

RULES AND REGULATIONS

OF

**LAKEWAY COMMONS
CONDOMINIUM TRUST**

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All Unit Owners and their families, tenants, guests, invitees and licensees shall abide by the Rules and Regulations of the Lakeway Commons Condominium Trust. The original Rules and Regulations incorporated into the Lakeway Commons Condominium Trust are as follows:

1. No part of the Condominium shall be used for any purposes except those set forth in the Master Deed.
2. There shall be no obstruction of the Common Area and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Trustees, except as expressly provided herein or in the Trust. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit and any Common Area or Facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Trust and Master Deed.
3. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the Condominium, or contents thereof, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his/her Unit, or in the Common Areas and Facilities which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.
4. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of any building or Unit, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon

the exterior walls or doors, roof or any part hereof, or exposed on or at any window without the prior written consent of the Trustees.

5. Unit Owners may keep not more than a total of two (2) dogs, cats or other household pets in their Unit, and such household pets may be permitted in the Common Areas and Facilities, subject to the following rules and regulations:

(a) Such pets shall not be kept, bred or maintained for any commercial purposes

(b) Household pets not be permitted on any grass or garden plot, or in any other portion of the Common Areas and Facilities unless leashed;

(c) All waste generated by such household pets in or on any portion of the Common Areas and Facilities or in any Unit (other than the Unit of the owners of such pet) shall be immediately removed and properly disposed of by the Owner of such household pet;

(d) Each Unit Owner keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Areas and Facilities, is offensive or causes or creates any nuisance or unreasonable disturbance or noise shall be:

i. Fined in an amount determined by the Trustees and/or assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or

ii. Required by the Trustees at their sole discretion to permanently remove such pet from the Unit upon three (3) days' written notice from the Trust.

6. No Unit Owners shall engage in or permit any noxious or offensive activities, or make or permit any noises by his/her family, servants, employees, agents, visitors, lessees,

licensees, or household pets, nor do they permit anything to be done by which such persons or pets, either willfully or negligently:

- (a) Become an annoyance or nuisance to occupants of other Units;
- (b) Interfere with the rights, comforts or conveniences of occupants of other Units;
- (c) Cause damage to any other Unit or to the Common Areas and Facilities
- (d) Remove any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities

7. Total volume of television sets, radios, phonographs and musical instruments shall at all times be kept at a reasonably low sound level to avoid bothering occupants of other Units.

8. No clothes, sheets, blankets, laundry, rugs or any other articles shall be hung out of windows or doors of a Unit or exposed on or in any part of the Common Areas and Facilities. No window air conditioning units shall be permitted in any windows, doors or other exposed openings. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.

9. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities, except upon the written consent of the Trust.

10. No part of the Common Areas and Facilities shall be decorated or furnished by any Unit Owner in any manner without the written consent of the Trust. Notwithstanding the foregoing, holiday decorations may be displayed in the windows and doors of a Unit and within Limited Common Areas appurtenant to the Unit for three (3) weeks before and two (2) weeks after a holiday. The method of attaching the decorations shall not puncture or otherwise damage the vinyl siding.

11. Each Unit Owner shall keep his/her Unit and any Common Areas or Facilities, the exclusive use of which is provided to said Unit, in a good state of preservation and

cleanliness.

12. All radio, television or other electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and any other public authorities having jurisdiction and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

13. No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any Unit without the written consent of the Trust.

14. Any maintenance, repair, replacement of Common Areas and Facilities shall be done only by contractors and workman approved by the Trustees.

15. No Unit Owner or occupant or any of his/her agents, servants, employees, licensees, lessees or visitors shall at any time bring into or keep in his/her Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.

16. No boats, boat trailers, other trailers, mobile homes, motorcycles, or trucks, vans or other vehicles used for commercial purposes shall be permitted without the prior written consent of the Trust. No vehicle which cannot operate on its own power shall be permitted on the property. Storage of any kind is not permitted in the outdoor parking areas or any other Common Area, except such areas as may be specifically designated for such purposes by the Trustees.

17. Each Unit Owner assumes responsibility for his/her own safety, action, and conduct, and that of his/her family, guests, agents, servants, employees, licensees, lessees and household pets.

18. Any outdoor cooking device shall be kept and used so as not to be visible from the street.

All such devices shall be used without allowing smoke, dust, or offensive fumes and

odors to blow or drift into another Unit.

19. The Trustees, or their designated agent, may retain a pass key to each Unit. No Unit Owner shall alter an existing lock or install a new lock or access code on any exterior door of a Unit without providing the Trust or its designated agent with the key or access code.

20. All personal property of any Unit Owner, whether within a Unit or in the Common Areas and Facilities, the exclusive use of which is appurtenant to the Unit, shall be kept there at the sole risk, responsibility and expense of such Unit Owner.

21. Any consent or approval given by the Trust under these Rules and Regulations may be added to, amended, or rescinded at any time by the Trust.

22. The Trustees and/or their agents and employees shall be authorized to enter any Unit at any reasonable hour, after reasonable notice is given to the Unit Owner, for any purpose permitted pursuant to the Declaration of Trust, including by not limited to, carrying out its obligations for maintenance and repair of the Common Areas and Facilities.

23. ANTENNA RESTRICTIONS

A. Definitions:

1. Reception Antenna means an antenna, satellite dish, or other Structure used to receive video programming services intended for reception in the viewing area.

Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guide wires, conduits, wiring, fasteners, bolts or other accessories for the reception antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video

programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device or equipment that is similar in size, weight and appearance to Reception Antennas.

2. Transmission antennas mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than Reception Antennas.

B. No Unit Owner of tenant shall install a Reception Antenna without the written consent of the Trustees. Such consent shall not be withheld provided the proposed installation complies with the terms of the Declaration of Trust, the Master Deed and the Rules and Regulations.

1. No Reception Antenna shall be installed by a Unit Owner or tenant on any portion of the Common Areas and Facilities unless the area is a Limited Common Area used exclusively by such Unit Owner.

2. No Reception Antenna shall be installed which encroaches on the air space of or interferes with the view from another Unit or Limited Common Area or onto other Common Areas and Facilities.

3. No Reception Antenna shall be installed by a tenant without written permission from their landlord, a copy of which must be delivered to the Trustees prior to installation.

4. Transmission Antennas are prohibited.

C. If a Reception Antenna is installed in a Limited Common Area, such installation shall be subject to the following:

1. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no Circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in

diameter.

2. Due to safety concerns relating to wind loads and the risk of falling structures, satellite dishes, masts, supports and other structures more than eight (8') feet from the ground level of the building must receive the prior written approval of the Board. The Unit Owner must submit an application including detailed drawings of the structure and methods of anchorage.

3. Reception Antennas must be placed in areas that are shielded from view from the portion of the Common Areas and Facilities in front of the Unit and from other Units to the greatest extent possible; provided that nothing in this rule shall require a Reception Antenna to be placed where it cannot obtain reception of an acceptable quality signal.

4. Unit Owners must first attempt to install the Reception Antennas within their units. If an acceptable signal cannot be received by a Reception Antenna within the Unit, the Unit Owner must attempt to install the Reception Antenna on the deck of the Unit. All wiring connections must be made through the glass of the nearest window or sliding glass door of the Unit Owner and may not penetrate the exterior siding or other Common Areas or Facilities.

5. If an acceptable signal is not able to be received in either of these two areas, the Unit Owner must provide the Trustees with written certification signal under the pains and penalties of perjury by a qualified antenna installer that an acceptable quality signal cannot be received from within the unit or on the deck of the unit. A plan describing in detail the proposed method and location of installation within or upon the Common Areas and Facilities shall also be submitted for approval by the Trustees, which approvals shall not be unreasonably withheld. Such plan shall

provide for installation of the Reception Antenna in the portion of the Common Area closets to the Unit and in a location which is the most shielded from view from other Units and the portion of the Common Areas and Facilities in front of the Unit. In no event may Reception Antennas be installed on the roof or any portion of the condominium nor in the Limited Common Area of any other Unit.

6. Reception Antennas and similar structures shall not be placed in areas where they block fire exists, walkways, ingress or egress from any area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium.

7. Reception Antennas and similar structures shall not be placed within two (2') feet of electric power lines and in no event shall they be placed within an area where they can be reached by the play in the electric power lines.

8. If Reception Antennas are allowed to be placed on the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install screens or plants to shield the Reception Antenna from view.

9. Any Unit Owner installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the Common Areas and Facilities or the Units, void any warranties of the Association or other owners, or impair the water tight integrity of the building.

10. The Unit Owner who owns or uses the Reception Antenna shall be responsible for all costs associated with their Reception Antenna including, but not limited to (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damage to the common elements, the Unit, other Units, and other property caused by the installation, existence, or use of Reception Antenna and (c) medical expense

incurred by persons injured by installation, existence, or use of the Reception Antenna. Evidence of insurance of the installer in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional insured.

11. All Reception Antennas shall be securely attached to the building or ground. Guide wires securing the device to the building or ground will be permitted if necessary to create a secure attachment.

12. Unit Owners shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

13. No Unit owner may install more than one (1) Reception Antenna or satellite dish.

D. In the event of a violation of the Reception Antenna restrictions, the Association may bring an action for injunctive relief with the Federal Communications Commission or any court having jurisdiction over the matter. A violation of these restrictions shall be deemed to constitute irreparable harm, entitling the Association to injunctive relief.

The Association shall also be entitled to reimbursement of reasonable attorney's fees and costs in the enforcement of the Reception Antenna restrictions.

E. All works must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications prior to commencing the installation.

F. The Unit Owner is responsible for the removal of the Reception Antenna and all costs associated with the removal and reinstallation if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.

G. No installation shall jeopardize the soundness or safety of the Common Areas and Facilities.

H. If any of these provisions are rules to be invalid, the remainder of these rules shall remain in full force and effect.

24. A Unit Owner shall be entitled to have a handicapped access ramp installed connecting the front door of the Unit to the Common Areas and Facilities. An application documenting the medical necessity of the ramp shall be submitted to the Trustees. Upon receipt of such application, the Trustees shall promptly cause a ramp, complying with the building code of the Town of Shrewsbury and any other applicable state, local or federal laws of regulation, to be designed. The Trustees shall obtain bids for the construction of the ramp. The Trustees shall enter into a contract for construction with the contractor who, in their sole discretion, they deem best suited to do the construction, taking into consideration all circumstances, including, but not limited to price, availability to perform the contract, and reputation. Evidence of insurance of the contractor in satisfactory kinds and amounts shall be provided to the Trustees prior to the commencement of work, naming the Trust as an additional insured. Upon receipt from the Unit Owner of payment in full of the contract amount, the Trustees shall have the ramp installed. The Unit Owner shall pay the Trust the full amount of any change orders or extras approved by the Trustees upon the Unit Owners receipt of the bill for such charges. The ramp shall be considered to be an additional Limited Common Area and shall be maintained by the Trust. At such time as the ramp is no longer medically necessary, it shall be removed at the sole cost and expense of the Unit Owner. Any amounts unpaid under this paragraph shall be treated as unpaid Common Expense

25. No repairing of automobiles shall take place within the neighborhood, nor shall driveways be used for any purpose other than to park motor vehicles, bicycles, excluding specifically buses, boats, carrying trailers and any kind of for any purposes, campers, motor homes, trucks, motorcycles, and commercial vehicles except personal non-

commercial pickup trucks. No unregistered automobiles or any other vehicle type including boats may be stored or parked on any Lot. No automobile shall be parked in such a manner as to impede or prevent ready access to another owner's driveway, or parking area. Overnight parking of cars on the street is not permitted.

26. No sign of any kind shall be displayed in public view on any Lot or in or on any building, structure or vehicle, except for one (1) professional sign not more than one (1) square foot or one (1) sign of not more than five (5) square feet advertising the property for sale or rent. Excepted from this restriction is the ability of the Developer to advertise the property for sale during the construction and sales period.

27. These Rules and Regulations may be amended from time to time by the Lakeway Commons Condominium Trust Board of Trustees.