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be closer than one inch (1") to heating units.
8. No clothes, sheets, blankets, laundry, rugs, or any kind of other articles shall be hung out of the windows or sliding doors of any Unit or exposed on or in any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.
9. Nothing shall be altered in, constructed in, or removed from the common areas and facilities except upon the written consent of the Trustees.
10. No part of the common areas and facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the written consent of the Trustees.
11. Each Unit Owner shall keep his Unit and any areas or facilities, the exclusive use of which is provided to said Unit, in a good state or preservation and cleanliness. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to the plumbing system of the Condominium Building resulting from such misuse shall be paid for the Unit Owner who shall have caused it.

12. 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 Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
13. No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any Unit without the prior consent of the Trustees.
14. Any maintenance, repair or replacement of common areas and facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust shall be done only by contractors or workmen approved by the Trustees.
15. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
16. Wood and coal stoves or similar devices shall be permitted on Condominium Units only in accordance with applicable law and fire regulations and only upon the prior written approval of the Trustees, who shall as a condition of any such approval require (i) compliance with rules and regulations promulgated by them as to the installation, use, maintenance, repair and cleaning of any such device and the storage and handling of wood, coal or other fuels therefor, and (ii) the right of the Trustees to enter any Unit in which such a device is installed and to correct any noncompliance with such rules and regulations, all at the sole expense and risk of the Owner of such Unit; provided, however, that in no event shall such device be permitted to be used as a source of heat.
17. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Trustee, agent or employee of the Trustees whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such Trustee, agent, employee and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
18. The Trustees, or their designated agent, may retain a pass key to each Unit. No Owner shall alter any lock or install a new lock on any door of a Unit or its garage without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to its right of access to the Unit.

19. All personal property of the Unit Owners in the Units, of the common areas and facilities, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, nor their respective successors or assigns, shall bear any responsibility therefor.
20. Each Unit Owner assumes responsibility for his own safety, actions and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
21. Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.
22. Boats, trailers and other recreational vehicles are not permitted to be parked anywhere on the property. ↑ new
23. Storm Doors/Windows may be installed provided that they are of the same type as approved by the Trustees and purchased from and installed by the supplier/installer approved by the Board.
24. Skateboards are not permitted to be used on the property.
25. All Unit Owners are responsible for completing and submitting a "Resident Information" form to the management company and for informing the management company of any changes in the information on said form.
26. Planting of flowers is permitted in mulched areas only. No digging up of lawn area or shrubs is permitted.
27. Up to one cord of firewood is permitted provided it is stored under the rear deck.
28. Trash barrels must be stored under the rear deck or the stairs. Residents are permitted to enclose the area under the stairs provided they follow Trustee approved specifications. No alterations to decks is permitted.
29. Pickman Park has a detailed parking policy. All residents are required to be familiar with this policy and to abide by this policy. ↓ new
30. These Rules and Regulations may be amended from time to time by the Trustees as provided in the Trust.
31. The Trustees may levy fines against any Unit Owners violating the Rules and Regulations. Said fines shall become a lien against their Condominium Unit. ↓ new