



Indian Brook

CONDOMINIUMS

Rules and Regulations

*Last updated: July 10, 2023*

Each Resident of Indian Brook plays a part in keeping this community safe and pleasant for everyone. The Rules and Regulations for Indian Brook Condominium are binding for all present and future Residents. The Resident is responsible for being aware of all of the rules of the community as outlined in all of the Condominium Documents. Each Unit Owner is responsible for any and all activities within their unit. Activities that result in any violation of local, county, state, or federal laws are prohibited.

The Board of Trustees recognize that life brings many special circumstances. They will work with a Resident if a special situation arises. Because interpretations of the rules can vary from individual to individual, the Trustees reserve the right to arbitrate.

### Definitions

- **Unit Owner:** The person(s) whose name(s) are on the deed for the particular unit.
- **Resident:** The use of this word is intended to include the Unit Owner and any other people sharing the Unit Owner's living space at Indian Brook. In a rental situation, "Resident" applies equally to the owner(s) of the unit, the renter(s), and any other occupant(s).
- **Common Area:** Any area that is part of Indian Brook, but not inside any unit, including streets, parking lots, grassy areas, mulched areas (including the mulched areas abutting units), areas underneath the front and back decks, and walkways.
- **Exclusive Use Area:** Parts of the Common Area set aside for the exclusive use of each unit. At Indian Brook, these parts are the front and back decks and the stairs leading up to them.
- **Condominium Documents:** The Master Deed and its amendments, the Declaration of Trust, including the by-laws, and these Rules and Regulations of Indian Brook Condominium.
- **Common Charges:** Condo fees, any supplemental fees, and any other miscellaneous charges such as fines assessed to the unit.
- **Management Company:** Currently-contracted vendor that provides off-site property management to Indian Brook.

Any dollar amounts listed in this document (marked with an \*) are current as of the publication date and may change at any time.

**SECTION 1: GENERAL**

1. USE: Indian Brook is residential, and units are for residential use only. This use includes the common recreational purposes for which the property is designed.

Home offices are allowed as long as they do not generate traffic within Indian Brook, with the exception of parcel and courier delivery services. Professional offices and businesses that draw non-residents are not permitted.

2. OCCUPANCY LIMITS AND BASEMENT DWELLINGS: No more than (3) adults, or two (2) adults and (2) children, may occupy any single unit. {see Declaration of Trust Article VII Section 11c}

Town by-laws limit each unit to two bedrooms to prevent Indian Brook from exceeding the capacity of the sewage treatment plant. Basements located within buildings may not be used for dwelling purposes (bedrooms) as defined by the Hopkinton By-Laws. {see Declaration of Trust Article VII Section 11h}

3. USE OF COMMON AREAS AND ELEMENTS: All Residents share the Common Areas. The purpose of the Common Areas is to retain the land predominantly in its natural, scenic and open condition for the recreational use of the Residents. {see Declaration of Trust Article XII Section 11}

Some personal items (such as sporting equipment, bikes, toys, furniture, brooms, shovels, and gardening paraphernalia like bags of soil and empty flower pots) other than signs may be used in Common Areas but must be stored elsewhere when not in use. Such items must be put away, out of sight, and not stored in the Common Areas each day.

The Resident is responsible for policing any Common Areas used by the Resident, their occupants, or guests, in a timely manner. The Resident is responsible for cleaning up in a timely manner any Common Areas that the Resident uses. Any maintenance or clean-up costs incurred by Indian Brook due to unit activity are billed back to the Unit Owner.

4. ITEMS NOT ALLOWED IN THE COMMON AREAS: Residents must not store objects of any kind in Common Areas, except as permitted by the Trustees (see Section 1.6), and Residents must not place objects of any kind in or on any Common Element (such as lampposts, lanterns, buildings, and mailboxes). Examples of such objects that are not allowed in or on Common Areas or Elements include but are not limited to:
  - a. Furniture, except on Exclusive Use Areas
  - b. Fountains and water features
  - c. Landscape lighting, such as solar lights
  - d. Artificial flowers, plants, or plastic animals
  - e. Large items such as wagons, wine barrels, and bridges
  - f. Watercrafts such as kayaks and canoes
  - g. Trampolines

- h. Storage containers
  - i. Bird feeders (see Section 1.6 for exceptions)
  - j. Flyers
  - k. Permanent and semi-permanent structures and items such as compost bins, forts, sandboxes, playhouses, sheds, dog runs, and coops  
{see Declaration of Trust Article VII Section 14}
5. **SIGNAGE**: Business or personal signage is permitted in only these two instances:
- a. Residents are permitted to display one (1) small alarm company notice in a front window or storm door and one such notice in a back window or French or sliding glass door.
  - b. Signage for one-day events, such as open houses, is permitted on the day before and the day of the event and is to be removed in a timely manner.
- Any other signage needs approval from the Management Company. {see Declaration of Trust Article XII Section 5}
6. **ITEMS ALLOWED IN THE MULCHED COMMON AREAS ABUTTING UNITS**: Residents may place these items in the mulched Common Areas abutting the unit in which they reside but not in any other Common Area:
- a. Flowers in pots or supported by standalone trellises are allowed.
  - b. Annual (not perennial) flowers, but not vegetables or herbs, are allowed as per Section 3.4.
  - c. Up to two (2) decorative items are allowed in the adjoining mulch beds, provided that the items are discreetly placed, that the items are not more than twenty-four (24) inches in height, and that the items are neutral in coloration (for example, tan, gray, stone, or the color of the siding or shrubbery).
  - d. Up to one pole that is shaped like a shepherd's hook (curved over at the top) for holding hanging baskets is allowed, as long as the hook is in use. The pole must not be secured in any way to any building element.
  - e. Up to one pole that is shaped like a shepherd's hook (curved over at the top) for holding a maximum of two bird feeders is allowed, as long as the hook is in use. The pole and bird feeder(s) must not be secured in any way to any building element, and the bird feeder(s) must not overhang any building element (which includes decks and porches).
  - f. Outdoor hoses are allowed as per Section 3.5.
  - g. Trash cans are allowed as per Section 3.6.
- The Trustees maintain the right of removal.
7. **DECKS**: The front deck, back deck, and the deck stairs are Exclusive Use Areas. On and under Exclusive Use Areas must be kept neat and orderly and must not be used as storage areas. For example, large items, such as watercrafts, must not be stored on or under Exclusive Use Areas. Removable gates may be used on decks but must be removed when not in use. For rules and regulations pertaining to grills and other fire elements, see Section 2.5. {see Declaration of Trust Article VII Section 10}
8. **EXTERIOR OF UNITS**: Unit Owners may not make any changes or modifications to the exterior of units. {see Master Deed Section VI}

Hanging items on any building element (such as building walls, gutters, or roofs) or displaying items in the unit windows or doors is prohibited. Window air conditioners, awnings, canopies, and exterior shutters may not be installed. Wreaths are acceptable. For uniformity within the community, window treatments of any type must appear neutral from the exterior of the unit, and windows must have muntins or glazing bars.

9. ADDITIONS, ALTERATIONS, IMPROVEMENTS, AND STRUCTURAL INTEGRITY OF THE BUILDINGS: No Unit Owner shall make any structural addition, alteration, or improvement in or to the Unit without the prior written consent of the Trustees. Any construction, alteration, or remodeling work within any unit that can impact the structural integrity of any building, building component, or the building's fire rating needs the prior approval, on each occasion, of Hopkinton's building inspector. All construction needs to follow local building codes and laws. {see *Declaration of Trust Article VII Section 13 and Master Deed Section VI*}
10. MONTHLY CONDO FEES: Each Unit Owner is a member of the Indian Brook Association and has a financial obligation to the Trust for their share of the common expenses. {see *Declaration of Trust Article VII Section 2*}

Monthly fees are due on the 1st of each month. If payment is not received by the 20th of the month, a \$25\* late fee is automatically applied on the 21st of the month. Unit Owners are *not* given warnings before this occurs.

Unpaid balances are referred to an attorney for collection after sixty (60) days. The cost of such collection action is billed back to the Unit Owner. Late payments, along with any other late charges, and any fines or penalties, automatically become a lien on the property and may cause the mortgage to default. {see *Declaration of Trust Article VII Section 4 and 5*}

Supplemental assessments and fees instituted by the Trustees are treated the same way.

Unit Owners are charged a \$25\* administrative fee plus any bank charges for returned checks.

11. RENTAL OF UNITS: Unit Owners wishing to rent their unit or part of their unit must comply with the following:
- a. No more than the number of units permissible under the current Fannie Mae (FNMA) rule is permitted to be rented. The current limitation is 49% of the units.
  - b. No one Unit Owner may own an interest in more than 10% of units.
  - c. Any Unit Owner desiring to rent their unit must obtain approval from the Management Company. The Management Company promptly determines if the Federal rental limit has been reached. If the limit has not been reached, and if the Unit Owner has no outstanding Common Charges, a conditional permission to rent is granted and the Management Company provides all requisite form(s) to the Unit Owner.
  - d. If the Federal rental limit in (A) has been reached, the Management Company maintains a waiting list of Unit Owners requesting permission to rent and notifies them as openings occur.

- e. Within sixty (60) days of receiving the conditional permission to rent, the Unit Owner submits to the Management Company the following, or permission is rescinded:
  - i. A signed copy of the rental agreement that must contain the following provision: "This agreement is subject to the provisions of the Master Deed, the Declaration of Trust, including the by-laws, and all rules and regulations issued thereunder of the Indian Brook Condominium. Any failure to comply with the terms of such documents will be a default hereunder."
  - ii. The Management Company's requisite form(s).
  - iii. A Limited Power of Attorney executed by the Unit Owner.
  - iv. A check for \$25\* made payable to the Indian Brook Condominium Trust to defer the costs of processing this request and for providing a copy of the Condominium Documents to the Unit Owner for provision to the renter(s).
- f. No more than two rental agreements may be executed in any one calendar year for any single unit. The total period covered by such agreements may not exceed two (2) years.
- g. Rental agreement renewal is granted unless the Unit Owner is delinquent in payment of Common Charges, or the tenant is in violation of the tenant agreement to abide by all conditions in the Condominium Documents, or other unlawful cause identified by the Trustees. Within sixty (60) days of rental agreement renewal, the Unit Owner must submit to the Management Company a copy of the Indian Brook Rules and Regulations that is signed by any tenant who signed the rental agreement.
- h. Failure to comply with the rental rules in the Condominium Documents may result in fines charged to the unit according to the following escalating scale:
  - i. \$50\* for the first 30 days in violation
  - ii. \$250\* for the second 30 days
  - iii. \$500\* for each month thereafter
  - iv. Fines are enforceable as unpaid Common Charges, including the Trust's right to recoup attorneys' fees and costs.
- i. Occupancy limits, as outlined in Section 1.2, apply.

The Trustees are empowered to impose fines upon any Unit Owner whose tenant fails to comply with the Condominium Documents. In that event, the Trustees notify, in writing, the renting Unit Owner of the violation by the tenant. The Unit Owner has 10 days to correct the violation to avoid a fine. This same procedure is followed before the Trustees exercise their rights to seek an eviction of a tenant under the Limited Power of Attorney.

*{see Declaration of Trust Article VII Section 11e-g}*

12. **PARKING**: Residents have one (1) deeded parking space, and one (1) assigned parking space as designated by the Trustees. Residents' vehicles must fit within their designated parking space(s). Any resident requiring more than two (2) spaces should contact the Management Company to determine if an additional space is available. However, availability of an additional parking space is not guaranteed. Residents should not use

the designated visitor spaces or Indian Brook Road for overnight parking of their own vehicles.

Commercial vehicles, such as a moving truck or a truck owned by a vendor hired by a Resident, are allowed to park in deeded or assigned spaces, or on Indian Brook Road on a temporary basis. Temporary parking of a dumpster in a Resident's deeded or assigned space needs the prior approval of the Management Company. Indian Brook prohibits Residents from parking or storing disabled vehicles, heavy commercial vehicles, motorized boats, trailers, RVs, ATVs, golf carts, or snowmobiles. The Management Company reserves the right to tow any non-compliant vehicle at the Unit Owner's expense.

Cleaning, washing, or waxing a vehicle is permitted, as long as this is done in compliance with Town of Hopkinton water restrictions. No mechanical repairs or maintenance (oil change, tune-ups, etc.) of vehicles are allowed, except for emergency repairs and service (such as changing a flat tire, windshield replacement, jump starting).

13. VISITOR PARKING: Residents are responsible for seeing that neither they nor their visitors interfere with the right of other residents to the appropriate use of the parking areas. Residents should direct their visitors to their own unused deeded or assigned space, then to designated visitor parking spaces, and then to temporary parking on Indian Brook Road.
14. VANDALISM: Residents, their children, and their guests are expected to respect the community, including all Indian Brook property and the personal property of others. Vandalism in any form is not tolerated. Any violators are expected to make reparations for damage caused, may be fined by the Association, and may be prosecuted to the full extent of the law.

Residents who experience breakage, damage, destruction, defacing, or tampering with any part of their personal property are encouraged to file a police report and notify the Management Company.

15. USE OF THE SEWERS, STORM DRAINS, AND SEWAGE TREATMENT PLANT (STP):
  - a. Residents must not flush or pour down any indoor or outdoor drain grease, oils, fats, or meat scraps. Grease is the number one cause of sewer stoppages. These items clog sewer pipes in units and in the STP, which can be costly to fix, and cause the most sewage odors.
  - b. Residents must not flush anything but human waste. For example, Residents must not flush items including but not limited to diapers, wipes, facial tissue, paper towels, paper napkins, condoms, tampons, sanitary napkins, bandages, gauze, cigarette butts, matchsticks, coffee grounds, or kitty litter. Dispose of these types of items in the regular trash. Flushing these types of items causes blockages, pump failures, and necessary additional tank pumping, which can all be costly to fix.
  - c. Residents must not flush or pour down any indoor or outdoor drain strong medicines or antibiotics. Such items adversely affect the microorganisms used to treat waste in the STP. Ridding the system of these organisms can be costly.

- d. Residents must not connect a garbage disposal to the system. Garbage disposals grind waste into smaller particles, which can still cause blockages, pump failures, and necessary additional tank pumping. These remedies can be costly.
  - e. Residents should be aware of their water use around their home and try to limit water use whenever possible. Excess water usage unnecessarily taxes the STP system, which shortens its lifespan.
16. **MAINTENANCE AND REPAIR**: Each Unit Owner is obligated to maintain their own unit and keep it in good order and repair. Please refer to the Master Deed as to what parts of the unit are the responsibility of the Unit Owner. The Master Deed is available from the Management Company.

## SECTION 2: LIABILITY AND SAFETY

1. **MASTER INSURANCE**: The use or storage of any material(s) that would result in the cancellation of the Association's master insurance policy or result in an increase of the insurance rates must have the express prior written consent of the Trustees. Any other action(s) that would result in the cancellation of the Association's master insurance policy or result in an increase of the insurance rates is prohibited. Residents may request copies of the master insurance policy from the Management Company.
2. **HOMEOWNER'S AND RENTER'S INSURANCE**: Residents are advised to carry insurance for their own benefit insuring their wall coverings, fixtures (to the extent not covered by the master insurance policy), furniture, furnishings, flooring, and other personal property. This includes damage that comes from the Common Area – for example theft. Any such losses are not borne by the Trust, unless the liability was caused by the Trust's negligence. The master insurance policy is available from the Management Company. Homeowners policies may cover the master policy deductible in the event of a loss.
3. **ABUSE OF SYSTEMS**: Any damage (including but not limited to breaking, destroying, uncovering, defacing, or tampering with any structure, system, or equipment) caused by the misuse (maliciously, willfully, or negligently) of Indian Brook's mechanical, electrical, lighting, sewage, or other building service systems is billed back to the unit of the Resident, or guest of the Resident, who caused it.
4. **GENERAL SAFETY**: No resident may act in a manner or intent that puts other residents at risk or causes harm. The Trustees retain the right to ensure the safety of Residents.
5. **GRILLS AND FIRES**: The use or storage of charcoal grills is prohibited in any part of Indian Brook, including Common Areas and Exclusive Use Areas. Gas grills are permitted provided that they are kept a minimum of ten (10) feet from the building structure and that they are properly maintained. No propane bottles or tanks may be carried through units or stored in units or in Common Areas (which includes but is not limited to underneath Exclusive Use Areas).

Because of the existence of gas lines and their associated fire hazards, fire elements

(such as but not limited to gas or wood fire pits, chimineas, and tiki torches) are prohibited in any part of Indian Brook, including Common Areas and Exclusive Use Areas. The Trustees retain the right to ensure the safety of Residents.

6. **FIREWOOD**: Small amounts of neatly stacked firewood for intended use in indoor wood fireplaces may be discreetly stored in a Common Area. The placement of the wood must allow for easy passage, be elevated, not crush any plantings, and be at least five (5) feet from any building element, including Exclusive Use Areas, to discourage pests. The Trustees maintain the right of removal.
7. **WEAPONS**: The use of weapons (such as but not limited to guns, BBguns, paintball guns, bow and arrows, and slingshots) are prohibited in any part of Indian Brook, including Common Areas, Exclusive Use Areas, and wooded areas of Indian Brook property. The Trustees retain the right to ensure the safety of Residents.
8. **HAZARDOUS MATERIALS**: No Resident may bring into, or keep in their unit, or any part of Indian Brook, any gasoline, kerosene, or other hazardous, flammable, combustible, or explosive fluid, material, chemical, or substance. Exceptions include lighter fluid, cleaning agents, and other materials that are incidental to residential use, personal oxygen tanks, and propane tanks for grills.
9. **ACCESS TO UNITS**: The Management Company has the right of access to each unit for emergency repairs. If the Management Company must make a forced entry for an emergency repair, the Unit Owner is responsible for any damages caused by the entry.

Each Resident should make the Management Company aware of emergency contacts who have a key to their unit for use in emergencies. The Resident accepts the risk and sole liability for any distribution of keys undertaken. There are no cases where the Trustees or the Management Company need to be entrusted with a Resident's keys.

Residents of the units that have the water shut-off valve for the entire building are encouraged to let the Management Company know who has a key to their unit (see below).

1, 5, 12, 16 Birchwood	1, 5, 9, 16 Doyle
1, 5, 12, 16 Leman	3, 6, 10, 14 Lilac
4, 5, 12 Rosewood	4, 8, 9, 13, 17 Turnbridge
4, 8, 9, 13 Weybridge	

*{see Declaration of Trust Article VII Section 15}*

10. **SNOW REMOVAL**: Residents must cooperate with the snow-removal contractor by moving their vehicles when requested to do so and following all snow-removal processes set forth by the snow-removal contractor and the Trustees. {for more details, see Article XII, Section 9 in the DoT}

Residents are responsible for ensuring that all means of exiting/entering their home, including Exclusive Use Areas and walkways, are free and clear of snow, ice, and any

other accumulation. The Unit Owner is responsible for making all repairs to Exclusive Use Areas caused or permitted by negligence, misuse, or neglect. {see *Declaration of Trust Article VII Section 10*}

11. **MISC. LIABILITY**: The use of the Common Areas, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners used and kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Grantor, nor their respective agents, servants, employees, successors, or assigns, shall bear any responsibility therefor.

### **SECTION 3: LIVABILITY**

1. **OFFENSIVE ACTIVITY**: No Resident or visitor may interfere with the rights, peaceful enjoyment, or convenience of another Resident. Noxious or offensive activities causing annoyance or becoming a nuisance to other Residents are not permitted. {see *Declaration of Trust Article VII Section 11b*}
2. **NOISE LEVELS**: Residents are responsible for ensuring that their entertainment and activities do not interfere with their neighbors' enjoyment of their own environment. The volume of televisions, radios, stereo equipment, musical instruments, and the like must be kept at a sound level that does not disturb or annoy other Residents. Home repairs must occur only between the hours of 7 AM to 8 PM. Because life in a condo community comes with shared walls, Residents should be considerate at all times and be tolerant of temporary inconveniences. Events hosted by Residents must follow these guidelines.
3. **HOUSEHOLD PETS**: Any Resident desiring to bring a dog or cat into the community must register the pet with the Management Company.
  - a. No single unit may have more than two (2) dogs or cats total, but the Management Company can exempt any required animal, such as a seeing-eye dog, upon request.
  - b. The keeping of birds, fish, hamsters, and/or gerbils is at the discretion of the Resident as long as these pets are properly caged, or in aquariums. Such pets do not have to be registered.
  - c. Neither reptiles nor "exotic" animals are allowed in the community. If the Trustees approve the keeping of pets other than those species listed, the Trustees may require such pets to be registered, leashed if in the Common Areas, and to count against the pet limit in part (A).
  - d. Deliberate breeding of registered pets is not permitted. Unexpected litters are subject to these rules after 45 days.
  - e. No dog is allowed in the Common Areas unless it is on a leash held by the Resident or other responsible individual {*Hopkinton town by-law*}. All pets in the Common Areas must be under the control of the owner at all times. Pet leashes must not be greater than ten (10) feet in length.
  - f. Pet leads are prohibited. No pet may be tied by any means to any part of the

- Common Areas, Exclusive Use Areas, buildings, units, or vehicles. In Common Areas or Exclusive Use Areas, no pet may be left unattended at any time.
- g. Residents are responsible for picking up and disposing of any pet's waste. No waste is to be placed in the storm drains on the property, or in any Common Area.
  - h. Residents are responsible for any damage caused by their pet. Each owner will hold the Trustees and each of the other Residents harmless against loss, liability, damage or expense for any actions of their pet(s) within Indian Brook.
  - i. The repair of any damage caused by a pet is the responsibility of the owner of the unit in which the pet lives or is visiting. The Trustees will repair, to their satisfaction, any such damage not repaired by the Resident, and the unit will be assessed the cost of such repair.
  - j. The Trustees may, at their discretion, request the permanent removal from the community of any pet that injures someone, or repeatedly causes or creates a nuisance, unreasonable disturbance, odors, or excessive noise.
  - k. If the Town of Hopkinton requires an annual registration for any pet, then a copy of that registration must be forwarded to the Management Company.
  - l. Residents are responsible for ensuring that guest animals adhere to the same rules.
4. LANDSCAPING: Residents may plant annual (not perennial) flowers in the ground only in mulched areas abutting their units. Removing or planting trees, shrubs, and perennials requires prior written approval of the Landscape Committee or Trustees. All approved Resident plantings that are not annual flowers become the property of the Association, because the Association must maintain these plantings. Residents may not trim or remove trees, shrubs, or plants or alter existing beds. Any Resident with a request or concern with the landscaping should contact the Management Company. Indian Brook regularly sprays Common Areas (which include grass and mulched areas) with pesticides and herbicides. The planting and growing of vegetables and herbs in the ground or Common Areas is not permitted.
5. OUTDOOR HOSES: When not in use, outdoor hoses must be stored neatly, out of sight as much as possible, and either on the front deck of the unit or in the Common Area as close as possible to the front deck of the unit. Hose storage must not be attached to building walls. The Trustees maintain the right to determine the ideal placement of hose storage for each unit.
6. TRASH: A private contractor collects trash at Indian Brook once a week. Any trash intended for disposal should be placed on the asphalt at the end of walkways, and not on the grass. Trash should be put out after 7 PM the night before pick up, and trash cans must be put away by 11 PM on the day of pick up. Trash cans must be neutral in color with lids that close securely. Lids are required to keep trash from blowing out of the trash can and to keep any animals from getting in the trash can. Any trash not in a trash can must be bagged or wrapped securely for the same reasons. When not awaiting pickup, trash cans must be stored neatly, upright, out of sight as much as possible, and either on the unit's front deck or in the Common Area as close as possible to the unit's front deck. The Trustees maintain the right to determine the ideal placement of trash cans for each unit.

7. ITEMS NOT ALLOWED IN THE TRASH: Indian Brook's current contract with the trash company prohibits placing any non-latex paint, engine oil, antifreeze, or other toxic, lead-, or mercury-based substances in the trash. The contract specifically prohibits "any radioactive, volatile, corrosive, acidic, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or other hazardous material." Large items, such as furniture or appliances, are not part of the contract. Residents should arrange for removal of these items at their own expense.
8. RECYCLING: Recyclables may be brought to the Hopkinton Recycling Center.
9. LITTERING: Littering in any Common Area or Exclusive Use Area is not permitted. No paper, cans, bottles, cigarette butts, or other trash should be dropped or left in these areas. These types of items must be disposed of in proper receptacles.
10. SATELLITE DISHES: Up to one (1) satellite dish that does not exceed twenty-six (26) inches in any dimension is permitted per unit, but Residents must get site approval from the Trustees prior to installation. Site location must not impact the Resident's neighbors' enjoyment of the community. Residents must contact the Management Company for satellite dish installation requests.
11. FLAGS: Federal law protects flying of the American flag. Indian Brook allows a single national flag to be flown. Flags and banners other than national flags are prohibited. Only one (1) flag per unit is permitted. Flags may be no larger than 3 foot by 5 foot, and may only be mounted from the deck structure. The pole may not exceed four (4) feet in length, and may not extend over the eaves. Residents can work with the Management Company if they need to find a suitable site for mounting.
12. LAUNDRY: Residents may not hang or display laundry outside of their unit, in any Exclusive Use Area, or in any Common Area. Examples include beach towels, clothes, sheets, rugs, and drapes.
13. MOVING: Moving into or out of a unit must occur between only the hours of 7 AM and 8 PM.

#### **SECTION 4: ENFORCEMENT**

1. VIOLATIONS, WARNINGS, AND FINE STRUCTURES: The Trustees shall have the power to levy fines against Unit Owners for violations of rules and regulations established by it to govern the conduct of the Unit Owners. The Trustees shall give notice to any Unit 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 Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. {see Declaration of Trust Article III Section 2k}

Unit Owners are jointly and severally liable with their tenants and guests for the payment of fines levied.

In the event the Condominium institutes legal action for the collection of any fines or their enforcement, the Defendant is responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

## SECTION 5: SUMMARY

1. MISCELLANEOUS:
  - a. Each Resident assumes responsibility for their own safety and that of their guests.
  - b. The Trustees reserve the right to assess a reasonable penalty fee to any Unit Owner for an infraction of any of the foregoing rules and regulations.
  - c. In the event the Trustees commence a legal action, at law or in equity, to enjoin a Resident from the breach of these regulations and/or force compliance with one or more of these Rules and Regulations, the Residents or Resident against whom any such action is against shall be responsible for all legal fees and costs of such suit, including attorney's fees, expended and/or accrued by the Trustees.
2. ADDITIONS, AMENDMENTS, AND REPEALS: Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These rules and regs may be amended from time to time as provided in the Declaration of Trust. The Trustees have the obligation to periodically review these Rules and Regulations. The Trustees' intention is to be thoughtful and fair when deliberating issues that may require additions, amendments, or repeals. Residents who wish to amend or appeal any of the Rules and Regulations should see the Declaration of Trust and contact the Management Company for the appeals process. {see Declaration of Trust Article VII Section 16}
3. DELEGATION OF POWERS: The Trustees have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.
4. COMMUNITY VOLUNTEERS: Committees may be called upon to make financial decisions on behalf of the community, accordingly committee chairs must have an ownership interest in Indian Brook. Similarly, Trustees must also have an ownership interest.
5. SEVERABILITY: In the event that the Rules and Regulations or any portion thereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of any other Rule or Regulation or any portion of any Rule or Regulation which has not been held to be invalid, illegal, or unenforceable.