

SCHEDULE A  
Annexed To

DECLARATION OF TRUST  
OF  
PICKMAN PARK CONDOMINIUM TRUST

BY-LAW

RULES AND REGULATIONS  
FOR  
PICKMAN PARK CONDOMINIUM

May 2, 2002

**I. GENERAL:**

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 written 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. The Trustees may amend these Rules and Regulations, as provided in the Trust.
4. The Trustees may levy fines against any Unit Owner for violating the Rules and Regulations. Fines may also be levied for any violations of the Rules and Regulations to the Unit Owner for violations by any of his/her family members, guests, agents, servants, employees, licensees, lessees, occupants or household animals. Said fines shall become a lien against their Condominium Unit.
5. In accordance with Section 400 of the Acts of 1992 revising Massachusetts Condominium Law (M.G.L. C. 183A), all Unit Owners are required to comply with keeping the Board and/or managing agent notified of the current names of the unit/s' Unit Owners, mortgage holder (bank), tenants, occupants and other pertinent resident information. The Board reserves the right to impose a \$75 fine if the information provided is not submitted by the Unit Owner. The Board further reserves the right to obtain this information at the unit owner's expense if it is not provided within thirty days of request.
6. 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 of 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.

7. 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, or on any common area, without the prior written consent of the Trustees. Nothing that changes the external appearance of the windows or doors may be placed inside windows or doors.
8. No sign, awning, canopy, shutter, or radio antenna (except for the master antenna system, if any) shall be affixed to or placed upon any part of the exterior of the building, or exposed on any window, without the prior written consent of the Trustees. A doorknocker is permitted on the entry door with prior written consent of the Trustees. A flag, no larger than 3’x5’, is permitted with prior written consent of the Trustees.
9. Garage doors shall remain closed when not in use. No screening, latticework, or other alterations shall be attached to the garage door or the interior or exterior garage doorframe which would be visible from the outside of the unit without the prior written consent of the Trustees.
10. No Unit Owner or Resident 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, occupant, or household animals, nor do himself or permit anything to be done by which such persons or animals, either willfully or negligently, which:
  - (a) May be or become an annoyance or nuisance to other Unit Owners or Residents,
  - (b) Will interfere with the rights, comforts or conveniences of other Unit Owners or Residents,
  - (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.

11. 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.

12. No clothes, sheets, blankets, towels, laundry, rugs, or any kind of other articles shall be hung out of the windows, sliding doors or over deck or stair rails, or any part of the exterior of the 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.
13. Nothing shall be altered in, constructed in, planted in, or removed from, the common areas and facilities except upon the written consent of the Trustees. Further, items stored under the deck shall be subject to removal upon written request by the Board of Trustees and/or their agents. This includes, but is not limited to, items such as swing sets, jungle gym or climbing sets, slides, pools, and trampolines. Alterations to common areas and facilities shall be subject to a fine of \$100.00 per day and/or a requirement to return the area to its original condition at the expense of the Unit Owner and in a timeframe set by the Trustees.
14. No part of the common areas and facilities of the Condominium shall be decorated or furnished in any manner without the written consent of the Trustees. Any damage caused to the common area as a result of any decorations affixed to the exterior or placed in any common areas shall be the responsibility of the Unit Owner to repair within a time designated by the Trustees. Failure to satisfactorily repair damage could result in an assessment by the Trustees for the cost of the repair of damage (such assessments are subject to the same late fees and interest as monthly condo fees and assessments). In any event, any holiday decorations must be removed within 30 days after said holiday.
15. 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 of preservation and cleanliness. The plumbing 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 Unit Owner, who causes damage to the plumbing system of that unit shall be responsible for its repair.
16. 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 that is not in compliance in such Unit or to other Units.
17. No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any Unit without the prior written consent of the Trustees. No exterior lighting equipment, fixture or facilities shall be replaced or changed without prior written approval of the Trustees.
18. Only contractors or workmen approved by the Trustees shall do any maintenance, repair or replacement of common areas and facilities that are the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust.

19. No Unit Owner, or his family, servants, employees, agents, visitors, lessees, licensees, or occupants 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.
20. Wood, coal stoves, and pellet 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) proper building permit, (iii) 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 Unit Owner of such Unit; provided however, that in no event shall such device be permitted to be used as a sole source of heat.
21. Storage of a reasonable amount of cut wood is allowed only when a plastic barrier is installed between the wood and the unit surface. Wood storage should be in the rear of the Unit and wood should be placed on a plastic barrier at least 1 foot from the Unit. The Board of Trustees has established that a reasonable amount would not exceed ½ cord.
22. 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.
23. All personal property of the Unit Owner or occupants in the Units, in 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 Owner or occupants, and neither the Trustees, nor their respective successors or assigns, shall bear any responsibility therefore except in the case of gross negligence.
24. Each Unit Owner assumes responsibility for his own safety, actions and conduct, and that of his family, guest, agents, servants, employees, licensees, lessees, occupants and household animals.
25. 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.
26. 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.

27. 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.
28. Planting of flowers is permitted provided it is in current mulched area only.
29. Trash must be placed in properly secured trash barrels with lids. Recyclable items must be placed outside in a manner which will prevent items i.e. newspapers, etc., from blowing out of the bin and on to Association property. Failure to follow these rules, by any Unit Owner, and the result is the need to clean the property of these items may result in that Unit Owner being subject to a fine and charged for the staff's time to clean up any trash.
30. Trash barrels may be stored under the rear deck, stairs or in the garage. Unit Owners are permitted to enclose the area under the stairs provided they follow Trustee approved specifications and have written permission from the Trustees to do so. No alterations to decks are permitted. The Trustees have approved the following storage sheds to be allowed under the decks: Rubber Maid Sliding Lid Storage Shed 60W X 79d X 54h model #RHP3752 or the Rubber Maid Large Vertical Storage Shed 56w X 32d X 77h model # RHP3746.

## **II. ANIMAL POLICY**

These animal rules and regulations have been drafted to provide for the health, comfort and general welfare of the residents of Pickman Park Condominium:

1. No animals of any kind shall be raised, bred, harbored, kept or permitted in any Unit or in the common areas and facilities, except that:
  - a) A Resident may keep in their Unit one domesticated animal upon written permission from the Trustees. The animal must be properly registered via the animal registration policy.
  - b) Residents who receive written permission from the Trustee may keep in their Unit one domesticated animal owned by such Resident at the time they receive such written permission (but not such animals acquired or born thereafter even if an offspring of the original animal, unless written permission is then secured from the Trustees). The animal must be properly registered via the animal registration policy.
  - c) Current (as of 04/2001) individual animals are grandfathered and will not require Trustee permission to be kept as long as their original Unit Owners are residents and the animal is properly registered via the animal registration policy. Offspring of grandfathered animals may be allowed to remain in the home for 12 weeks.
  - d) The Trustees reserve the right to revoke permission to keep an animal at any time, due to violations of these rules.

e) Animals permitted pursuant to (a) or (b) or (c) above shall be subject to the following Rules and Regulations:

2. Such animals may not exceed one per Unit.
3. Such animals may not be kept, bred, or maintained for any commercial purposes.
4. Animal Registration Policy:

Each Animal Owner is required to register their animal with the management company on July 1<sup>st</sup> of each year and to provide the registration form and a picture of the animal to the management company.

- a) All dogs are required be licensed by the City of Salem and a copy must be filed with the management company. Each year the renewal must be forwarded as well.
  - b) Failure to register an animal with the management company will result in a fine in an amount determined by the Trustees and could result in the Trustees requiring that the animal be permanently removed from the Condominium (fines are subject to the same late fees and interest as the monthly condo fee and assessments).
5. Except as permitted in clause (6) below, animals shall not be permitted on any grass or garden plot, or in any other portion of the common area and facilities unless carried.
  6. Animal Owner/keepers (keeper is hereby defined as anyone who is in physical charge of the animal) of an animal are required to walk such animal on a leash, with the leash attached to the animal and being held by the Animal Owner/keeper, and only in areas specified by the Trustees for such purpose. The animal must be under the physical control of the Animal Owner/keeper at all times. The Owner/keeper is required to immediately clean up after their animal and waste must be properly disposed of according to the City of Salem ordinances.
  7. Animals may not be tied in the common area, left on runs or left unattended in any common area. Dogs must be kept on leashes and under the Owner/keeper's physical control at all times.
  8. Animal Owner/Keeper's are required to keep their animals out of any recreational facilities, i.e. in the clubhouse, pool area and tennis court, at all times.
  9. Animal Owner/Keeper's are required to keep the noise level of any sounds made by their animal (i.e. barking, squawking, caterwauling) to a minimum at all times so as to not become an annoyance or nuisance to any Unit Owner or Resident, or interfere with the right, comfort and convenience of any Unit Owner or Resident.
  10. Residents who wish to lodge a complaint with the management company against an Animal Owner should follow these procedures:

- a) Call the management company and follow up with a written complaint. Please provide the following information in your letter: your name, the date and time of the problem behavior, positive identification of the offending animal, and a fair account of the incident prompting your complaint. The resident filing the complaint must sign the complaint.
  - b) The association will make every effort to withhold the names of residents lodging complaints. However, the association reserves the right to use a record of the complaint, including your name, if required, as evidence in enforcement proceedings.
  - c) Animal attacks against people must be reported to local authorities immediately. Residents should notify authorities directly and also alert the management company of the incident. The management company will follow-up with animal-control authorities on all complaints of vicious or aggressive behavior from any animal.
  - d) The management company will forward to animal-control authorities any complaints regarding animal attacks against other animals.
  - e) The management company will notify the local health department and animal control of any complaints regarding behavior or incidents that may pose a hazard to the health and well being of association residents.
  - f) The management company will act on resident complaints by first contacting the Animal Owner/Keeper of offending animal and encouraging voluntary compliance with association animal rules and local animal ordinances. Additional actions, if needed, may include fining the Unit Owner and/or involving animal-control authorities.
  - g) The management company will maintain a record of complaints and responses in the manager's office.
11. Any animal that violates any of said animal rules and regulations, causes any damage to, or requires the clean-up of, any Unit (other than the Unit of the Owner of the animal) or the common areas and facilities, or displays offensive behavior or causes or creates any nuisance or unreasonable disturbance or noise shall cause the Unit Owner of the residence of such animal to be:
- a) Fined in an amount determined by the Trustee (fines are subject to the same late fees and interest as the monthly condo fee and assessments) or assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance (such assessments are subject to the same late fees and interest as the monthly condo fees and assessments),  

And/or
  - b) Required by the Trustees to permanently remove such animal from the Condominium upon three (3) days' written notice from the Trustees.

12. The Board of Trustees has established the following fines:

- a) A fine of \$100 per offense will be imposed to Unit Owners in which a resident dog has roamed the property unleashed (lease must be attached to the dog and held by the Animal Owner/Keeper), not under physical control of the Animal Owner/Keeper, and/or in the common property left unattended, either by him/herself or his family, servants, employees, agents, visitors, lessees, licensees or occupants.
- b) A fine of \$25.00 for the first offense and \$50.00 for each offense thereafter, will be imposed to Unit Owners who have a resident animal and the Animal Owner/Keeper has failed to clean up waste from their animal. Each day shall constitute a separate offense. Failure to clean up animal waste by a Unit Owner's family members, servants, employees, agents, visitors, lessees, licensees, or occupants shall cause the Unit Owner to incur such fine. Clean up must take place immediately and waste disposed of according to the City of Salem ordinances.
- c) A fine in the amount of \$25.00 will be imposed to Unit Owners who have a resident animal and the Animal Owner/Keeper tie their animal in the common area, or leaves the animal on runs, or leaves the animal unattended in any common area either by him/herself or a member of his/her family, servants, employees, agents, visitors, lessees, licensees, or occupants. Each day may be considered a separate offense.
- d) A fine in the amount of \$25.00 per animal will be imposed to the Unit Owners who fail (or whose Resident fails) to register their animal with the management company by August 1<sup>st</sup> of each year. A fine of \$50.00 per month will thereafter ensue for failure to register. If the Resident fails to register the animal, the Trustees reserve the right to require that the animal be permanently removed from the Condominium upon three (3) written days notice from the Trustees.
- e) In the case of Keepers, Unit Owners' family members, servants, employees, agents, visitors, lessees, licensee, or occupants in violation of any of the animal rules and regulations, the Unit Owner will be fined.
- f) All other animal violations will be subject to a fine per occurrence to be determined by the Trustees. In the case of Keepers, Unit Owner family members, servants, employees, agents, visitors, lessees, licensees, or occupants in violation, the Unit Owner will be fined.

### **III. PARKING AND CAR CARE**

- 1. Boats, trailers and other recreational vehicles are not permitted to be parked anywhere on the property.
- 2. Car washing is permitted in driveways only. Only biodegradable chemicals or cleaning compounds may be used. No car washing will be allowed if a water ban is in affect.
- 3. Visitor parking is permitted only in designated parking spaces not specifically restricted by signs or roadway markings. No parking in areas designated as Fire Lanes is allowed. A towing policy will be enforced if required. The Unit Owner is responsible for violations and

finer imposed as a result of violations by family members, guests, agents, servants, employees, licensees, lessees, or occupants. If a guest's vehicle is to remain on the property for more than three (3) days, the Unit Owner or Registered Resident must place a request with the Management office and the vehicle's registration information must be provided.

4. Occasional minor car repairs may be done within one's own garage area. Major and/or continuous car repairs will not be allowed.
5. Garage doors shall remain closed when not in use. Parking of vehicles in driveways is permitted provided the vehicle does not hang over the sidewalk or into the street.
6. Unregistered vehicles of any kind may not be parked on the property without prior written consent of the Trustees.
7. Fire lanes must be kept clear at all times. Any vehicle parked in or using a fire lane to block or restrict it, will be subject to fines and/or towed at the Unit Owner's expense. Fire lanes are defined as paved areas, which do not contain painted lines for the parking of vehicles (i.e. roadways, etc.) and areas designated as fire lanes by signs or roadway markings.
8. Vehicles parked in the limited parking areas (visitor parking) will be limited to three (3) days without moving. Unit Owners who are in violation or family members, guests, agents, servants, employees, licensees, lessees, or occupants who are in violation, will cause the associated Unit Owner to be subject to the following fine policy: \$25.00.
9. Parking during snow storms: Vehicle Owners parking in any area other than garages and unit driveways are required to move their vehicle by 10:00 A.M. following a snow storm, to allow for the proper clean up and removal of snow. Failure to comply will result in fines against the Unit Owner or removal of said vehicle at the Vehicle Owner's expense.
10. Unit owners parking in spots marked "visitor" are in violation of the rules & regulations and subject to fines and/or towing.

#### **IV. POOL RULES**

These pool rules and regulations have been drafted to provide for the health, comfort and general welfare of the residents of Pickman Park Condominium:

1. The pool hours as of this publication (04/2002) will be from 9:00 A.M. until 8:00 P.M. daily (weather permitting). These hours will be in effect from Memorial Day through the Sunday following Labor Day.
2. All persons using the pool or pool area 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. **THERE IS NO LIFEGUARD ON DUTY.**

3. Persons using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area. Also, Unit Owners and Registered Residents are responsible for the behavior and actions of family members, guests, servants, employees, licensees, lessees, or occupants.
4. Persons using the pool area must comply with all rules and regulations as determined by the City Health Officer. Anyone with colds, inflamed eyes, infection, bandages, or open skin abrasions may not use the pool.
5. The pool may be closed at any time due to weather, equipment failure, or other circumstances.
6. The Board of Trustees reserves the right to deny anyone the use of the pool area at any time.
7. The Pool is for the exclusive use of the residents of record hereby, Registered Residents, of each condominium unit; be they the actual Unit Owner or the Unit Owner's lessee and their guests. However, in the event that a unit owner has tenants/leases, then only the tenant/leases of the unit owner (but not both) shall be permitted to use the pool.
8. Upon entering the pool area, all Unit Owners or Registered Residents and their guests are required to check in with the Pool Monitor and supply the Monitor with the season recreation pass. Unit Owners and Registered Residents are allowed one family or 2 adult and 2 children as guests per pass. One pass per Unit Owner or Registered Resident.
9. Unit Owners and Registered Residents are required to sign in upon entering the pool area. (See "8" above).
10. No children under the age of 14 will be allowed into the pool area without parental or guardian supervision. Guardians must be 18 years of age or older. Unit Owners, Residents and Guardians are responsible for the behavior and actions of their children. The Pool monitors are not available to baby-sit children. If you leave the pool area, you must take your child(ren) with you.
11. Smoking is not permitted in the clubhouse, pool area, or the tennis courts.
12. Animals, toys or sporting equipment are not allowed in the pool area. Those requiring them will be permitted to use life jackets and other safety flotation devices.
13. Ball throwing of any kind is not permitted
14. Running is not allowed on the pool deck.
15. Unnecessary roughness, splashing, loud radios and horseplay will not be allowed at any time. Other undue disturbances are strictly prohibited. For the convenience of other residents, headphones are suggested. Registered residents should notify the pool monitor of disruptive or unsafe behavior.

16. Diving or jumping, of any kind, into the pool, is not permitted.
17. The pool may not be used by any private organization or for any private function.
18. Beverages in glass containers are not allowed. Only plastic or paper beverage containers are permitted. Please dispose of all containers properly. No alcoholic beverage is permitted in the pool area.
19. Person using the pool must clean up the space they have occupied before leaving the poolside; removing all personal belongings, towels, wrappers, cups, papers, and refuse etc. Neither the Association nor the Management Company is responsible for any items left in the pool area.
20. Items left by residents in common areas will be collected by the Pool Monitor or Property Manager and kept for seven (7) days, after which they will be disposed of at the Manager's discretion.
21. Telephone is for emergency use only.
22. Before entering the pool, swimmers must remove suntan oils, creams, lotions and hairpins, as well as use the shower facilities.
23. Rubber shoes or thongs must be worn in the showers. The Association is not responsible for shower accidents.
24. A responsible adult must accompany children in the shower area.
25. Only proper swimming attire is permitted in the pool. Cut offs are not allowed. Per health laws (see attached "Exhibit A"), no child in diapers (or swimmy diapers) or who is not toilet trained is allowed in the pool.
26. The Unit Owner will be imposed fines for rule infractions or those rule infractions by members of his/her family, guest, agents, servants, employees, licensees, lessees, or occupants. Management reserves the right to revoke seasonal passes for repeated violations.

## **V. TENNIS COURT RULES**

1. Tennis courts are for tennis (or basketball) only
2. A Unit Owner or Registered Resident must accompany guests.
3. If no one is waiting for the court, playing time is unlimited; otherwise, playing time is limited to one (1) total hour.
4. Only tennis shoes will be allowed on the tennis courts.

5. Beverages in glass containers are not allowed. Only plastic or paper beverage containers are permitted. Please dispose of all containers properly. No alcoholic beverage is permitted in the pool area.
6. Neither the Association nor the Management Company is responsible for any items left in the tennis court area.
7. Any damage done to the tennis courts must be reported to the office promptly.

## **VI. CLUBHOUSE RENTAL RULES**

1. Only Unit Owners or Resident of Record are allowed to rent the clubhouse. Rental forms are available upon request from the management company. When renting the clubhouse, Unit Owners or Resident of Record are required to furnish a certificate of insurance from the Unit Owner's policy naming Pickman Park Condominiums as an additional insured. The Association must be notified of a cancellation to this policy 10 days prior to cancellation. This Certificate must also show a required liability limit of \$500,000. Rental of the clubhouse is contingent on upon this requirement. The Clubhouse cannot be rented during Pool Season.
2. If alcoholic beverages will be present, the certificate of insurance must also have a host liquor clause.
3. The clubhouse is a nonsmoking facility. Renters of the clubhouse must agree to prohibit guests from smoking inside the clubhouse.
4. Renters of the clubhouse will control guests and vendor(s) and direct their parking to designated spaces. A sweep towing policy is in affect and all illegally parked vehicles are subject to tow.
5. Violations of Parking Rules by Renters of the clubhouse or guests will result in a forfeiture of the clubhouse rental deposit.
6. Use of the clubhouse is strictly for the personal, noncommercial use of Pickman Park Unit Owners and Residents who must be present at all times during the function.
7. No alcoholic beverages will be sold nor will they be served to or consumed by persons under 21 years of age in the clubhouse or on Association property.
8. The Renter of the Clubhouse will be required to pay a nonrefundable rental fee of \$75.00 for a six hour period between the hours of 12 noon and 10 P.M. once the application has been approved and a security deposit of \$100.00 has been paid.  
This rental time includes all time allowed to take control of the public areas of the clubhouse. Set up and clean up the clubhouse will take place with the Renter of the

clubhouse's own materials during that time. All refuse will be brought back to the Renter of the Clubhouse's unit for disposal.

9. The Renter of the clubhouse can not charge admission.
10. The Association has the right to cancel the function if it is determined that the function is not as represented in this application or if the Association's interest is impaired by the commencement or continuation of the function.
11. The rental does not include the use of the pool or tennis court areas. The Renter of the clubhouse will control guests so as not to interfere with or use those facilities. Guests must be contained within the clubhouse.
12. The Renter of the clubhouse is responsible to comply with the City's regulations, and will be sure that all exits are unlocked at all times during the time of my function, and will be sure all doors are locked at the end of this function.

D/K

PW-5

**CERTIFICATE OF VOTE AND RESOLUTION OF THE  
BOARD OF TRUSTEES OF THE PICKMAN PARK CONDOMINIUM TRUST**

This Confirmatory Certificate of Vote and Resolution is made this 27 day of June, 2008, by the Board of Trustees of the Pickman Park Condominium Trust.

WHEREAS, the original Master Deed and Declaration of Trust of the Pickman Park Condominium Trust are recorded with the Essex South District Registry of Deeds at Book 7807, Page 217 and Book 7808, Page 239, respectively; and

WHEREAS, Article VI, §6.2(P) and Article VI, §6.10 of the Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed, and are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities; and

WHEREAS, the Master Deed and Declaration of Trust of said Association as well as Chapter 400 of the Acts of 1992, authorize the Trustees to levy reasonable fines against unit owners and/or tenants for violations of the Condominium Documents and/or Rules and Regulations; and

WHEREAS, the Board of Trustees of the Pickman Park Condominium Trust desire to create reasonable Rules and Regulations and to create fines thereto.

NOW THEREFORE, the Trustees of the Pickman Park Condominium Trust, acting pursuant to the authorities contained in Articles IV and VI of the Declaration of Trust and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby promulgate the following Administrative Rules and Regulations of the Pickman Park Condominium Trust:

I. The following Amendment to the Administrative Rules and Regulations is hereby adopted:

1. Article 2 - Animal Policy is amended as follows by adding Section 13 to the same:

The following dogs are prohibited as Permitted Pets at the Premises: Akita; Alaskan Malamute; American Staffordshire Terrier; Bullmastiff; 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 mixture of the above breeds.

All remedies hereunder shall be cumulative.

In all other respects, the Rules and Regulations of the Pickman Park Condominium Trust are hereby ratified and affirmed.

IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this 14<sup>th</sup> day of October, 2008.

Mary Ann Gachighard  
Mary Ann Gachighard

Lisa Jacobowitz  
Lisa Jacobowitz

Debra Cicolo  
Debra Cicolo

Susan Oker  
Susan Oker

Robert Hemingway  
Robert Hemingway

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COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

10/14, 2008

On this 14<sup>th</sup> day of October, 2008, before me, the undersigned notary public, personally appeared Mary Ann Gachighard, Lisa Jacobowitz, Debra Cicolo, Susan Oker and Robert Hemingway, 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 Pickman Park Condominium Trust.

Jimmy A. Pappas  
Official signature and seal of notary

My Commission Expires: 5/14/15