



2015 00110227

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Recorded: 12/09/2015 12:56 PM

ATTEST: Francis M. Roache, Register  
Suffolk County Registry of Deeds

**Carillon Condominium Trust  
183-185 Massachusetts Avenue  
Boston MA 02115**

**Four Amendments to Rules and Regulations (Declaration of Trust Exhibit A)  
as originally recorded on 8/19/2002 3:28 p.m. instrument # 616 Book 29153 pg. 279**

**Leasing a Unit (Replaces Rules and Regulations # 18)**

A unit may be leased by the owner thereof for a period of not less than six months and not more than one year at a time and must have the **prior written approval of the lease by the Trustees**, subject to the following terms and provisions:

1. Lessor and Lessee shall be jointly and severally liable to the Condo Association for any damage done by Lessee or lessee's guests, employees, agents or pets.
2. The unit may not be sublet and the only residents in the unit will be the named lessees.
3. The lease shall contain **verbatim** the following clauses:
  - a. "This lease is subject to the provisions of the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations of the Carillon Condo Assn. (copies of which are attached hereto as an addendum to the Lease). Upon failure to comply with the terms of any of these documents, the Trustees shall provide written notice to the Lessor and Lessor shall immediately provide a copy to the Lessee. The Lessor and Lessee shall take immediate actions to remedy the noncompliance."
  - b. "In the event of any conflicts between the terms of condo documents and this Lease, the Condominium Documents shall govern."
  - c. "Notwithstanding anything to the contrary contained in the Lease or any addendum thereto, Lessor and Lessee shall maintain and produce evidence of the following insurance coverage:  
**Lessor** : liability coverage under an umbrella policy which shall include coverage of the subject unit; and  
**Lessee** : a renters policy for the subject unit which shall include liability coverage."
  - d. "Notwithstanding anything to the contrary contained in the Lease or any addendum thereto, the Lease shall terminate one year (or less) from the start date. Renewals (of up to one year) require written approval by the then Trustees and are subject to the condition that the trustees will not approve any lease (new or renewal) that would result in more than six units under lease at any one time without the written approval of 50% of the condo association proprietary interest."
  - e. "**No undergraduate student** shall reside in the unit during the term of the lease."

**Smoke-Free Carillon (Addition to the Rules and Regulations as # 21)**

An owner shall not smoke in the unit or elsewhere on Carillon property, including without limitation the unit and any patios, balconies, foyers, hallways, stairways, walkways, driveways, parking areas and rooftop. Owners shall be responsible for

preventing smoking by tenants, agents, workers or other persons they allow to have access to the Carillon. For purposes of this Rule and Regulation, the term "smoking" shall refer to the possession of any lighted cigarette, cigar, pipe or similarly-used article, whether or not containing tobacco.

**Household Pets: (Replaces Rules and Regulations # 5)**

**Dogs are NOT permitted** in the Carillon as pets or visitors.

A cat, caged bird or other usual pet may be kept in a unit only with the **prior written approval** of the Trustees which must be renewed annually by the unit owner, subject to the following conditions.

The Unit owner/lessee shall be held to a reasonable care standard regarding the handling of the pet, including but not limited to the following:

1. Pets shall be **carried or caged** at all times in the common areas;
2. Owner/lessee shall remove any and all animal waste immediately;
3. The pet shall have up-to-date regulatory licenses at all times.

Should a **lessee** fail to adhere to these standards, s/he and the unit owner will be notified in writing by the Trustees of such breach. If the lessee fails to correct such breach promptly or commits the same breach a second time after receiving written notice, the lease shall be terminated immediately.

**Barbeques: (Replaces Rules and Regulations # 19(a) only)**

(a) An electric barbeque is provided for residents with their guests as long as:

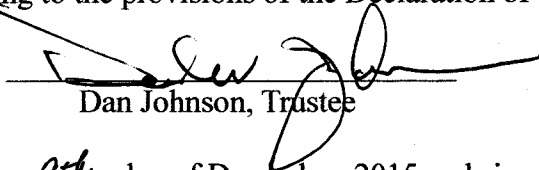
1. **No charcoal, wood chips or other additive may be used;**
2. It is not left on unattended; and
3. The grill is cleaned using the brush provided and grease removed after each use.

No other type of grilling device (hibachi, gas or charcoal grills, or the like) may be used on the common deck or any unit terrace.

Certification by Trustees

As Trustees of the Carillon Condominium Trust, we certify that the above four amendments to the Rules and Regulations have been adopted according to the provisions of the Declaration of Trust.

  
John Bookston, Trustee

  
Dan Johnson, Trustee

The above two individuals appeared before me on the 9<sup>th</sup> day of December, 2015 and signed this two page document in my presence.



