



(Reserved for Registry)

**THE AVERY AT SWAMPSCOTT CONDOMINIUM TRUST
(Swampscott, MA)**

RULES AND REGULATIONS

Reference is hereby made to that certain Declaration of Trust dated June 7, 2018, and recorded with the Essex County, Southern District, Registry of Deeds in Book 36769, Page 320, as may be amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, The Avey at Swampscott Condominium Trust, the organization of unit owners of the Avery at Swampscott Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated June 7, 2018, and recorded with the Essex County, Southern District, Registry of Deeds in Book 36769, Page 291, as may be amended.

WHEREAS the Board of Trustees, has the right at any time and from time to time to adopt, amend, and rescind the Rules and Regulations of the Condominium, as presented and authorized by said Declaration of Trust, including but not limited to Article V, Section 5.9;

WHEREAS the Board of Trustees has reviewed the Rules and Regulations of the Condominium and desires to amend the same;

WHEREAS no less than a majority of the Board of Trustees hereby attest and certify, as indicated by their signatures below, that the Board of Trustees reviewed, revised, and adopted the set of Rules and Regulations, including all Exhibits related thereto, which are recorded herewith, which Rules and Regulations will remain in effect until and unless rescinded or amended, and which Rules and Regulations shall replace all prior Rules and Regulations;

NOW THEREFORE the Rules and Regulations are hereby amended and replaced with the Rules and Regulations attached hereto, which go into effect on June 30, 2024.

WITNESS our hands and seals this 12 day of June, 2024.

Trustees of The Avery at Swampscott
Condominium Trust, and not individually

Karen Fitzgerald, Trustee

Virginia Tritzschler
Virginia "Ginny" Tritzschler, Trustee

Rachel Mosesso, Trustee

Jennifer Krangle, Trustee

Karina Maslova, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

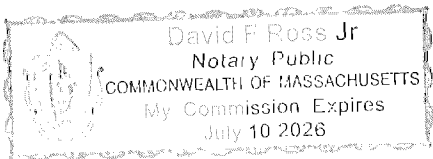
On this 12 day of June, 2024, before me, the undersigned notary public, personally appeared ~~Karen Fitzgerald~~, Virginia "Ginny" Tritzschler, ~~Rachel Mosesso~~, ~~Jennifer Krangle~~, ~~Karina Maslova~~ who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of The Avery at Swampscott Condominium Trust.

For Virginia Tritzschler only
[Signature]

[Signature]

Notary Public

My Commission Expires: 7/10/2026
Print Notary Public's Name: David Ross
Qualified in the State/Commonwealth of MA



WITNESS our hands and seals this 12th day of June, 2024.

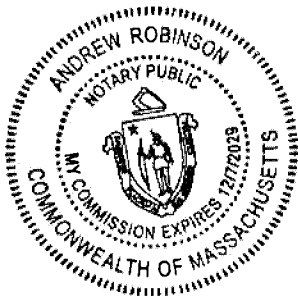
Trustees of The Avery at Swampscott
Condominium Trust, and not individually

Karen Fitzgerald
Karen/Fitzgerald Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 12 day of JUNE, 2024, before me, the undersigned notary public, personally appeared Karen Fitzgerald, ~~Virginia "Ginny" Tritschler~~, ~~Rachel Mosesso~~, ~~Jennifer Krangle~~, ~~Karina Maslova~~ who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of The Avery at Swampscott Condominium Trust.



Andrew Robinson
Notary Public

My Commission Expires: 12/07/2029
Print Notary Public's Name: Andrew Robinson
Qualified in the State/Commonwealth of MA

WITNESS our hands and seals this 12 day of June, 2024.

Trustees of The Avery at Swampscott
Condominium Trust, and not individually

Karen Fitzgerald, Trustee

Virginia "Ginny" Tritschler, Trustee

Rachel Mosesso, Trustee

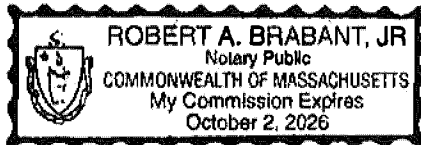
Jennifer Krangle, Trustee

Karina Maslova, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 12 day of June, 2024, before me, the undersigned notary public, personally appeared ~~Karen Fitzgerald, Virginia "Ginny" Tritschler, Rachel Mosesso~~ Jennifer Krangle, Karina Maslova who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of The Avery at Swampscott Condominium Trust.



[Signature]
Notary Public

My Commission Expires: 10/02/2026

Print Notary Public's Name: Robert A. Brabant, Jr.

Qualified in the State/Commonwealth of Massachusetts

WITNESS our hands and seals this 14 day of June, 2024.

Trustees of The Avery at Swampscott
Condominium Trust, and not individually

[Signature]
Karen Fitzgerald, Trustee

[Signature]
Virginia "Ginny" Tritschler, Trustee

[Signature]
Rachel Mosesso, Trustee

[Signature]
Jennifer Krangle, Trustee

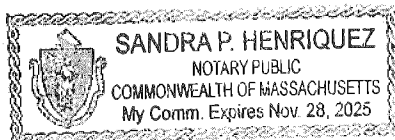
[Signature]
Karina Maslova, Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX County, ss.

On this 14 day of June, 2024, before me, the undersigned notary public, personally appeared Karen Fitzgerald, Virginia "Ginny" Tritschler, Rachel Mosesso, Jennifer Krangle, Karina Maslova who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of The Avery at Swampscott Condominium Trust.

[Signature]
Notary Public
My Commission Expires: NOVEMBER 28, 2025
Print Notary Public's Name: SANDRA HENRIQUEZ
Qualified in the State/Commonwealth of MASSACHUSETTS



WITNESS our hands and seals this 20 day of June, 2024.

Trustees of The Avery at Swampscott
Condominium Trust, and not individually

Karen Fitzgerald, Trustee

Virginia "Ginny" Tritschler, Trustee

Rachel Mosesso, Trustee

Jennifer Krangle, Trustee

Karina Maslova

Karina Maslova, Trustee

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Karen Fitzgerald, Virginia "Ginny" Tritschler, Rachel Mosesso, Jennifer Krangle, Karina Maslova who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of The Avery at Swampscott Condominium Trust.

The Commonwealth of Massachusetts
On this 20th day of June, 2024
before me, the undersigned notary public, personally appeared
Karina Maslova
proved to me through satisfactory evidence of identification, which were MAD
to be the person whose name is signed on the preceding or attached document and
acknowledged to me that he/she signed it voluntarily for its stated purpose.



ANYA MONIN, Notary Public
My Commission Expires April 10, 2031

Notary Public
My Commission Expires: _____
Print Notary Public's Name: _____
Qualified in the State/Commonwealth of _____

**THE AVERY AT SWAMPSCOTT CONDOMINIUM
DECLARATION OF TRUST AND BY-LAWS**

**RULES AND REGULATIONS
Effective: June 30, 2024**

INTRODUCTION

These Rules and Regulations of the Avery at Swampscott Condominium shall be provided in its entirety to each Unit Owner and are adopted for the benefit of the Unit Owners and other residents within the Condominium. They are intended to aid in preserving a clean and attractive environment, assuring the peaceful enjoyment of Avery at Swampscott Condominium, and protecting and enhancing the value of all property at the Condominium. All Unit Owners, residents, tenants, their visitors and guests and all other applicable persons are expected to abide by these rules which have been implemented pursuant to the Declaration of Trust and By-Laws of the Avery at Swampscott Condominium. The Rules and Regulations, as distinguished from the By-Laws and Master Deed, shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Trustees in accordance with the provisions of the Master Deed and Declaration of Trust.

The following Rules and Regulations were adopted by the Trustee on the date of recording the Avery at Swampscott Condominium Trust and are presented in no particular order of importance or priority:

1) RESIDENTIAL INFORMATION FORM

- I. Each Unit Owner is required to submit a completed Avery at Swampscott Condominium Residential Information Form within fourteen (14) days of the closing date of their unit. Additionally, Unit Owners must update this information should it change.
- II. Unit Owners are not permitted to knowingly give false or otherwise inaccurate information on the Residential Information Form and must answer every applicable question to the best of their ability.

2) TENANTS/VISITORS/GUESTS

- I. Unit Owners will be held jointly and severally liable for the actions of their tenants/visitors/guests.
- II. If any such person creates a nuisance to other Residents, the Board of Trustees shall have the right to request that those persons leave. Responsibility for such supervision shall rest with any Resident who is the host of such tenant/visitors/guests.

3) NOISE

- I. No Unit Owner shall permit any noxious or offensive activity or disturbing noises inside a unit, exclusive-use area, or common area which will interfere with the rights, comfort, or convenience of other residents. At no time are musical

instruments, exercise equipment, televisions, stereos, radios, amplifiers, etc. to be so loud as to disturb others.

- II. Unit Owners are responsible for controlling the noise level of their visitors/guests, tenants, and other residents in their unit.
- III. Noise levels shall be reduced from 9pm to 7am Monday through Friday, and 1 lpm to 8am Saturday and Sunday so that neighbors are not disturbed. National holidays shall follow Saturday and Sunday noise restrictions.
- IV. No resident shall keep an animal which by frequent or habitual howling, yelping, barking or making other noises annoys or disturbs other residents.

4) SPEED LIMIT

- I. The speed limit for all vehicles within Avery at Swampscott Condominium is ten (10) miles per hour at all times.

5) PARKING AND VEHICLES

I. GENERAL RULES FOR ALL VEHICLES

- A. Parking on the street, sidewalks, grass, and other common areas is prohibited at all times except with the prior express written consent of the Trustees.
- B. Unregistered, uninsured, or inoperative vehicles are strictly prohibited.
- C. No motor and mini-bikes, all-terrain vehicles, snowmobiles, boats, utility trailers, boat trailers, motor homes, camping trailers of any description and/or other recreational vehicle shall be parked or stored in any outdoor parking space at any time except with the prior express written consent of the Trustees. If such approval is given, a recreational vehicle will be considered to be using one (1) exclusive use parking space or one (1) guest parking space per vehicle.
- D. No recreational vehicle of any kind may be parked or stored in an exclusive-use area except with the prior express written consent of the Trustees.
- E. No repairs of vehicles may be made in the exclusive-use area or common areas of the Condominium.
- F. Any vehicle leaking fluid should be immediately removed and repaired so as not to pose a danger or threat to persons and/or the Property.
- G. Any vehicles which cannot operate on their own power may not remain on the Premises.

II. RESIDENTIAL PARKING AND VEHICLES

- A. Parking is restricted to such exclusive use parking spaces in either the garage or exterior parking area as set forth in the Master Deed and is limited to registered vehicles only.
- B. No resident may park in any guest parking space at any time except with the prior express written consent of the Trustees.
- C. No commercial vehicles, trade vehicles with ladder racks and/or lettering indicating a company and/or logo shall be allowed to be parked

outside overnight except with the prior express written consent of the Trustees.

- D. All residential vehicles must display, at all times, a resident parking sticker provided by the Trustees to be placed in the lower left corner of the rear window of the vehicle. The sticker location may be changed under certain conditions as is warranted by the individual vehicle and approved by the Trustees. A replacement sticker may be purchased and the previously registered sticker will be voided.
- E. All Unit Owners must complete a Vehicle Registration Form within thirty (30) days of the closing date of their unit that includes information about each residential vehicle that will be parked on the Premises. Additionally, Unit Owners must contact the Trustees to update this information upon the purchase and/or sale of a previously registered vehicle.
- F. Resident vehicles that are in violation of the rules may be towed at the owner's expense.

III. VISITOR/GUEST PARKING AND VEHICLES

- A. Visitors/guests may park in the guest parking spaces located on the Premises.
- B. Visitors/guests may also park in any of the exclusive parking spaces of the Unit Owner to whom they are visiting, provided that said parking space is not required by a resident of that unit.
- C. Visitors/guests may not park in another Unit Owner's exclusive use space without the express consent of that Unit Owner.
- D. Two (2) parking passes will be allotted to each unit for overnight visitors/guests.
- E. If only parking during the period between 7:00 a.m. and 10:00 p.m., visitors/guests are not required to display a parking pass.
- F. Any visitor/guest Who intends to park on the property overnight (between 10:00 p.m. and 7:00 a.m.) must display a valid parking pass.
- G. If parking overnight, visitors/guests must clearly hang a parking pass on the rear view mirror of their vehicle while parked on the Premises. Visitors/guests are not allowed to stay parked overnight in guest parking for more than 2 weeks without advance written permission of the Trustees. A replacement parking pass may be purchased and the previously registered pass will be voided.
- H. Unit Owners are responsible for informing their visitors/guests of the parking rules and will be held accountable if any of their visitors/guests should violate these regulations.
- I. Visitor/guest vehicles that are in violation of the 1 above rules may be towed at the owner's expense and a fine levied against the Unit Owner to whom they were visiting.

IV. COMMERCIAL/SERVICE VEHICLE PARKING

- A. Vehicles which are on the premises solely at the behest of a Unit Owner, including but not limited to moving, delivery, installation, etc. may not park on the street and/or common area at any time except with the prior express written consent of the Trustees.
- B. Vehicles affiliated with the Declarant, any state and federal government vehicles, postal vehicles, any emergency vehicles and/or utility services, may be exempt from some or all of the above rules and regulations as is warranted by the situation or constituted by law.

6) PASSKEY

- I. The Trustees may cause a master key system to be used.
- II. The Association will retain a duplicate key, or electronic access card, fob, etc., referred to as a "pass key," for any door leading into a unit.
- III. If consent is given to change a lock to any door leading into a unit, the Unit Owner must provide the Trustees or Management Company with a new duplicate pass key.
- IV. The Trustees shall have the right to enter or designate an appropriate agent to enter a unit under particular circumstances which may include:
 - A. The fact or threat of fire, flood, or any emergency or any other condition that may adversely affect the common area or other units, or the fact or threat of illness or danger to the resident.
 - B. Inspection of a unit, upon due cause shown, for the presence health hazards, and for the purpose of taking such measures as may be necessary to remove such hazards.
 - C. The Unit Owner gives consent to enter the unit for the purpose of installation, repair, or other service.
- V. Entry may be at any reasonable hour of the day after notification (except in the case of an emergency, in which case entry may be immediate and without notice).
- VI. If a current pass key has not been furnished and if access to a unit is warranted as described above, the Trustees or appropriate agent shall have the right to remove and/or destroy the unit door and/or unit door lock(s) by any means necessary and the Unit Owner will be financially responsible for the repair and replacement of such door and/or door lock(s) and all costs associated.
- VII. The Trustees shall not be responsible for the damage to and/or removal of the unit door and/or door lock(s) or for any property within the unit which may be lost, stolen, or destroyed as a result of the damage to and/or removal of the unit door and/or door lock(s).
- VIII. The Trustees may limit or suspend pass key privileges to common facilities in the event of Unit Owner violations of the Condominium documents.
- IX. The Trustees may require a deposit for common facility pass keys, or mailbox/parcel box keys.

7) PETS

- I. Unit Owners may only keep in their Units pets in accordance with the provisions set forth in the Master Deed.

- II. All pets shall comply with all leash laws set forth by the Town of Swampscott and be restrained on a leash in a controlled manner and supervised at all times when outside of the Unit.
- III. Pet owners shall be required to immediately remove any pet waste from the Common Areas and Facilities and/or Exclusive-Use Area.
- IV. Pet owners shall complete and return to the Board of Trustees, at least annually, the pet registration form provided by the Board, along with such reasonable registration fees as the Board may determine from time to time

8) DAMAGE TO PROPERTY

- I. There shall be no use of the common area which injures or scars the common area or the landscaping or plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance of other residents in their enjoyment of the condominium.
- II. Any damage to the exterior of a unit, exclusive-use area, and/or common area caused by a resident, the visitor/guest of a resident, or any tradesperson, mover, etc. hired by a resident is the responsibility of the resident and shall be paid for by the resident.

9) EXTERIOR DECORATIONS, MODIFICATIONS AND ADDITIONS TO EXTERIOR OF UNITS

- I. Changes affecting the exterior appearance of any unit, exclusive-use area, and/or common area shall be made only with the prior express written consent of the Trustees.
- II. Both the interior and exterior architectural integrity of the units shall be preserved without modification.
- III. Unless otherwise stated (see section 18), exterior decoration is prohibited- especially that which needs to be screwed, nailed, bolted, taped, wrapped, hooked, hung and/or otherwise affixed to the exterior of the unit, exclusive-use area, or common area except with the prior express written consent of the Trustees. This includes, but is not limited to: wreaths, plaques, name plates, banners, flags, hooks, hanging plants, signs, posters, awnings, sun shades, screens, wind chimes, weather vanes, thermometers etc. Additionally, no decoration may be exhibited through the window of a unit without the prior express written consent of the Trustees.
- IV. Animal feeders, animal houses, bird baths, and other features that could attract wildlife are prohibited.
- V. Unit Owners may not paint the exterior of their unit, exclusive-use area, or common area without the prior express written consent of the Trustees.

10) WINDOW/DOOR SHADES & DRAPES

- I. No shades, drapes, blinds or window coverings will be installed unless the side facing the exterior of the Unit is white. Under no circumstances are colored sheets allowed to be hung facing the exterior of a unit or as may be determined by the Board of Trustees

11) OUTDOOR EQUIPMENT

I. RECREATIONAL EQUIPMENT

- A. When not in use bicycles, scooters, skateboards, roller skates or similar, sporting goods, toys, games, and other personal articles and equipment shall be stored inside a unit or assigned appurtenance area. None of these items should be left outside overnight or inhibit the maintenance of the area.
- B. No pool of any type or size is allowed in either the common area or exclusive-use area except as may be installed by the Trustees as a common element.
- C. No playground equipment is allowed to be placed or attached to the exterior of a unit, exclusive-use area or common area except as may be installed by the Trustees as a common element.
- D. Outdoor activities that require such recreational equipment that needs to be erected, such as a volleyball net, croquet, horseshoes, bocce ball, waterslide, basketball hoop, trampoline, bounce house, etc. are not permitted except with the prior express written consent of the Trustees and under such stipulations as are deemed necessary

II. MISC

- A. Outdoor clothes lines or other outdoor clothes drying or airing facilities are not permitted. No clothes, linens, or other material shall be hung or shaken from windows, placed on window sills, hung or draped from a railing or otherwise left or placed in such a way as to be exposed to the public view.
- B. No Unit Owner shall place or cause to be placed in or on any balcony any furniture or other personal property except for neutral colored furnishings less than 36 inches in height.
- C. No exterior televisions or security cameras are permitted except as may be installed by the Trustees as a common element.
- D. Window air-conditioners are prohibited.
- E. Bug zappers, fly paper, or similar are prohibited

12) OUTDOOR ACTIVITIES

- I. When riding a bicycle, scooter, skateboard, roller blades or similar on the premises, children 16 years of age or younger must wear a helmet at all times. It is also preferred that children wear additional safety gear such as elbow and knee pads and the like in order to be better protected.
- II. When riding a bicycle, scooter, skateboard, roller skates or similar on the premises, residents may not ride dangerously in the middle of the road and/or to excessive speed within the Development in order to avoid injury to themselves and/or other residents and/or disrupt the flow of traffic.
- III. Bicycles, scooters, skateboards, roller skates or similar may be operated on the sidewalks, if present, but operators must yield the right of way to pedestrians.

Operators are prohibited from riding on the grass and/or otherwise damaging the landscaping and plantings.

- IV. There shall be no organized sport activities, picnicking or fires, except in areas approved by the Trustees.
- V. Organized events that include an invitation onto the premises to the general public, such as a garage sale, estate sale, fair, flea market, seminar, conference, etc. are prohibited except with the prior express written consent of the Trustees.

13) LANDSCAPING AND PLANTINGS

- I. Unit Owners are not allowed to plant or display plantings in the common area without the prior express written consent of the Trustees.
- II. Unit Owners are not allowed to install any additional landscaping features without the prior express written consent of the Trustees.
- III. Unit Owners may not modify, remove, rearrange, or otherwise disturb, scar, or damage any plantings or landscaping features in the common area.
- IV. The Trustees will have the sole discretion in the placement of an outdoor sprinkler or irrigation system and shall have the sole discretion to set the operating days, hours and times for the sprinkler or irrigation system. It is possible that a sprinkler or irrigation system may only be placed in certain areas in the condominium or not at all, taking into consideration the budget and the landscaping needs of the condominium.

14) TRASH

- I. All trash and recycling, if applicable, must be placed in appropriate waste containers.
- II. If a Unit Owner has a piece of trash that is too large to fit in a waste container, the Unit Owner may contact the waste removal provider directly to arrange for the particular removal of the item or items. Such service may involve a possible fee that will be paid directly by the Unit Owner.
- III. Trash and other discarded items may not be left on a balcony or patio.
- IV. Littering is prohibited. Paper, cans, bottles, cigarette butts, food, pet waste, and other trash are to be deposited only in appropriate trash containers. Under no circumstances are such items to be dropped or left in the common area. Trash from common space events in Essex Room or patio are to be removed to building disposal area immediately following event

15) ADVERTISING

- I. Soliciting, canvassing, leafleting, petitioning, endorsing and/or otherwise advertising by residents that can be seen through the window of a unit, or placed in the exclusive-use area or common area is strictly prohibited except with the prior express written consent of the Trustees.
- II. Approved advertising or notices may be installed on designated community boards with the consent of the Board.

16) OFFENSIVE ACTIVITIES

- I. No offensive activities shall be allowed in the Condominium nor shall anything be done or placed within the premises which may be a nuisance, create unpleasant odors, or cause unreasonable embarrassment, disturbance, or annoyance to other Residents or the public

17) HARASSMENT

- I. No Harassment of any kind by residents will be tolerated toward Association staff/agents, the Board of Trustees, and/or other residents. Examples of harassment include calling, mailing, emailing, or confronting staff members or other residents to an excessive degree and/or issuing verbal or physical threats and/or inhibiting staff members from doing their jobs or residents from enjoying the condominium

18) UNIT DOORS

- I. No Resident may alter any lock or install a new lock on any door leading into their unit without the prior express written consent of the Trustees and under such stipulations as are deemed necessary.
- II. Passcode, wireless, and electronic locks are not permitted without the Board's prior written approval.
- III. Residents must not paint, decorate, adorn or place signs upon the outside of the Unit, including the unit doors without the prior express written consent of the Trustees and under such stipulations as are deemed necessary.
- IV. During the period from Thanksgiving through January 2nd, one seasonal decoration may be hung on the outside of the unit door that leads to the hallway. Such decoration may be hung only with a clear command hook (no nails or other hanging devices may be used). Decorations may not have lights or contain real or live decorations. No additional decorations on the outside of the door or around the door are allowed (this includes tables, plants, doormats, garland around the door frame etc). No decorations are allowed on the balconies at any time or attached to the glass sliding doors.

19) UNIT USAGE

- I. The use of any residential unit for a purpose other than as a residence is prohibited.
- II. Residents are not to permit the regular or consistent entry of customers, vendors, or clients into the Unit for business purposes. These restrictions do not prohibit a resident from having a home office that does not generate foot traffic to/from the Condominium.
- III. Use of the Units is restricted to activities that do not violate any applicable laws, statutes, codes, regulations, or ordinances governing the property

20) SATELLITE DISHES

- I. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the Unit. 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 is 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 ("FCC") 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.

- II. "Transmission Antennas" mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. Transmission antennas are prohibited except to the extent authorized by applicable law.
- III. No resident shall install a Reception Antenna on any portion of the Common Areas and Facilities unless the area is an Exclusive Use Area pursuant to the provisions of the Master Deed creating the Condominium.
- IV. A Reception Antenna shall not encroach on the air space of another owner's Unit or onto the general Common Areas and Facilities. Rather, the Reception Antenna must be kept within the boundary of the Exclusive Use Areas.
- V. For purposes of this rule, residents shall include owners, tenants, and/or lessees of Units in the Condominium Association.
- VI. If a Reception Antenna is installed in Exclusive Use 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 the reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite dishes be larger than one meter in diameter;
 - B. Reception Antennas must be placed in areas that are shielded from view from outside the project 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 unless no acceptable reception is available in any Exclusive Use Area. In no event may antennas be installed on roofs, lawns or other Common Areas and Facilities. If a resident wishes to run wiring through Common Areas and Facilities 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. All wiring shall be run so as to be as inconspicuous as possible.
 - C. Reception Antennas and similar structures shall not be placed in areas where it blocks fire exits, walkways, 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 (2) feet of electric power lines and in no event shall they be placed

- within an area where it would interfere with or be subject to interference from the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- E. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the general Common Areas and Facilities or the Units, void any warranties of the Association or other owners, or impair the water tight integrity of the buildings.
 - F. The residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to (1) repair, maintain, remove and replace the Reception Antenna; (2) repair damages to the Common Areas and Facilities, the Unit, other Units, and other property caused by the installation, existence, or use of the Reception Antenna; (3) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (4) reimburse residents of the Association for damages caused by the installation, existence, or use of the Reception Antenna. If the installation is made by a contractor, evidence of insurance of the installation in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional named insured, all as set forth in exhibit attached hereto and incorporated herewith.
 - G. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the applicable surface. Otherwise, Reception Antennas shall be attached to a pole which is mounted in a weighted base of sufficient weight to prevent falling under anticipatable 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 Facilities and abuts/adjoins the Exclusive Use 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 of this purpose, if such has been established.
- VII. To the fullest extent permitted by the law, residents shall indemnify and hold harmless the Board, the Board's representatives, consultants, agents, attorneys and employees, unit owners, tenants, guests, and invitees, or any of them, from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees arising out of or resulting from the installation of any Reception Antenna contemplated hereunder.
- VIII. Notwithstanding any provision hereunder, the Board shall report, upon compliance by the resident of this rule, the installation of any Reception Antenna to the Master Insurance Policy. Said resident shall thereafter be responsible for any increases in the insurance premiums as a result of any installation contemplated hereunder, and agrees to remit to the Trustees any monies due and owing as a result thereof within thirty (30) days of being assessed the same.

Further, notwithstanding the provisions of the Condominium documents, the cost in excess of available insurance proceeds of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work contemplated hereunder by the resident shall be charged solely to the resident.

- IX. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
- X. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission ("FCC") or any court having jurisdiction over the matter. If, for any reason, the FCC or Court determines that there has been a violation, a fine equivalent to the maximum allowed under the Condominium documents shall be imposed. Notwithstanding the same, no attorney's fees shall be collected or assessed and no fines or other penalties shall accrue while a proceeding is pending to determine the validity of any restrictions. The resident shall have a period of twenty-one (21) days in which to comply with any adverse ruling by the FCC or court, and during such period, neither a fine nor penalty may be collected, unless the Trustees demonstrate in the above proceeding which resulted in an adverse ruling to the resident, that the resident's claim and the proceeding was frivolous.
- XI. Transmission antennas other than expressly authorized hereunder are prohibited.
- XII. 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.
- XIII. The Board may prohibit the installation of individual antennas if the Association installs a central antenna which provides residents with the same service that individuals would request, as long as the signal quality received by the central antenna is at least as good as that received by an individual antenna, and that further, the cost of the central antenna to the individual resident, including the share of installation costs and subscriber's fees is not greater than the cost of the individual antenna installation, maintenance and use, and the requirement to use the central antenna does not unreasonably delay the reception of video programming. In the event that there are individual antennas installed prior to the installation of a central antenna system, the Board shall have the right to require the removal of said individual antenna, so long as the Board compensates the resident for the installation of the same. Notwithstanding the above, the resident shall be required to pay to the Board a cost determined by the Board to be said unit owner's and/or resident's share of the installation costs and subscribers fees, so long as the same are not greater than the cost of the individual antenna installation, maintenance, and use.

21) MAIL/PACKAGES

- I. Each Unit is assigned one mailbox for the United States Postal Service (USPS) and two (2) copies of the mailbox key.
- II. To ensure proper delivery of mail, residents should include their Unit number on all mail.

- III. Any questions regarding postal service should be directed to the Postmaster at the local Post Office.
- IV. If a resident loses their mailbox key, the mailbox lock will require replacement and a new set of mailbox keys made. The cost of this will be \$100.00 paid directly by the Unit Owner.
- V. Any package left outside of a unit must be brought inside the unit the same day as delivery and shall not be left outside overnight.

22) CONSENT REVOCABLE

- I. Any consent or approval of the Trustees or its authorized Agent or Management Company given under the Rules shall be revocable at any time.
- II. These Rules and Regulations may be amended from time to time as provided for in the Trust. The Board shall have authority to enforce these regulations through the use of fines, legal action, etc.

23) MOVING POLICY

- I. A move is defined as a delivery or removal of large household items which would not fit in a standard passenger automobile. Further, the definition of "move" will include any such removal or delivery which requires the elevator to be shut off or blocked and/or the parking of vehicles as set forth hereunder.
- II. Appointments must be made with the Board through the Management at least five (5) days in advance of any move-in or move-out.
- III. Moving will be allowed Monday through Friday between the hours of 8:00 a.m. and 6:30 p.m. Saturday moves will be permitted between the hours of 8:00 a.m. and 5:00 p.m. Sunday moves are not permitted regardless of any circumstances.
- IV. Only one (1) move may be scheduled at one time. Said moves will be determined on a first come, first serve basis.
- V. Each Unit Owner is required to provide the Trust with a One Hundred and 00/100 Dollar (\$100.00) non-refundable fee for each move-in and move-out. This amount is strictly an administrative fee and is not a security deposit for any damages regarding the move-in or move-out.
- VI. Each Unit Owner and tenant shall be jointly and severally liable for all damages that occur during the move-in and/or move-out, and shall ensure proper elevator and common hallway protection measures are ensured (and shall arrange for wall padding where necessary).
- VII. The administrative fee hereunder shall be delivered to the Board no later than forty-eight (48) hours in advance of the move-in or move-out.
- VIII. The building shall be inspected by the Trust and/or the agent thereof prior to the move and a Statement of Conditions shall be signed by both representing the conditions of the common areas prior to the move. Further, after completion of the move, the building shall again be inspected by the Trust and/or the agent thereof regarding the post-move damages.
- IX. Prior to moving, the following items must be supplied to the Board and/or Management:

- A. Completed Unit information for emergency purposes;
 - B. Copies of the executed lease in the case of a rental. All such leases must comply with the provisions of the Condominium documents;
 - C. Administrative fee for move; and
 - D. Any other forms adopted by the Board pursuant to the Condominium documents, as amended.
- X. All moving shall be through an entrance or door designated by the Board and/or Management on the application for the move-in and/or move-out, as determined by the Board, in its sole discretion.