

SCHEDULE A

ADDITIONAL BY-LAWS:

**RULES AND REGULATIONS
FOR
RICE SCHOOL CONDOMINIUM TRUST**

The Rules and Regulations are, and shall be recognized for all purposes to be, additional By-Laws of Rice School Condominium Trust.

A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Buildings and Units are used for the purposes intended.

1. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Board except as herein or in the By-Laws expressly provided. 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.
2. 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 contents thereof, or which would be in violation of any law.
3. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Buildings, and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) 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 Board, except as otherwise provided in the Master Deed.
4. All draperies, vertical blinds, horizontal blinds, window treatments and window coverings in each Unit shall be off-white or lined with an off-white material or shall be off-white on the facing visible from the exterior such that when closed or drawn the appearance of the window from the exterior of the Buildings shall be off-white.
5. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners, or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights,

comforts or convenience of the other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a radio, stereo, tape deck or CD player or television set in his Unit between the hours of 11:00PM and the following 8:00AM if the same shall disturb or annoy other occupants of the Buildings.

6. Nothing shall be done in any Unit or in or to the Common Elements which will impair the structural integrity of the Buildings or which would structurally change the Buildings.

7. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

8. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the Common Elements except bicycles may be parked in bicycle racks provided in designated area and such vehicles as are permitted hereunder to park in parking spaces so designated. Parking spaces which are limited common areas shall not be used for other than parking registered motor vehicles or bicycles. Parking areas shall not be used for the repair or maintenance of vehicles including oil changing.

9. No parking spaces shall be used for any purpose other than to park automobiles, commuter vehicles, trucks and vans not substantially larger than full-sized automobiles, excluding specifically all other trucks and commercial vehicles, trailers and boats. Owners and their tenants and guests shall also comply with the operational and security requirements governing use of the parking spaces. No parking is allowed in parking spaces not owned by specific Unit Owners unless so designated.

10. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board. No portion of the Common Elements shall be decorated or furnished by any Unit Owner in any manner.

11. Each Unit Owner shall keep his Unit and other areas with respect to which he has a right of exclusive use in a good state of preservation and cleanliness. No Unit Owner shall sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

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. No satellite dish antennas or wiring shall be placed in or on the Common Element areas.

13. The agents of the Board and any contractor or workman authorized by the Board, may enter any room, or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency when no notice shall be required) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

14. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

15. No Unit Owner or occupant or any of his agents, servants, employees, licensees 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 cleaning fluids as are customary for the uses to which the Unit is lawfully being put as permitted by the Master Deed.

16. 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 or visitor to any employee of the Board, 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 the Board shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

17. The Board or its designated agent may retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board in the case of a Unit. In case such consent is given, the Unit Owner shall provide the Board, or its agent, with an additional key pursuant to its right of access to the Unit.

18. Access to the entries, corridors shall be limited to the Residential Unit Owners, their tenants, guests and invitees.

19. Animals may be kept in Units by Unit Owners without written consent of the Trustees, but subject to the Rules and Regulations adopted by the Trustees as to size and breed of animals. The term "animals" shall apply to domestic breeds specifically limited to cat, dog, fish or bird. Such breeds shall be limited to a weight of less than 25 lbs. and shall exclude all breeds of reptiles, rodents or any such breed of dogs that the Trustees deem as undesirable, or not fit to occupy a residential Unit, and provided that they are not kept, bred or maintained for any commercial purposes. Unit Owners are allowed a maximum of two approved pets to be kept within the Unit. Any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Trustees. In no event shall any pet be permitted in any portion of the Common Elements, or in any grass or landscaped area unless carried or on a leash. If the pet of a Unit Owner or occupant defecates on any portion of the Common Elements, including the grass or landscaped area and corridor area, such Unit Owner or occupant shall promptly clean it up. Trustees

may designate exterior areas for pet walking and make rules to exclude other areas. Only Unit Owners are permitted to have pets provided they are in accordance with the above limitations. Occupants leasing a Unit are not allowed to have any pets. Guests and invitees of Unit Owners are not allowed to bring pets on the Property.

20. The following conditions and restrictions shall apply to the tenancing, renting or leasing of Units:

- (a) No Unit shall be rented, let, leased, or licensed for use and occupancy by other than the Owner without the prospective Tenant having submitted an application as required and approved, in writing, by the Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of Units because of race, creed, color, sex, or national origin, nor otherwise unreasonably withheld;
- (b) Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing;
- (c) No Unit may be tenanted, rented, let, or leased or licensed for transient or hotel purposes, for purposes of this provision transient shall be defined as 6 months or less;
- (d) Every lease, license or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of the Master Deed, the Condominium Trust and the Rules and Regulations of the Condominium, and that failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust and/or said rules and regulations shall be a default under said lease, license or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations and restrictions of the Master Deed;

21. The Declarant at the time of the establishment of this Condominium is in the process of completion and selling Units. Declarant reserves all rights to allow it right to complete and sell Units including the rights to model Units, signage and open house events.

22. The Condominium shall be responsible for the required maintenance of the storm water management devices, parking lots, and road surface. This includes the cleaning of the catch basins and sweeping of paved surfaces twice a year in accordance with approved Operation and Maintenance Plan required and approved by Town of Holden Engineering Department. The Condominium is responsible for documentation to the Town of Holden showing this work has been performed. All costs related to this maintenance shall be Common Expense once the Condominium has been formed.