# THE BELMONT CONDOMINIUM TRUST RULES AND REGULATIONS

- No part of The Belmont Condominium, Belmont Road, Harwich, Massachusetts, (the "Condominium), shall be used for any purposes except those set forth in Sections 7 and 8 of the Master Deed (the "Master Deed") of even date with and recorded with the Declaration of Trust of The Belmont Condominium Trust (the "Trust").
- 2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Trustees of the Trust (hereinafter collectively 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 own Unit in accordance with the provisions of the Trust and the Master Deed.
- 3. No thing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance of the buildings of the Condominium (the "Condominium Buildings"), or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas and facilities which will result in the cancellation of insurance on the Condominium Buildings or the contents thereof; 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 the Condominium Buildings or Units, and no sign, awning, canopy, shutter, or radio or television antenna (except for the master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Trustees. No Unit Owner will be allowed to put his name in any entry passageway, vestibule, hall, or stairway of the Condominium Buildings, except in such place designated by the Trustees or in the mailbox provided for use of the Unit (the print of such name to be in a size and style approved by the Trustees).
- 5. No animals, reptiles or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the common areas and facilities, except that:
  - (a) Unit Owners may keep in their Units dogs, cats or other household pets (hereinafter collectively, "household pets") owned by such Unit Owners at the time they purchased their Units (but not such pets acquired or born thereafter unless written permissions is then secured from the Trustees).
  - (b) Unit Owners who receive written permission from the Trustees may keep in their Units household pets owned by such Unit Owners at the time they receive such written permission (but not such pets acquired or born thereafter unless written permissions is then secured from the Trustees).
  - (c) Household pets permitted pursuant to (a) or (b) above shall be subject to the following Rules and Regulations:
    - (1) Such household pets may not exceed one pet per Residential Unit;
    - (2) Except in the case of household pets kept pursuant to (a) above, such household pets kept by Owners of Residential Units above the first floor of Building No. 1 or any other mid-rise building of the Condominium may not exceed thirty (30) pounds in weight;
    - Such pets may not be kept, bred or maintained for any commercial purposes;
    - (4) Each Unit Owner keeping such a pet shall submit a picture of the pet to the Trustees;

- (5) Except as permitted in Clause (6) below, household pets shall not be permitted in any elevator, Building lobby, or any grass or garden plot, or in any other portion of the common areas and facilities unless carried but in no event shall such pets be permitted on the beach under any circumstances;
- (6) Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Trustees for such purpose; and
- (7) Each Unit Owner keeping such a pet which violates any of the 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 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 to permanently remove such pet from the Condominium upon three (3) days' written notice from the Trustees.

The foregoing not withstanding, from the date of adoption of this rule no dog not presently owned by a present Unit Owner shall be permitted to be kept in any Unit nor brought upon the Condominium, except a "guide dog" as that term is defined in applicable law.

- 6. No Unit Owner shall engage or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:
  - (a) May or become an annoyance or nuisance to the other Unit Owners or occupants;
  - (b) Will interfere with the rights, comforts or conveniences of other Unit Owners;
  - (c) May or does cause damage to any other Unit or to the common areas and facilities, or
  - (d) Results in the removal or any article or thing of value from any other Unit Owner's Unit or from the common areas and facilities.

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

Total volume of television sets, radios, phonographs, and musical instruments shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering the neighbors. No water beds or other similar water-filled objects shall be permitted in any Unit.

- 7. In addition to other Rules and Regulations contained herein and promulgated from time to time, Cabana Units shall be subject to the following:
  - (a) Cabana Units may be used only during such days and hours as the Trustees shall from time to time designate, provided, however, that the use of Cabana Units shall not be prohibited during daylight hours in the months June through September.
  - (b) Cabana Units shall be used only for changing clothes and lounging by their Owners, their families and social guests, and for no other purposes without the written approval of the Trustees, provided, however, that in no event shall Cabana Units be used for dwelling purposes.

- (c) No Cabana Unit Owner shall install or permit to be installed in any Cabana Unit any air conditioning system or device without the written permission of the Trustees and unless the electric power therefor is separately metered or otherwise equitably apportioned in such manner as to be exclusively chargeable to the Cabana Unit Owner installing such system or device. Any such installation which may be so permitted shall otherwise be required to conform to and be subject to the provisions of the Master Deed and the Trust pertaining to modifications, installation, and changes in Condominium Units or any parts thereof.
- (d) Subject to the provisions of Sections 7 and 8 of the Master Deed, the Trustees may from time to time promulgate such other reasonable rules and regulations restricting and regulating the use, maintenance and appearance of the Cabana Units as the Trustees consider to be necessary or appropriate for the use and enjoyment by all Residential Unit Owners of the common recreational facilities of the Condominium.
- 8. The use of the beach shall be subject to the other Rules and Regulations contained herein and to Rules and Regulations promulgated from time to time by the Trustees.
- 9. In addition to other Rules and Regulations herein contained and hereafter promulgated, the use of motorcycles, motorbikes, mopeds and other similar vehicles shall be permitted to be used for entry to and exit from the Condominium, but shall not be permitted for recreational use within the Condominium.
- 10. Persons who are sixteen (16) years of age or younger shall not be permitted to use the recreational facilities of the Condominium, including but not limited to the beach, swimming pool, clubhouse, tennis courts and recreation rooms, unless under the supervision of an adult Unit Owner or lawful occupant over the age of twenty-one (21) years, except in such cases and under such conditions as the Trustees may from time to time establish and require.
- 11. Each Residential Unit in Building No. 1 (and any other Mid-Rise Building(s) in the Condominium) except those on the first floor of such Building(s), are required to have one hundred percent (100%) of the floor area of all bedrooms and seventy percent (70%) of the floor area in all living rooms and dining rooms covered with carpeting and padding.
- 12. All draperies, window treatments and window coverings in every Condominium Unit which windows are visible from the exterior of the buildings shall be lined with a white material or shall be white on the facing visible from the exterior such that when closed or drawn the appearance of the window from the exterior of the Buildings shall be white. All draperies, as well as any other hanging material, must be fire resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be closer than one inch (1") to heating units.
- 13. Nothing shall be done in any Unit or in, on or to the common areas and facilities which will impair the structural integrity of the Condominium Buildings or which would structurally change the buildings.
- 14. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of, nor shall any rugs or mops be shaken from the windows or sliding doors of any Unit or the Condominium Buildings, or exposed on or in any part of the common areas and facilities (including without limitation balconies and balcony railings). The common areas and facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials, and no garbage cans shall be placed in the halls or in the staircase landings of the Condominium Buildings.
- 15. Except in areas designated by the Trustees, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, in any part of the common areas and facilities.

- 16. Nothing shall be altered in, constructed in, or removed from the common areas and facilities except upon the written consent of the Trustees.
- 17. No part of the common areas and facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without prior written consent of the Trustees.
- 18. 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 or windows thereof, any dirt or other substance. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Buildings resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.
- 19. All radio, television or other electrical equipment of any kind of nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the 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.
- 20. The agents of the Trustees or the managing agent, and any contractor or workmen authorized by the Trustees or the managing agent, may enter any room or Unit in the Condominium Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of taking such measures as may be necessary to control or exterminate vermin, insects, or other pests.
- 21. Any maintenance, repair or replacement of common areas and facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust shall be done only by contractors or workmen approved by the Trustees. No unauthorized person, including a Unit Owner, shall be permitted on the roof of any Condominium Building without the prior consent of the Trustees.
- 22. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
- 23. Wood and coal stoves or similar devices shall be permitted in Condominium Units only in accordance with applicable law and fire regulations and only upon the prior written approval of the Trustees, who shall as a condition of any such approval require (i) compliance with rules and regulations promulgated by them as to the installation, use, maintenance, repair and cleaning of any such device and the storage and handling of wood, coal or other fuels therefor, and (ii) the right of the Trustees to enter any Unit in which such a device is installed and to correct any non-compliance with such rules and regulations, all at the sole expense and risk of the Owner of such Unit; provided however, that in no event shall such device be permitted to be used as a source of heat.
- 24. 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 a Trustee, agent or employee of the 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 such Trustee, agent, employee and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

- 25. The Trustees, or their designated agent, may retain a pass key to each Unit garage, locker, or storage space. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit, garage, locker, or storage space without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to its right of access to the Unit, garage, locker, or storage space, if applicable.
- 26. All personal property of the Unit Owners in the Units, garages, lockers, or storage spaces of the Condominium, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, Green Belmont, Inc., nor their respective successors or assigns, shall bear any responsibility therefor.
- 27. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
- 28. Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.
- 29. These Rules and Regulations may be amended from time to time as provided in the Trust.

#### **BELMONT CONDOMINIUM**

#### CERTIFICATE AS TO RULES AND REGULATIONS

Reference is hereby made to that certain Declaration of Trust, dated November 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3023, Page 242, as may be amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Belmont Condominium Trust, the organization of Unit Owners of the Belmont Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated November 19, 1979, and recorded with the Barnstable County Registry of Deeds in Book 3023, Page 189, as may be amended.

We, the undersigned, being a majority of the Trustees of said Belmont

Condominium Trust, as noted in that certain instrument entitled "Certificate of

Election At Annual Meeting", dated July 18, 1998, and recorded with the Barnstable

County Registry of Deeds in Book 11580, Page 189, do hereby certify that the Board of

Trustees has, in accordance with Article V, Section 6, of said Trust, amended the Rules

And Regulations by adopting, as part of the Rules And Regulations, the Antenna Rules

attached hereto effective on 

Print I 1999. These Antenna Rules

supersede any existing Rule or Regulation to the contrary.

Richard Renwick Trustee of the Belmont Condominium Trust

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### COMMONWEALTH OF MASSACHUSETTS

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#### ANTENNA RULES

The following rules shall appertain to the utilization of antennas at the Condominium.

#### 1. Definitions.

- (a) 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 or pole supporting the Reception Antenna, cabling, supports, guy 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, appearance to Reception Antennas.
- (b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. A Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for the purpose of these Rules.
- 2. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common area (exclusive use area) appurtenant to the unit where the resident lives as provided in the Master Deed creating the Condominium.
- (b) A Reception Antenna shall not encroach on the air space of another owner's unit or limited common area or into the general common areas. Rather, the Reception Antenna must be kept within the boundary of the limited common area. Limited common areas are a cube bounded at the lower limit by the described area, (e.g., deck, patio, terrace, yard, etc.), at the sides by the vertical extension of the boundaries of the described area and at the top by the surface above, or if there is no surface above then one standard story height above the described area.
- 3. If a Reception Antenna is installed in a limited common area as defined in the Master Deed, such installation shall be subject to the following:
- (a) Reception Antenna 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 or multipoint distribution systems be larger than one meter in diameter.
- (b) Reception Antennas must be placed in areas that are shielded from view from outside the Condominium or from other units to the extent possible; provided that nothing in this rule shall require a reception antenna to be placed where it precludes reception of an acceptable quality signal so long as it is kept within the bounds of the limited common areas available to the unit owners. In no event may antennas be installed on roofs, common lawns or other common areas. Connections of wiring must be through a part of the building nearest the installation that is defined in the Master Deed as being part of the unit, such as the frame or the glass of the nearest window or sliding glass door of the unit, and may not be connected through general common areas, such as the building walls. All wiring shall be run so as to be as inconspicuous as possible. If a resident wishes to run wiring through a common area such as an exterior wall, this must be in strict compliance with standards established by the Board to ensure the structural and watertight integrity of the Condominium. If no standard is established, then no wiring shall be run through the common areas. On removal of the Reception Antenna, common area must be restored.

- (c) Reception Antennas and similar structures shall not be placed in areas where they block fire exits, walkways, parking spaces, ingress or egress from an area (including a unit), fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the Condominium. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.
- (d) Reception Antennas and similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- (e) The Board may require Reception Antennas placed outside the building be painted to match, or be compatible with, the color of the building. If they do so they will publish a list of acceptable colors. Such painting will not be required if it interferes with reception. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view consistent with the requirements of Federal Communications Commission rules.
- (f) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the common elements or the units, void any warranties, or impair the watertight integrity of the buildings.
- (g) Any resident who owns or uses a Reception Antenna, and the unit owner of the unit where the resident lives if a resident is other than a unit owner, is responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of Reception Antenna; (c) medical expenses incurred by any person injured by installation, existence, or use of the Reception Antenna; and (d) other damages caused by the installation, existence, or use of the Reception Antenna. If the installation is made by a contractor the resident shall ensure that the contractor has liability insurance in the minimum amount of \$500,000 and workman's compensation insurance and that the Condominium is named as an insured.
- (h) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building, patio, deck, terrace or ground provided that such is a limited common element. Otherwise, Reception Antennas shall be attached to a pole which is mounted in a weighted base of sufficient weight to prevent falling under anticapatable conditions. If a resident desires to attach a Reception Antenna to a wall, railing, fence, partition or other element which is part of the common areas and abuts/adjoins the limited common area where the Reception Antenna is to be placed, they must first obtain permission from the Board upon terms which ensure the structural and watertight integrity of the Condominium or adhere to standards published by the Board for this purpose, if such has been established.
- (i) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
- (j) The resident is responsible for the immediate removal of the Reception Antenna if it must be removed for the repair, painting or maintenance of the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Reception Antenna, the Board may do so at the resident's expense.
  - 4. Transmission Antennas other than as indicated in 1(b) are prohibited.
- 5. A resident installing a Reception Antenna shall promptly notify the Board thereof on the form attached to these Rules.

- 6. In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Condominium shall be entitled to fines, reasonable attorneys' fees and costs and expenses as provided by applicable law if these rules are validated. In addition, injunctive relief may be obtained.
- 7. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.
- 8. The Board may amend these Antenna Rules from time to time as provided for in the By-Laws. These Antenna Rules supercede any applicable rule previously adopted.

### **NOTIFICATION FORM**

# FOR THE INSTALLATION OF DBS SATELLITE DISH, MMDS ANTENNA OR TV ANTENNA

TO:	Board of Trustees of the Belmont Condominium Trust		
FROM:	Name:Mailing Address	Unit Number:	
	Phone (home): Phone (work):		
Type of satelli	te dish or antenna	to be installed (check any that apply):	
	DBS satellite dis MMDS antenna Television anten	h 1 meter or smaller (e.g., Primestar, Dish network, Direct TV) (wireless cable) 1 meter or smaller (e.g. WANTV) na	
Installation of	the dish or anteni	a was done by the following installer (if other than the Owner):	
	Name:		
	Tel. No.:		
	that the contract	or had the insurance required by the Condominium's Antenna Rules?	
Describe gene	rally how and wh	ere dish or antenna was installed.	
Do you certify Antenna Rules	that the location ? Yes	and installation of the dish or antenna comply with the Condominium No	
If no, state in o	letail the reason f	or noncompliance on a separate sheet of paper.	
		anderstand and have complied and will comply at all time with the espect to the installation of dishes and antennas.	
Signature		Date:	

## Addendum to the Rules and Regulations for the Belmont Condominium Trust Owners

The following rules and regulations have been adopted by the Board of Trustees and are an addendum to the current rules and regulations that you have received with your original condominium documents (Blue Book)

# **Parking and Traffic**

The Belmont property is considered private property and all common area including public parking is the joint property of all in the Belmont Condominium Trust. The following rules are in effect as of May 31, 2008 unless addressed in writing by the Board of Trustees of the Belmont Condominium Trust

- 1. There is **NO PARKING** allowed around the islands other then on the overflow week-end of July 4<sup>th</sup>. But all vehicles parked around the islands MUST leave room for Emergency Vehicles to get by. Any violation of these rules could be enforced by the towing of the vehicle.
- 2. <u>All vehicles</u> on the Belmont Property must have a current and valid motor vehicle registration and be registered with the Managers office to display their Belmont Sticker. All visitors or renters are required to display a visitor's pass while parked on Belmont Property.
- 3. <u>All parking</u> should be in designated parking areas only; assigned by deed or in driveways for townhouse owners. Overflow parking is designated in the parking area for building 4 & 5 or in designated guest parking spots only.
- 4. <u>All Belmont Employees and Restaurant Staff</u> are to park in the overflow parking area near building 4 & 5 with the exception of the Restaurant Manager Tom Byrack who will park next to the restaurant while in operation.
- 5. All residents are reminded that the posted speed limit is 10mph and that should be considered the maximum speed while driving on Belmont property. Also all residents and guests are reminded to be aware of pedestrians at all time and to remember that by Massachusetts law pedestrians have the right of way in the Commonwealth.
- 6. NEW 2008: Trucks and Vehicle Parking

  No recreational vehicles, boats or commercial trucks are allowed to park within the Belmont Community without express permission of the Belmont manager. New this year any motor vehicle that is described as a truck but registered as a personal passenger vehicle will be allowed to park on the property as long as it does not include any signage or create a visual distraction within the community. In addition passenger trucks are not to be parked on the property if being used for open storage.

#### **Beach and Pool Areas**

- The Belmont Beach and Pool are private property and are for the exclusive use of Belmont owners and guests and any trespassers can be subject to removal or prosecution as trespassers.
- 2. The Belmont Pool opens on Memorial Day Week-end and will remain open until Columbus Day week-end (weather permitting). The daily schedule will be posted at the pool but from July 1<sup>st</sup> until Labor Day the pool will open at 9:00am each day and close at 7:00pm each evening unless otherwise posted.
- 3. All youth under the age of 16 are not allowed in the Belmont Pool without parental or adult supervision.
- 4. <u>NEW 2008 Season</u> All Owners or their guests must carry the Belmont Beach bag while on the Belmont Beach. This bag is provided at the Manager's office and the first bag is free to all owners or renters at the beginning of the season. Replacement bags will be available for purchase at the cost of \$25.00 per bag. We are hopeful this will allow all of us here at the Belmont to enjoy our beach this season with less unwanted visitors or distractions
- 5. All Owners and guests will be asked to sign in at the pool this season and our pool attendees will be dedicated to providing support and safety while all residents and guests enjoy the pool area.
- 6. There is no glass allowed in the POOL, Playground or on the Belmont Beach. There is also NO Food allowed within 15 feet of the Belmont Pool.
- 7. We are returning to Belmont Tradition this summer and for the benefit of all residents and guests. Their will be **no floats, surf boards or pool toys allowed in the pool.** Noodles will be permitted for adult swim and other times unless they become a problem. All guests are also expected to be considerate of others in the pool area so that we may all enjoy our summer season here at the Belmont.
- 8. The pool attendant is in charge of safety and community at the pool and if any questions or concerns they should be first directed to the pool attendant and if needed any further discussion should be directed about to the Belmont Property Manager.
- **9. Adult Swim** time is designated between the hours of 8:00am and 10:00am. No one under 16is permitted in the pool during this time.

# **Recreational Activity and Play Safety**

- 1. <u>Bicycles</u> are a large part of our community here at the Belmont and all operators are expected to be courteous and ride safely while on the Belmont Property anyone under the age of 18 is required to wear a bicycle helmet while riding on Belmont Property.
- 2. All <u>Bicycles</u> are to be stored in owner's private property, parking garages or in Belmont Bike racks while on Belmont property. Bicycles are not to be left in any other public areas or they are subject to being removed and stored for the summer season.
- 3. No public marking or altercation of the common roadways or parking areas in the Belmont Community without the manager's approval and any temporary approval must be removed at the end of that days activity. (i.e. Chalking Driveways)
- 4. **No ball playing** on any parking lots, roadways or common paved areas. All balls playing should be restricted to the beach and designated play areas on the Belmont Condominium property.
- 5. All sports activities including children's games and general play activity is restricted to open designated play areas here at the Belmont and all the safety and adult supervision of this activity is the responsibility of the adult unit owners and community members here at the Belmont

#### 6. Tennis Court Rules

- a. All owners are expected to abide by the Tennis Rules that are posted at the main gate to the tennis court areas.
- b. All users of the tennis courts are required to wear appropriate athletic footwear while on the Belmont Tennis Courts and are restricted to wearing **only NON-MARKING soled shoes** that will not scuff, mark or damage the courts.
- c. The <u>ONLY activity approved on the Tennis Courts</u> with out expressed approval of the Belmont Manager is **TENNIS**.
- d. There is no skateboarding, rollerblading or non tennis sporting activity allowed on the Tennis Court without approval of the Belmont Property Manager in writing.
- e. The Tennis court will open at 8:00am and Close at 8:00pm each evening from July 4<sup>th</sup> through Labor Day weekend weather permitting
- f. No Glass is allowed on the Tennis Courts at anytime

#### **General Belmont Reminders for the 2008 Season**

- 1. There are no antennas of any type will be permitted to be attached or placed on exterior of buildings
- 2. NEW 2008 The Belmont Car Wash facilities have been moved for the safety and convenience of all residents at the Belmont. The only area approved for Car Washing on the Belmont Property is now located in the Building 6 parking lot. A hose is provided in the area for all residents who wish to wash their cars or bikes here at the Belmont. This area is available each day during the season dependant on the weather.
- 3. NEW All Belmont Employees are strictly prohibited from providing private service or project work for individual owners during their employment at the Belmont. If an owner is in need of assistance that request should be directed to the Property Manager. The property manager will also have available a short list of possible contractors or handymen that can provide assistance to owners on an individual or contract basis.

# **General Community Rights and Safety**

- 1. There is NO SMOKING in the community buildings on the Belmont Property to include the Belmont Restaurant, The Belmont Managers office or in the Pool Buildings or Cabanas.
- 2. All public (open air smoking) will be restricted to designated smoking areas or private property.
- 3. Fireworks are illegal to process in the Commonwealth of Massachusetts and for the safety of all at the Belmont <u>Fireworks or the lighting of Fireworks are strictly prohibited on all Belmont Property</u> and anyone caught in violation of this rule will be subject to the full extent of the law.
- 4. <u>NEW 2008</u>: There is a new recreational area available to all owners in the Belmont Community. This area is the <u>Over the Pool Room</u>. As this is a new area the room will hopefully become an active and useful area for all of us here in the summer season. The rules for this area are not clear at this time as we hope all residents will share their ideas and input for this area. The one rule that is in effect as the season opens is this Pool Building Room will be consistent with the pool rule that no young person under the age of 16 will be allowed in this area unless accompanied by an adult unit owner or adult guest.

The above RULES have been approved by the Board of Directors of the Belmont Condominium Trust and are in effect until further notice or until amended in writing by the Board of Directors of the Belmont Condominium Trust