

COBB BROOK LANDING CONDOMINIUM TRUST
RULES AND REGULATIONS

These Rules and Regulations have been established for the benefit of all (residents and Unit Owners) at Cobb Brook Landing Condominium. They are intended to contribute to the attractive and orderly condition of the Condominium. They are also intended to protect and enhance the value of the property.

Only for good cause shown to the Trustees at a meeting of Trustees may a waiver of these Rules and Regulations be granted. All such waivers are revocable at the will of the Board for good cause shown to it. Temporary waivers pending action by the Board may be granted in emergency situations and / or in specific instances by the Board.

The following Rules and Regulations are hereby adopted by the Trustees of Cobb Brook Landing Condominium Trust pursuant to Article V Sections 1 (E) and 6 of said Trust. Terms used herein which are defined in said Trust or in the Master Deed of the Cobb Brook Landing Condominium shall have the same meaning as set forth in said Trust or said Master Deed, as the case may be.

1. Failure to cease and desist from violations of the Rules and Regulations as requested by the Trustees is cause for a fine or litigation. Failure to promptly pay a fine shall be cause for litigation and will result in a lien against the Unit.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Trustees except as expressly provided herein, in the By-Laws, or in the Master Deed.
3. 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 Trust.
4. Nothing shall be done or kept in any Unit or in or on the Common Elements which will increase the rate of insurance on the Condominium or any other insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. 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 such insurances. No waste or trash shall be permitted in the Common Elements, except where provision is made therefore.
- 5a. Unit Owners shall not cause or permit anything to be attached, hung or displayed on the outside of windows, decks or on any Common Area of the building. No Common Area of the building shall be decorated or furnished by any Unit Owner in any manner.

- 5b. Unit Owners are responsible for hiring licensed, insured electrical & plumbing contractors.
- 5c. Unit Owners are responsible for keeping smoke alarms in working order.
- 5d. Unit Owners shall not cause or permit signs, awnings, canopies, radio or television antenna's to be affixed or placed upon the exterior walls or doors, decks, porches, roof or any part of the Common Areas, or exposed on or at any windows, without the prior written consent of the Trustees.
- 5e. Seasonal Decorations may be hung from front doors and inside front windows so as not to be offensive to other residents.
- 5f. No personal belongings shall be left outside any unit's entrance.
- 5g. Unit Owners shall not cause or permit nails or screws to be affixed to any outside surface of the building.
- 6. As stated in the Cobb Brook Landing Condominium Trust Agreement; Bristol County Registry of Deeds; Book 7563, Page 227

REGULATION #6 –

“Except for dogs kept or harbored at the Condominium as of February 24, 1998, no dogs shall be kept in any Unit at anytime. Dogs residing within a Unit as of February 24, 1998, shall be permitted to remain within the Unit so long as their residency remains unbroken. Once residency of such dog ceases through death, sale, gift or any other reason the Unit Owner or Occupant who had such dog may not thereafter maintain or keep a dog in said Unit. Those dogs maintained or harbored on the condominium premises prior to February 24, 1998, shall be permitted to remain, provided that the owner thereof complied with the provisions set forth herein.

Common household pets may be kept within a Unit. No reptiles shall be permitted to be kept in a Unit. Occupants of units shall only be permitted to maintain two cats. No pets shall be permitted which are noisome or offensive to any other occupants of Units; and the keeping of such pets shall be subject absolutely to whatever regulations and restrictions may be imposed by the Trustees in their sole judgement and discretion, including, but not limited to, the determination by them that a pet has been deemed to be a nuisance.

No permitted pet(s) may be kept, bred or maintained for any commercial purposes. All permitted pet(s) must be in compliance with state and local ordinances and must be registered with the Condominium Trust on an annual basis. Any permitted pet shall not be allowed upon the common elements unless restrained by a leash, except for those pets subject to prior written permission

from the Board, transport box or cage and in no event upon the land portion of the condominium premises save for the transit there across. Any Unit Owner keeping such a pet who violates any of the provisions herein or permits damage to or soiling of any of the common elements or permits any nuisance, unreasonable disturbance or noise shall (i) be assessed by the Trustees for the cost of the repair of such damage, cleaning or removal of such nuisance, including reasonable attorney's fees, (ii) be levied such fine as the Trustees may reasonably determine; and (iii) be required to permanently remove such pet from the Condominium upon five (5) days written notice from the Trustees. Any damage or destruction caused by the pet shall be repaired by the Trustees at the expense of the Unit Owner, but the Unit Owner shall be responsible to remove any feces of the pet from the Common Elements. Any Unit Owner who keeps or maintains a permitted pet shall be deemed to have indemnified and agreed to hold harmless the Condominium Trust from any loss, claim liability of any kind or character arising by reason of keeping or maintaining such pet within the Condominium."

7. No noxious or offensive 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 an annoyance or nuisance to the other Unit Owners or occupants. No resident shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licenses, or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners. No resident shall play upon, or suffer to be played upon, any musical instrument, or operate or suffer to be operated a phonograph, television set, or radio in his Unit if the same shall disturb or annoy other occupants of the Building. No resident shall conduct or permit to be conducted, vocal or instrument practice, nor give nor permit to be given vocal or instrumental instruction at any time.
8. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Building, or which would structurally change the Building.
9. No clothes, sheets, blankets, laundry or any kind of other article 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.
10. There shall be no chairs, or other similar personal property left unattended on any part of the Common Elements. By way of clarification, storage of carriages, bikes, toys etc., other than in one's Unit, is forbidden.
11. All electrical appliances within their Unit shall be UL listed and the Unit Owner shall be liable for any damage or injury caused by any electrical appliance within their unit.

12. The agents of the Trustees or the managing agent may enter any room or Unit in the building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of vermin, insects, or other pests, and for the purpose of taking such measure as may be necessary to control or exterminate any such vermin, insects or other pests.
13. No garbage cans or garbage shall be placed in Common Areas. (All trash must be bagged in plastic & securely tied prior to disposal in the designated dumpster.)
14. No repair / maintenance of vehicles, other than changing tires, is permitted. Washing of cars is permitted. Cleaning of vehicles may take place in an individual parking space only, not in a fire lane. Dirt, cigarette butts, etc., shall be disposed of properly.
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 lighting and cleaning fluids as are customary for residential use.
16. Window treatments, curtains, or draperies, that are visible from the exterior of the building, shall be white or beige.
17. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by written resolution of the Trustees.
18. **AUTOMOBILES:** Automobiles and other approved vehicles are allowed to park in parking spaces providing:
 - A. They have a valid registration sticker properly affixed.
 - B. They occupy a designated parking space.
 - C. Parking on the grass is not permitted.
 - D. The parking areas shall not be used for any purposes other than to park duly registered, operable private passenger automobiles and pick-up trucks. Recreational vehicles, trailers, motorcycles, campers and boats are not permitted. No automobile shall be parked in such manner as to impede or prevent ready access to another Unit Owner's parking space or to common walkways.

- E. Automobiles shall be parked in assigned spaces only, except for guests who must use designated visitor parking spaces. Parking is not allowed in the fire lane. The fire lane is located along the entire west curb in the parking lot. Vehicles improperly parked or using unauthorized spaces may be towed away at the expense of the Owner.
 - F. By acceptance and recording of a unit deed, the Unit Owners warrant for themselves and their assigns that they will not allow the parking of prohibited vehicles on the common areas. The Trustees shall be entitled to pursue any and all available remedies at law or equity for any violations of any of the above, including the remedy of fines provided for in these Rules and the By-Laws of this Condominium and any and all costs and expenses for remedying the violation, including but not limited to attorney's fees being chargeable to the Unit responsible for the violation as part of its common fees.
 - G. No vehicle shall display tools, ladders or other equipment on the exterior of the vehicle not ordinarily associated with private passenger automobiles.
 - H. Speed Limit is as posted.
19. The Front of the complex shall be for purposes of parking vehicles and for the coming and going of the residents and guests only. Activities such as drinking, playing, lounging, and riding of bicycles shall be restricted to the rear of the complex.
20. Damages to Common Area(s) – All repair costs incurred due to damages caused to common areas, having been caused by a unit owner, an occupant of a unit or a guest of a unit owner or unit occupant, will be assessed to the unit owner.
21. Unit Owners shall keep the Managing Agent apprised of all unit occupants at all times. Unit Owners are responsible to provide tenants with rules & regulations. Tenants, their pets & cars must be registered with the Managing Agent.
22. Unit Owners will provide the Managing Agent with home & work phone numbers where they can be reached in case of emergency.
23. Rock area located under rear decks is intended for the housing of air conditioning units and drainage only. All recreational activities shall be restricted to the rear lawn.

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 24. The fine structure is as follows: first offense, warning; second offense \$25.00 fine; each subsequent offense \$50.00. Continuing offenses will be fined at the discretion of the Board of Trustees.

25. These revised rules and regulations may be added to, amended, or replaced at any time by majority vote of the Board of Trustees. Any consent or approval given under these rules by the Board of Trustees may be revoked.

This supersedes any prior rules and regulations.

BOARD OF TRUSTEES

Linda Bemis
Linda Bemis

Linda Gardner
Linda Gardner

Mark Mosher
Mark Mosher

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS

February 2nd, 1999

Then personally appeared before me the above-named Linda Bemis, Linda Gardner, Mark Mosher, Trustees of the Cobb Brook Landing Condominium Trust and acknowledged the foregoing to be their free act and deed.

Lauren A. Ballard
Notary Public
Lauren A. Ballard
My Commission Expires:
Feb 14, 2003