

CONDOMINIUM RULES AND REGULATIONS  
of The Cottages at Twin Pines Lane Condominium

Reference is made to the The Cottages at Twin Pines Lane Condominium Master deed, as amended, ("Master Deed"), and the amended Declaration of Trust for The Cottages at Twin Pines Lane Condominium Trust ("Trust") recorded herewith. The condominium regime created is sometimes called "Twin Pines Condominium" and sometimes called simply "Twin Pines."

STATEMENT OF PURPOSE

The Board of Trustees of the Trust is authorized to adopt appropriate rules and regulations to govern Twin Pines. The purpose of these Rules and Regulations shall be to protect the property values of the condominium units; and to protect, preserve and enhance the quality of life of the unit owners. Said restrictions shall be for the benefit of each of the Owners and the Condominium Trust, and shall be enforceable by each Owner and also by the Condominium Trustees.

Also, insofar as permitted by law, such restrictions shall be perpetual. If any rule or regulation or portion of a rule or regulation is held to be void, the remainder of the rules and regulations shall continue in full force and effect.

The Trustees reserve their right to amend these Rules and Regulations, and future amendments shall be effective after (5) days written notice has been mailed to all unit owners by first class mail. Notice may be mailed to the unit owner at the unit or to such other address as the unit owner has given to the Trust the choice of address used being at the discretion of the Trustee.

RULES AND REGULATIONS

Unless defined herein, terms used shall be as defined in M.6.L. Chapter 183A, Master Deed or Trust Captions of sections are for convenience and do not limit or alter the content of the sections.

By the acceptance of his or her Unit Deed, which is manifested by the recording of that deed at the Registry of Deeds, each Unit Owner agrees to these Rules and Regulations and acknowledges that he or she is bound by them.

The use of the Units by all persons authorized to use the same shall be at all times subject to the provisions contained in this instrument, and such Rules and Regulations as may hereafter be prescribed and established by the Trustees.

The Condominium Trust reserves the right and easement to enter onto any portion of the premises, including the Units, from time to time, at reasonable hours, for the purpose of reconstructing and repairing Units, common areas and facilities and to perform any obligations of the Condominium Trust required or permitted to be performed under this Master Deed and/or the By-Laws of the Condominium Trust.

The Rules and Regulations are as follows:

A. Use: Each Unit shall be used only for residential purposes and for no other use.

B. Open Space: Open space shall be used for passive recreational use by the Unit Owners and their families, guests, tenants, occupants and invitees.

C. Obstruction; Maintenance: There shall be no obstruction of the Common Elements (which term includes common areas) nor shall anything be stored in the Common Elements.

Each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit and any area or facility the exclusive use of which is provided to said Unit. Unit owners shall maintain the exterior of the structure in a clean, neat, free from debris condition and shall not store or stockpile any materials outside.

Each Unit Owner shall be responsible for the maintenance of all pipes, conduits, controls, ducts, plumbing, cables, equipment and other facilities exclusively serving his or her Unit. It is the responsibility of each Unit Owner to maintain and repair those facilities located in his or her Unit.

D. Common Elements: No part of the Common Elements shall be decorated or furnished by any Unit Owner in any manner without the prior written approval of the Trustees. Further, no Unit Owner may place, keep or store anything in the Common Elements.

E. Alteration: The Owner of any Unit may not, at any time, make any changes to or modifications of the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the buildings or its service. Any other modifications or alterations must be undertaken in accordance with the guidelines outlined in the Master Deed and Condominium Trust, as they may be amended from time to time. Any Owner proposing to do any such work shall notify the Condominium Trustees in writing, by certified mail, return receipt requested, detailing in narrative form the proposed work to be done, not less than sixty (60) days prior to the commencement thereof.

Any and all work undertaken with respect to any modification or other improvements shall not result in or cause an adverse impact upon, nor an increase in, the real or calculated discharge into the Septic Systems.

F. Rental: All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, and the conditions and obligations set forth in the Decision, and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.

No noxious or offensive activity shall be carried on upon any Unit or in any Unit. Each Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein.

G. Animals: No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description shall be kept or maintained in any Unit, but ordinary and usual domestic dogs, cats and birds not to exceed two (2) animals per Unit, may be kept during such time as such Unit is occupied.

Exceptions to this policy may be approved on a case by case basis by the Trustees. Any exception made by the Trustees shall apply only to the individual Unit and Unit Owner requesting the exception, and only to the specific animals/situation described at the time of that request. No individual decision of the Trustees shall change the specifics of this policy as it applies to any other current or future Unit Owner.

After due notice and hearing the Trustees may require any Unit Owner to dispose of any pet which has been habitually guilty of violating any applicable law or regulation or damage property of any Unit or occupant.

H. Outdoor Furnishings/Displays: No so-called "satellite" dishes or similar apparatus shall be installed on any Unit until the location is approved by the Trustees.

No signs whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any Unit, except the following:

(1) "for sale" or "for rent" or "for lease" signs not more than two (2) square feet in area shall be permitted and

(2) house signs, nameplates, quartet boards and the like, as approved by the Trustees.

Only accessories normally used for outdoor passive recreation shall be used or stored outside any Unit in the Common Areas, such as lawn furniture, grill, barbecue or similar apparatus as are commonly used or stored on residential properties in the Town of Plymouth.

No lawn statuary, monuments, ornamental fixtures or mailboxes shall be erected, placed or maintained on a Unit or on the Common Land, unless otherwise approved in writing by the Trustees.

No lines and poles, outside television antennas and radio aerials shall be located on the Common Land.

No solar heating panels or other solar collection devices shall be placed, constructed or maintained on a Unit, nor any window unit air conditioner or "through the wall" air conditioner be placed or maintained in any Unit, without the prior written approval of the Trustees of the Condominium Trust.

I. Garages: Garages may be occupied by private non-commercial passenger vehicles only, and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the garage in which the same are used (except when actually being transported). The term "private non-commercial passenger vehicles" as used in this section refers to transport vehicles as detailed and described in the Master Deed.

Any and all garage doors shall remain closed at all times unless vehicles are being driven in or out of such spaces.

Garages shall not be used for human habitation, nor shall Garages be converted into living or other accessory use without the prior written consent of the Trustees.

J. Nuisance: No unlawful activity or activity reasonably deemed to be offensive and contrary to the expressed intent of this Master Deed, the Condominium Trust and the duly adopted rules and regulations of the Condominium Trust, shall be permitted on any Unit or the common areas and facilities of the Condominium.

Owners of Units shall maintain their respective Units in an orderly and clean manner and shall promptly dispose of all refuse, garbage and other waste in a sanitary fashion. No refuse, garbage or other waste, or container therefore, shall be stored outside of a Unit, other than those provided by the Trustees as part of the contracted trash removal.

All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Owner may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units.

K. Misuse of Systems: Trustees may charge to a Unit Owner any expense resulting in damage to the mechanical, plumbing, electrical or other building service system(s) of the Condominium caused by such Unit Owner or his Tenants, Invitees, or licensees by misuse or abuse of those systems.

L. Impact on Insurance: Nothing shall be done or kept in any Unit or in the Common Elements or exclusive use areas which will increase the rate of insurance or result in the cancellation of the insurance on any buildings of the Condominium (the "Buildings"), except that uses resulting in an increase of premiums may be made by specific arrangement with the Trustees providing for the payment of such increased insurance costs by the Unit Owner concerned. No Unit Owner shall permit anything to be done or kept in his Unit, parking area, storage area, deck, patio 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. No waste shall be committed in the Unit, Common Elements or exclusive areas.

M. Drainage: No drainage swales or other drainage appurtenances shall be disrupted, modified or filled without first obtaining, in writing, approval from the Board of Trustees and the Zoning Board of Appeals of the Town of Plymouth.

N. Garbage Disposals: No garbage grinders of any sort shall be permitted.

O. Locks: The Trustees, or their Building Manager, may retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock on any door of a Unit without the written consent of the Trustees. No Unit Owner shall alter the doorknockers or doorknobs, install new doorknockers or doorknobs, as would be different from the original design. In case such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to its right of access to the Unit.

P. Keys: If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or his agent, servant, employee, licensee, lessee, or visitor, to a Trustee, agent or employee of the Trustees, whether for a 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 Owners or occupant, and such Trustee, agent, employee and the Trustees shall not be liable for Injury, loss or damage resulting therefrom or connected therewith.

Q. Risk of Loss-Damage: All personal property of the Unit Owners in the Unit, or the Common Elements, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners and neither the Trustees or Trustee If there be only one, nor their respective successors or assigns, shall bear any responsibility therefore.

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

S. Consents and Revocation: No approvals, waivers or consents of the Trustees shall be valid unless such approvals or consents are In writing and signed by the Trustees or their duly authorized designee. Any consent, permission or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees in accordance with the procedures of the Trust, If applicable, and otherwise in their absolute discretion.

T. Indemnification: By acceptance of their Unit Deed, which is manifested by the recording of that Deed, each Unit Owner agrees to indemnify the Trustees and all other Unit Owners from and against any Loss, damage, or expense arising from or relating to such Unit Owner, or any tenant thereof failing to comply with the requirements hereof or the terms of the Master Deed, Trust, provisions of law or conditions of any approvals, licenses or waivers.

U. Violation and Fine Procedure: The Board shall give notice to any owner of a violation of any Rule or Regulation prior to fining said Owner. No fine may be levied for more than \$15.00 for each of the first 30 days of one violation, \$25.00 for each of the second 30 days of any one violation, and \$50.00 for each day that said violation continues thereafter. Such fines shall accumulate daily until the violation ceases. Collection of fines may be enforced against the Owner or Owners involved as if the fines were Common Expenses owed by the particular Owner or Owners as outlined in the Master Deed.

If a Unit Owner or occupant in a unit breaches these Rules and Regulations and the Trustees engage any attorney to enforce these Rules and Regulations against that Unit Owner or person for whom the unit owner is responsible; or if the Trustees commence an action or other proceeding against a unit owner for damages or to enjoin a violation of this Rules and Regulation and prevail in or settle by agreement that action, that unit owner shall pay the attorneys' reasonable fees and court costs incurred by the Trustees.

V. Condominium Fees: Condominium Fees are due in advance on the first day of each month. Condominium Fees received after the tenth day of the month shall be subject to late fees and interest as the Trustees may establish in their sole but reasonable discretion.

W. Trash: Each Unit Owner shall be provided with a trash bin supplied by the waste management company contracted by the Trustees. Unit Owners shall not overburden collection bins with trash unreasonable in either size or quantity. These containers shall be stored in the garage or behind the fence in the area between units. Trash bags and other items for disposal shall not be left or stored in the parking lot or other common areas. Furniture, appliances or other large items, and items for disposal in large quantity, shall be disposed of offsite at the sole cost and responsibility of the Unit Owner, and shall not be dumped or left within the common areas.