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**HARVARD RIDGE CONDOMINIUM
BOXBOROUGH, MASSACHUSETTS 01719
RULES AND REGULATIONS**

These Rules and Regulations are adopted for the benefit of Unit Owners at the Harvard Ridge Condominium. They are intended to preserve a clean, attractive environment and to assure the peaceful enjoyment of the Condominium.

All Unit Owners of the Condominium, as well as their Tenants, Visitors and Guests, are expected to abide by these rules, which supplement the provisions of the Declaration of Harvard Ridge Condominium Trust as recorded with the Middlesex South Registry of Deeds, Book 14561, Page 457; and the Master Deed of Harvard Ridge Condominium, as recorded at the Middlesex South Registry of Deeds, Book 14561, Page 426, as amended.

DEFINITIONS

For the purposes of these Rules and Regulations, “**Rules and Regulations**” refers to the Rules and Regulations of the Harvard Ridge Condominium Trust as outlined in this document. The term “**Condominium**” refers to the Harvard Ridge Condominium Trust as declared in the Declaration of Harvard Ridge Condominium Trust. The term **Association** refers to the organization of Unit Owners as defined in the Declaration of Trust. The term “**Unit Owner**” refers to the Owner or Owners of a Unit at the Condominium as recorded on a Unit Deed, or the principal Owner or Trustee of any such other entity recorded as Owner of a Unit Deed should the Deed be held collectively or in trust. The term “**Resident**” shall include anyone residing in a Condominium Unit, whether on a permanent or temporary basis, including but not limited to: Unit Owners, Lessees, Tenants, Occupants, Guests, and Visitors etc. The term “**Common Areas**” refers to the Common Areas and Facilities as defined in the Master Deed and other governing documents of the Condominium. The term “**Association Property**” refers to all of the buildings and grounds, both common and individual, of the Condominium. The terms “**Trustees**” and “**Board**” refer to the Board of Trustees of the Harvard Ridge Condominium as defined in the Declaration of Harvard Ridge Condominium Trust. The term “**Property Managing Agent**” refers to the management agent retained by the Trustees for management of the Condominium property and finances.

1. OWNERSHIP OF A UNIT

Each Unit shall be used only for residential purposes in conformance with Article 8(A) of the Master Deed of Harvard Ridge Condominium.

1.A OWNER INFORMATION

Within 15 days of the purchase of a Unit, the Unit Owner shall obtain a census form from the Property Management Agent, and shall provide the Board of Trustees, through the Property Managing Agent, with the completed form, with all information properly provided, and a letter signed by the Unit Owner(s) certifying that they have read and understand the Rules and Regulations and that any violations of the Rules and Regulations shall constitute a potential fine against the Unit.

1.B PURPOSE AND RESTRICTIONS ON USE

Each Unit shall be used only for residential purposes, with each one bedroom Unit to be occupied by not more than two persons (whether adult or children) and each two bedroom Unit to be occupied by not more than two adult persons or by a family consisting of not more than two adult persons and two children.

1.C GUESTS AND VENDORS

Unit Owners are responsible for supervising their Guests, Visitors, and Vendors, and for ensuring that their behavior conforms to these Rules and Regulations. Owners will be held responsible for the actions of their Guests, including any violations of these Rules and Regulations, and any damage to any property of the Association or to property of other Residents. If occupancy by Guests creates a nuisance to other Owners, the Trustees shall have the right to request that the Guests leave the premises of Harvard Ridge.

1.D LEASE OR RENTAL OF A UNIT

Units shall not be leased or rented for a period of less than 6 months, but existing leases may be extended (Tenancy at Will). Short-term rentals of less than 6 months through online marketplaces such as Air BnB are strictly prohibited. All leases and rental agreements must be in writing. The Unit Owner shall provide a copy of these Rules and Regulations to the Tenant(s). The Unit Owner shall also obtain a copy of the census update form from the Property Managing Agent and shall provide the Board of Trustees, through the Property Managing Agent, with the completed census form showing the name(s) of the Tenant(s) and all of the Tenant census information properly provided, a copy of the executed lease or rental agreement, and a letter signed by the Tenant(s) certifying that they have read and understand the Rules and Regulations and that any violations of the Rules and Regulations constitutes a breach of the Lease and subjects the Unit Owner to potential fines.

1.E SHOWING A UNIT FOR LEASE OR SALE

When showing a Unit for sale or lease the key lock box, if used, is to be located only in the mail hut for the corresponding building. Key lock boxes cannot be located in Common Areas such as doors or on doorway railings. Displaying "For Sale" and/or "For Rent" signs is prohibited

1.F MOVING IN AND OUT OF UNITS

New Residents moving into or Residents moving out of Units shall not move before 7:00 AM or after 11:00 PM. so as not to disturb their neighbors. Moving vehicles are to remain on the paved areas at all times, and parked in such a manner so as not to cause a disturbance to Residents. The exterior doors and attic doors of the Buildings are not to be blocked at any time nor are they to be propped open or left open.

2. PROPER USES OF COMMON AREAS AND FACILITIES

There shall be no use of the Common Areas and Facilities which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the Owners in the enjoyment of the Condominium.

Unit Owners are responsible for any damage to the internal and external Common Areas as a result of their activities, including the movement of any materials to or from their Unit or attic storage bin.

The exterior doors and attic doors of the Buildings are not to be blocked at any time nor are they to be propped open or left open.

2.A INTERNAL COMMON AREAS

There shall be no garbage, refuse or personal property in the Common Areas nor shall there be any item(s) which constitute a safety risk, violates fire/building codes, or which could have an impact on the Condominium insurance premiums. Storage in the attic area is limited to designated storage bins, as set forth in the Master Deed, as amended.

Individual door mats for each Unit are allowed but must be neutral in color, have finished edges and be sized to the area immediately in front of the Unit door. Mats may not be made of straw or any other material that sheds.

2.B EXTERNAL COMMON AREAS

Organized sports activities, car washing and fires are prohibited. Golfing on Association lawns is also prohibited. Picnics and outdoor cooking are limited to designated areas.

2.C SPEED LIMIT

Unless otherwise posted by the Trustees, the speed limit on all driveways and parking lots within the Condominium shall be ten miles per hour (10 MPH).

2.D OUTDOOR EQUIPMENT AND PLAYTHINGS

Cooking equipment, lawn furniture, bicycles, wheeled vehicles, toys and any other personal articles and equipment shall not be left outside a Unit or Building. Doing so constitutes a violation of the Rules and Regulations. The Association also reserves the right to remove said items. Outdoor cooking grills are allowed only in those areas designated for their use. Personal cooking grills are not to be tampered with or used by anyone other than their Owner without the express permission of the Owner. Common cooking grills (those owned by the Association) are to be properly maintained and cleaned after each use.

Where bike racks are provided by the Association, all bikes must be properly secured by their Owners in the racks.

2.E SMOKING:

Smoking of tobacco products of any kind, such as cigarettes, pipes or cigars, is prohibited in all interior Common Areas including the hallways, attics, laundry rooms, stairs, and entranceways as well as in all external Common Areas within 20 feet of the Condominium buildings. Smoking of any kind is prohibited on the building entrance landings. Residents are to dispose of all smoking residue, such as cigarette butts, in the appropriate trash containers and are not to drop them on the common property. Residents who smoke within a Unit are strongly encouraged to install and use an air purification system, and to seal their Unit appropriately to mitigate the circulation of second hand smoke from their Unit to the Common Areas and/or to other Units via open windows, under the doors, or through ventilation systems.

The Board reserves the right to require the Owner of any Unit to take effective steps to remediate second hand smoke emanating from within that Unit.

2.F PARKING AND VEHICLE STORAGE

There shall be no more than two (2) vehicles per Unit allowed to be stored on Association Property.

All vehicles owned or operated by Residents and parked within the Condominium Complex, must be registered with the Trustees through the Property Managing Agent. Parking is intended for the Residents of Harvard Ridge Condominiums and their Guests. Only registered private vehicles shall be allowed to park in any of the parking spaces. Notwithstanding any of the provisions within the Condominium Documents, none of the following types of vehicles shall be permitted to park on the premises of the Condominium Association: unregistered, uninsured or inoperable vehicles; trailers, campers, house trailers, boats; recreational vehicles of any type including All Terrain Vehicles; or equivalents of any of the above. Storage of Non-Resident vehicles is not allowed on the Condominium parking lots or premises.

Parking is limited to designated lined and paved parking areas. No parking in the fire lanes or in front of walkways. Vehicles parked in no parking areas or vehicles that impede snow plowing may be towed at the Owner's expense. Repairing or servicing of vehicles within the parking areas is prohibited. Vehicles without a current registration (license plate) or without a current inspection sticker, or vehicles rendered unserviceable due to an accident, will be towed at the Owner's expense if they have not been removed from the parking lot within 48 hours after having a notice posted on the vehicle. Dirt bikes, snowmobiles, ATVs and go-carts are not permitted to be used or stored on Association Property. No non-muffled or inadequately muffled vehicles or motorcycles will be operated within the confines of Harvard Ridge. Noise complaints due to such vehicles or motorcycles may result in fines to the offending Unit Owners.

3. MAINTAINING PROPER APPEARANCE

Changes affecting the appearance of the exterior of the buildings or property such as: windows, window boxes, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screens and enclosures, bird feeders, or any other changes shall be made only with the prior written consent of the Trustees.

3.A IMPROVEMENTS TO COMMON AREAS AND FACILITIES

Improvements to and landscaping of the Common Areas and Facilities shall be done only by suppliers approved by the Board of Trustees, or in such cases as permission of the Trustees has been obtained.

3.B ARCHITECTURAL INTEGRITY

No clothes, linens or similar materials shall be hung or otherwise left or be placed in or on the Common Areas and Facilities. No such articles shall be placed or displayed in a manner so as to be exposed to public view. There will be standard window coverings on windows and sliding doors (e.g. drapes, curtains or blinds) in a manner which will not detract from the quality or integrity of style of the appearance from the exterior.

Seasonal decorations should not be displayed prior to three (3) weeks before a holiday and must be removed three (3) weeks after said holiday. No decorations shall be permitted which will constitute a safety risk to individuals or the Association.

3.C LITTERING

There shall be no littering on the Condominium grounds. Paper, cans, bottles, cigarette butts and other trash are to be disposed of in the appropriate trash containers only, and under no circumstances are such items to be dropped or left on grounds or other Common Areas and Facilities of the Condominium. Leaving items alongside the trash containers shall constitute a violation of these Rules and Regulations.

All Residents agree to properly use and maintain the Common Recycling bins according to the guidelines in Addendum B, Recycling.

3.D BIRD FEEDERS

All bird feeders are to be located at a distance of at least 19 feet from the Condominium buildings. The Trustees reserve the right to require Residents to remove bird feeders on an as needed basis to combat rodent infestations in buildings if and when they should occur. Feeding stations for any other types of animals besides birds are prohibited in the internal and external Common Areas.

3.E SATELLITE DISHES / ANTENNAS

Antenna and Satellite Dish Restrictions were adopted by the Board of Trustees on February 19, 1997 as recorded with the Middlesex South Registrar of Deeds, Book 27108, Page 359. The Master Deed and Declaration of Trust do not provide for an area that is an exclusive use area as contemplated by the Telecommunications Act of 1996 which would allow the installation of a Reception and/or Transmission Antenna.

Therefore, no Resident shall install a Reception Antenna and/or Transmission Antenna, and the same shall be prohibited.

4. NOISE AND OFFENSIVE ACTIVITIES

Residents will be expected to reduce noise levels between 11:00 PM and 7:00 AM so that other residents are not disturbed. At no time are voices, musical instruments, radios, or televisions to be so loud as to become a nuisance to other residents. No person or persons shall do anything that will interfere with the rights, comforts, or convenience of Residents. No Owner may use or permit to be used his or her Unit or the limited Common Areas appurtenant hereto for any purposes or in any manner that is contrary to any present or future applicable law, rule, or regulation, or requirement of any Government authority; which may constitute a nuisance or be offensive, extra hazardous or disreputable; which could cause injury or damage to the Condominium or any part thereof; or which would in any way render void or otherwise impair the coverage or increase the rate of any insurance in the Condominium. No Unit Owner shall make or permit any disturbing noises by himself, his Family, Servants, Employees, Agents, Visitors, Tenants nor permit anything to be done by such persons which will interfere with the rights, comforts or convenience of other Residents.

5. PROPER MAINTENANCE OF UNITS AND BUILDINGS

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown any dirt or other substance from the doors or windows thereof..

5.A STRUCTURAL INTEGRITY OF THE BUILDINGS

Nothing shall be done in any Unit (such as removing a wall) or in or to the Common Areas and Facilities which will impair the structural integrity of the buildings, nor shall anything be done on or in said areas which would structurally change the buildings, without the prior written permission on each occasion by the Trustees.

5.B RENOVATIONS

Any renovations to Units shall be made between the hours of 8 AM to 6 PM and shall comply with all applicable local permitting requirements as well as with these Rules.

Any renovations to attic spaces deeded to individual Units by §3(c) of the First Amendment to the Master Deed of the Harvard Ridge Condominium must comply with the building specifications as determined by the Trustees to preserve the proper air flow, ventilation, and insulation of the attics. The Board reserves the right to require that any such renovations not in compliance with said specifications be amended at the sole cost of the Unit Owner of said deeded attic space. The Unit Owner shall request the current specifications from the Property Managing Agent prior to commencing renovations.

5.C REPLACING WINDOWS OR SLIDERS

Unit Owners must get prior written approval of the Board in advance of replacing windows or sliders to insure that the replacements maintain the current external appearance of the building and are in conformance with the Association's specifications.

5.D HOUSEHOLD PETS

No dogs are allowed anywhere on the Condominium property. Owners, Tenants, and Visitors are forbidden to bring dogs onto the property. Indoor cats or other indoor animals may be kept in any Unit only with prior written consent of the Trustees. No pet is allowed to be in any Common Area or outdoors unless on a leash or contained in a pet carrier and under control by the Owner.

The Trustees reserve the right to determine what other indoor animals, if any, are appropriate or restricted on the property or in any Unit, and the number of indoor animals to be allowed to be kept within a Unit. The Trustees further reserve the right to revoke the permission of any Unit to house indoor pets of any kind.

5.E NO GARBAGE DISPOSALS OR LAUNDRY EQUIPMENT IN UNITS

Garbage disposals and laundry equipment (including washing machines and dryers) are prohibited from installation and/or use in Units at Harvard Ridge.

5.F PLUMBING AND DRAINS

The toilets, sinks and other plumbing fixtures and apparatus shall be properly maintained at all times to prevent leaking and continuous running of water, and shall not be used for any purpose other than that for which they were constructed. No sweepings or any other type of debris shall be thrown therein. Any damage to plumbing systems of the buildings, the Common Areas, or other Units resulting from such misuse shall be paid for by the Unit Owner whose Unit created or contributed to the damage.

Residents shall not use chemical agents (such as Drano) to unplug clogged drains as they can damage the pipes and cause leaking, especially if the drain is "snaked" after use of the chemical agent. Chemical agents can also be damaging to the Waste Water Treatment Facility. Residents should call a plumber to unclog drains instead of using chemicals. If a clog is before the main stack of pipes or in a pipe that serves a Unit exclusively, the Unit Owner is responsible for the cost of clearing the clog.

6. CONDOMINIUM FEES AND LATE PAYMENT PENALTY

Condominium Fees are due on the first of each month. Failure to pay Condominium Fees by the tenth (10th) of any month, shall, in addition to all remedies under the Master Deed, Declaration of Trust, ByLaws and Rules and Regulations, and other Laws, be a violation of the Rules and Regulations, which shall subject the Unit Owner to a fine of twenty dollars (\$20.00) per month. This provision shall apply separately to each type of condominium fee, including the Regular Monthly Condominium Fee and any Special Assessments (whether a one-time assessment or an assessment paid in installments, with each scheduled payment subject to said late fees). These fines shall be in addition to any

and all charges which are assessed by the Board of Trustees pursuant to the Condominium Documents including, but not limited to, interest, Attorney's fees and any other costs of collection. Notwithstanding any designation on checks and/or other instruments and/or correspondence, any funds received by the Association will be applied first to late fees, past due interest, fines, Attorney's fees and special assessments.

Condominium Fees may either be paid in person at the offices of the Property Managing Agent, by electronic funds transfer, by special delivery, or by postal mail. Payments made by postal mail must be postmarked by the 10th day of the month to avoid late fees.

7. ADMINISTRATION OF RULES AND REGULATIONS

7.A 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 whatever agent or organization they deem appropriate.

7.B AMENDMENTS

These Rules and Regulations may be revised in any way from time to time, by the Trustees as conditions may warrant, provided that a written and/or electronic notice of changes is sent to each Owner of record at the time of the change.

7.C COMPLAINTS

Complaints of violations of the Rules and Regulations should be made in writing, signed and dated by the author, to the Trustees through the Property Management Agent. Whenever possible, the name of the complaining party will not be divulged to the alleged violator. The Trustees reserve the right to take whatever action they deem necessary to determine if a violation has occurred and if it has, to amend it.

7.D FINES FOR VIOLATIONS

The violation of any Rule and Regulation adopted by the Board, or the breach of any of the By-Laws, or the breach of any provision of the Declaration of Trust or the Master Deed or of the offending Unit Owner's Deed, shall give the Board the right, in addition to any other rights and remedies set forth in said 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 for violations of these Rules and Regulations. Each fine shall be in the amount of twenty dollars (\$ 20.00), with each day that a violation continues considered a separate violation. In the case of multiple occurrences of the same violation, each occurrence of the violation shall be considered a separate violation, subject to an additional fine in the amount of twenty dollars (\$ 20.00) per occurrence. All remedies hereunder shall be cumulative.

Pursuant to M.G.L.c.183A, §6(a)(ii), any expense incurred by the Association as a result of misconduct shall be enforceable as a common expense assessment. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fine were

Common Area Charges owed by the particular Unit Owner(s). In addition, any and all fines assessed for violations of these Rules and Regulations will result in an automatic lien on the Unit by which the fine is incurred.

The Property Managing Agent may, but is not required to, issue a preliminary notice of the intent to levy a fine if a violation is not remedied before such a fine is incurred. The Trustees reserve the right to revoke any fine should a Unit Owner demonstrate that it was improperly levied, or to reduce the fine if the Unit Owner demonstrates ongoing compliance with the applicable Rule.

In the case of persistent violations by a Unit Owner, the Trustees shall have the power to require such a Unit Owner to post a bond or other security as they deem appropriate to provide for adherence to the Rules and Regulations and the Condominium Documents, as they may be amended. In any action hereunder, the Unit Owner shall be responsible for all costs associated with any enforcement action, including but not limited to, reasonable Attorney's fees.

In accord with M.G.L.c.183A, §6(a)(ii), a Unit Owner shall be responsible for the misconduct of his family, tenants or invitees. A Unit Owner and/or anyone residing in said Owner's Unit such as a Lessee shall be jointly and severally liable for any violation of these Rules and Regulations.

As to a violation involving the failure of a Unit Owner to make necessary repairs to their Unit within fifteen (15) days from notification of the necessary work to be undertaken, the Board of Trustees reserves to enter the Unit after the time period set forth above, make the necessary repairs and assess the Unit any and all costs associated with the same, including reasonable attorney's fees.

ADDENDUM A: SEPTIC SYSTEM

To protect the sizable investment of the Association in the Septic Treatment Facility, all residents are required to adhere to the following guidelines for the proper upkeep and maintenance of the Condominium septic system and Waste Water Treatment Facility.

- **DO NOT** flush solids such as disposable diapers, disposable lingerie or clothing, feminine hygiene products, plastics or cigarettes down the toilet or drains as they are nondegradable.
 - **DO NOT** flush kitty litter of any type down the toilet.
 - **DO NOT** flush bathing cloths (such as those popular on the market today) down the toilet as they can be difficult to dissolve. Dispose of them in the trash.
 - **DO NOT** flush bathroom cleaning products (such as the toilet bowl cleaners that are advertised to pop off) as they can cause blockages in the pipes.
 - **DO NOT** dump cleaners, fats, cooking oil, or grease down the drain.
 - **DO NOT** poison your septic system and the groundwater by pouring harmful chemicals down the drain. They can kill the beneficial bacteria that treat the wastewater.
 - **DO NOT** install laundry washing machines, dryers or garbage disposals in a Unit.
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- **DO** think before you flush or put anything that may be harmful down a drain!
 - **DO** install low-flush toilets and low-flow faucets.
 - **DO** repair dripping faucets and leaking toilets immediately to prevent leaking between the floorboards and into adjacent Units.
 - **DO** wash full loads of clothes when using the Association laundry facilities, and use liquid laundry detergent or environmentally safe laundry detergents that are meant to be used with cold water and are low sudsing.
 - **DO** conserve water by taking shorter showers and turning off the water while performing household tasks such as brushing teeth or washing dishes.
 - **DO** use bleach, disinfectants and toilet bowl cleaners sparingly.
 - **DO** take leftover hazardous household chemicals to an approved hazardous waste collection center for disposal.

ADDENDUM B: RECYCLING

The following are the only materials that should be placed in the common Recycle bin:

- All paper products including: cardboard, office paper (white and colored), magazines and newspapers, card stock, post-it notes, junk mail, envelopes (including windows), file folders, and computer paper.
- Food containers (empty without food) made of glass, metal, plastic, aluminum or cardboard.
- Aluminum and tin cans.
- Glass bottles and jars.
- Plastic bottles #1 (such as water and soda bottles).
- Plastic bottles #2 (such as milk and detergent containers).

ADDENDUM C: FLOWER BOXES

The Board of Trustees of Harvard Ridge Condominium has adopted a resolution to allow residents to have flower box planters with the following stipulations:

Location: Planters are allowed in the following locations only:

- Upper Level Units: On the slider window concrete shelf or hung on the outside of the railing using flower pan holders.
- Lower Level Units: Directly in front of living room windows.

Type/Material: Only plastic flower boxes are allowed.

Size/Number: Two (2) 24 inch planters or one (1) 30 inch planter are allowed per Unit.

Color: Only Terra Cotta or Dark Green planters are allowed.

NOTE: All planters and plants must be well maintained at all times. **NO VEGETABLE** plants of any kind are allowed. The Board reserves the right to request that a Unit Owner remove their planter if the conditions of this resolution are not adhered to, and to impose a fine for each day that the planter remains, should the Owner refuse to remove it or otherwise bring it into conformance with the conditions of this resolution.

The following are acceptable/approved planters that are available at Home Depot:

#MB2412 TC, #MB3012 TC, #MB2412 EV, #MB3012 EV (EV = Green, TC = Terracotta).