

TOWN HOUSE ESTATES OF NORTON

RULES AND REGULATIONS

We, the majority of the Trustees of Town House Estates of Norton Condominium Trust, under the Declaration of Trust, dated December 1, 1980 and recorded with the Bristol County Northern District Registry of Deeds in Book 2065, Page 232 as may be amended, in accordance with Article V, Section xvii of said Trust, do hereby amend the Rules and Regulations of Town House Estates of Norton Condominium Trust, c/o The Lorell Management Corporation, P.O. Box 832, Mansfield, MA 02048

In these rules and regulations, the word "Condominium" shall refer to **Town House Estates of Norton Condominium** and the words "Common Areas", "Facilities", "Trustees", "Unit", and "Unit Owners", shall have the meaning given to these terms in the Master Deed creating **Town House Estates of Norton Condominium**.

The Rules and Regulations are incorporated into and made part of Section 5.6 of the By-laws of the Trust.

Common Areas

1. 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 Board of Trustees.
2. Nothing shall be done or kept in the Common Elements or in an individual unit that will increase the rate of insurance of the Condominium without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or keep in the Common Areas or in his/her Unit anything which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law.
3. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
4. Nothing shall be done in, on or to the Common Elements or to an individual Unit which will impair the structural integrity of the Building or which would structurally change the Buildings without the prior written consent of the Board of Trustees. Any construction, alteration or remodeling work which affects the structure of any Building and which is not otherwise prohibited by the Master Deed shall be undertaken by a Unit Owner (except only emergency repairs) only after written application to the Board of Trustees (specifying the nature and scope of the work in detail) and with the written approval of the Trustees.
5. Nothing shall be altered or constructed in or removed from the Common Areas except upon the prior written consent of the Board of Trustees. In the event that any earth, grass, gravel, paved areas, shrubs, trees or other plants are dug, disturbed or otherwise altered by

a Unit Owner, including a child, pet, visitor, or tenant of a Unit Owner, the Unit Owner shall be responsible for the full cost and expense of repairing, restoring, replacing or otherwise fixing the damaged item. The Trustees shall be authorized to undertake such repair, restoration or replacement and the cost thereof shall be an assessment against the Unit Owner, payable in accordance with the requirements for payment thereof.

Interior of the unit

6. Each Unit Owner shall be responsible for the cost of repair, replacement, restoration or other fixing of any damage to any common area or other unit caused by his own negligence or that of his children, tenants, pets, agents, servants, employees, independent contractors, or guests.

7. No activity shall be carried on in any Unit, nor shall anything be done therein, either willfully or negligently, which may be or become any annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

Exterior of the Unit

8. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors and windows thereof, any dirt or other substance. No clothes, clotheslines, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. Rugs or mops shall not be shaken or hung from or on any of the windows or doors. Garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct. The Common Elements shall be kept free and clear of all rubbish, debris, and other refuse shall be bagged and tied before being placed in the dumpster. All rubbish, trash, garbage, waste and other refuse shall only be disposed of by placing in the dumpster or by lawful disposal off the premises.

9. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, satellite dish or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or at any window, without the prior written consent of the Board of Trustees.

10. Unit Owners will not be allowed to put their names or signs on any buildings or Common Elements except in the proper places in or near the mailboxes provided for the use of the Unit Occupied by the Unit Owners respectively.

11. The Common Elements shall not be decorated or furnished by any Unit Owner in any

manner without the prior written consent of the Board of Trustees. Adornments could include but not limited to flags, banners, wind socks, or name plates. Modest holiday decorations are allowed without permission but must be removed within 14 days following the holiday. The Board of Trustees reserves the right to enforce the removal of said decorations if it deems the decorations to be excessive or offensive. Nothing can be affixed to the exterior envelope of any building without the prior written consent of the Board of Trustees.

12. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein unless permission shall be given in writing by the Board of Trustees.

Enclosed/Open Decks

13. Decks, whether enclosed or open, shall be kept per the following:

- a. Decks shall be kept in an orderly neat fashion at all times.
- b. Nothing shall be hung on or from any deck railings (i.e., clothes drying).
- c. Any treatment, staining or coloring of open deck material can only be done after seeking permission from the Board of Trustees through its managing agent.
- d. Decks may not be used for the storage of personal property except for customary deck furniture and a minimal amount of children's toys.
- e. Propane gas grills and tanks can only be used on open decks and must be stored at the furthest end of the deck away from the building. Tanks must always be turned off when not in use.

Gardens

14. The Unit Owners may have a garden according to the following specifications:

- a. Prior to establishing a garden, each Unit Owner must notify the Board of Trustees in writing through its Managing Agent of his/her intention to establish a garden. The Unit Owner must pay to the Association through its Managing Agent the sum of thirty-five (\$35.00) dollars as a deposit to cover the cost of re-seeding the area. Upon abandoning the garden or upon a determination by the Board of Trustees that a garden has been abandoned, the Board of Trustees shall re-seed the area of the garden and return any portion of the deposit remaining to the Unit Owner after successful re-seeding. The owner must assume the responsibility of watering of the newly re-seed area until a consistent grass cover is established.
- b. Only vegetables, flowers, herbs or other plants commonly included in a garden may be grown in this garden area.

Emergency access

15. The agents, servants, employees, independent contractors, and others duly authorized by the Board of Trustees may enter any Unit, room or area therein at any time in the case of an emergency for the purpose of inspecting and performing work and in other than an emergency, at reasonable times upon reasonable notice, for the purpose of inspecting and performing work. The Board and or its agents will be held harmless for any damage as a result of forcibly gaining access to the unit. An owner should always ensure they provide the Managing Agent with current emergency contact information, in the event of an emergency.

Keys to Units

16. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or in connection therewith.

Vehicle condition

17. All vehicles parked at the condominium, which includes vehicles located in deeded and visitor spaces, must be registered and insured as well as being in good running order. No maintenance or repairing of vehicles shall take place within the Condominium, a fine shall be levied for each reported and verified incident. Repairs and maintenance shall not include washing/waxing, checking of fluid levels, or changing of flat tires.

Parking

18. a. Authorized parking within the grounds of the condominium is expressly limited to deeded, numbered spaces and non numbered spaces located at the east of each lot denoted by the label "visitor".

b. Except for areas designated by the Board of Trustees, there shall be no parking of motor vehicles on any part of the condominium grounds except for paved areas. All other common ground areas i.e., gravel areas near the dumpsters, all grass, mulch areas and double-parking (perpendicular to a space) is strictly prohibited and subject to fine and tow at the owners' expense. No trucks (greater than a gross weight of 7,000lbs), commercial vehicles, boats, trailers (whether capable of independent operations or attached to an automobile or other vehicle) may be parked in any of the common areas of the Condominium without the expressed written consent of the Board of Trustees. The vehicle weight restriction does not apply to vehicles engaged in providing a service to an owner or the association.

Visitor Parking

19. a. Visitor parking spaces are non-deeded, non-numbered, identified by the name "Visitor" painted in each space and are the spaces located to the far east of each parking lot located at address 139-141, 143-145 and 137 to the far east and north of the parking lot.
- b. The parking spaces designated as Visitors Parking spaces are to be used solely by visiting guests of a Unit Owner. A visiting guest shall be defined, for the purpose of this paragraph, as an individual visiting a unit owner or other lawful occupant of a unit, for a period of no more than five (5) consecutive days.
- c. Long-term use of a visitor parking space is considered to be in excess of five (5) consecutive days use. Written permission must be made to the Board of Trustees through its' Managing Agent for permission for long-term use and the determination of parking fees.

In the event that the motor vehicle is parked in a visitor's space in violation of section b or c of this section, the Unit Owner responsible shall be levied the rental fee for the period. The unit owner must then follow part c of section.

Renting a Space

20. The Trustees, in their sole and absolute discretion, may lease one or more the parking spaces designated as Visitors Parking spaces to a Unit Owner. The fee will be established by the Board of Trustees and reviewed from time to time for its appropriateness. The fee for monthly use is \$25.00, due and payable on the first of each month and will be prorated for less than a month. The Board of Trustees reserves the right to limit the number of visitor parking spaces granted and rented. Even if the Board of Trustees grants a rented space, it cannot guarantee the rented visitor space will always be available since these spaces are available for use by visiting guests.

If the Board of Trustees grants permission for extended use of a visitor space, the space cannot be used for vehicle storage. Vehicles must move regularly as described in the "Vehicle Movement" section.

The Board of Trustees reserves the right to rescind, with written notice, a leased visitor space it has granted.

Vehicle Movement

21. a. All vehicles parked on common grounds of the Condominium must be moved at regular intervals. Regular interval will be defined as at least once per week. Failure to move the vehicle within the defined time (see above) will be subject to towing at the owners' expense.
- b. All vehicles parked within the common elements of condominium must be moved

in the event of snow plowing, pavement maintenance, spring cleanup, or any common area work that requires access to the space the vehicle is occupying. If a vehicle is not moved for one of the aforementioned reasons, it is subject to tow at the owners' expense. If parking space occupant is away for an extended period of time and not left the keys with someone else, he/she must contact the Managing Agent and make special arrangements in the event the vehicle needs to be moved.

Towing

22. The procedure for towing is: The vehicle will be marked with a sticker for towing and notification by certified or registered mail will be made to the Unit Owner, if known. All expenses for the action will be charged to the Unit Owner. The Massachusetts Towing Procedure Laws will be adhered to.

Pets

23. Subject to the provisions of the Master Deed, dogs are not permitted upon the premises. No outside occupants shall keep, house or harbor any pets or animals in a unit or common areas unless first consented to by the Trustees of the condominium trust. Other domestic animals commonly kept as pets may be kept under the following conditions:

- a. All pets must be sufficiently under control at all times so that they do not become a nuisance to the occupants of other Units. In the event that any pet becomes nuisance, the owner thereof must cause the problem to be corrected, or if it is not corrected, the owner, upon written notice by the Board of Trustees shall be required to remove the pet from the premises. Relief hereunder may include but not be limited to the Board's obtaining an injunction requiring removal of said pet, and the owner of said pet shall, in such cases, be responsible for court costs and attorney's fees and such other expenses as may be incurred by the Trustees in order to enforce these provisions concerning pets.
- b. Pets must be confined to the interior of the unit and will only be permitted in the common areas when carried or leashed. Each pet owner shall be responsible for the removal and disposal of all waste left by his/her pet upon the premises.
- c. No pets may be kept, bred or maintained for any commercial purpose.

Animals that are not domestic or are not commonly kept as pets shall not at any time be permitted upon the premises.

These rules are established to provide for the health, comfort, safety and welfare of the residents of Town House Estates of Norton Condominium.

Trash

24. Trash must be placed in plastic bags, securely tied and placed inside the

dumpsters. Owners or tenants cannot dispose of trash in the dumpsters that fall under the Hazardous Waste categories defined within the Massachusetts General Laws. Disposal of construction materials, furniture, or any other large items are the responsibility of the individual owner or tenant. If such items are left out and not removed by the waste removal service, the Trustees will arrange removal without notice and at the expense of the responsible owner. All boxes are to be broken down and placed with the proper receptacle.

Lease/Rent Unit

25. Unit Owner may lease or rent his Unit for use and occupancy by others within the guidelines stipulated by the Master Deed.

Condo Fees

26. The common Expense Charge assessed against each Unit shall be payable in equal monthly installments due on or before the first day of each month. In the event that a Unit Owner fails to pay his/her share of the Common Expense Charge, the Trustees may assess against the respective Unit the following charges:

- a. No penalty if the fee is received by the tenth day of the month.
- b. A twenty dollar (\$20.00) penalty if the fee is received on the eleventh through the twentieth day of the month.
- c. A twenty-dollar (\$20.00) penalty will be charged after the twentieth day of the month, in addition to the twenty-dollar (\$20.00) penalty provided above.
- d. In the event that the Common Expense Charge remains unpaid following the thirtieth day after it is due, it shall bear interest at the rate of one (1%) percent per month or twelve (12%) percent per annum until the date paid in full.

Rules & Regulations

27. These Rules and Regulations may be amended from time to time as provided in the Trust.

28. The Trustees, under Article V, Section 5.1 (XIX) of the Trust, may levy a fine of Twenty-Five Dollars (\$25.00) for any one violation, and for each day a violation continues after, it shall be considered a separate violation, of any of the within Rules and Regulations, unless another amount is specified in a particular Rule. In the event that it becomes necessary, in the sole discretion of the Trustees, to consult an attorney to enforce any provision of these Rules and Regulations or to collect any amounts due under these Rules and Regulations, including but not limited to, fines, penalties and assessments and the establishment of a lien, pursuant to Massachusetts General Laws Chapter 183A, Section 6 and Chapter 254, Section 5, the Unit Owner shall pay, as an additional assessment, all of the cost and expenses, including a reasonable attorney's fee, incurred by the Trustees in any such action or proceeding.

29. Any issues regarding the exterior of a unit or the common property should be reported to the managing agent, currently designated as The Lorell Management Corporation, P.O. Box 832, Mansfield, MA 02048 Telephone (508) 261-1047 Fax (508) 261-9006. All communications are reviewed with the Board of Trustees.

30. In case any one or more of the Rules and Regulations shall, for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of these rules and regulations.

In witness, the Trustees of Town House Estates of Norton Condominium Trust hereunto set our hands and seals this _____ day of _____, 2003.

Trustee of Town House Estates
Condominium Trust

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COMMONWEALTH OF MASSACHUSETTS

Bristol, SS _____, 2003

Then personally appeared the above named Sharon Wolf, Kenneth Scanlon, Alexandra Manzer, Kathleen Peterson and Maureen Headd and acknowledged the foregoing to be their free act and deed, before me.

Jennifer L. Morrison
Notary Public
My commission expires: 2/19/04