

AMENDED AND RESTATED RULES AND REGULATIONS

OF

BATTLE ROAD FARM CONDOMINIUM TRUST

1. There shall be no obstruction of the Common Elements nor shall anything be placed, displayed or stored in the Common Elements without prior written consent of the Trustees except as expressly provided herein or in the Trust.
2. Nothing shall be altered in, constructed, or removed for the Common Elements without the prior written consent of the Trustees.
3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of hazard or liability insurance on the Condominium buildings (the "Buildings") or contents thereof 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 Elements which will result in the cancellation of insurance on the Buildings or the contents thereof, or which would be in violation of any law.
4. 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 a Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
5. Except as otherwise provided herein, nothing shall be hung or displayed on the outside of windows, walls or doors of the Buildings or other exterior common areas, or displayed from any window, including, but not limited to, lighting equipment or fixtures, signs, awnings, canopies, shutters, radio or television antennas, clothes, sheets, blankets, laundry, or rugs.
6. Seasonal furniture, flowers, plants, and other such items may be placed on porches, patios, or other Common Elements the exclusive use of which is appurtenant to a Unit, provided, however, that they do not detract from the aesthetic or architectural integrity of the Condominium as determined by the Trustees in their reasonable judgment. All such personal property maintained in the Limited Common Elements shall be sole risk and responsibility of the owner thereof and the Trustees shall have no responsibility therefor.
7. All draperies and window coverings in the Units, as well as any other hanging materials, must be fire resistant and in compliance with standards set by the New England Fire Insurance Rating Board.

8. Each Unit and any Common Elements, the exclusive use of which is appurtenant to said Unit, in a good state of preservation and cleanliness. The plumbing apparatus shall not be used for any purposes 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 plumbing systems of the Buildings resulting from such misuse shall be paid for by the Unit Owner who caused it.

9. Any maintenance, repair, or replacement of Exclusive Common Elements which is the responsibility of individual Unit Owners pursuant to the Condominium Documents shall be done only by contractors or workers approved by the Trustees.

10. The volume of television sets, radios, stereos, and musical instruments shall be lowered after 10:00 p.m. and shall at all times be kept at a sound level to avoid annoying or disturbing other occupants. No Unit Owner shall otherwise engage in or permit any noxious or offensive activities, or make or permit any excessively loud noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, nor do himself or permit anything to be done by such persons 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 or occupants;
- (c) May or does cause damage to any other Unit or to the Common Elements

The Unit Owner making or permitting such nuisance, interference, or damage shall be responsible for the elimination of such nuisance or interference and for the costs of repair of any damage resulting therefrom.

11. Each Unit Owner shall provide the Trustees with a key to his Unit for use in the case of emergencies or other reasons as deemed reasonable and proper by the Trustees and/or the Managing Agent. Anytime a Unit Owner changes the lock to the door of a Unit, such Unit Owner shall provide a duplicate key for such new lock to the Trustees within three days thereof.

12. 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 the 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 the Trustees, agent, or employee shall not be liable for injury, loss, or damage of any nature directly or indirectly resulting therefrom or connected therewith.

13. Each Unit Owner assumes responsibility for his own safety, actions and conduct, and that of his family, guests, agents, servants, employees, invitees, licensees, lessees and household pets.

14. All trash and rubbish shall be disposed of in the manner prescribed by the Trustees. Each Unit Owner shall arrange for the proper removal or disposal of any large items of trash or rubbish which are not collected in the normal course of trash removal.

15. Any Unit Owner who makes repairs or renovations to the interior of his Unit shall notify the Trustees or Managing Agent prior to the commencement of such repairs or renovations, and shall contact the local Building Department to determine if a building permit is required. If a building permit is required, no work shall be undertaken until such permit is obtained, with a copy thereof delivered to the Trustees Agent, and all work shall be performed in compliance therewith.

16. No dogs or other pets shall be permitted in any portion of the Common Elements unless carried or on a leash. Dogs shall be curbed only in the wooded areas of the Condominium Land, and no dogs shall be curbed in any area adjacent to the Buildings or patios. The Owners of pets shall promptly remove from the Condominium Land all wasted and excrement from their pets, and each Unit Owner shall indemnify the Trustees against, and hold them harmless from, any claims resulting from any action of a pet maintained by the Unit Owner or his tenants, guests or invitees. The Trustees may require the permanent removal of any pet from the Condominium upon three (3) days' written notice to the Unit Owner or occupant if they determine, in their sole discretion, that such pet is a nuisance to the other unit owners and occupants.

17. Any Unit Owner who leases his or her Unit shall provide a copy of these Rules and Regulations to his or her tenants, and each lease agreement shall provide that the tenant's failure to comply with the provisions of these Rules and Regulations shall constitute a breach of the lease agreement.

18. The parking spaces shall be subject to the following requirements:

- (a) Only currently registered and insured private passengers vehicles in operating condition, and no motorcycles, mopeds, trucks, boats, trailers or other vehicles or items may be parked on the Condominium Land except with the prior written consent of the Trustees.
- (b) Unit Owners and occupants may park only in the two (2) parking spaces assigned to their assigned to their respective Units by the Trustees, at the Trustees' discretion Visitor parking is available along the left-hand side of the roadway at the entry of the Condominium.

- (c) The Meeting House parking lot may be used only by those persons using the Meeting House.
- (d) No vehicles may be parked along the roadway in front of or beside Building #2, in the cut out across from Unit 2A which is reserved for use by the Lincoln Fire Department, or in any other area of the Condominium except as specified in paragraphs (b) and (c) above.
- (e) Any vehicles parked in violation of these Rules and Regulations shall be subject to ticketing, fining and towing as follows:

First offense:	warning
Second offense	\$25.00 fine to Unit Owner
Subsequent offenses:	\$25.00 fine and towing without further notice

- (f) Notwithstanding the above, in the event of snow, the following Battle Road Farm snow policy shall apply:

DO NOT PARK YOUR VEHICLE ON THE ROAD UNTIL:

- The storm is over and
- The main roads have been plowed

1. ONCE THE MAIN ROADS ARE CLEARED:

- Move your vehicle on the road onto the LEFT side as you drive into the site
- Do not park opposite any driveway -- that will block access to the parking lot
- Park your car at least 3 to 4 feet from the corner entrance to a parking lot.

2. THE SNOWPLOWS WILL:

- Honk their horn as they come to plow your parking lot
- Please keep an eye/ear out for them and be prepared to move your car

3. PER ORDER OF THE TRUSTEES, VEHICLES WHICH DO NOT ABIDE BY THESE PROCEDURES WILL BE SUBJECT TO:

Towing – if your car is left on the main road and the snowplows cannot navigate, it will be automatically towed to Tracy’s Garage in Lincoln (Route 2 and Bedford Road) (781-259-8600)

Fine – We ask every homeowner to move their car out of the lot after the main roads are cleared. Residents who consistently fail to comply with this request will be assessed a minimum fine of \$50.00 at the Board’s discretion.

Each Unit Owner shall be responsible for all charges related to the towing, attempted towing, and/or storage of any illegally parked vehicle.

19. The on-site Sewage Treatment Plant is subject to the requirements set forth on Exhibit A attached hereto and incorporated herein. Said requirements include a strict prohibition against the deposit of gasoline, grease, fats, fuel or motor oil, cooking oil, flammable liquid, ashes, wax, sand, feathers, plastic, sanitary item, cinders, glass, straw, rags and paper in the system, including sinks, garbage disposals, toilets and storm drains. The deposit of any such substances will destroy the bacteria necessary for the safe and proper operation of the system.

20. Common area fees are due and payable in monthly installments on the first day of each month. Any payment of common area fees not received by the Trustees' managing agent within ten days of the due date shall carry a late charge of \$25.00. Each month's common area fee shall be treated as a separate fee for such purposes.

21. The Trustees may levy fines according to the following schedule against any Unit Owner who violates, or whose tenants, servants, employees, agents, visitors or licensees violate, any provision of the Master Deed, Declaration of Trust and By-Laws, or these Rules and Regulations:

Offensive activities/General Nuisance (e.g., loud music, excessive noise, etc.):	\$75.00
Damage to Common Elements:	\$75.00 plus repair costs
Failure to comply with Notification Requirements of G.L. c. 183A:	\$50.00
All other violations:	\$25.00

For failure to comply with notification requirements of G.L. c. 183A, each month such violation continues shall constitute a separate violation. For all other violations, each day such violation continues after written notice from the Trustees shall constitute a separate violation. In addition, any fees (including, but not limited to, attorney's fees and court costs) incurred by the Trustees in enforcing the provisions of the Master Deed, the Declaration of Trust, or these Rules and Regulations shall be assessed to the offending Unit Owner. All fines shall be due and payable within thirty days after notice thereof to the Unit Owner. The terms of this paragraph are subject to change by majority vote of the Trustees

22. The Trustees may assess a penalty of \$100 against any Unit Owner who has failed to pay any fine, common area fee, late fee, or other charges assessed pursuant to these Rules and Regulations by the end of the calendar year in which it was assessed, provided that more than thirty days have elapsed since the fine, common areas fee, late fee, or charges was due and payable. All fines, common area fees, late fees, and other charges which are assessed against the Unit Owner pursuant to the Condominium Trust and these Rules and Regulations, together with all costs of collection thereof, including reasonable attorney's fees, shall constitute a lien on the

Unit of the Owner assessed until paid. All payments shall be applied first to attorney's fees and expenses, then fines, and the remainder thereof to all other obligations of the Unit Owner.

23. Any Unit Owner who is aggrieved by any fine or penalty imposed by the Trustees will be granted a hearing provided that a written request therefor is made within ten (10) days after receipt of notice of the assessment of such fine or penalty. Such hearing will be held at the next regularly scheduled meeting of the Trustees which the Unit Owner must attend.

24. Any consent or approval given by the Trustees under the Rules and Regulations shall be effective only in writing, and may be added to, amended, or revoked at any time by the Trustees.

25. The Trustees may relax or withhold enforcement of any Rule or Regulation which, in the opinion of the Trustees, would impose a hardship on any resident or which, under the circumstances, would be unfair or impractical to enforce.

26. These Rules and Regulations may be amended from time to time by the Trustees.

Exhibit A.

Battle Road Farm Waste Water Treatment Plant Rules and Regulations

The following Rules and Regulations apply to the Wastewater Discharge and Treatment and Stormwater Drainage System:

A. Use of the Sewers and Stormwater Drainage System

- Sec. 1 No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff or subsurface drainage, to any sanitary sewer.
- Sec. 2. No person shall discharge or cause to be discharged any of the following described waters or wastes to any sewers, stormwater drainage systems, or grounds of the site (including parking areas, lawns meadows, woods, etc.):
- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - b. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant or cause any significant pollution to the wetlands and downstream waterway.
 - c. Any waters or wastes having a PH lower than (5.5), or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
 - d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ash, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, et cetera either whole or ground by garbage grinders.
 - e. Any other substance or product which may have a deleterious effect on the wetlands.

Sec. 3 No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Trustees or their agent that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming the opinion as to the acceptability of these wastes, the Trustees or other agent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- a. Any liquid or vapor having a temperature higher than one hundred fifty degrees (150 F) (65 C).
- b. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two degrees (32 F) and one hundred fifty degrees (150 F) (65 C).
- c. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Trustees or their designated agent.
- d. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

Sec. 4 No person shall use fertilizers, pesticides, or herbicides in landscape maintenance or de-icing compounds that have not been approved by the Trustees or their agent.

B. Protection from Damage

No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.