

DAVIS PLACE CONDOMINIUM
RULES AND REGULATIONS

The following Rules and Regulations have been established for the benefit of all Unit Owners in the Davis Place Condominium ("Condominium") and to assure peaceful enjoyment of the Common Areas. They are also intended to protect and enhance the value of the property of the Unit Owners. All residents of the Condominium and their guests are expected to abide by the following:

1. No use shall be made of the Common Areas other than the uses permitted by the Master Deed, the Bylaws, or by the Board of Governors;
2. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Governors in writing;
3. Each Unit Owner shall be obligated to maintain in good repair and order his own Unit and any Exclusive Use Areas ("EUA") or other limited common areas in the Condominium to which the Unit Owner has an exclusive right and easement as set forth in the Master Deed;
4. Nothing shall be done or kept which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use without the prior written consent of the Board of Governors. No Unit Owner shall permit anything to be done, or kept which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed;
5. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building other than temporary and seasonal greetings and welcome signs which shall be subject to the prior approval of the Board of Governors;
6. The Common Areas shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Governors;
7. No clothes, linens or similar materials shall be hung or otherwise left or placed in or on the Common Areas, including porches/decks, except as the Board of Governors in writing may allow during specified periods when airing of clothes and other items may be essential. No such articles shall be placed in a Unit or on the porch/deck adjacent thereto, so as to be exposed to public view, and no linen, cloth, clothing, curtain, rug or mop shall be hung (or shaken) from any window, door, porch/deck;

8. Unit Owners may place their names only in such places outside the Units if and as may be provided by the Board of Governors;
9. Sporting goods, lawn furniture, and other personal articles and equipment shall not be left outside;
10. No noxious or offensive activity shall be carried on either in any Unit, any EUA or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. Without limiting the generality of the foregoing, each Unit shall not have, store or maintain, any animals or pets of any type or kind, except that each Unit may have not more than 2 pets, to wit: one dog weighing less than fifty (50) pounds and one cat weighing less than fifteen (15) pounds, so long as they are properly controlled and maintained;
11. No person shall make or permit any improper noise or disturbance of any kind within the Condominium, produce objectionable odors, or permit anything to be done that will interfere with the rights, comforts or convenience of other persons within the Condominium. Owners and their guests will be expected to reduce noise levels after 9:00 p.m. (until 8:00 a.m.) so that neighbors are not disturbed. At no time may musical instruments, radios, phonographs, TV's or other audio equipment be so loud as to become a nuisance;
12. There shall be no use of the EUAs or the Common Areas which injures or scars the same or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the other Unit Owners and their guests. 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 Board of Governors. 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 or by the Board of Fire Underwriters, or which will increase or tend to increase the risk of fire or the rate of fire insurance. The walkways, stairs, parking areas and drives shall not be obstructed or encumbered for any purposes other than ingress and egress;

13. There will be no littering. Paper, cans, bottles, cigarette butts, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the Common Areas or swept or thrown from or out of any garage. No garbage or refuse and/or waste matter shall be removed from a Unit except to such place and in such manner as the Board of Governors in writing shall direct;
14. Nothing shall be done in any Unit or in, on, or to the EUAs or the Common Areas which will impair the structural integrity of any Building or which would structurally change the Building, without the prior written consent of the Board of Governors;
15. Nothing shall be placed on or constructed in or removed from the Common Areas except with the written consent of the Board of Governors;
16. Improvements, maintenance and landscaping of the Common Areas shall be done only by the Board of Governors, unless otherwise allowed in writing by the Board of Governors;
17. Except in areas designated by the Board of Governors, 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 Areas except that the driveways, walks, stairs and parking areas may be used for their normal and intended purposes;
18. No Unit Owner or occupant or his family, guests, agents, servants, employees, licensees, or tenants shall permit any vehicle of any type or kind, including, without limitation, automobiles, trucks, motorcycles, motorized equipment, campers, mobile homes, motorhomes, house trailers, or trailers, of any other description, recreational vehicles, boat or boat trailers or horse trailers, to be parked or to be stored in any Unit, driveway, or parking space other than in an enclosed garage with the garage door closed. This prohibition of parking shall not apply to temporary parking such as for pick-up, delivery and other temporary commercial services, nor to any visitors or guests for less than four hours;
19. "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 or porch/deck thereon. Unit Owners with the prior written consent of the Board of Governors may place "For Sale" signs in such locations and for such durations as the Board of Governors may permit. The right is reserved by the Declarant 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 Areas;

20. Nothing shall be hung from the windows or placed upon the window sills. The foregoing shall not, however, interfere with the right of Unit Owners to select (subject to Rule 7 above) draperies and curtains for their Units, provided that only finished draperies or curtains may be used and shall be lined with white fabric. Garbage or trash cans shall not be placed outside of any Unit except as specified by the Board of Governors. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Governors may direct in writing;
21. Any damage to any Building or the Common Areas caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants, shall be the sole responsibility of the Unit Owner;
22. 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 Board of Governors and provided, further, that Declarant, its agents and employees, may engage in such activities in connection with its sales and (if any) leasing activities;
23. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, or whether designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Common Areas, except for so-called "home occupations" as may be permitted by the local zoning by-laws;
24. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, or tenants;
25. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, or tenant, to any employee or agent of the Board of Governors, whether for such Unit or a vehicle 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 Board of Governors, whether for such Unit or an automobile, truck or items of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant and the Board of Governors shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith;

26. The Board of Governors and their designated agent, shall retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit, or change the exterior Unit numbers without the written consent of the Board of Governors. In case such consent is given, the Unit Owner shall provide the Board of Governors and their agent with any additional keys to permit exercise of their right of access to the Unit;
27. Unit Owners will be responsible for the actions of their guests. If a guest creates a nuisance to any Unit Owner, the Board of Governors have the right to request that the guest leave. Responsibility for such supervision shall rest with the Unit Owner who is the host of the guest;
28. The use of the individual Units and Common Areas, by Unit Owners, or any occupant, or any member of his family, or his agent, servant, employee, licensee, or tenant, as well as the safety and maintenance of all personal property of the 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 neither the Board of Governors, the Declarant, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore;
29. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time in writing by the Board of Governors;
30. These Rules and Regulations, and any amendments hereof, shall not restrict or prohibit activities of the Declarant in maintaining, renovating and/or using the Common Areas or the Units owned by it if such activities are reasonably related to its sales and (if any) leasing activities nor otherwise limit the Declarant's exercise of the rights and easements reserved under the Master Deed;
31. All leases, rental agreements, or agreements in the nature thereof, for all or any part of any Unit and/or any garage shall be in writing and shall be specifically subject to the requirements of the Master Deed, this Trust, and these Rules and Regulations of the Condominium. No such lease, rental agreement or agreement in the nature thereof shall be effective unless a fully executed copy thereof shall first have been presented to and approved by the Board of Governors. Such approval shall not be unreasonably withheld, provided that the document(s) presented to the Board of Governors shall include sufficient financial and other reference information about the prospective occupant(s) to enable the Board of Governors to determine that such leasing, licensing or rental to such person(s) would not be inconsistent with the requirements of the Master Deed, the By-Laws and these Rules and Regulations. If the Board of

Governors shall fail to notify the Unit Owner requesting such approval of their decision within fifteen (15) days of the Board of Governors' receipt of all requested information, such approval shall be deemed automatically granted. No leasing, licensing or rental by any Unit Owner and no approval thereof by the Board of Governors shall be exercised so as to discriminate on the basis of race, creed, sex, color or national origin. Except with respect to the non-discrimination requirement, this restriction shall not be applicable to the Declarant; and

32. If any of the provisions of these Rules and Regulations, or any amendment thereof, are determined to be illegal by a Court of competent jurisdiction; the remaining provisions shall remain in full force and effect.