

THE CONDOMINIUM RULES & REGULATIONS OF

BROOK HILL CONDOMINIUM

CONDOMINIUM ASSOCIATION

The following rules and regulations have been established for the benefit of all owners of condominium units at Brook Hill Condominium (hereinafter, the "Condominium"). They are intended to contribute to preserving a clean and attractive environment and assuring the peaceful enjoyment of our community. They are also intended to protect and enhance the value of the property. These rules are not, in any way, designed to unduly interfere, restrict or burden the use of such property. All residents and their guests are expected to abide by the following rules, which are meant to supplement the provisions of the Declaration of Brook Hill Condominium (hereinafter "Declaration"). In the event that the rules conflict with the condominium instruments, the condominium instruments take precedence.

1. **NUISANCE AND NOISE.** No use or practice shall be allowed which is an unreasonable source of annoyance to the residents of the Condominium, or which unreasonably interferes with the peaceful possession or proper use of the Condominium by others. Owners and their guests will be expected to reduce noise levels after 11:00 P.M. (until 8:00 A.M.) so that neighbors are not disturbed. At no time are musical instruments, radios, audio equipment, tape-decks, phonographs, televisions or the playing of musical instruments to be so loud as to become a nuisance.

2. **LITTERING AND TRASH DISPOSAL.** There shall be no littering. All refuse and trash shall be deposited only in designated bins. Trash must be bagged and secured tightly before placing it in trash bins. Under no circumstances are any trash items to be dropped or left on the ground or other Common Area. No garbage or trash shall be permitted to remain in public view.

3. **ADDITIONS TO INTERIOR AND EXTERIOR OF BUILDING.** Both the interior and exterior architectural integrity of the Buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, skylight (other than those existing), chimney, enclosure, greenhouse, awning, screen, antenna, sign, banner or other device and no exterior or interior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Buildings or attached to or exhibited through a window of the Buildings, and no painting or other decorating shall be done on any exterior part or surface of the Buildings, unless the same shall have been approved by the Condominium Trustees in accordance with the Declaration of the Condominium and these Bylaws.

4. **VEHICLES, BOATS AND OTHER MOTORIZED EQUIPMENT.** No owner shall be entitled to maintain more than two automobiles within the Condominium at one time. No

watercraft, boats, ATVs, RVs, mini-bikes, go karts, snowmobiles, mobile homes, campers, motorized boats and trailers or other terrain vehicles will be parked or allowed to remain within the Condominium outside of the attached garage. Owners, tenants, and guests are not allowed to park on Common or Limited Common Area vehicles that meet any of the following descriptions:

- a. Vehicles with more than two (2) axles or more than four (4) wheels;
- b. Vehicles with open stake bodies; or bearing exposed racks, ladders, snowplows, tools, commercial items, or trash;
- c. Dump truck(s), limousine(s), panel van(s), taxi(s), and bus(es);
- d. Vehicles with a gross weight greater than 12,000 pounds; and
- e. Trucks of greater than three-quarter (3/4) ton capacity.

In addition to the foregoing, no vehicle that bears writing, lettering, or other signage advertising a business shall be permitted to park within the Condominium, without the prior approval by the Board. Any unauthorized vehicles parked in unauthorized areas within the Condominium will be towed at the Owner's expense. Owners and tenants may request in writing to the Board that a vehicle containing business lettering, signage or advertising be approved for parking on the Common or Limited Common Area as follows:

- a. The vehicle owner must submit with the written request for approval:
 - i. Proof of motor vehicle liability insurance;
 - ii. A hold harmless agreement, signed by the owner of the vehicle, which states that the Brook Hill Condominium Association shall be indemnified by the owner of the vehicle for any accident or property damage involving the vehicle at any time on Brook Hill Condominium. "Accident" or "property damage" shall be defined as any damage to property, or injury (including death), resulting from the operation of the vehicle, or resulting from the failure of the insured or their representative to properly maintain or secure equipment on, in, beneath, or atop the vehicle.

For the purposes of this section, the following shall be considered acceptable signage: registration plate brackets bearing lettering; decals, or raised lettering identifying the make or model of the vehicle; lettering identifying the dealership from which the vehicle was purchased; and any lettered decal of less than four (4) inches in its greatest dimension and affixed to a window. Bumper stickers containing political or sports messages such as, for example, "Boston Red Sox" and the like are exempt from this section.

Maintenance vehicles providing services will be allowed to be parked on Common and/or Limited Common Area while providing said services. These vehicles are not to be parked so as to block access to driveways or roadways, or to hinder access by other owners, fire department vehicles and equipment, or law enforcement vehicles.

The storage of unregistered, unlicensed or inoperative motor vehicle(s) is not permitted on Common or Limited Common Area at any time (excepting vehicles temporarily disabled, provided such storage does not exceed seven (7) consecutive days).

No vehicular repair, reconstruction, modification, or maintenance is permitted on Common or Limited Common Area except for minor vehicle maintenance that does not involve a lift or jack. Nothing in the preceding sentence is intended to restrict the washing and detailing of any motor vehicle. Examples of minor vehicle maintenance include: adding engine oil or antifreeze, and changing wiper blades or spark plugs.

Motor vehicles parked within Brook Hill Condominium are not to impede and/or hinder maintenance operations, which shall include but not be limited to snow removal. Vehicles hindering maintenance operations will be towed at the owner's expense.

Vehicles parked in fire lane(s), no parking area(s), or handicapped spaces (without a displayed Government issued handicapped permit), will be towed at the owner's expense.

5. GUESTS. Owners will be responsible for the actions of their guests, as well as members of their families. If occupancy by guests creates a nuisance to other Owners, the Board of Directors shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.

6. CONSENT REVOCABLE. Any consent or approval of the Board given under these Rules shall be revocable at any time.

7. DELEGATION OF POWERS. The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules, to the manager or to any other employee or agent of Brook Hill Condominium.

8. COMPLAINTS. Complaints of violations of these Rules should be made to the manager, either verbally or in writing. If the Owner does not receive satisfaction from such manager, or if there is no manager at that time, he or she should put the complaint in writing and forward it to the Board. If the Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board as to what action has been taken. Violators may be subject to fines. A schedule of Procedures and Fines for Enforcement of these Rules and Regulations (which may be amended from time to time by the Association) is attached hereto and incorporated herein as Addendum A.

9. AMENDMENT. These rules can be revised in any way, at any time, by the Board of Directors as conditions warrant, provided that a written communication is sent to each Owner advising of the change and further provided that no such Rule or revision is contrary to or inconsistent with the Condominium Act, Master Deed of Declaration of the Condominium.

10. OUTDOOR EQUIPMENT. Sporting equipment, lawn furniture, and other personal articles and equipment shall, when in use on the Limited Common Area, be maintained and used in such fashion as to meet the standards of the Association, as established by the Board of Directors from time to time.

11. OUTSIDE ACTIVITIES. There shall be no organized sports activities, picnicking or fires, except in areas that are approved by the Board of Directors. Under no circumstances may a fire of any kind be lit or maintained, and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the Fire Department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority or by the Board of Fire Underwriters. The parking areas, walkways, and entries shall not be obstructed or encumbered for any purposes.

12. CLOTHES LINES. No clothing, laundry, rugs or similar materials shall be hung or otherwise left or placed in or on Common Area. No such articles shall be hung from any window so as to be exposed to public view.

13. IMPROPER USE OF COMMON AREA. There shall be no use of the Common Area, which injures or scars the Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the Owners in their enjoyment of the property.

14. HOUSE PETS. Each Unit Owner is granted consent to possess domestic cats and dogs weighing no more than 85 lbs., after notifying and approval from the Board. Furthermore, the following breeds of dogs are not allowed to reside in a Unit under any circumstances: American Staffordshire Terrier, Boxer, Pit Bull Terrier, Chow Chow, Doberman Pinscher, German Shepard, Great Dane, Rotweiler, Siberian Husky, Japanese Tosa, Argentine Dogo, Mastiff, Filas Braileiro or any other breed deemed dangerous by the United States Insurance Institute or the Board of Brook Hill Condominium. If pets create noise, or in any way create a disturbance or unpleasantness, the Board may be forced to revoke its consent, in which case the pet must be immediately removed. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board for any damages to the Condominium resulting from the maintenance of said pet. Each Owner shall indemnify and hold the Board harmless against loss or liability resulting from pets. Dogs and cats must be kept on a leash not to exceed six feet in length whenever they are in common areas. They must not be tied or left unattended in Common Areas, and are not allowed to run free. Dogs and cats will not be allowed to relieve themselves on lawns, sidewalks, parking areas, roadways, or any other area not designated for dog and cat walking.

15. CANVASSING, PEDDLING OR SOLICITING. No person, including any Owner, shall enter or go through the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions. However, such canvassing, vending, peddling, soliciting or distribution may be

made with the written consent of the Board of Directors. During the initial sales period the Declarant, its agents, and their employees, may engage in such activities in connection with its sales and (if any) leasing activities.

16. ADVERTISING. No sign, signal, illumination, advertisement, poster, notice, or any other lettering shall be exhibited, inscribed, painted, attached, affixed, installed, or exposed on or at any window, exterior door, or on any part of the exterior of any Unit, or in or on the interior of any Unit if the same shall be visible from the exterior of such Unit.

17. KEYS. The managing agent and/or Board may retain a pass key to the Units. Owners shall not alter any lock or install a new lock on any door leading into the Condominium without the prior written consent of the managing agent in each instance. If such consent is given, the Owner shall provide the managing agent with a key or passcode allowing entry to the Unit. An Owner's privacy is not intended to be intruded upon, and such key shall not be used except in a personal or property emergency, or for maintenance or repair of the Common Area.

18. CONTROL OVER EMPLOYEES. No Owner shall engage any employee of the Condominium on any private business, nor shall he direct, supervise or, in any manner, attempt to assert control over any such employee, unless authorized by the Board of Directors.

19. ILLEGAL ACTS. No person shall do any act that conflicts with any applicable laws, ordinances, zoning and other governmental regulations, and all applicable Rules adopted by the Board of Directors nor commit any illegal or unlawful act in, upon or about the Condominium.

20. MINIMUM UNIT TEMPERATURE. The minimum temperature setting for individual unit thermostats and heaters shall be 50 degrees during the heating months.

21. CONTRACTORS AND MOVERS. The Board must be notified in advance of moving any materials or furniture into the Condominium if such activity delays or disrupts ordinary daily routine. All work is to be done between the hours of 7:00 AM and 7:00 PM.

22. SNOW REMOVAL. All owners, residents and guests will be familiar and comply with the snow removal procedures and will cooperate with the Board of Directors and the contractors. Any vehicle that impedes snow removal is subject to immediate towing at the expense of the owner and without prior warning or notice. The authority to tow any such vehicle is specifically delegated to the contractor and the employees or other agents of the contractor.

23. FLAGS, WIND CHIMES, WIND SOCKS AND BIRD FEEDERS. The displaying of flags is limited to Holidays and celebrations of a limited duration. The unit owner or resident assumes responsibility for any damage the mounting of flags causes to Common or Limited Common Area, including balconies, decks, and patios. The cost of repairs will be charged to the unit of the responsible owner or resident. In addition, wind chimes and wind socks are prohibited in Common or Limited Common Areas, including decks, balconies, and patios. Bird

feeders and other animal feeders are prohibited in Common Areas, but may be located in Limited Common Areas, such as decks and patios.

24. YARD SALES. Yard sales, tag sales, garage sales and other similar activities are prohibited except as authorized by the Board of Directors.

25. EXTERIOR DECORATIONS. Exterior decorations are limited to door and window decorations only. No lights are allowed on the exterior of doors, window and sliders. All damages resulting from the displaying of exterior decorations will be the responsibility of the owner or resident.

27. PLANTERS AND FLOWER POTS. Planter and flower pots may be placed on balconies, decks and patios. Planters and flower pots will not be placed on the top of any balcony, deck or patio railing. Plants must be maintained so they do not litter on common or limited common areas, including balconies, decks and patios. Any dead or diseased plants must be removed by the responsible owner or resident.

28. OUTDOOR GRILLS. The storage and use of outdoor grills will be in full compliance with all applicable state and local laws, ordinances, and regulations. In the event that said laws, ordinances and regulations conflict with the rules and regulations of the Association, the more restrictive will always apply. Outdoor grills must be attended by an adult at all times while in use. Recognizing the hazards inherent in the storage and use of outdoor grills, the owner or resident responsible for storing or using such a grill assumes responsibility for any and all damages incurred incident to said storage and use. The unit of the responsible owner or resident will be assessed the cost of all repairs necessary to restore the property to its original condition.

29. RESALES. It is the obligation of the current unit owner to notify the Managing Agent of a pending sale of a unit. The seller is to provide the buyer with one copy each of *Declaration of Condominium of Brook Hill Condominium*, *the Bylaws of Brook Hill Condominium* and these Rules and Regulations prior to or upon closing. It is the obligation of the new Owner to notify the managing Agent of the purchase of a unit.

30. RENTALS. All rental contracts must have a thirty (30) day minimum. Unit owners are responsible for advising the Managing Agent of the rental of their unit and will provide the Managing Agent with the unit address and the name of the renter within 30 days of the execution of the lease agreement. Unit owners will ensure that the renter is furnished with one copy each of the *Declaration of Condominium of Brook Hill Condominium*, *the Bylaws of Brook Hill Condominium* and these Rules and Regulations prior to or upon the signing of the lease agreement. The Owner will obtain a signed statement acknowledging receipt of these documents and will provide a copy of the acknowledgment to the managing agent within 30 days of the execution of the lease agreement. The Owner will include as an attachment to any original or renewed lease agreement the following clause, will obtain a signed statement acknowledging the inclusion of this clause, and will provide a copy of the acknowledgment to the managing agent within 30 days of the execution of the lease agreement:

“This lease is subject to all provisions of the *Declaration of Condominium of Brook Hill Condominium*, the *Bylaws of Brook Hill Condominium*, and the *Rules and Regulations of Brook Hill Condominium* (the “Condominium Instruments”). In the event of a conflict between this lease and the Condominium Instruments, the Condominium Instruments will take precedence.”

ADDENDUM A

Brook Hill Condominium Homeowner's Association (the "Association")

Procedures and Fines for Enforcement of Rules and Regulations

Brook Hill Condominium unit owners and their guests and renters are obligated to follow the three official documents of the Association: the Declaration of Condominium, the Bylaws, and the current Rules and Regulations.

Any penalties or fines imposed by the Brook Hill Board of Directors (or the Declarant, as the case may be) for violating any of these documents are outlined in the following procedures. Late fees and penalties for non-payment of special assessments and quarterly Brook Hill Condominium monthly or special assessments ("HOA Fees"). HOA Fees are not considered "fines" and are not subject to the following procedures. Nor are damages that are assessed for property damage due to accident or negligence.

The Board of Directors ("Board") may establish a Fines Oversight Committee ("Committee") to assist the Board of Directors in overseeing the enforcement of the Rules and Regulations. If no Committee is established, the Board will oversee enforcement of the Rules and Regulations. The following procedures and fines schedule outline the consequences of violating them.

The consequences will range from a first-time offense phone call or personal visit to remind the resident of the rules and their suspected violation(s). If the resident fails, refuses or neglects to remedy the offense, the continued violation will escalate to a warning letter and then Board action to levy a fine for the violation and a hearing before the Board or Committee. Failure to pay a fine may result in court action, loss of use of Common Area privileges, and/or loss of voting rights until the fine is paid.

General Procedures to be followed for suspected rules violations

1. A Board member or the property manager is informed of a possible violation – if another resident is issuing the complaint in person or by phone, they will be asked to complete a violation form detailing the complaint and submit it to the Board or property manager.
2. For a first-time offense, a courtesy phone call or in-person visit will be made by a member of the Board or the property manager informing the Unit Owner know that a complaint of a possible violation has been received. The Unit Owner will be asked to correct the situation. If that ends the violation, no further action will be taken, but the violation notice will be placed in the Unit Owner's file in case the violation occurs again.
3. If the violation relates to a vehicle or parking, instead of a phone call, the Board member may complete a Vehicle/Parking Violation form and place a copy on the vehicle itself, while keeping a copy for the Board's records. The form shall be dated with the make, model and

license plate number and a photo taken, if possible, of the improper vehicle or parking violation and placed with the Vehicle/Parking Violation form for the Board's records.

4. Assuming the Board learns that the violation has continued, a formal letter will be sent by the Board or property manager advising that the Unit Owner is in violation of the Brook Hill Rules and Regulations and corrective action is to be taken immediately (the "First Notice"). The Unit Owner will be advised that a possible fine may be imposed if not corrected.

5. A Board member or member of the Committee may, but is not required to contact the non-compliant Unit Owner to mitigate the situation before formal action by the Board is taken.

6. After one week of the First Notice being mailed, if the violation continues, the Board will put the violation on the agenda for the next Board meeting. The Unit Owner's name and address will be listed on the agenda along with the violation and the Unit Owner is welcome to attend the Board meeting to provide background or ask questions about the violation.

7. The Board will then discuss the violation at an open meeting and recommend a penalty, which could be a suspension of the use of the Common Area privileges or a fine. The Board or the Committee will vote on the recommended fine or suspension. If a fine is recommended, the Board or Committee shall assess an initial fine. The initial fine shall be determined by the Board or the Committee and shall range from **\$25.00** to **\$50.00** in the discretion of the Board or the Committee. The initial fine shall be due within five days of the Board's or the Committee's vote. If the violation continues or the initial fine is not paid when due, an additional fine of **\$10.00** per day shall thereafter accrue for each day of non-compliance or until the initial fine is paid after said five day period.

8. A written notice of the recommended fine or suspension will be sent by the Board or property manager to the Unit Owner and a hearing date will be set at least 14 days from the date of the notice.

9. The hearing will take place in a public area in a Common Area facility, at a Board member's unit or at the office of the property manager to confirm or reject the Board's fine or suspension recommendation and to allow the owner an opportunity to provide additional information or make a case for the penalty to be waived. The Board or Fines Oversight Committee (the "Committee") will then vote to accept or reject the fine.

10. If the Board or the Committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed.

11. If the fine or suspension is approved by the Committee, the fine payment is due to the Association five days after the date of the Board or Committee meeting approving the fine or suspension. The Association will provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable to any tenant or guest.