

8/15

INDIAN COVE CONDOMINIUM TRUST
RULES AND REGULATIONS

2/15/01

INDIAN COVE CONDOMINIUM MASTER DEED: Book 3125, Page 277
INDIAN COVE CONDOMINIUM TRUST DECLARATION OF TRUST: Book 3151,
Page 85

The following Rules and Regulations are designed for the benefit of the Indian Cove Community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living. Said Rules and Regulations are adopted pursuant to Article V, Section 5.8 of the by-laws of the Indian Cove Condominium Trust and shall be appended to said by-laws. Said condominium is located in South Easton, Massachusetts.

A. DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

1. "Residents" means and includes all unit owners, their assigns or lessees, and all persons residing in a unit as their domicile or legal residence. Residents will be held responsible for the acts of guests visiting their unit.
2. "Rules and Regulations" denotes the collection of written Rules and Regulations, issued to the residents of Indian Cove.
3. The term "Condominium" shall refer to the Indian Cove Condominium Trust.

B. RULES AND REGULATIONS

1. Use of Common Areas:

- a. The grounds of the common areas are for the use and enjoyment of all residents of Indian Cove. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the common areas without prior written Trustee approval.
- b. All Designated areas and facilities used for recreational purposes shall be used in such a manner so as not to damage, destroy, or otherwise materially impair said Common Areas and Facilities. These said Areas will be designated by the Trustees. No Unit Owner shall leave bicycles, toys, wagons, vehicles, benches, chairs, or other items in the Common Areas and Facilities overnight. The Trustees have the right to have items removed and disposed of at the owners expense.

RETURN TO

Return To
F. Bradford Townley
2 Pleasant Street
So. Natick MA 01760

2. Effect On Insurance:

No resident shall use his or her unit in such a fashion as to result in the cancellation of insurance or an increase the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gun powder, explosives, creosote, and all other materials considered combustible and/or hazardous by the Easton Fire Department or other government agency. (This rule exempts propane tanks for outside grills provided the propane is stored outside.)

3. Exterior Decorations, Lights, Fixtures, and Signs:

- a. The architectural and structural integrity of the buildings and the exterior of the units shall be preserved without modification. Without limiting the generality of the foregoing, residents shall not place or replace or change any decoration, light, fixture, or sign on the exterior of their unit, including exterior doors, decks, patios, privacy barriers, and balconies. This rule prohibits the drilling of holes and the use of nails to hang exterior fixtures.
- b. The Trustees may approve the seasonal use of exterior decorations on a temporary basis, at the discretion of the Trustees.
- c. This rule does not prohibit residents from installing dead-bolt locks or locks of a similar nature or design. Residents are encouraged to bring specific security concerns, including concerns relative to lighting, to the attention of the Trustees.
- d. Residents may not display "For Sale" or "For Rent" signs or advertisements of any kind in the windows of their unit.

4. Use of Decks:

- a. Decks shall be kept in an orderly fashion at all times. Residents shall not use decks for the storage of personal property (except grills) or in any other way which in the opinion of the Trustees detracts from the appearance of the Condominium.
- b. Grills may be used only in deck areas and fires should be controlled at all times. Excessive smoke which annoys neighbors is prohibited.

5. Laundry:

No resident shall hang laundry, rugs, drapes, and the like from any unit, or any appurtenance of a unit.

6. Mulch Bed Plantings and Potted Flowers:

Residents may plant flowers in mulch beds situated in front of or behind their units. This rule is subject to the following conditions:

- a. Only flowers may be planted.
- b. No flowers are to be planted outside the mulch beds.
- c. No rose bushes, trees, or shrubs are allowed

All flowers planted shall be removed at the end of the growing season, or earlier if the flowers have died. Maintenance of the flowers is the responsibility of the resident. Residents also may plant flowers in containers for use on steps and decks subject to the same rules applicable to mulch bed plantings.

The Trustees reserve the exclusive right to determine whether a particular planting, including a container planting, is of good taste and keeping with the character of the Condominium. Unsatisfactory plantings shall be removed.

7. Pets:

- a. The Trustees may insist upon not allowing a pet which the Trustees, in their sole discretion, determine interferes with the rights of other unit owners.
- b. All dogs must be licensed by the Town of Easton.
- c. All pets are to be walked on hand held leashes. Pets may not be confined to common areas by chains, anchors, ropes, or the like.
- d. Pets are not allowed to defecate or urinate on Condominium lawns, shrubs, shrub beds, or pavement. Pets are to be taken to the wooded area, across from the tennis courts or into the woods around the perimeter of Indian Cove.
- e. Any resident who witnesses a violation of the aforementioned rules should send a written notification (complaint) to the Indian Cove management office detailing the offense. The complaint must be signed by the resident filing the complaint.
- f. Upon receipt of a signed complaint, the management office representative will immediately send a written notice of the complaint to the pet owner. Pet owners are entitled to review all written notices regarding their pet.
- g. Residents shall prevent their pets from becoming nuisances to adjoining residents, including but not limited to, noisy pets.

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INDIAN COVE CONDOMINIUM MASTER DEED: Book 3125, page 277
INDIAN COVE CONDOMINIUM DECLARATION OF TRUST: Book 3151, page 85

The following replaces Rule 7. Pets, INDIAN COVE RULES AND REGULATIONS: Book 8967, page 159

7. Pets:

- a. The Trustees may insist upon not keeping a pet that, in their sole discretion, interferes with the rights of other unit owners.
- b. All pets must be registered with the Trustees within thirty days (30) of unit occupancy or pet acquisition. **No unit owner may have more than two pets. Allowable pets are dogs and cats.**
- c. All dogs must be licensed by the Town of Easton.
- d. Pets must be curbed and walked on perimeter of property.
- e. All pets must be walked on a hand held leash. Pets may not be confined to common areas by chains, anchors, ropes and the likes.
- f. Pets are not allowed to defecate on Condominium lawn, shrubs, shrub beds or pavement. Pets are to be taken to a wooded area, at which time, all waste products are to be immediately picked up and disposed of properly.
- g. Any resident who witnesses a violation of the aforementioned rules must send a written notification (complaint) to the Trustees and/or Management Company detailing the offense.
- h. Upon receipt of the complaint, the management company will immediately send a written notice of the violation to the pet owner. Per owners are entitled to review all written notices regarding their pet. The name of the complainant will not be disclosed.
- i. Residents shall prevent their pets from becoming nuisances to adjoining residents, including, but not limited to, noisy pets.
- j. Any pet owner who violates the aforementioned rules/regulations is subject to specific action based upon the following criteria:
 - (i) Specific Action
 - 1st Offense warning
 - 2nd offense \$10.00 fine
 - 3rd offense \$25.00 fine
 - 4th offense \$50.00
 - 5th & repeating \$100.00
- (All fines are payable to Indian Cove Condo. Association).
- k. Pet owners are responsible for any damage caused by their pet. Charges to restore or replace the damaged property, at then current contact rates, will be the responsibility of the pet owner.
- l. Condominium owners who lease/rent their unit are liable for any violations of the pet rules and regulations of their tenants.
- m. Condominium pet owners are not liable for damage caused by animals owned by non-condominium residents, except guests.

RETURN TO

Franklin Square Management
P.O. Box 2283
Plainville, MA 02762

- h. Residents are responsible for any damage caused but their pet. Charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the residents.

8. Radios, Phonographs, Musical Instruments:

The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy the residents of neighboring units.

9. Abuse of Physical Plant

The Trustees may charge to any resident any damage to the mechanical, electrical, or other building service system of the Condominium caused by such resident's misuse of the systems. This rule applies to any misuse caused by any resident's agent, servant, or employees.

10. No Offensive Activity:

- a. No noxious or offensive activity shall be carried on in any unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance, nuisance or disturbance to other residents or occupants. (Ex. lawn-parties, picnics, organized games, etc.). No resident shall make or permit any disturbing noise by himself or herself or his or her family, servants, employees, agents, visitors, and licenses and pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts, or convenience of the other residents.
- b. Each resident shall keep his or her 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, windows, or decks thereof, any dirt or other substances.

11. Parking:

The following restrictions and regulations shall apply to parking within the Condominium.

- a. The parking spaces may be used for parking of private, noncommercial automobiles and all such vehicles must be fully registered in accordance with applicable statues and regulations. NO commercial vehicles, motorcycles, boats, trailers (whether capable of independent operation or attached to automobiles or other vehicles), unregistered vehicles and the like may not be parked unless written consent of the Trustees of the

Condominium is first obtained. Commercial vehicles will be defined as equipment burdened and/or vehicles with logos on it. The cul de sac is available primarily for guest parking. Additional type vehicles may be granted permission with prior permission from the Trustees. Only one (1) vehicle is allowed in each parking space and "piggy-back" parking is strictly prohibited. Trucks/Vans without writing or logos may be parked in parking spaces. Equipment burdened trucks would be considered commercial vehicles and be prohibited.

- b. All vehicles shall be parked head in, except for temporary circumstances.
- c. The visitor spaces, which are part of the common areas of the Condominium, shall be shared by all residents and their guests on unreserved basis.
- d. Anytime the number of vehicles identified with a unit (whether vehicles of the residents, guests, or both) exceeds two spaces deeded to the unit, plus one visitor's space in accordance with the subpart © of this section, all excess vehicles identified with the unit shall be parked at the cul de sac near the tennis court.
- e. No vehicle is permitted to park in designated fire lanes or restricted parking lanes. No vehicles shall be parked so as to block access to any roadway or parking lane.
- f. Unit owners, occupants, or guests may NOT engage in recreational activities, games, sports, bicycle riding, or other such activities in or on the parking areas and roadways of the complex in so much as such activities may constitute a safety hazard to the participants, occupants, and guests of Indian Cove Condominiums.
- g. No vehicle repairs such as oil changes, etc., are allowed on the premises.
- h. The numbering and assigning of parking spaces will continue in sections 1-20 and 21- 40. Each unit is assigned two spaces, one of which may be a driveway if it is a parkable driveway. (Units 1, 10, 15, and 16) Not withstanding the above, current unit owners in units 1-20 who have two spaces in addition to a driveway, will continue to have these spaces. In the event that these unit owners move, the additional space will become a visitor space.

12. Dumpsters:

Garbage and rubbish must be wrapped and put into, not onto, the dumpster. Areas in front of the dumpsters are not to be obstructed at any time in any manner. Violation of this rule will be followed by immediate removal of the rubbish at the Resident's expense. All cartons must be broken and flattened before placing in dumpsters.

13. Recreational Vehicles:

Riding or parking of any pedal-powered or motorized vehicle, including automobiles, on the lawns and the sidewalks of the Condominium is strictly prohibited.

14. Rentals/Offsite Unit Owners:

- a. All offsite unit owners shall register with the condominium management company the names, addresses and phone numbers of tenants in each unit owner within seven (7) days of commencement of the lease for said units.
- b. The Trustees reserve the right to screen prospective leases and to require the use of a standard lease.
- c. All offsite unit owners are responsible for the acts or omissions of any leases, and shall be liable for violations of any rule or regulation by said leases.
- d. Offsite unit owners shall protect the rights of unit owners who reside in units adjoining the rental property by enforcement of excessive noise and parking regulations contained in these rules and regulations.
- e. The Trustees reserve the right to require separate damage deposits from the owner of the rentals, to be held in escrow.

15. Tennis Court:

The use of the tennis court is restricted to Unit Owners on a first come first serve basis. Guests of Unit Owners may use the tennis court only if the Unit Owner is present at court side. The tennis court is to be shared by all Unit Owners allowing for a reasonable time to complete a game or games. Unit Owners and guests using the court area are responsible for cleaning up all debris and securing the gate when leaving. The tennis court is to be used solely for the playing of tennis. No bicycles, roller skates, skateboards, or any other similar items are to be used within the court. Tennis shoes are to be worn on the court. Climbing the fence to retrieve balls or gain access is prohibited.

16. Snow Removal.

The snow plows will open the main roads of the complex first within one hour after a storm ends. All cars must be removed from their parking spaces by 10:00 AM and left in the cul de sac by the tennis courts until the parking areas are clear. Trustees reserve the right to tow cars which do not comply with this rule.

17. Penalties for Violation of Rules and Regulations:

- a. Violation of any Rule or Regulation, or the breach of any provision of the Declaration of Trust, by-laws, Master Deed, or of the offending owner's unit deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against unit owners or residents for such violations.
- b. Any owner who violates the aforementioned rules/regulations is subject to specific action based upon the following criteria:

Specific Action:

1 st Offense	written warning
2 nd Offense	\$ 10.00 fine
3 rd Offense	\$ 25.00 fine
4 th Offense	\$ 50.00 fine
5 th Offense and beyond	\$100.00 fine

(All fines are payable to: Indian Cove Condominium Trust.)

- c. Condominium owners who lease/rent their unit are liable for any violations of the rules and regulations by their tenants.
- d. In instances where vehicles using the parking areas and facilities of the Condominium do not comply with the rules and regulations, or in the case of unregistered vehicles, and illegally parked vehicles, the Trustees are authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles. This is in addition to the levying of fines as outlined above.
- e. Each day of violation shall be considered a new violation.
- f. Collection of fines may be enforced against the Residents involved as if the fine were common area charges owed by the particular Resident. In case of persistent violations by a Resident, the Trustees shall have the power to require such Resident to post reasonable bond to secure adherence to said Rules and Regulations, Declaration of Trust, by-laws, Master Deed, or the said Unit Deed.

18. Attorney's Fees and Costs:

Any Resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, by-laws, Master Deed, or the said Unit Deed, (as the same may be amended and from time to time) or is responsible for any such violation, shall pay all costs and expenses incurred by the Trust, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-laws, Master Deed or the said Unit Deed

19. Resident's Right to Hearing:

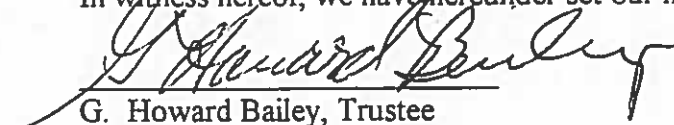
Any resident aggrieved by any fine or penalty imposed by the Trustees shall have the right to a hearing before the Board of Trustees, provided however, that said resident requests a hearing in writing within ten (10) days of the Trustee's act or action which forms the basis of the resident's grievance. Said hearing shall be held within fourteen (14) days of the receipt of the written request for a hearing and shall be conducted in closed session, unless the resident requests in writing that the hearing be open to all residents.

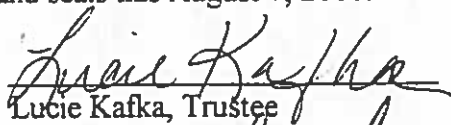
20. Amendments of Rules and Regulations:

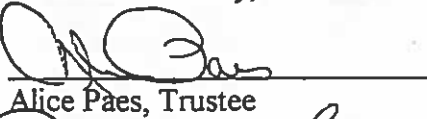
These Rules and Regulations may be amended from time to time, as needed, by a majority vote of the Trustees. Any amendments will be recorded at the Bristol County Registry of Deeds.

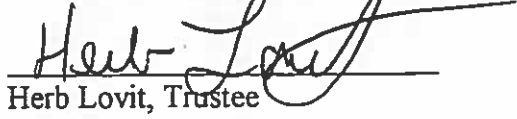
These Rules and Regulations are duly adopted by the Indian Cove Board of Trustees on August 7, 2000 and shall be recorded at the Bristol County Registry of Deeds.

In witness hereof, we have hereunder set our hands and seals this August 7, 2000.


G. Howard Bailey, Trustee


Lucie Kafka, Trustee


Alice Paes, Trustee


Herb Lovit, Trustee

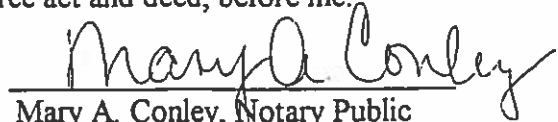

Ronald Grant, Trustee

COMMONWEALTH OF MASSACHUSETTS

Bristol, SS

August, 2000

The personally appeared before me the above-named G. Howard Bailey, Alice Paes, Ronald Grant, Lucie Kafka, and Herb Lovit, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me.


Mary A. Conley, Notary Public
My Commission expires 10/23/03