

MADISON PLACE CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

In order that all members are treated fairly and equally, and in order to keep the Condominium a beautiful and desirous place to live, the Board of Trustees has promulgated the following Rules and Regulations.

NOTE:

Any or all of these Rules and Regulations or all of same are subject to modification or termination at any time. Other Rules and Regulations may ultimately be established if the same are deemed desirable or appropriate, by a proper vote of the Board of Trustees of the Madison Place Condominium Association.

Nothing contained herein shall be construed to prohibit the reasonable adaptation of any unit for handicap use.

BARBEQUES AND OPEN FLAMES

1. Propane, gas or charcoal barbeques or other any other device that has open flames are not allowed within the community. There can be no storage of propane tanks or combustible materials anywhere within Madison Place. Electric grills are the only type of barbeque allowed. Any damage to the siding caused by the excessive heat of an outdoor grill will be the responsibility of the owner of the unit.
2. No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

COMMERCIAL BUSINESS

1. Absolutely no commercial business is to be conducted from any Home. No Unit or Limited Common Elements shall be used for any purpose other than as a private residence. No business, trade or profession shall be conducted in any Unit.

DECORATIONS, SIGNS, OTHER OUTSIDE ITEMS

1. Holiday decorations are permitted three (3) weeks prior to the Holiday, and can remain for three (3) weeks after the Holiday. Damages to the common area will be the responsibility of the Resident.
2. Wash or airing lines are NOT permitted in the open.
3. Blankets, pillows, towels, linens or wearing apparel shall NOT be aired in the open. The owner and occupant of each Unit, regardless of type, shall not cause or permit any clothes, clothes poles, lines or clothes trees to be installed or maintained, nor shall any sheets, blankets, or laundry of any kind or other articles to be hung out to dry outside of any Unit or displayed on the outside of windows or placed on the outside window

sills, Limited Common Elements or Common Elements.

3. No temporary screens, awnings, grills, balcony enclosures, fences, canopies, shutters, or radio or television antennae, aerial shall be erected or installed in or upon the Common Elements or any part thereof without the prior written consent of the Board.

4. Unit Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building or any parking area. Each Unit Owner is responsible to promptly report to the Board any defect or need for repairs, the responsibility for which is that of the Association.

5. No sign of any nature shall be maintained in the interior of any building or dwelling unit which is visible from the exterior of any such building or dwelling unit. One "For Sale" or "For Rent" sign can be displayed only in one interior window, unless your home fronts two street, then one sign may be displayed on each street side. No exterior signs of any kind are allowed within the Association property.

EXTERIOR CHANGE REQUESTS

1. There shall be no obstruction of the Common Elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements without prior written consent of the Board or unless expressly permitted by the Rules and Regulations.

2. Nothing shall be done to any Unit or on or in the Common Elements that will impair the structural integrity of any Building or which will structurally change any Building.

3. No Unit Owner may make any structural changes, additions, alterations or improvements in or to his Unit or in or to the Common Elements, without the prior written approval of the

Board or impair any easement without the prior written approval of the Board. The Board shall have the obligation to answer any written request received by it by a Unit Owner for approval of a proposed structural addition, alteration or improvement to his Unit within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute approval of the proposal.

4. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board and, if approved, shall be executed by the Board as appropriate and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or material man on account of such addition, alteration, or improvement, or to any other person having any claim for injury to person or damage to property arising therefrom. The Unit Owners shall furnish the Board with a copy of such permit that he has procured.

FLOWER AND PLANTING BEDS

1. Flowers may be planted in the Common area planting beds by residents but upon planting in the Association Common areas, they become property of the Association and cannot be removed by the resident without Association approval (except for the removal of dead vegetation). Weeding of these plants will be the responsibility of the homeowner. Any structure (bird house, planter, etc) placed in the beds must be harmonious with the landscaping and will be removed by the Association if deemed unsuitable. The homeowner will incur all costs to restore the area if the structure is removed.

2. There is a maximum of three (3) bird feeders and/or houses allowed in the planting beds.

3. No planters may extend over the outside of the upper deck

railing due to potential safety hazard.

4. Any planters placed on the wood decks must be placed so they do not sit directly on the wood because of possible damage to the wood from watering the plants. Any damage to the deck will be assessed to the homeowner's account.

5. Solar lights or any additional lighting must not be placed in the planting beds without Association approval. Tiki torches or any other type of temporary lighting is not allowed.

INSIDE STORAGE

1. Positively no cans of gasoline, paint rags, or other flammable material is permitted to be stored in closets, attics or utility rooms, unless in an Underwriters Laboratory approved container with UL label affixed.

2. Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of any Buildings or the contents thereof beyond the rates applicable for Units without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements that will result in the cancellation of insurance on any Building or by the contents thereof or that will be in violation of any law.

NOISE AND SOLICITATION

1. Absolutely no peddlers or solicitors, including residents, of any kind are allowed in the Condominium. Report any solicitors to the management company immediately.

2. Power tools shall not be used between 10 P.M. and 8 A.M. of the following day.

3. TV's, stereos and radios shall be turned low prior to 8:00 am

after 11:00 p.m. No short wave radio transmitters shall be permitted to operate in the Condominium without special permissions of the Board of Trustees. Outside antenna are NOT permitted. Noise complaints after regular management office hours (Monday through Friday 9:00 am to 5:00 pm) must be addressed to the police with a follow up call to management.⁴ No exterior loudspeakers shall be permitted, nor shall unshielded floodlights be installed in any exterior area of any Unit or any balcony, patio or terrace appurtenant thereto without the express written permission of the Board.

5. No resident will continue to operate an externally audible alarm system, including car alarms, which malfunctions, emits false alarms and disturbs the peace of the Condominium.

PATIOS AND DECKS

1. Patios are to be used for patio furniture (table, chairs, umbrellas), electric grill and other patio items. Patios must not be used for storing trash, toys, bicycles, coolers, shovels, etc. No bicycles are to be stored on the decks or patios unless they are covered tightly with a solid black covering and placed against the fence so that they are not visible from the street or sidewalk. If they cannot be covered, then they must be stored inside and out of site. No brooms, shovels or other outside cleaning apparatus may be stored on the outside of any unit, whether on the deck, patio, or near the front door. All patios and decks must be kept in a neat and orderly condition.

2. No patio or deck can be fenced in with either a permanent or temporary type of gate or fence, except that which was installed by the Association, without Board approval.

3. Patio extensions – All patio extensions must be approved by the Board of Trustees and must meet the following guidelines. Current guideline as of June 1, 2012 – all patio extensions must be made of interlocking pavers in either grey or beige.

Previously installed extensions, except for poured concrete, will be inspected for compliance. Resident must apply to the Board and receive approval prior to installing pavers.

PETS

1. All pets that will be taken outside the Owner's Home on any occasion must be registered with the Association.
2. An animal of any kind may be kept only as a domestic pet. It cannot be used for any commercial purpose including, but not limited to, breeding for sale, research, or experimentation.

3. No pet shall be permitted to run at large or to roam without a leash on any lands.
4. If any pet, without provocation, causes or creates a nuisance, or unreasonable disturbance or noise, the pet owner shall correct the problem immediately.
5. Anyone observing any infraction or any of these rules shall discuss the infraction in a neighborly manner with the pet owner in an effort to obtain voluntary compliance. An owner or resident shall, if the complaint is not satisfied voluntarily, write to the Association relating the incident or incidents and the efforts made to obtain voluntary compliance.
6. The Association Board shall meet with the owner of the offending pet and the complainants. If the Board determines that the complaint is justified, it may take any of the following actions, depending upon the character and frequency of the complaint:
 - a. Reprimand the pet owner and solicit his/her cooperation in the future.
 - b. Fine the pet owner.
 - c. Revoke permission to harbor a pet and effectuate permanent removal of the pet.
7. Pets shall NOT be walked between buildings (rear or side yards except in the case where the side yard is completely private).
8. No animals or reptiles of any kind shall be bred for profit in any Unit or anywhere else in the Condominium unless expressly permitted by the Rules and Regulations.
9. Pet owners are required to pick-up after their pets.
10. There is an area set aside that is lawncare chemical free on Manchester Drive. All pet owners must still make a point pick

up their dog waste from this area.

RESIDENT ENJOYMENT AND ADHERENCE TO RULES

1. No occupant shall obstruct or interfere with the rights of any other occupant or in any way injure or annoy them.
2. No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to the other residents of the Condominium. The Unit Owners and occupants thereof shall comply with all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over.
3. Each Home Owner shall be charged with the responsibility of directing his tenant, guest and invitees to comply with the Association's Declaration, By-Laws and these Rules and Regulations

SALE OF UNITS

1. In order to provide an orderly procedure in case of title transfers, and to assist in the maintenance of a current roster of Unit Owners, each Unit Owner shall give the manager of the Association timely notice of their intent to list their Unit for sale, and upon closing of title, shall forthwith notify such secretary of the names and home addresses of the purchasers.

SATELITTE DISHES

1. Only 18" Satellite dishes will be permitted with Board approval. The preferred location for a satellite dish would be attached to a short pole in the planting bed closest to the building. No Satellite dishes will be permitted to be attached to the roof or siding without the express permission from the Association. Owner will apply for permission from the

Association prior to the installation of the dish. All applications will be acted on and returned with 45 days of submitting. If the only location for the dish is on the roof, the owner will submit a \$100.00 payment for any possible roof damage. The satellite dish will be removed upon sale of the unit. The new owner must submit a new application for either a new dish or to maintain the existing dish.

TENANTS

1. Except as hereafter provided, no Unit shall be leased by the Owners thereof (except a lender in possession of such Unit following a default in a first mortgage foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as a rental for any period less than twelve (12) months. No Unit Owner may lease less than an entire Unit.

2. Other than the foregoing obligations, the Unit Owner shall have the right to lease same provided that said lease is in writing and made subject to all provisions of the Master Deed, the By-Laws of the Association, the Certificate of Incorporation and the Rules and Regulations and any other document promulgated by the Association.

3. In the event a tenant of a Unit fails to comply with the provisions of the Master Deed, the By-Laws or Rules and Regulations then, in addition to all other remedies that it may have, the Association shall notify the Unit Owner of such violation and demand that the owner follow the Association's adopted procedures for rule. Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney in fact for the Unit Owner and at the Unit Owner's sole cost and expense including all legal fees incurred. Said cost and expenses shall be deemed to constitute a lien on the particular

Unit involved, and the collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this paragraph.

UTILITIES

1. Each Unit Owner shall pay for his own telephone, and other utilities, which are separately metered or billed to each user by the respective utility company. Utilities that are not separately metered or billed or that serve the Common Elements shall be treated as part of the common expenses.

2. All Units must be heated to the extent necessary to prevent damage from freezing temperatures during the months of October through April, inclusive, regardless of whether or not occupied. Any Unit Owner failing to heat his Unit shall be obligated to pay a Remedial Assessment for the costs of any damage caused to any portion of the Condominium due to his neglect, or if such damage is insured by the Association for any deductible or other amount not received by the Association from the insurance proceeds.

TRASH AND TRASH DISPOSAL

1. Trash and/or trash cans:

(a) Receptacles such as metal or plastic trash cans or bags shall NOT be permitted to stand along the outside wall of any building. Trash shall be placed in tied bags and deposited in the dumpster. Trash is not allowed to remain on decks, patios or front porches at any time. All trash must be disposed of promptly.

(b) Removal of bulk items (i.e. furniture, appliances, mattresses, etc.) must be arranged in advance by calling the office. The unit owner must notify the Management Company to request special pickup. The unit owner is responsible to place the bulk items next to the dumpster. Carpet is considered a bulk pick-up and cannot be placed in the dumpsters. A special bulk pick-up must be arranged for carpet disposal.

(c) Burning of papers or rubbish of any kind is NOT permitted.

(d) No portion of the Common Elements or other portion of the Condominium shall be used or maintained for the dumping of rubbish or debris except in designated areas. Trash, garbage or other waste shall be kept in sanitary containers within the Condominium for weekly or more frequent collections. All trash bags must be placed IN the dumpsters and not left on the outside.

VEHICLES AND PARKING

1. All unit owners or tenants will be provided with one designated parking space (i.e. numbered). All vehicles must park in assigned designated spaces and between the lines. Additional parking (i.e. visitor) for a second vehicle will be provided for unit owners or tenants as well as for visitors. Any unit owner parking in another resident's numbered spot will first receive a warning, second offense will be a fine and the vehicle will be towed.

2. Parking lines must be observed, as must all rules, regulations and laws with regard to the parking and operation of vehicles. No vehicle may block any sidewalk or pedestrian walkway.

3. Only private licensed passenger type sedans, coupes, station wagons/vans, and sport utility vehicles are allowed to be parked in the Condominium. No recreational vehicles, campers, house trailers, motor homes, boats and boat trailers or commercial

vehicles, disabled vehicles or unlicensed vehicles etc. of any type may be parked in any parking space or street within Madison Place. Unregistered vehicles are not permitted. Motorcycles must be parked in resident's numbered parking spot and not on any of the sidewalks within Madison Place.

4. The speed limit in the Condominium is 15 MPH and all STOP signs at intersections must be observed.

5. Bicycles and adult tricycles are considered vehicles and must travel on Condominium roads the same as an automobile, observing all STOP signs and traveling on the right-hand side of the road. They must be equipped with a headlight and rear light for night riding. All applicable municipal and governmental regulations concerning safety devices and rules of the road must be observed. Skateboarding and rollerblading is not permitted on the sidewalks or near trash receptacles.

6. No Commercial vehicles shall be parked or stored within the Condominium, except that those vehicles temporarily within the Condominium for the purpose of serving the Condominium itself or one of the Units, shall be permitted without the written consent of the Board. Also, no privately registered vehicle which is being used clearly as a work vehicle is allowed to park overnight.

7. Residents will refrain from performing any repair or service to their vehicles, including the parking lot or grassed areas. During the snow removal season, owners must cooperate with equipment operators by moving their vehicles when necessary. Any repairs for damage caused to the pavement by leaking vehicles will be charged to the unit owner who is assigned to that parking space.

8. No vehicle, equipment or machine will be operated within the Condominium without adequate noise suppression nor shall any such device be operated in a manner to create excessive noise. No motorized vehicle may be operated in areas other

than the streets without the proper authorization except for laws and maintenance equipment.

9. In the event a vehicle is parked within 10 feet of a fire hydrant or in a "No Parking" zone, is impeding a snow plow or is obstructing access, or if the owner cannot be located, refuses or fails to move the vehicle within a reasonable period of time, then in that event the Association is authorized to have the car towed to a common parking area at the owner's expense. Also, parking is prohibited within 10 feet of any corner of Saxony and Manchester Drives and Saxony Drive.

WINDOW AIR CONDITIONERS

1. No window air-conditioners or fans are permitted, except one in one third floor window in the following units only: 205, 206, 208, 1501, 1503, 1504, 1508, 3901, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 6201, 6202, 6203, 6204, 6205, 6206, 6207, 6208, 6304, 6305, 6307, 6401, 6406, 6407, 6408. (Please note: if any of these units do not have a third floor room, the window air conditioner is not allowed in any other window)

Units not listed must send a letter to the Board explaining the reason for needing the window air conditioner. The unit cannot be installed until Board approval is granted. Any allowable Unit Owner must first apply to the Association prior to installing the window air conditioner (approval may take up to 45 days). Air conditioner units cannot be installed prior to May 15 and must be removed by September 15. All units must be installed so that they present no danger of falling and causing bodily injury or property damage. Unit owner assumes all responsibility if damage or injury occurs.

WINDOW COVERINGS

1. Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and

must show white from the outside. No temporary window coverings shall be allowed. All current window treatments that do not comply must be made to comply by September 1, 2006 at which time all window treatments must show white to the outside. There will be no use of temporary plastic covering on either the inside or outside of any windows.

In addition, the Condominium Association has the right to promulgate and enforce reasonable rules and regulations not in conflict with the provisions herein regarding the use and enjoyment of the Common Elements and each Unit Owner by acceptance of the deed to his Unit agrees to abide by said rules and regulations.

No resident shall stop an employee or contractor in the performance of his duties, give special instructions or ask favors of employees or contractors. All requests for services and/or complaints are to be submitted to the Association office.