

RULES AND REGULATIONS

BALLARDDVALE CROSSING CONDOMINIUM

These Rules and Regulations are adopted for the benefit of owners of Units at BALLARDDVALE CROSSING Condominium (the "Condominium"). They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere with, restrict, or burden the use of property.

All residents and guests are expected to abide by these rules which are meant to supplement the provisions of the Master Deed and Condominium Trust for the Condominium.

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

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

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

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

2. ADDITIONS TO EXTERIOR OF THE BUILDING; Changes or fixtures affecting the appearance of the exterior of any building, such as, without limitation, skylights, chimneys, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screens and enclosures, statues, urns, animal facsimiles, fences, landscaping, vegetable or flower gardens, or the like shall be made only with the written consent of the Trustees of the Condominium Trust (the "Trustees").

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

Each Unit Owner shall keep 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, or windows thereof, any dirt or other substance.

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

4. **OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS;** Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside the Unit, except for appropriate seasonal use furniture, which when used outside, shall be maintained and located on the patio only and in such fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.

5. **OUTDOOR GRILL;** Grills shall only be allowed on patios, balconies and terraces as long as their presence does not violate any local, state or federal laws and regulations .

6. **APPEARANCE;** All window treatments shall be white as seen from the exterior of the building (i.e. curtains with a white liner or blinds that are white on the exterior side). No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a Unit or on a patio, terrace or balcony or exposed on any part of the Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be shaken or hung from or on any of the windows or doors, nor shall a Unit Owner sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

7. **STORAGE;** Except for storage in the storage areas and/or garages assigned to a unit, or in other areas as may be designated by the Trustees, there shall be no storing or parking of the baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, or other items in any part of the Common or Limited Common areas. No Unit Owner shall be allowed to store any items whatsoever in their Unit's attic..

8. **FLAMMABLES STORAGE;** No Unit Owner or occupant or any of his agents, lessees, or visitors shall at any time bring into or keep in his or her Unit or the common areas any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids as are customary for residential use may be kept in units.

9. **IMPROVEMENTS TO COMMON AREAS AND FACILITIES;** Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Trustees, or in such cases as written permission of the Trustees has been obtained. Planting of fruits or vegetables is absolutely prohibited in or on any Common, or Limited Common Areas.

10. **IMPROPER USE OF COMMON AREAS AND FACILITIES;** There shall be no use of the Limited Common Areas or Common Areas and Facilities which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance of annoyance to the owners in the enjoyment of the Condominium. There shall be no obstruction of the common areas and facilities without the proper consent of the Trustees except as expressly permitted in the Master Deed, in the Declaration of Trust or in these Rules and Regulations.

No unauthorized person, including Unit Owners, shall be permitted on the roof of the condominium buildings.

There shall be no organized sports activities, or picnicking or fires, except in those areas, if any, which are approved for such use in writing by the Trustees. Frisbee throwing and ball playing are not allowed on the property. Under no circumstances may a fire of any kind be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the local Fire Department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority.

11. HOUSEHOLD PETS; No more than one (1) common domestic pet weighing a maximum of twenty (20) pounds shall be kept in any unit. Such animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if properly caged). Under no circumstances are reptiles or "exotic" animals to be kept in any unit. Upon petition by any unit owner, the Trustees shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only unit owners may petition the Trustees for variance of this restriction. There shall be no breeding of any animals in any unit. Provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Trustees. All dogs, cats, and other pets must be leashed and shall not be permitted to run loose. Unit Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas. No cages or "runs" shall be constructed on the Common Areas.

a. Any unit owner or occupant desiring to bring a pet into the community must register the pet with management. Such registration shall include a copy of this regulation signed by the unit owner or occupant and a member of the Trustees of Trustees. A copy of the registration shall be placed in the minutes of the Trustees meeting following the signing.

b. No dog shall be allowed in or on the Common Areas or Limited Common Areas unless it is on a leash held by the unit owner, occupant or other responsible individual.

c. No pet shall be tied to any Common Area or Limited Common Area at any time.

d. The defecation by any pet on any Common Area or Limited Common Area shall be immediately properly disposed of by the owner.

e. The repair of any damage caused by a pet, including but not limited to staining of grass and shrubs, shall be the responsibility of the Owner of the Unit in which the pet lives. The Trustees of Trustees is authorized, in their sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, and the owner of the unit in which the pet lives shall be assessed the cost of such repair.

f. Any repeated disturbance caused by a pet shall be cause for the pet's removal from the premises, by vote of the Trustees recorded in the minutes.

g. All dogs shall have rabies and distemper vaccinations annually, proof of which shall be provided to management.

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

12. DRIVEWAYS AND PARKING AREAS; Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of other Owners and their tenants to the appropriate use of driveways and parking areas. With the exception of changing a flat tire, or cleaning, washing and/or waxing a vehicle, no type of vehicle maintenance is permitted within the confines of the Condominium. Use of the parking spaces and/or driveways for purposes other than parking (e.g. storage of furniture, automotive repair, maintenance, furniture refinishing, etc.) is prohibited.

13. VEHICLES; All Unit Owners will be required to register each of their vehicles with the Trustees.

Only cars and light trucks without signage are permitted to park overnight in the common parking or driveway areas. No recreational vehicles (campers, boats, motor units, etc.) or commercial vehicles will be allowed to park overnight except with the express written authorization of the Trustees of Trustees. When such permission is granted, the permitted vehicle must be parked in the common parking area and shall not be used as living quarters.

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

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

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

14. SNOW REMOVAL; During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their car from the parking area until the snow plowing is complete. The

Trustees are authorized to impose a per occurrence fine and/or tow at the owner's expense for failure to do so.

15. SIGNS; Unit owners may not display "For Sale" or "For Rent" signs in windows of or otherwise on the exterior of their Units nor may the Owners of Units place window displays or advertising in windows of such Units or on the Common Areas. Notwithstanding the foregoing, the developer reserves the right to display signs, create window displays or advertise.

16. ABUSE OF MECHANICAL SYSTEMS; The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.

17. CAMPER, TRAILER, BOAT, ETC., STORAGE; No trucks or similar heavy duty vehicles, snowmobiles, motorcycles, boats, utility trailers, boat trailers and camping trailers will be allowed within common or limited common areas of the Condominium unless appropriate, temporary or permanent storage arrangements have been approved in writing by the Trustees. This prohibition includes the overnight storage of such vehicles and equipment. When such permission is granted, the vehicle shall not be used as living quarters.

18. OFFENSIVE ACTIVITIES; No owner may use or maintain his or her Unit or the Common Areas appurtenant thereto for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive.

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

- (i) may be or become an annoyance or nuisance to the other Unit Owners or occupants;
- (ii) will interfere with the rights, comforts, or conveniences of other Unit owners or occupants;
- (iii) may or does cause damage to any other Unit or to the common areas and facilities; or
- (iv) results in the removal of any article or thing of value from any other Unit Owner's unit or from the common areas and facilities of the Condominium.

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

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

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

21. **TRASH DISPOSAL;** All garbage, trash, cans and bottles must be bagged or wrapped. No trash shall be placed in Common or Limited Common Areas. All trash must be disposed of in the designated trash dumpster. It shall be the Unit Owner's or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pickup. Trash articles will be deemed too large if they are unable to fit in the designated trash dumpster.

22. **STRUCTURAL INTEGRITY OF THE BUILDINGS;** Nothing shall be done in any Common Areas or Facilities which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said areas which would structurally change any building, without the prior written permission on each occasion by the Trustees.

23. **DAMAGE;** Any damage to any Building, Common Area or Limited Common Area caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants shall be the responsibility of the Unit Owner.

24. **SAFETY;** Each Unit Owner assumes responsibility for his own safety and that of his family, guests and lessees.

25. **PLUMBING;** Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. Plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed. Any damage to the plumbing system of any building resulting from such misuse shall be paid for by the Unit Owner.

26. **KEY, LOCKS AND ENTRY;** The Trustees or the Managing Agent may retain a pass-key to each Unit. The Unit Owner shall not alter any lock on any door leading to his or her Unit without the written consent of the Trustees or the Managing Agent. If such consent is given, the Trustees or the Managing Agent shall be provided with a key. In the event the Trustees must make a forced entry because of failure by the unit owner to provide the key, the unit owner shall be responsible for any damages caused by the entry.

The agents of the Trustees or the managing agent, and any contractor or workman authorized by the Trustees or the managing agent, may enter any Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insect or other pest, provided that such right will be exercised in such a manner as will not unreasonably interfere with the residential use of the Units.

27. **GUEST;** Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Trustees shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.

28. COMPLAINTS; Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Trustees as to what action has been taken. Each Owner has the right to protect his interest in the event the Trustees choose not to take action on a complaint. The Trustees are not required to take any action upon receipt of a complaint.

29. AMENITIES; Only residents of the Condominium and their guests may use the condominium amenities appurtenant to units in the Condominium, if any.

30. VENDING, PEDDLING OR SOLICITATION; No person, including any Unit Owner, shall enter, or go through the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Trustees. Notwithstanding the foregoing, nothing herein shall be construed as to limit Declarant, or its successors and/or assigns from engaging in such activities in connection with its sales, marketing and/or leasing activities.

31. AMENDMENT; These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided that a written communication is sent to each Owner advising her or him of the change.

32. DELEGATION OF POWERS; The Trustees shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

33. ENFORCEMENT; The Trustees are authorized, in their sole discretion, to impose monetary fines or penalties for violation of these Rules and Regulations. Further, the Trustees have the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which, under the circumstances, would be unfair or impractical to enforce.

Upon receipt, by the President of the Trustees or by the Managing Agent, of a signed written complaint alleging violation of any of the Rules and Regulations or other provisions of the Master Deed and Condominium Trust for the Condominium herein established or hereafter established or adopted by the Trustees the President of the Trustees, or in his absence, the Vice President together with a minimum of two (2) other members of the Trustees, without a formal meeting of the Trustees, shall make a determination as to the validity of the complaint. If in their determination the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to \$50.00 upon the violator; such fine is to be considered as an additional Common Charge to the account of the violator and shall be treated as such regarding late

penalties and a lien upon the property as elsewhere provided for in the Declaration of Trust. If after imposition of a fine the violation is not corrected or eliminated, the Trustees may assess additional fines of up to \$50.00 each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as common area, the Trustees shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

Any costs incurred by the Trustees to remedy or cure any violation of these Rules and Regulations or other provisions of the Master Deed and Condominium Trust for the Condominium as herein or hereafter established, shall be an additional common expense charged to the violator in addition to the Fifty Dollar (\$50.00) fine(s) levied upon the violator. Fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with his or her tenant for the payment of same.

In the event the Condominium institutes legal action for the collection of any fines or the enforcement then the Defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

34. RIGHT TO A HEARING; Any resident, owner, guest or occupant aggrieved by any fine or penalty imposed by the Trustees of Trustees will be granted a hearing, provided that said resident requests a hearing in writing within five (5) days of the grievance. Said hearing shall be held within twenty-one days of receipt of the written request for hearing, and shall be conducted in a closed session. The party aggrieved, the Unit Owner and/or his/her representative, and the complainant are required to attend the hearing.