

**COUNTRY CLUB CIRCLE Condominium
Rules and Regulations**

A. GENERAL USE OF UNITS

1. No Unit at COUNTRY CLUB CIRCLE CONDOMINIUM shall be used for any purpose other than residential housing, and uses normally accessory thereto, nor be used or maintained in a manner contrary to the Condominium Documents.
2. The Unit Owner bears full responsibility for their Unit and its inhabitants, and guests and their adherence to the Condominium Documents regardless of whether or not the Unit Owner resides at the COUNTRY CLUB CIRCLE CONDOMINIUM.
3. To help preserve and protect property values, each Resident will keep in good order, maintain and repair their own Unit in accordance with the provisions of the Condominium Documents.
4. The altering of structural components such as floor surfaces, or the removal or installation of walls within a Unit may only be done with the express prior written approval of the Board in keeping with all provisions of the Condominium Documents.
4. To help ensure a safe environment each Resident will take every precaution to prevent anything from falling or being thrown from windows, doors or over decks.
5. When sweeping or cleaning, each Resident will take care to avoid throwing dirt, water or any other substance off the decks or patios, onto the Common Areas or another deck or patio either adjacent or below.
6. Offensive activities carried out by any Resident, either willfully or negligently, which may be or become an annoyance or nuisance, or interfere with the rights, comforts or convenience of other Residents will not be tolerated, e.g. disturbing noises, loud music, slamming doors, car alarms, loud parties, etc.
7. It is the responsibility of each Resident to make sure that no activities are carried out and nothing kept in any Unit which would violate any law, or result in an increase or cancellation of the master insurance policy carried by the COUNTRY CLUB CIRCLE CONDOMINIUM.
8. Flammable, combustible or explosive fluids/materials/substances, or chemicals, may not at any time be brought into or stored in any Unit or garage (except such cleaning fluids as are customary for residential use).
9. For safety reasons and for compliance with Methuen Fire Department code, nothing should be stored in attics.
10. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirement, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. Residents will be liable for any damage or injury caused by any of these items installed in a Unit.

11. Residents may not display signs of any nature in the windows of their Unit, including "For Sale" signs.

12. To ensure privacy, Residents must install draperies, curtains, blinds or shades in all windows of their Unit. To preserve a uniform, pleasing appearance, the color of the drapes, curtains, blinds or shades visible from the exterior must be white or off white.

13. To help keep up the appearance of each building uniform, screens and window grids (the responsibility of the Residents) must be installed and kept in good repair at all times.

14. To help provide a quiet respite for Residents after the normal day's activities, washing machines, dishwashers, vacuum cleaners and automated exercise equipment, power tools and/or equipment emanating noise to the outside, cannot be used between the hours of 10:00 PM and 8:00 AM.

B. USE OF COMMON AREAS

1. Common Areas and Exclusive Use Areas are for the use and/or enjoyment of all Residents. Use of the Common Areas should be done in such a way as to prevent destruction to the property of any kind. Behavior or actions that result in an increase in the maintenance of the Common Areas, or cause embarrassment, disturbance or annoyance to other Residents will not be allowed.

2. In general, nothing may be built, installed, placed or stored on/in the Common Areas or Exclusive Use Areas without prior written permission of the Board.

3. Landscaping of the outside Exclusive Use Area is the responsibility of the Condominium Association. Therefore, Residents are not allowed to alter the landscape by planting or removing plants, trees, shrubs, etc. If you have recommendations for landscaping improvements please submit them in writing to the Board in care of the Condominium Board. Exclusive use areas must be maintained in a professional fashion and watered adequately in a reasonable manner by the Unit Owner. If the sod needs to be replaced at the Board of Trustee's discretion the Unit Owners will be responsible for the reasonable cost of replacement.

4. Residents must avoid littering. Papers, cans, bottles, cigarette butts and other trash are to be disposed of only in appropriate trash containers. Under no circumstances are such items to be dropped or left anywhere in the Common Areas.

5. Many of the Common Areas and Exclusive Use Areas are directly adjacent to Resident's Units. Out of respect for everyone's privacy and their right to a peaceful environment, offensive activities or behavior, either willfully or negligently, which may be or become an annoyance or nuisance to any other Resident will not be permitted. This includes disturbing or loud noises, rowdy games, parties, loud music, etc.

6. To help keep everyone's view of the property attractive, clothes, clotheslines, sheets, blankets, towels, laundry, or articles of any kind may not be hung out of a Unit window or on a deck or exposed on any part of the Common or Limited Common Areas.
7. To preserve architectural integrity, decks/patios may not be altered, e.g. installation of screening, awnings, antennae and the like. Projections of any nature that protrude from any of the Common or Exclusive Use Areas are not allowed.
8. The railings and posts of all decks should be free of all items that may fall off causing injury to another person(s). This includes planters and hanging flower pots. In the interest of safety nothing can be placed on top of railings — planters and hanging pots must be completely contained within the deck area.
9. To avoid rodents and animals no bird feeders may be placed anywhere on the common or Exclusive Use Areas of the Condominium property.
10. As everyone's taste is unique, lawn ornaments or other decor visible from the exterior of the premises may not be placed in any Common, Exclusive Use Areas.
11. Holiday decor (within each Unit and its associated deck/patio) is allowed to help observe holidays throughout the year. Decor must not be displayed more than thirty (30) days before the holiday and must be removed within thirty (30) days after the holiday being celebrated. No nail holes may be put in the entrance door to each Unit, decorations should be attached in such a way as to not cause damage to the door.
12. Christmas trees may not be placed in or near the dumpsters. Trees must be taken by the Resident to a designated disposal site for the Town of Methuen.
13. Except for appropriate seasonal use of furniture associated with open air patios or decks attached to each Unit, lawn furniture, bicycles, children's wheeled vehicles and toys, other personal articles and equipment may not be stored outside on the Common and Limited Common areas. Seasonal furniture should be maintained and located in such a fashion as to meet safety and aesthetic standards as established by the Board.
14. Household trash must be put out for pick up in designated areas in securely covered barrels and/or securely closed heavy duty plastic bags
15. Mailbox keys and the maintenance of your individual mailbox lock is the responsibility of the Unit Owner and/or Resident, not the Association. Upon the sale of a Unit the current Unit Owner must pass the keys on to the new Unit Owner.

C. VEHICLES/PARKING

1. Every Resident is entitled to easy egress to and from their parking space. Any Resident or their guests with a vehicle blocking access to another Resident's assigned parking space and/or

garage space may be subject to towing at the vehicle owner's expense, without notice, as well as other fines and penalties as set forth in the Condominium Documents.

2. Throughout the property "No Parking" areas have been posted, e.g. fire lanes, to provide access for emergency vehicles should they be necessary. No vehicle will be allowed to park in any areas other than those designated by the Board as parking spaces. No parking will be permitted in areas designated by signs or pavement markings as an area restricted to special parking for certain purposes. This includes Handicapped parking spaces.

3. Vehicles may not park on or over walkways, grass, landscaped areas, blocking fire hydrants, or in such a manner as may be unsafe or to impede access by pedestrians.

4. For the protection of pedestrians and drivers, unless otherwise posted by the Board, the speed limit on all streets and drives within COUNTRY CLUB CIRCLE property is fifteen (15) miles per hour.

5. Vehicle repair work may not be performed on COUNTRY CLUB CIRCLE property or in garages. Resident's will be responsible for any damage their vehicle and/or fluids from their vehicle causes to any Common or Limited Common Areas.

6. Unless otherwise specified in the Condominium Documents, no un-inspected or inoperable vehicle, no trailer, camper, house trailer, boat, recreation vehicle or equivalent is permitted to park on the premises of COUNTRY CLUB CIRCLE CONDOMINIUM. Further, all off road motorized vehicles, such as, but not limited to, dirt bikes, snowmobiles, ATV's, scooters or go-carts, are not permitted to be used or stored in any Common Areas or Exclusive Use Areas.

7. In addition, and notwithstanding any of the provisions within the Condominium Documents, no commercial vehicles will be allowed on the premises with the exception of personal pickup trucks which do not bear any lettering on the vehicle, or have ladder racks, snow plows, pipe holders, tools, or similar equipment. Commercial vehicles except for the above limited exception, shall include but not be limited to; school buses, semitrailer units, trucks, trailer combinations, tractors, and trucks

8. Vans, personal and commercial, shall be allowed on the condominium property only to the extent that they are registered, insured, inspected, and operable vehicles, displaying no lettering or signage, tools, ladders, pipe holders or similar equipment, in compliance with the provisions of the Condominium Documents.

9. Violations of the parking rules will authorize the Board and/or Management Company to remove the offending vehicle by means of towing from the property. All towing will be at the expense of the vehicle owner and may be done with no notice.

D. SNOW REMOVAL

1. The efficient removal of snow is important to everyone's safety. This challenge can only be met when everyone cooperates and works together. Policy and good common sense mandate that

all vehicles parked in outside parking areas must be moved for snow plowing according to the procedures and schedules established by the Board.

2. Snow removal will begin when snow accumulates to two (2) inches and will continue during and after the storm. Generally, if the snow stops at night, Residents should clean their vehicle off and move it to a cleared spot by the road by 8:00 AM (this applies to vehicles in front of garages as well). As soon as the space is cleared, Residents may move their vehicle back to their respective spaces.

3. When moving vehicles for plowing, they should be parked on one side of the street only to allow other cars and emergency vehicles to safely pass.

4. Vehicles not moved in accordance with the procedures and schedules established by the Board are subject to towing, without notice, at the owner's expense.

E. PETS

1. In each Unit, not more than one dog plus one domestic cat, of gentle disposition are permitted.

2. All pets must be leashed or carried at all times while in any Common Area.

3. Pets cannot be tied or left unattended at any time in the Common Areas.

4. Pets cannot be left unattended on decks or patios.

5. To preserve the landscape and promote a clean and safe walking environment for everyone, Residents must immediately pick up and properly dispose of all solid wastes deposited anywhere on the Common Areas and Exclusive Use Area by their pets.

6. Pets are not allowed to urinate on any part of the units, doorways, pillars, walkways, or landscaped areas, including grass which is killed by such fluids.

7. Pets are not allowed to urinate or defecate on any deck or patio, yours or anyone else's.

8. Pets will not be allowed to become an annoyance or nuisance to the other Residents or interfere with their rights, comforts or conveniences. Aggressive behavior at any time will not be allowed indoor or outdoors.

9. Repairs necessary for any damage to a Common Areas by a pet will be charged exclusively to the Unit Owner.

10. All pets must be registered with the Management Company within ten (10) days of the pet taking up residence in any Unit.

11. Dogs must be properly licensed by the City of Methuen and a copy of the license provided to the Management Company annually.

12. No livestock, horses, cows, sheep, goats, pigs, poultry, bees or other barnyard animals of any description, or snakes, reptiles or exotic animals of any kind, may be kept or maintained within any Unit or the Common, Limited Common Areas or Exclusive Use Area of the Condominium at anytime.

G. RENTAL/LEASING OF UNIT

1. Each Unit Owner who leases, rents or licenses the use of his/her Unit shall be personally responsible and liable for the actions of his/her lessees, tenants, licensees and all other occupants residing in the Unit, as well as their guests.

3. All lease or rental agreements shall be in writing, and a copy shall be submitted to the Management Company Board of Trustees prior to occupancy, and shall be specifically subject to the requirements of the Condominium Documents.

4. No Unit may be leased for less than a six (6) month period.

H. SATELLITE DISHES AND ANTENNA RESTRICTIONS

Notwithstanding any provision of the Master Deed, Declaration of Trust, By-Laws, and/or the Rules and Regulations of the COUNTRY CLUB CIRCLE CONDOMINIUM, the following Rules and Regulations regarding satellite dishes and antenna restrictions shall take precedent over the same:

1. 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 signal 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.

2. 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.

3. No Resident shall install a Reception Antenna on any portion of the Common Areas and facilities or the Exclusive Use Areas.

4. A Reception Antenna which encroaches on the air space of another Resident's exclusive use Area or onto the general Common Areas does not comply with this Rule and Regulation.

5. For purposes of this Rule, Residents shall include owners, tenants, and/or lessees of Units at the COUNTRY CLUB CIRCLE CONDOMINIUM.

6. If a Reception Antenna is installed in a Unit as defined in the Master Deed, such installation will 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 broadcasting satellite dishes be larger than one (1) meter in diameter;

b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than six (6) feet must receive the prior written approval by the Board. The Resident must submit an application including detailed drawings of the structure and methods of anchorage.

c) 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 or Exclusive Use Areas. Residents must first attempt to install the antennas within the Units. If an acceptable signal is not possible, Residents must next attempt to install the antenna on their Unit, preferably below the top level of the railing, as a second choice. All cable entry into the building shall be through the floor joists or headers below the floor line and into the basement. Weather tight cable entry systems shall be used. There will be no penetration of common elements for the purpose of attaching mounting elements or securing wire.

d) Reception Antennas and similar structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the project. The purpose of this Rule is to permit evacuation of the Units and Common Areas and Exclusive Use Areas to provide clear access for emergency personnel.

e) 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 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.

f) If Reception Antennas are allowed to be placed on the Unit, they must be painted to match, or be compatible with, the color of the Unit. In addition, the Board may require a Resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.

g) Any Resident installing, maintaining or using a Reception Antenna shall do so in a way that does not materially damage the general Common Areas or the Units, void any warranties of COUNTRY CLUB CIRCLE CONDOMINIUM insurance or other Residents, or impair the water tight integrity of the Unit.

h) The Residents who own or use the Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, cost to (1) repair, maintain, remove and replace the Reception Antenna; (2) repair damages to the Common Areas, 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 the COUNTRY CLUB CIRCLE CONDOMINIUM Board for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance from the installation company/party in satisfactory kinds and amounts shall be provided to COUNTRY CLUB CIRCLE CONDOMINIUM, naming COUNTRY CLUB CIRCLE Condominium Association Trust as an additional name insured, and provided to the Board prior to the installation.

i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the Unit or ground and have guide wires securing the device to the Unit.

j) 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, Residents, 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.

k) 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 will thereafter be responsible for any increases in the insurance premiums as a result of any installation contemplated hereunder, and agrees to remit to the Board 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.

l) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

m) No Resident may install more than one (1) antenna or more than one (1) satellite dish.

7. In the event of a violation of these Rules, COUNTRY CLUB CIRCLE CONDOMINIUM may bring an action for declaratory relief with the Federal Communications Commission ("FCC") or any court having jurisdiction over the matter. If the violation is for any reason, then if 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 Board demonstrates in the above proceeding which resulted in an adverse ruling to the Resident, the Resident's claim and the proceeding was frivolous.

8. Transmission Antenna's are prohibited.

9. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications. A copy of said plans and specifications shall be provided to COUNTRY CLUB CIRCLE CONDOMINIUM Board within seven (7) days of completion of the above installation.

10. The Resident is responsible for the immediate removal of the antenna if it must be removed in order for Carriage Homes to repair, paint, or maintain the area where it is installed.

11. If any of these provisions are found to be invalid, the remainder of these Rules shall remain in full force and effect.

I. POND ONE AND POND TWO

The Country Club Circle Condominium Association will maintain the wetland areas described as Pond One and Pond Two on the Recorded Plan. Said maintenance, inspection and work, if necessary, will be done on an annual basis. Any work will be paid through the annual budget. The Ponds are subject to an Order of Condition recorded at the Essex North Registry of Deeds at Book 14282, Page 322, including without limitation, special condition F & G contained therein.

J. VIOLATIONS AND FINES

The violation of any Rule and Regulation adopted by the Board, or the breach of the provisions of the Declaration of Trust, Master Deed, or of the offending Unit Owner's Deed, shall give the Board the right, in addition to any other rights set forth in the Condominium Documents, to enjoin, abate, or remedy by the appropriate legal proceedings, either at law or in equity (or both) any said breach. The Board shall have the additional power to levy fines against Unit Owners and/or Residents for such violations. Unless otherwise stated in these Rules, each fine shall be in the amount of Fifty and 00/100 dollars (\$50.00), with each day that a violation continues considered a separate violation. If the Rules provide for a different fine, said amount, as stated, shall be the applicable fine. Collection of fines may be enforced against the Unit Owners and/or Residents involved as if the fine were Common Area charges owed by the particular Unit Owner and/or Resident. In the case of persistent violations, the Board shall have the power to require the Unit Owner and/or Resident to post a bond or other security as they deem appropriate to provide for adherence to the Condominium Documents as they may be amended. In any action hereunder, the Unit Owner and/or Resident shall be responsible for all costs associated with any

enforcement action including, but not limited to, reasonable attorney's fees. A Unit Owner and/or Resident shall be jointly and severally liable for any violation of this provision.

Failure to pay Condominium Fees by the first of each month shall, in addition to all remedies under the Master Deed and Declaration of Trust, be a violation of the Rules and Regulations which shall subject the Resident to a fine of Twenty-Five and 00/100 dollars (\$25.00) for each violation. This fine shall be in addition to any and all charges which are assessed by the Board pursuant to the Condominium Documents including interest, attorney's fees and any other costs of collection. Notwithstanding any designation on checks and/or instruments and/or correspondence, any funds received will be applied first to past due interest, fines, and attorney's fees and special assessments.

The Resident and all mortgagee(s), in addition to the above, shall comply with all notice provisions pursuant to Chapter 400 of the Acts of 1992. The failure to comply shall result in the fines set forth hereunder. The Board shall additionally have the right to secure said information and assess the applicable party the costs of the same.

All remedies hereunder shall be cumulative.

K. SPECIAL PROVISIONS

The Board reserves the right to adopt and amend from time to time Rules and Regulations. Nothing hereunder shall limit the Board to adopt and amend reasonable regulations thereto. The Declarant may amend these Rules and Regulations at any time without consent of the Unit Owners until the termination date as long as it is an owner of a Unit.