

**PARADISE CREEK ESTATES CONDOMINIUM
RULES AND REGULATIONS
Exhibit "A"**

The intent of these Rules and Regulations is to foster and maintain a safe, clean and pleasing environment for the enjoyment of the Unit Owners of Paradise Creek Estates Condominium. All Unit Owners are obligated to be familiar with and abide by the terms and conditions contained within not only these Rules and Regulations, but all other documents governing the operations of Paradise Creek Estates Condominium. These Rules and Regulations may be amended from time to time as provided herein and in the Master Deed of Paradise Creek Estates Condominium.

A. AGE RESTRICTION

1. Individual living Units must be owned by or leased to persons who are at least fifty-five (55) years of age or, in the case of multiple owners or lessees of a Unit, at least one of whom is at least fifty-five (55) years of age; provided, however, that this requirement shall be satisfied if the Unit is sold, leased or otherwise transferred to a trustee or trustees of a trust if the Unit is occupied by at least one beneficiary of the trust who is at least fifty-five (55) years of age.

B. COMMON ELEMENTS

1. Use. No use shall be made of the common elements except as permitted by the Trustees.
2. Obstructions. Stairways and walkways are intended solely for normal and emergency access and egress, nothing may be placed in any stairway or walkway such that free passage is impaired, and there shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Trustees. Items such as bicycles and baby carriages may be left unattended at the front of the buildings or in the common elements for brief intervals and solely at the risk of their owners provided they do not impede or inconvenience others.
3. Horseplay. Children shall not be permitted to play nor shall any person(s) engage in horseplay of any kind in any of the common elements of the buildings.
4. Insurance. No Unit Owner shall permit anything to be done or be kept in his or her Unit or within the common elements which could result in the cancellation or increase in the rate of insurance on the condominium or which would be in violation of any law. No waste shall be committed in the common elements.
5. Exterior. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or any window, without the prior consent of the Trustees.
6. Roofs. No one other than the Trustees, its contractor or designated agent shall go out onto

the roofs for any reason other than emergency egress, nor shall any articles or devices (including but not limited to antennas) be placed or installed on the roof or any appurtenance thereto by anyone without the prior written consent of the Trustees, nor shall the personal property of any resident be placed on the roof under any condition.

7. **Placing of Names.** Unit Owners will not be allowed to put their names on any part of the building or common elements except in the proper places in or near the mailboxes provided for the use of the Unit in which they reside.
8. **Disturbances.** No offensive activity shall be carried on in the common elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners. No Unit Owner shall make or permit any disturbing noises by such Unit Owner or by such Unit Owner's family, servants, employees, agents, visitors, lessees, and licensees that will interfere with the rights, comforts or convenience of other Unit Owners.
9. **Structure.** Nothing shall be done in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building without the prior written consent of the Trustees.
10. **Appearance.** No clothes, clotheslines, sheets, blankets, laundry, or any other kind of article shall be hung out of a Unit or exposed on any part of the common elements. The common elements shall not be obstructed and shall be kept free and clear of all rubbish, debris, and other unsightly materials.
11. **Roadways & Walkways.** Except in areas designated by the Trustees, there shall be no parking of motor vehicles, playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs on any part of the common elements, except that roads, parking areas and driveways may be used for their normal and intended purposes.
12. **Signs.** "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the condominium or in any Unit therein. However, the right is reserved by the Seller or its agents, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units or on any part of the common elements of the buildings.
13. **Alterations.** Nothing shall be constructed in, altered or removed from the common elements except upon the written consent of the Trustees.
14. **Decorations.** No decorations or furnishings of any kind shall be placed anywhere on the buildings or in the common elements except upon the written consent of the Trustees.
15. **Responsibility.** The use of the common elements by Unit Owners and Non-Unit Owners as well as the safety and maintenance of all personal property of the Unit Owners and Non-Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners and Non-Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore, and each Unit Owner and Non-Unit Owner assumes responsibility

for such Unit Owner's or Non-Unit Owner's own safety and that of such Unit Owner or Non-Unit Owner's family, guests, agents, servants, employees, licensees and lessees.

C. GARBAGE, TRASH AND RECYCLING

1. **Garbage.** No garbage shall be allowed outside of any Unit at any time. Appropriate food waste should be processed through the in-sink garbage disposers and it is each Unit Owner's responsibility to be familiar with the proper use of said disposers. Fibrous matter such as corn husks, banana peels, artichoke leaves and/or anything else not readily pulverized or soluble, such as egg shells, should not be put through the disposers. Unit Owners will be required to pay for all repairs or replacements of the in-sink disposers installed in their Units as well as for the cost of service calls to clear stoppages caused by their misuse of the disposers installed in their Units. Food waste not suitable for processing through the in-sink disposers shall be accumulated within each Unit and taken, in tightly tied plastic bags, to the dumpster located near the buildings.
2. **Trash.** Trash other than garbage shall be disposed of by Unit Owners using appropriate plastic trash cans and liners, keeping their respective trash cans tightly lidded at all times, and tie the trash can liners tightly when disposing of them. Trash cans must be delivered to the curbside along each respective Unit for pick up no earlier than the afternoon of the day preceding pickup and must be retrieved before the end of the day of pickup.
3. **Recycling.** Recyclable items must be properly prepared, sorted and segregated according to instructions distributed by the Town. Containers must be delivered to the curbside along each respective Unit for pick up no earlier than the afternoon of the day preceding pickup and reusable containers (blue bins) must be retrieved before the end of the day of pickup.
4. **Large Items.** Large items to be discarded, such as furniture, which will not routinely be picked up by the trash collection company which serves the building, shall be disposed of privately by the Unit Owner, and at the Unit Owner's sole cost and expense. Certain "hazardous" materials such as paints, volatile fluids, petroleum products and electronic devices, may also not be eligible for routine disposal. Under no conditions should such items be left in or around the common elements. Please contact the Trustees for further guidance.

D. EXTERIOR APPEARANCE

1. **Windows.** Nothing shall be hung from the windows or placed upon the window ledges. The foregoing shall not, however, interfere with the right of Unit Owners to select and install tasteful window treatments for their Units. Rugs or mops shall not be shaken or hung from or on any of the windows or doors.
2. **Exterior Devices.** No signs, antennas or any other devices may be displayed in, on, or projected from, windows or window sills without the prior approval of the Trustees.
3. **Doors.** You may not affix anything to the exterior surface of your front or rear door without first obtaining the written consent of the Trustees. Garage doors must be closed at all times when the garage is not in use.

E. COURTESY AND CONSIDERATION

1. **Noise.** At no time shall loud or disturbing noises be permitted to emanate from any Units or anywhere in the building. Between the hours of 11:00 PM and 8:00 AM Unit Owners shall not create nor permit any sounds from such sources as musical instruments, TV's, sound systems or gatherings of persons at such volumes that they can be heard outside their respective Units, and shall respond promptly and courteously to requests for modulation made by other Unit Owners.
2. **Large Parties.** Unit Owners shall exercise good judgment in setting reasonable limits on the size of any party or other gathering within their respective Units and under no conditions shall conduct or allow to be conducted any party or gathering, including but not limited to parties, at which large numbers of attendees, invited or uninvited, may arrive and congregate in or around their respective Units or anywhere in the common elements or in proximity to the building or whose behavior is unlawful, inappropriate or otherwise objectionable.
3. **Consideration for Others.** In general, Unit Owners shall not do, nor permit to be done, anything that may unreasonably interfere with the rights, comfort or convenience of others within the building.

F. SECURITY

1. **Lock Doors.** Be sure that all common elements doors are securely latched and, if applicable, locked behind you. When moving materials, do not prop doors open unless you or others known to you are present to monitor the immediate area and challenge intruders.
2. **Window Locks.** All windows are fitted both with locks and security tabs designed to limit the amount of opening. Unit Owners are encouraged to be familiar with and make appropriate use of these features.

G. PARKING

1. **Restrictions.** No repairing of vehicles shall be done within the boundaries of the condominium nor shall driveways be used for any purpose other than for the passage of vehicles.

H. PETS

1. Unit Owners shall have the right to keep no more than one pet within the Unit which they occupy, and said pet shall not be left unattended and must be leashed or restrained at all times in accordance with all applicable Ludlow ordinances. For the purpose of this Paragraph pets shall be defined as dogs, cats, birds and other small animals customarily available from breeders and pet shops and not prohibited by law from maintenance within residences. Specifically disallowed are reptiles, non-domesticated animals, agricultural animals and livestock, and breeds or individual animals considered or observed to be vicious, unpredictable and/or threatening. It is not the intent of this Paragraph to regulate

the presence of aquariums. Unit Owners and/or their agents or designees shall keep all animals under full control while they are anywhere within the common elements or in proximity to the building, promptly clean up any soil created by their respective pets, and by keeping said animals hereby agree to pay for the repair of any damages or injuries caused by them. The Trustees shall have the discretionary authority to approve short term deviations from the provisions of this Paragraph but any permanent exceptions or amendments hereto shall require the unanimous approval of all the MEMBERS.

I. GENERAL CONDITIONS

1. **Passkeys.** The Trustees or its designated agent may retain a passkey to each Unit.
2. **Reasonable Entry.** The Trustees or the managing agent, its agent or any contractor or workman authorized by the Trustees or the managing agent, may enter any room or Unit in the building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.
3. **Keys.** If any key or keys are entrusted by a Unit Owner or occupant or by any member of such Unit Owner's family, or by such Unit Owner's agent, servant, employee, licensee, lessee or visitor, to an employee of the Trustees, whether for such Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
4. **Discrepancies.** Please report any observed discrepancies, malfunctions and any other items in need of attention so that prompt corrective action can be taken.
5. **Bounced Checks.** There will be a charge of \$35.00 for each check that is returned for insufficient funds.
6. **Member Responsibility.** Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, guest, agents, servants, employees, licensees and lessees.
7. **Consents and Approvals.** Except as otherwise provided, any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees or by vote of the Unit Owners as provided herein and the Paradise Creek Estates Condominium Master Deed.