#### EXHIBIT A

# TO SEASHORE POINT — DEACONESS CONDOMINIUM DECLARATION OF TRUST

## **RULES AND REGULATIONS**

All terms defined herein are defined as in the Master Deed and the Declaration of Trust under specifically provided otherwise herein.

## 1. No Improper Use or Obstruction of Common Areas and Facilities or Common Elements

Unit Owners shall not place or cause to be placed in or on the Common Areas and Facilities or the Common Elements any furniture, packages or objects of any kind. The stairways elevators shall be used for no purpose other than for normal transit through them. No one shall obstruct any part of the Common Areas and Facilities or the Common Elements or hallways without prior consent of the Trustees.

## 2. No Articles in Common Areas and Facilities, Common Elements or Terraces

No clothes, sheets, blankets, laundry or other articles of personal property or any other items which are unacceptable to the Trustees at their sole discretion shall be hung out of a Unit or a terrace, or exposed on any part of the Common Areas and Facilities or Common Elements. Storage of any items on a terrace, placement of curtains or other decorations on the terrace, leaving trash or debris on a terrace, and the hanging of clothes, sheets, blankets, laundry, signs, flags or other articles of personal property on a terrace are all prohibited. Except for appropriate blinds and curtains, no Unit Owner shall hang, install or maintain any decoration, sign or other items within or near any window or a Unit if such decoration, sign or other item is clearly visible from the outside of the Unit.

## 3. No Liability for Personal Property of Unit Owners

All personal property of Unit Owners, or any other guest, invitee occupant of a Unit, whether in the Units, or in the Common Areas and Facilities or Common Elements, or elsewhere on the Condominium Property in any vehicle in the Garage Unit or in any Storage Area, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or guest, invitee or occupant, and neither the Declarant, nor the Trustees nor any Manager of the Condominium shall have no responsibility therefore. Personal items, such as computers, cell phones or other electronic device or readers shall not be left in any dining or library spaces.

## 4. No Offensive Activity

No noxious or offensive activity shall be carried on in the Common Areas and Facilities or the Common Elements; nor shall anything be done therein either willfully or negligently which may be or become a nuisance to the other Unit Owners or occupants. No Unit Owner shall do or permit anything to be done in the Common Areas and Facilities or Common Elements by his family, servants, employees, agents, tenants, roommates, guests, visitors, or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No portion of the Common Elements that is not reserved to the exclusive use of a Unit Owner shall be decorated or finished by any Residential Unit Owner.

## 5. Trash

All garbage and trash must be placed in the proper receptacles designed for refuse collection, in designated trash rooms, and no garbage or trash shall be placed elsewhere upon any of the Common Areas and Facilities and the Common Elements,

#### 6. Exterior Apparatus

Except as permitted in the Master Deed, no additional air conditioning apparatus, television or radio antennas, clothes line, planters, clothes rack or any other such item or device be installed on the exterior of any Residential Unit, except as the, Declarant (during the term of the Initial Board), or thereafter the Trustees, may authorize or permit with respect to Service Units or Garage Unit,

## 7. Damage

Any damage to any of the Building's equipment or Common Elements caused by a Unit Owner, or such Unit Owner's family, employees, agents, tenants, guests, or pets shall be repaired at the expense of the Unit Owner.

#### 8. Doors.

Residential Unit doors opening into public halls, lobbies, corridors and Building entry doors shall be kept locked and secured at all times except when actually in use. No doorsteps or similar articles shall be placed in doorways or otherwise impede the complete closing of such doors,

## 9. Complaints

Complaints regarding the management of the Condominium or maintenance of the Common Areas and Facilities and Common Elements, or regarding actions of other Unit Owners or occupants shall be made in writing to the Trustees. No Unit Owner shall attempt to direct, supervise, or in any manner attempt to control or request favors of any employee of the Condominium Trust or any manager.

## 10. No Smoking

There shall be no smoking of cigarettes, cigars, pipes or other forms of tobacco or similar products in the Building or in any of the Units. Smoking may be permitted outside the Building, but only in areas specifically designated for such activity by the Trustees.

## 11. Access Limited with Respect to Roofs

No access to any portion of the roofs shall be permitted, except with the prior approval of the Trustees. Any maintenance, repair or replacement of components of any heating, ventilation or air conditioning system of any Unit which is located on any roof shall be conducted only by contractors approved in writing by the Trustees,

## 12, Violation of Law

No noxious or unlawful activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become unreasonably annoying to the other Unit Owners or occupants.

## 13. Interior Drapes, Window Coverings

All draperies, as well as any other window treatments and 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. All draperies, window treatments and window coverings in every Residential Unit visible from the exterior of the Condominium shall be lined with an off-white material or shall be off-white on the side facing or visible from the exterior, such that when closed or drawn the appearance of the window or door from the exterior of the Building shall be off-white.

#### 14. Noise.

There shall be no noise after 10:00 p.m. coming from any Residential Unit which noise is audible outside of said Unit.

#### 15. Parties.

Residential Unit Owners shall not under any circumstances whatsoever, permit parties that cause annoyance to occupants of the Building. The Trustees shall have the right to limit the number of individuals permitted to attend parties or gatherings in Residential Units if they determine necessary. Habitual parties after 10:00 p.m. are prohibited. Offensive odors or noise from parties is prohibited.

#### 16. Move-In, Move-Out.

Anyone moving in and out of the Building must schedule the move in advance with the Declarant or the Trustees. The move must be done between 9:00 AM and 4:30 PM and only by professional movers.

#### 17. Water Beds, Hot Tubs,

No water beds or hot tubs shall be permitted in any Unit without the prior written permission of the Trustees, which permission may be withheld in the sole discretion of the Trustees. No water beds, hot tubs, planters or furniture exceeding standard loads shall be permitted on any terrace, or in any other Common Areas or Facilities or Common Elements.

#### 18. Use,

The Condominium, its Common Area and Facilities, and its Units shall only be used as permitted under law, the Master Deed, the Declaration of Trust, and the Rules and Regulations.

## 19. Obstructions.

There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Trustees, except as expressly permitted in the Master Deed or in the Declaration of Trust. Without limiting the foregoing, except for storage in the Storage License for which a Unit Owner has an exclusive easement, or in other areas designated by the Trustees, there shall be no storing or parking of scooters, wheelchairs, baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, etc., or other items, in any part of the Common Areas and Facilities or of the Common Elements. There shall be no playing, lounging, riding of bicycles, wagon or toys or rollerblading in any part of the hallways, stairways or elevators. Umbrellas, shoes and other personal items shall not be left in the Common Elements, and no doormats or rugs shall be kept in the Common Elements by Unit Owners.

## 20. Radios, Televisions, Audio Equipment.

All radio, television, audio or other electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Fire Insurance Rating Board and the public authorities having jurisdiction, and the Unit Owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in his or her Unit, and the Trustees may assess such Unit Owner therefore. No radio, television, or other electrical equipment of any kind or nature may be installed outside of a Residential Unit without the consent of the Trustees, unless otherwise specifically permitted in the Master Deed.

## 0. Damage by Service Provider.

In the event that any building service, including maid or household cleaning service, is furnished to any Unit Owner, no other Unit Owner, nor the Trustees nor the managing agent shall be liable for any loss or damage to any of the Unit Owners' property or that of any family, guests, agents, tenants, visitors, employees or other occupants in the Unit caused by such maid or service personnel in the performance of such service.

## 1. Nuisance, Offensive Activity.

No Residential Unit Owner shall engage in or permit any noxious or offensive activity or any nuisance by himself, his family, employees, agents, visitors, lessees, licensees, or business invitees, nor do himself or permit anything to be done by such persons, either willfully or through negligence, that may be, or become an annoyance or nuisance to the other Unit Owners or occupants, No Unit Owner will interfere with the rights, comforts, convenience of other Unit Owners or occupants. No Unit Owner may cause damage to any other Units or to the Common Elements or take any action which results in the removal of any article or thing of value from any other Unit Owner or from the Common Elements of the Condominium. Any Unit Owner making or permitting such a 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 may assess to such Unit Owner such costs that shall be enforceable in the same manner as Common Charges.

## 2. Alteration of Systems, Windows.

Without limitation, no improvements or alterations to, in or affecting any Unit, including any additions or alterations to electrical, plumbing, heating or other systems, equipment or facilities (such the installation of lighting or a stereo system), shall eliminate, diminish or otherwise adversely affect the sound and/or vibration insulation between Units (horizontally or vertically) or between a Unit and the Common Elements; and no ventilator or air conditioning device or any other equipment or apparatus shall be installed or used in, on or outside of any window.

- 3. No door knockers or other ornamentation other than those supplied prior to the initial sale of a Residential Unit or, thereafter, by the Trustees, shall be placed upon doors of Residential Units or the Common Elements. The Trustees may make rules of general applicability regarding any other items located, hung or displayed adjacent to front doors of Residential Units and, if they determine any specific items so located, hung or displayed to be offensive or inappropriate, may remove such items or require a Unit Owner to remove such items from areas that can be seen by other Unit Owners,
- 4. No construction of any sort including, without limitation, painting and installation of carpeting shall take place in any Residential Unit on Saturdays or Sundays or between the hours beginning 4:30 PM and ending 9:00 AM on Mondays through Fridays, except for emergency repairs. Refinishing of

floors shall be properly vented in order to prevent odors in the corridors. Notwithstanding the foregoing sentence, construction by the Declarant (including any construction relating to the addition intended to comprise a subsequent phase of the Condominium) may take place on any day provided such occurs between the hours of 7:00 AM to 6:00 PM on Mondays through Saturdays and between 9:00 AM and 6:00 PM on Sundays.

26. Firearms are not permitted to be kept, maintained or stored in any Unit, except that the foregoing shall not apply to security guards or personnel employed or retained as a contractor or an employee of a contractor engaged by or with the approval of the Trustees provided such personnel are licensed to carry firearms in the conduct of their duties.

May 23, 2012