

## RULES AND REGULATIONS

### BROCKTON MEADOWS TOWNHOME ASSOCIATION

#### INTRODUCTION

It is important that we preserve the living and architectural style that Brockton Meadows Townhomes represents. The goal of these Rules and Regulations is to provide reasonable, practical guidelines for the operation of Brockton Meadows Townhomes. All residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. The Board of Directors of the Association may approve Rules and Regulations based upon authority contained in Section 5.6 of the Declaration. References to the Board acting for and on behalf of the Association. The terms used in these Rules and Regulations have the same meanings as set forth in Section 1 of the Declaration.

#### GENERAL USE REGULATIONS

1. Please be considerate of other residents. Owners, Occupants and their guests may not engage in conduct which is a material annoyance or nuisance to others or which is threatening or harassing in nature. Owners and Occupants are responsible for the behavior of their families, guests and tenants while at Brockton Meadows Townhomes. The cost of repair of damage to the Property resulting from the acts of Owners and Occupants and their guests may be assessed against the Owner's Unit.
2. Owners and Occupants are obligated to comply with all applicable laws, ordinances and regulations of municipal and other governmental authorities. If an Owner or Occupant is charged with a violation by a governmental authority, the Owner or Occupant is obligated to indemnify, defend and hold the Association, and other Owners and Occupants, harmless from all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.
3. The Brockton Meadows Townhomes community is designed to be a residential community. Business or commercial activity may not be conducted, except for the limited, incidental activities described in Section 7. 4 of the Declaration.
4. For health reasons, garbage and refuse should be placed in leakproof trash bags and deposited in designated trash receptacles. Municipal regulations regarding garbage pickup apply.
5. Flammable substances may not be kept on the Property except in safe containers. No inherently dangerous items such as explosives may be kept on the Property at any time.
6. Except as expressly permitted by law, firearms, airguns and other devices designed to fire a potentially lethal projectile may not be discharged or carried on the Property, except for transporting the device to and from public property.
7. Persons authorized by the Board, or public safety personnel, may enter the Units at any time for the purpose of correcting any condition which is reasonably believed to present an imminent danger of serious loss or damage to any portion of the Property, or injury or death to any person. These authorized persons may also enter the Units upon reasonable advance notice for purposes of maintaining, repairing and replacing Common Elements or any parts of the Units which the Association may be obligated to maintain.

8. Persons who provide services to the Association are required to take direction only from the Board or Association officers. Comments regarding services or actions of persons performing work for the Association should be directed to the Board or to the manager.

#### USE OF COMMON ELEMENTS

1. Common Element grounds are for the joint enjoyment of all residents, and we ask that you be considerate of the rights of others.
2. Please use your best efforts to prevent the Common Elements from becoming unsightly. Personal property may not be stored, displayed or otherwise left outside the Dwellings, except as authorized by the Board.
3. Walkways, driveways and portions of the Common Elements used for access and from the Units, may not be obstructed, or used for storage, activities or any purpose other than access and authorized parking,
4. In order to preserve the aesthetic character and beauty of the Property, all originally installed plants, trees, landscaping and topsoil should be left undisturbed, except for routine maintenance.
5. The Board upon submitted owner request will consider new plants, trees and shrubs deemed appropriate or acceptable to the aesthetic character of the Common Areas.

#### USE OF PORCHES/ PATIOS

1. Each Unit is served by a patio and some units may have an optional four-season porch. The patios and porches are for the exclusive use of the Owners and Occupants of the Unit which has direct access to them, subject to the Declaration and to Rules and Regulations established by the Board from time to time.
2. Patios and porches are intended for the quiet use and enjoyment of the Owners and Occupants of the Units which they serve. Residents are asked to be considerate of their neighbors. Loud music, noisy late-night gatherings and other potentially disturbing activities on patios, porches and driveways are prohibited.
3. Permanent gazebo or shade structures, awnings or fencing is prohibited.
4. Hot tubs are allowed but proper foundation, installation, maintenance and safety need to be insured and the responsibility of the owner. Any electrical, plumbing or other utilities must be done in accordance to the manufacture's instruction and any applicable local, city or building codes.
5. Kiddie pools – portable are acceptable if they are moved periodically to avoid damaging the lawn.
6. Additional planter beds, garden and patio space concepts can be submitted to the Board for approval. Utilities, foundation concerns and sprinkler location may come into play and costs to relocate, adjust or associated costs may and can be charged to the Owner.

7. Gas firepits are allowed and need to be installed per manufacturer's instructions. Wood firepits must be positioned as to not damage grass or building exteriors and utilize a cover to control sparks and possible fire threats.
8. Gas Grills should be situated far enough from the exterior as to not cause damage.

#### ARCHITECTURAL AND EXTERIOR RESTRICTIONS

1. No Person may modify or change the appearance of the exterior of any Dwelling, except in accordance with the architectural control requirements set forth in Section 8 of the Declaration. Owners and Occupants have the responsibility for obtaining approval from the Board prior to making any exterior changes to their Dwelling or Unit. If any exterior change is made without approval by the Board, the Association has the right to remove the unapproved items at the expense of the owner of the Unit.
2. Additional buildings, animal enclosures, tents, awnings, shelters, additions, poles or other structures or physical improvements of any kind, temporary or permanent, which are visible from the exterior of a Dwelling, are prohibited without the prior written approval of the Board as set forth in Section 8 of the Declaration.
3. Identification, signs or displays of any kind may not be placed anywhere on the Property without prior approval of the Board, except for a customary "for sale" sign if a Unit is for sale. Please contact the Board or manager for other guidelines.
4. The installation and use of antennas, satellite dishes and other comparable communications devices shall be governed by applicable federal and state laws and regulations. Owner and Occupants shall be responsible for all maintenance and repair of the antenna, satellite dish or other comparable communications device and any maintenance or repair to the Property which arises out of the installation or use of such equipment,

#### VEHICLES AND PARKING REGULATIONS

1. Vehicles and trailers of any type, whether motorized or not, must be kept in garages or driveways when not in use due to the limited parking areas on the Property and the appearance of the area.
2. Outside parking may be limited during periods of snow removal or maintenance. Inoperative or unlicensed vehicles or recreational equipment may not be left anywhere on the Property, except in the Owner's garage. All vehicles required by law to be licensed or registered must have current registration and license tags, as applicable.
3. Inoperative or unlicensed vehicles or recreational equipment may not be left anywhere on the Property, except in the Owner's garage. All vehicles required by law to be licensed or registered must have current registration and license tags, as applicable.
4. Driveways and other street parking may be used only for guest parking, and not for parking or storage of Owners and Occupants' vehicles, trailers, boats, recreational equipment or other personal property. Guest vehicles may be temporarily parked in driveways, or on public streets as authorized by city ordinances. Garage stalls must be used for parking of the Owner's or Occupant's vehicles, and no garage may be used for storage or converted to another use which

would prevent the parking of the Owner's or Occupant's vehicles in the garage. The Association reserves the right to tow, and fine the owner of, any vehicle parked in an unauthorized area or manner.

5. Vehicles that are parked in the driveways should not block the sidewalk.
6. Please respect the space and accessibility to the mailboxes for the Postal and delivery services and other owner's ability to get their mail.

## ANIMALS

1. Common, domesticated house pets such as dogs, cats, fish or birds may be kept by an Owner or Occupant in his or her Dwelling, subject to these Rules and Regulations. No other animals may be kept anywhere on the Property. Birds, fish and other comparable house pets (other than dogs and cats) shall be kept in appropriate cages or tanks within the Owner's Dwelling.
2. A maximum of two dogs or two cats, or one of each, may be kept in any
3. A pet must be housed and maintained exclusively within the Owner's Dwelling, except when under the direct control of the owner or other responsible person. Outdoor pet houses, shelters or enclosures of any type are prohibited. No pet may be left unattended outdoors.
4. Owners are obligated to pay for any damage to the Property caused by pets for which they are responsible, and are obligated to hold harmless and indemnify the Association, and its officers and directors, against any loss, claims or liability arising out of any act of the pet. This includes dead grass spots, holes dug, scratches to the exterior materials.
5. Pets may be walked on the Property only in accordance with local leash laws.
6. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste, threatening or nuisance activity, will be cause for imposition of a fine on the Owner housing the pet and/or the removal of the offending pet from the Property. Decisions by the Board concerning the removal of a pet shall, upon written request of the affected Owner, be submitted to a vote of the Owners at a meeting of the Association; provided, that the Owner requesting the meeting shall pay the cost of calling and holding the meeting.
7. Notwithstanding anything to the contrary, no rules shall be imposed which restrict the keeping of a qualified "service animal" for a disabled or handicapped person in violation of any applicable state or federal statutes, regulations or rules.
8. The Board of Directors of the Association shall have the right to prohibit certain breeds of pets. For example, Pitbull Terriers are prohibited.
9. Although not enforced the Board expects all pets to be properly vaccinated in the event of any altercation with another pet or persons.

## LEASING

The Association has established the following qualifications and restrictions with respect to leasing of Units:

1. Lease terms are limited to a minimum of three and a maximum of twelve months, except for extenuating situations approved by the Board.
2. The Association may require that prospective leasing tenants be subjected to screening by a licensed rental screening agency selected by the Association, at the expense of the Owner.

3. All leases must be in writing, and the Board may require that an addendum to the lease, in a form specified by the Board, be included as a part of the lease.
4. The additional requirements and limitations contained in Section 7.5 of the Declaration must be observed by all Owners leasing their Units.

#### ADMINISTRATION

1. Waivers of specific Rules and Regulations for specific situations may be granted by the Board for good cause shown if, (i) the waiver is based upon an emergency or extenuating circumstances, (ii) the waiver will not violate the Governing Documents nor interfere with the rights of other Owners or Occupants, or (iii) the waiver is granted to other Owners and Occupants under the same circumstances. Waivers will not be granted unless an emergency or highly extenuating circumstances exist.
2. The Board has the authority to amend these Rules and Regulations, and make such other Rules and Regulations, from time to time, as it deems necessary for the use, safety, care and cleanliness of Brockton Meadows Townhomes, and for securing the common comfort and convenience of all residents.

#### VIOLATIONS/HEARINGS

When there is a violation of these Rules and Regulations or the Governing Documents, the Board is authorized to pursue various remedies. These remedies include legal action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, and the correction of any exterior condition in a Unit which violates the Rules and Regulations or Governing Documents (See Section 14 of the Declaration). Prior to the Board imposing a fine for any violation, the Board shall, upon written request of the offending Owner, grant the Owner a fair hearing. Please refer to Section 14.3 of the Declaration for a complete discussion of the rights of an Owner with respect to hearings,