

# **BROOKSMONT CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

These Rules and Regulations are adopted for the benefit of owners of Units at the Brooksmont Condominium (the “Condominium”). All residents and guests of Units are expected to abide by these rules which are meant to supplement the provisions of the Master Deed and Condominium Trust for the Condominium. These Rules and Regulations are intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere with, restrict, or burden the use of property.

For the purposes of these Rules and Regulations, the following terms shall be used:

- “Unit” is a unit or residence at Brooksmont.
- “Unit Owner” is a unit’s Deeded Owner.
- “Trustee” is an elected member of the Brooksmont Condominium Association Board of Trustees who has been elected or temporarily appointed to the role.
- “Unit Resident” applies to unit owner, family members, guests or tenants living in the unit.

**1. GENERAL:** Nothing shall be done or kept in any Unit, Limited Common Area or Common Area, as defined in the Condominium Trust Documents, which will increase the rate of insurance of the Condominium. No Unit Owner shall permit anything to be done or kept which will result in the cancellation of insurance on the Condominium, or any actions which would be in violation of any law. No waste shall be committed in the Limited Common Areas or Common Areas. No use shall be made of the Common Elements other than the uses permitted in the Master Deed, the Trust or by the Trustees.

Unit Owners, occupants and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such a way as to be injurious to the reputation of the Condominium.

The Common Areas shall not be obstructed, littered, defaced or misused in any manner.

Every Unit Owner shall be liable for all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct the Unit Owner is legally responsible.

**2. ADDITIONS TO EXTERIOR OF THE BUILDING:** Changes or fixtures affecting the appearance of the exterior of any building, such as, without limitation, skylights, chimneys, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, satellite dishes, fans, vents, screens and enclosures, flags, statues, urns, animal facsimiles, fences, landscaping (including that done by the Association’s Landscaping Contractor under contract by the Unit Owner or Unit Resident), patios or flower gardens, or the like shall be made only with the written consent of the Trustees.

No part of the common areas and facilities of the Condominium shall be decorated or furnished by a Unit Owner or Tenant in any manner, nor shall the exterior of any surfaces of the windows, walls or doors opening out of a Unit be painted or otherwise decorated in any manner, except with the prior written approval of the Trustees and in accordance with the provisions of the condominium documents.

Each Unit Owner shall keep their Unit in a good state of preservation and cleanliness.

**3. NOISE:** Owners, unit occupants and guests will be expected to reduce noise levels between 8:00 p.m. and 8:00 a.m. so that neighbors are not disturbed. At no time are musical instruments, radios or television to be so loud as to become a nuisance.

**4. OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS:** Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside the Unit, except for appropriate seasonal use furniture, which when used outside, shall be maintained and located on a patio or deck only.

**5. BIRD FEEDERS:** Bird feeders must be removed by May 1st and may be returned Dec 1st. Research has shown that rodents are attracted when birdfeeders are on the property during warm weather.

**6. OUTDOOR GRILL:** The Unit Owner/Unit Resident must comply with all Federal, State and Local laws, regulations and ordinances relating to same. Charcoal grills, fire pits, or smokers are not permitted in any Unit or Common Area or Limited Common Area of the Condominium.

527 CMR 1.00, the Massachusetts Comprehensive Fire Safety Code, states: gas grills can only be used on open first-floor porches, decks or patios provided there is an exterior stairway to the ground, or the porch is at ground level. Grills must be placed ten (10) feet from any structure. They cannot be used on a porch, balcony, or deck with a roof, overhang or wall (other than the building exterior wall); or under any deck.

A Unit owner may possess two (2) propane tanks. Propane tanks, either empty, partially filled or full, shall not be stored in, or transported through the Unit, or stored in the garage or under decks. Propane tanks, not attached to a grill, must be stored in an upright position outdoors in a shaded area. They must be at least ten (10) feet from building openings such as doors, windows and exhaust vents; and twenty (20) feet from air intake vents and ignition sources.

**7. APPEARANCE:** All window treatments shall be white as seen from the exterior of the building (i.e. curtains with a white liner or blinds that are white on the exterior side). No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a Unit or on a patio or deck or exposed on any part of the Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials. No rugs or mops shall be hung from or on any of the windows or doors.

**8. STORAGE:** There shall be no storing or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, or other items in any part of the Common or Limited Common areas.

**9. FLAMMABLES STORAGE:** No Unit Owner or Unit Resident or any of their agents shall at any time bring into or keep in their Unit or the Common Areas any flammable, combustible or explosive fluid, material, chemical, or substance, except Propane as allowed above. Lighting and cleaning fluids as are customary for residential use may be kept in Units, but shall not be in violation of any regulation of the local Fire Department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is declared by any public authority in the future.

**10. IMPROVEMENTS TO COMMON AREAS AND FACILITIES:** Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Trustees, or in such cases as written permission of the Trustees has been obtained. Plantings in a Unit's flower bed(s) requires Approval of an Architectural Modification Request even if the Unit Owner hires the Community-hired Landscaper. Planting of fruits or vegetables is absolutely prohibited in or on any Common, or Limited Common Areas, except in the Community Garden.

**11. IMPROPER USE OF COMMON AREAS AND FACILITIES:** There shall be no use of the Limited Common Areas or Common Areas and Facilities which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the owners in the enjoyment of the Condominium.

Only authorized persons under contract to the Trust shall be allowed on the roof of the condominium buildings.

Planned events that will have equipment on Common Areas greater than 24 hours must provide written notice to the Board of Trustees with the following information:

- Unit owner name
- Unit owner address
- List of equipment, such as tents, tables, chairs, etc.
- Dates of event, including dates when equipment will be delivered and removed
- Number of days planned, not to exceed 5 days. Any equipment on site for more than 5 days requires approval from the Board of Trustees in advance of the event.

Following any organized activities within the community, the participants must ensure that the property is restored to the original condition. Any costs incurred by failure to restore the property will be passed on to the Unit Owner. In addition, fines may be imposed by the Trustees.

Local Fire Department or fire laws, ordinances, rules or regulations must always be adhered to at all times.

**12. HOUSEHOLD PETS:** Each unit may have up to two non-roaming animals, cats or dogs, but no such pets shall be permitted in any part of the Condominium (other than within the Unit of the

owner thereof) unless carried or on a leash. Upon petition by any Unit Owner, the Trustees shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only Unit Owners may petition the Trustees for a variance of this restriction. There shall be no breeding of any animals in any Unit. Any pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon three (3) days written notice from the Trustees. All dogs, cats, and other pets must be leashed when outside a Unit and shall not be permitted to run loose. Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas. No cages or "runs" shall be constructed on the Common Areas.

- a. Maximum size for pet dogs allowed is 30 pounds unless otherwise approved by the Trustees.
- b. Any Unit Owner or occupant desiring to bring a pet into the community must register the pet with the Managing Agent. Such registration shall include a copy of Exhibit A signed by the Unit Owner or occupant and a Trustee. A copy of the registration shall be placed in the minutes of the Trustees meeting following the signing.
- c. No dog shall be allowed in or on the Common Areas or Limited Common Areas unless it is on a leash or held by the Unit Owner, occupant or other responsible individual.
- d. No pet shall be tied to any Common Area or Limited Common Area at any time.
- e. Defecation by any pet on any Common Area or Limited Common Area shall be immediately properly disposed of by the Pet Owner or the Unit Owner for whom the pet is a guest.
- f. No pet shall be allowed to defecate or urinate within fifteen (15) feet of the side or thirty (30) feet of the front or rear of any building other than the pet-owner's unit.
- g. The repair of any damage caused by a pet, including but not limited to staining of grass and shrubs, shall be the responsibility of the Owner of the Unit in which the pet lives. The Trustees are authorized, at their sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, and the Owner of the Unit in which the pet lives shall be assessed the cost of such repair.
- h. Any repeated disturbance caused by a pet shall be cause for the pet's removal from the premises, by vote of the Trustees. Any costs associated with such removal shall be borne by such pet's Unit Owner.
- i. All dogs shall be properly licensed and shall have rabies and distemper vaccinations annually, proof of which shall be provided to the Managing Agent.

j. Each Unit Owner shall hold the Trustees and each of the other Unit Owners and their respective agents and employees harmless against loss, liability, damage or expense for any actions of their pet(s) within the Condominium.

**13. DRIVEWAYS AND PARKING AREAS:** Unit Owners and Unit Residents shall be responsible to see that neither they nor their agents interfere with the right of other Unit Owners and Unit Residents to the appropriate use of driveways and parking areas. Changing a flat tire, or cleaning, washing and/or waxing a vehicle is permitted in Unit driveways. Use of parking spaces and/or driveways for purposes other than parking (e.g. storage of furniture, automotive repair, maintenance, furniture refinishing, etc.) is prohibited.

**14. VEHICLES:** All Unit Owners, and Unit Tenants, if applicable, are required to register each of their vehicles and any changes with the Managing Agent, using Exhibit B.

Only cars and light trucks registered with the Managing Agent are permitted to park overnight in the driveway areas. Overnight parking of vehicles owned by a Unit Owner or Unit Resident in areas designated as "Guest Parking," as approved by the Holliston Planning Board as part of the Brooksmont Development approval process (between 68 and 92 Brooksmont Drive and between 104 and 120 Brooksmont Drive) is prohibited.

Cars or light trucks that are driven by guest(s) of a Unit Owner must be registered with the Managing Agent if they are parked in guest parking areas overnight for three (3) consecutive nights; otherwise, for two (2) nights or less, a sign shall be placed on the dashboard, visible and readable from the outside, indicating the date initially parked; the make, model, and color of the vehicle; and the vehicle license plate number and State. For purposes of this paragraph, a vehicle parked after 11:59 am after the second night is parked for three (3) consecutive nights.

Recreational vehicles (e.g. campers, boats, motor units, ATV, etc.) or commercial vehicles are not allowed to park overnight except with the express written authorization of the Trustees. When such permission is granted, the permitted vehicle must be parked in the garage, driveway, or guest parking area and shall not be used as living quarters. All vehicles within the confines of the Condominium must be in operable condition, have current license plate(s) and inspection sticker (as required by the State the vehicle is registered in), and must be insured at least to the minimum amounts required by the State the vehicle is registered in. Any vehicle not in conformance with these regulations may be moved or removed by the Trustees/Managing Agent, without notice and at the expense of the owner.

Under no circumstances are vehicles permitted on other than designated paved area of the Condominium without the express written authorization of the Trustees or their Designated Agent. No vehicle shall be parked so as to block access to any roadway or parking area. Parking must not inhibit the passage of other vehicles including emergency vehicles. No overnight parking on the roadway is allowed. Any person parking a vehicle illegally shall be subject to their vehicle being towed and/or the imposition of a fine by the Trustees.

In the event a vehicle is towed, all costs associated with the removal of the Vehicle shall be paid for by the owner of the Vehicle. Association shall not be held responsible for any damage to the vehicle.

**15. SNOW REMOVAL:** During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their car from the parking area until the snow plowing is complete. The Trustees are authorized to impose a per occurrence fine for failure to do so.

**16. SIGNS:** Unit Owners may not display “For Sale” or “For Rent” signs in windows of or otherwise on the exterior of their Units nor may the Owners of Units place window displays or advertising in windows of such Units or on the Common Areas, except as required by any government authorities such as current building permits. “Open House” signs may be placed at the entrance to the Condominium complex, in front of the unit for sale, and at the intersection of Brooksmont Drive and a side road, including Brooksmont Drive, Peach and Cherry, to provide direction to the Unit. “Open House” signs may be in place no more than 2 hours before the beginning of and no more than an hour after the Open House.

**17. ABUSE OF MECHANICAL SYSTEMS:** The Trustees may charge Unit Owners for misuse of those systems resulting in damage to the mechanical, sewer, water, irrigation, electrical or other building service system of the Condominium caused by Unit Owner or Unit Resident.

**18. CAMPER, TRAILER, BOAT, ETC., AND STORAGE:** No trucks or similar heavy duty vehicles, containers, snowmobiles, boats, utility trailers, boat trailers and camping trailers will be allowed within common or limited common areas of the Condominium unless appropriate, temporary or permanent storage arrangements have been approved in writing by the Trustees. This prohibition includes the overnight storage of such vehicles and equipment. When permission is granted, the vehicle shall not be used as living quarters. Noted vehicles may be stored in a unit’s garage if not visible from the street.

**19. OFFENSIVE ACTIVITIES:** No Unit Owner may use or maintain their Unit or the Common Areas for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive.

No Unit Owner or Unit Resident shall engage in or permit offensive activities or any offensive noises by themselves, their family, agents, visitors, lessees, nor do themselves or permit anything to be done by such persons either willfully or negligently that:

- a. May be or becomes an annoyance or nuisance to the other Unit Owners or occupants.
- b. Will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants.

- c. May or does cause damage to any other Unit or to the common areas and facilities.
- d. Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities of the Condominium.

Any Unit Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the elimination of such damage or replacement of the item removed. The Trustees may assess these costs to the Unit Owner.

**20. MOVING:** Moving Companies or other furniture movers, including Unit Owner and/or Unit occupants shall neither move into Units or out of Units before 8:00 a.m. or after 8:00 p.m.

**21. LITTERING:** There will be no littering. Paper, cans, bottles, cigarette butts, and other trash must be deposited only in trash containers. Under no circumstances are such items to be dropped or left on the Common Areas.

**22. TRASH DISPOSAL / RECYCLING:** All garbage and trash must be bagged and placed into appropriate trash bins. No trash shall be placed in Common or Limited Common Areas. Recyclable Items, as identified by the recycling service, shall be placed in a recycling bin. It shall be the Unit Owner's or occupant's responsibility to dispose of any trash articles too large to fit into the trash bin which prohibits disposal by normal residential trash pickup.

**23. STRUCTURAL INTEGRITY OF THE BUILDINGS:** Nothing shall be done in any Common Areas or Facilities which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said areas which would structurally change any building, without the prior written permission on each occasion by the Trustees. Any structural modification to the building requires a Town Permit and Architectural Modification Requisitions.

**24. DAMAGE:** Any damage to any Building, Common Area or Limited Common Area caused by a Unit Owner or Unit Resident, or their agents or workers, shall be the responsibility of the Unit Owner.

**25. SAFETY:** Each Unit Owner assumes responsibility for their own safety and that of their family, guests and lessees.

**26. PLUMBING:** Each Unit Owner shall keep their Unit in a good state of preservation and cleanliness. Plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed. Any damage to the Common Areas as a result of failure to follow these guidelines shall be paid for by the Unit Owner responsible for such damage. Each Unit is serviced by a common septic system serving the entire condominium ("common septic system"). Each Unit Owner must abide by the Brooksmont Condominium Association Rules & Regulations Governing Wastewater Discharges to the Common Septic System, attached hereto as Exhibit C, which identifies prohibited items that cannot be disposed of in the common septic system. Any Unit Owner who does not comply with these rules and regulations shall be held liable for any

damage caused to the common septic system and a fine of \$1,200 (One Thousand and Two Hundred) dollars will be levied.

**27. GUESTS:** Unit Owners will be held responsible for the actions of their Unit Residents. If any guest creates a nuisance to other Owners, the Trustees shall have the right to request that the guest leave. Responsibility for such supervision shall rest with any Owner who is the host of such guest.

**28. AMENITIES:** Only residents of the Condominium and their guests may use the condominium amenities. Such amenities include amenities appurtenant to the Units in the Condominium, gazebos, and walking paths. Amenities shall be regulated by the Trustees.

**29. VENDING, PEDDLING OR SOLICITATION:** No person, including any Unit Owner, shall enter, or go through the Condominium Community 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 or for distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Trustees.

**30. UNIT OWNER MAINTENANCE:** Each Unit Owner shall have their dryer vents and dryer ducts from the dryer to the exterior of the unit cleaned every two (2) years. Owners in triplexes must have their backflow preventer inspected annually and fire suppression sprinkler system inspected every two years. Receipts for the dryer-duct cleaning and the backflow-preventer and fire-suppression-system inspections are to be submitted to the Managing Agent within one (1) month of completion.

**31. AMENDMENT:** These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided that a written communication is sent to each Owner advising them of the change. Electronic communications may be used in addition to written notifications. Amendments to the provisions regarding Household Pets may be applied prospectively only.

**32. DELEGATION OF POWERS:** The Trustees shall 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.

**33. ENFORCEMENT OF RULES AND REGULATIONS AND COMPLAINTS:** The Trustees are authorized, at their sole discretion, to impose monetary fines or penalties for violation of these Rules and Regulations and the Master Deed. Further, the Trustees have the right to relax or withhold enforcement of any rule or regulation for any or all residents, for which, under the circumstances, would be unfair or impractical to enforce.

Upon receipt, by the Trustees or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules and Regulations or other provisions of the Master Deed and Condominium Trust for the Condominium, a minimum of two (2) members of the Trustees,

without a formal meeting of the Trustees, shall make a determination as to the validity of the complaint. If the complaint is determined to be valid and justified, the Managing Agent shall be directed to send written notice to the violator. If no action is taken to correct the violation within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to \$75.00 upon the violator for violations of the Rules and Regulations or a fine of \$150.00 upon the violator for violations of the Master Deed or Condominium Trust. Such a fine is to be considered as an additional Common Charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Trust. If, after imposition of a fine, the violation is not corrected or eliminated within a period of fourteen (14) days from the date of receipt of notice, the Trustees may assess additional fines of up to two (2) times the violation fee for each violation after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as Common Area, the Trustees shall itself or direct the Managing Agent to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

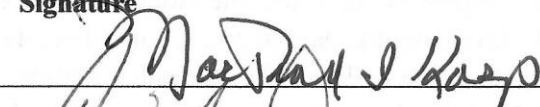
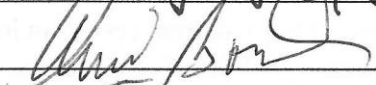
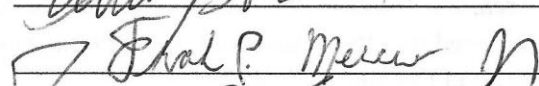
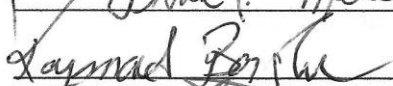
Any costs incurred by the Trustees to remedy or cure any violation of these Rules and Regulations or other provisions of the Master Deed and Condominium Trust for the Condominium, shall be an additional common expense charged to the violator in addition to the fine(s) levied upon the violator. Fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with their tenant for the payment of same.

In the event the Trustees institute legal action for the collection of any fines or the enforcement of any Common Charge Lien, then the Defendant, Unit Owner and/or tenant shall be responsible for payment of reasonable attorney's fees of the Condominium Association, plus interest and costs of suit.

**34. RIGHT TO A HEARING:** Any Unit Owner or Unit Resident aggrieved by any fine or penalty imposed by the Trustees will be granted a hearing, provided that said party aggrieved requests a hearing in writing via email or postal mail, within five (5) days of receipt of notice of imposition of the fine or penalty. Said hearing shall be held within twenty-one days of receipt of the written request for hearing and shall be conducted in a closed session. The party aggrieved, the Unit Owner and/or their representative, if different than the aggrieved party, and the complainant are required to attend the hearing.

The foregoing rules and regulations are adopted by the Trustees of the Brooksmont Condominium on this 14<sup>th</sup> Day of November 2025.

**Brooksmont Condominium Trustees:**

| Name           | Signature                                                                          | Date Signed |
|----------------|------------------------------------------------------------------------------------|-------------|
| Marshall Karp  |  | 11/16/25    |
| Aurie Bond     |   | 11/14/2025  |
| Frank Mercurio |  | 11-18-2025  |
| Raymond Borghi |   | 11/16/25    |
| Jeffrey Duncan |   | 2025 NOV 14 |

## EXHIBIT A

### BROOKSMONT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS PET REGISTRATION

**HOUSEHOLD PETS:** Up to two non-roaming animals, dogs or cats, may be kept by any Unit Owner per Unit, but no such pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or on a leash. Maximum dog weight is thirty (30) pounds.

There shall be no breeding of any animals in any Unit. Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas. No cages or "runs" shall be constructed on the Common Areas.

Any pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the Property upon three (3) days written notice from the Trustees. Upon petition by any Unit Owner, the Trustees shall have the right to approve or disapprove the keeping of any pet other than those species listed herein. Only Unit Owners may petition the Trustees for a variance of this restriction.

**PET 1 TYPE (dog/cat):**

\_\_\_\_\_

**PET 1 BREED (Havanese/Domestic Short Hair):**

\_\_\_\_\_

**PET 1 COLORING:**

\_\_\_\_\_

**Dogs only, note pet weight:**

\_\_\_\_\_

**PET 2 TYPE (dog/cat):**

\_\_\_\_\_

**PET 2 BREED (Havanese/Domestic Short Hair):**

\_\_\_\_\_

**PET 2 COLORING:**

\_\_\_\_\_

**Dogs only, note pet weight:**

\_\_\_\_\_

UNIT OWNER SIGNATURE

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_

UNIT OWNER SIGNATURE

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_

PROPERTY ADDRESS:

\_\_\_\_\_

## EXHIBIT B

### BROOKSMONT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS VEHICLE REGISTRATION AND STORAGE

All Unit Owners are required to register each of their vehicles with the Trustees. Only cars and light trucks are permitted to park overnight in the common parking or driveway areas. Overnight parking of vehicles owned by a Unit Owner or Unit Resident in areas designated as “Guest Parking,” as approved by the Holliston Planning Board as part of the Brooksmont Development approval process (between 68 and 92 Brooksmont Drive and between 104 and 120 Brooksmont Drive) is prohibited.

**VEHICLE 1 MAKE:**

\_\_\_\_\_

**VEHICLE 1 MODEL & YEAR:**

\_\_\_\_\_

**VEHICLE 1 LICENSE PLATE (TAG):**

\_\_\_\_\_

**VEHICLE 2 MAKE:**

\_\_\_\_\_

**VEHICLE 2 MODEL & YEAR:**

\_\_\_\_\_

**VEHICLE 2 LICENSE PLATE (TAG):**

\_\_\_\_\_

If more than two (2) vehicles, include the same information as an attachment for the additional vehicle(s).

No recreational vehicles (campers, boats, motor units, atty, etc.) or commercial vehicles will be allowed to park overnight except with the express written authorization of the Trustees. When such permission is granted, the permitted vehicle must be parked in the garage, driveway, or common parking area and shall not be used as living quarters.

All vehicles within the confines of the Condominium must be in operable condition, have current license plates and inspection sticker (if required), and be insured. Any vehicle not in conformance with the above may be moved or removed by the Trustees, without notice and at the expense of the owner.

Under no circumstances are vehicles permitted on other than designated paved area of the Condominium without the express written authorization of the Trustees or their Designated Agent. No vehicle shall be parked so as to block access to any roadway or parking area. No overnight parking on the roadway is allowed. Any person parking a vehicle illegally shall be subject to their vehicle being towed and/or the imposition of a fine by the Condominium.

In the event a vehicle is towed, all costs associated with the removal of the Vehicle shall be paid for by the owner of the Vehicle and the Condominium shall not be held responsible for any damage to the vehicle.

UNIT OWNER SIGNATURE

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_

UNIT OWNER SIGNATURE

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_

PROPERTY ADDRESS:

\_\_\_\_\_

## EXHIBIT C

### BROOKSMONT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS GOVERNING WASTEWATER DISCHARGES TO THE COMMON SEPTIC SYSTEM

The Brooksmont community is served by a common septic system (the “system”). It is very much like an individual sewage disposal system except all of the units in the community share it. Simply speaking, it consists of a common pump chamber, septic tank and drain field. It is important that you follow the rules and regulations governing wastewater discharges to the system as detailed below.

Unit Owners, occupants, family, and guests MUST adhere to the following rules and regulations. Failure to follow these rules and regulations could have an adverse effect on the system, which could result in significant repair costs that may lead to an unexpected fee assessment to you and your neighbors. The purpose of these rules is to ensure that the system operation is not upset, that it operates efficiently and at minimum possible cost, that it will discharge an effluent that complies with state and local requirements and does not get fouled by materials that it cannot handle, or which would adversely affect the efficient operation of the system.

The system is designed to treat wastewater of a biological nature.

1. No Unit shall have a garbage grinder installed.
2. No user shall discharge the following into the system under any circumstances:
  - a. Any solid or viscous substances in quantities or of such size capable of causing obstruction to the pump(s), flow in sewer lines or other interference with the proper operation of the system such as, but not limited to the following: kitchen grease, feminine hygiene products, dental floss, condoms, diapers, cotton swabs, cigarette butts, coffee grounds, cat litter, paper towels, baby wipes, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshing, entrails, paper dishes, cups, milk containers, etc. either whole or in parts.
  - b. Storm water, surface water, ground water, roof runoff, basement sump pump water, garage floor drain liquid, or subsurface drainage.
  - c. Any gasoline, kerosene, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
  - d. Any non-latex paints, paint thinners, paint removers, or strippers.
  - e. Any organic solvent or any liquid containing any organic solvent including, but not limited to, the following: acetone, benzene, bromodichloromethane, bromoform, carbon tetrachloride, chlorobenzene, chloroethane, chloroethyl vinyl ether, chloroform, chloromethane, dichlorobenzene, dichloroethane, dichloropropane, ethyl benzene, methylene chloride, tetrachloroethane, toluene, trichloroethane, trichlorofluoromethane and vinyl chloride.

- f. Any lubricating or hydraulic fluids including waste crankcase oil, brake fluid, transmission fluid, and lithium grease.
- g. Any photographic fluids including waste developer, fixer, and rinse water.
- h. Any pesticide, including insecticides, fungicides, rodenticides, and herbicides of any sort.
- i. Any waters or wastes having a pH higher than 9.5 or lower than 5.5, or having any other corrosive property capable of causing damage, or hazard to structures, equipment, and personnel of the system.
- j. Discharge from the stripping of floors, including but not limited to wax that would violate or cause the system to violate applicable laws or regulations of any governmental authority.
- k. Disposable cleaning sheets or cloths
- l. Child or adult diapers

3. No person shall discharge or cause to be discharged any substances, materials, waters, or wastes, if it appears likely in the opinion of the Board of Trustees or its agent, that such wastes can harm either the pumps, sewers, sewage separation and leaching process or equipment, have an adverse effect on the receiving waters, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming the opinion as to the acceptability of these wastes, the Board or its agent will consider such factors as the quantities of subject wastes in relation to flows and velocities in sewers, materials of construction of the sewers, nature of the septic system process, capacity of the system, degree of treatability of wastes in the septic system, and other pertinent factors.