

RULES AND REGULATIONS of RIVERWALK COMMONS

Revised September, 2010

These Rules and Regulations are adopted for the benefit of the Unit Owners at Riverwalk Commons (the "condominium"). All defined items used herein shall have the meaning given to them in the Declaration of Trust of the Riverwalk Commons Condominium Trust. They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere with, restrict or burden the use of the property.

All residents and guests are expected to abide by these Rules and Regulations, which are meant to supplement the provisions of the Master Deed and Condominium Trust of the Condominium and MGL. Chapter 183A.

1. General. Nothing shall be done or kept in any Unit, Limited Common Area or Common Area which will increase the rate of insurance on the condominium. No Unit Owner shall permit anything to be done, or kept which will result in the cancellation of insurance on the Condominium, or which would be in any way a violation of any law. No waste shall be committed in the Limited Common Areas or Common Areas. No use shall be made on the Common Areas and Facilities other than the uses permitted in the Master Deed, the Trust or by the Trustees.

2. Additions to Exterior of the Building. Changes or fixtures affecting the appearance of the exterior of any building, such as but not limited to, skylights, chimneys, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screens and enclosures, statues, urns, animal facsimiles, fences, landscaping, vegetable or flower gardens or the like shall be made only with the written consent of the Trustees of the condominium Trust (the "Trustees"), provided that no consent of the Trustees shall be needed for planting flowers or gardening areas within currently existing beds. All bird feeders must be hung from the rear of the unit in a safe and un-obstructive manner, and the unit owner is responsible for cleaning up any mess caused by animals.

No part of the Common Areas and Facilities of the condominium shall be decorated or altered by a Unit Owner or Tenant in any manner, nor shall the exterior surface of any entrance door to a Unit be painted or otherwise decorated in any manner, except for temporary holiday decorations without the prior written approval of the Trustees and in accordance with the provisions of the Condominium documents. All holiday decorations cannot be displayed for more than 30 days before the holiday and must be removed within 15 days after the holiday. Furthermore, no part of the exterior surface of any Unit may be painted or altered in any manner.

3. Noise. Owners, guests and lessees will be expected to reduce noise levels after 10:00 p.m. and before 8:00 a.m. so that neighbors are not disturbed. At no time are sounds emanating from within a Unit to be so loud as to become a nuisance.
4. Outdoor Equipment. Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside of a Unit, except for appropriate seasonal use furniture, which when used outside shall be maintained and located on the deck, porch, or patios (if any) only and in such fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.
5. Outdoor Grills. The use of outdoor grills within four (4) feet of a Unit is prohibited. Storage of any type of grill outside of a Unit is prohibited except on the rear deck, rear porch or patio. In compliance with Massachusetts state law, LP gas grills are not allowed on raised decks that are located above other living area. Natural gas (piped), charcoal, and electric grills are currently allowed by law. When in use outside, cooking grills shall be maintained and used in such a fashion as to meet the safety and aesthetic standards established by the Trustees from time to time.
6. Clothes Lines. No clothing, linens, rugs of any kind or similar materials shall be hung or otherwise left or placed in or on the Common Areas and Facilities or Limited Common Areas. No such articles shall be placed in a Unit or Limited Common Areas so as to be exposed to public view.

7. Storage. There shall be no storing or parking of items in any part of the Common Areas and Facilities.

8. Flammable Storage. No Unit Owner or occupant shall at any time bring into or keep in his Unit or the Common Areas and Facilities any flammable, combustible or explosive fluid, material, chemical or substance, except that cleaning fluids customary for residential use may be kept in Units.

9. Improvements To Common Areas and Facilities. Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Trustees, or in such cases as written permission of the Trustees has been obtained. In the event a Unit Owner is permitted to add plants to the foundation areas of his Unit by the express written authorization of the Trustees, the maintenance of the added plantings shall be the responsibility of the Unit Owner.

10. Improper Use of Common Areas and Facilities There shall be no use of the Limited Common Areas or Common Areas and Facilities which injures or damages them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the Owners in the enjoyment of the Condominium. There shall be no obstruction of the Common Areas and Facilities without the written consent of the Board of Trustees except as expressly permitted in the Master Deed, in the Declaration of Trust or in these Rules and Regulations. No unauthorized person, including Unit Owners, shall be permitted on the roofs of the Condominium buildings. 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 Trustees. Under no circumstances may a fire of any kind (excluding outdoor grills) 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.

11. Household Pets. All pets must be registered with the Board of Trustees within seven (7) days prior to occupancy or pet acquisition. One pet per unit (dog/cat) and no large pets weighing more than 70 pounds will be permitted. No pit bulls or other potentially dangerous animals are allowed. Contact the management company for instructions to register a pet. Aquarium fish and small birds that never leave the owners' unit are permitted and are not governed by these rules. All dogs must be licensed by the Town of Walpole. All rules and regulations promulgated by the Town of Walpole concerning pets must be adhered to. No pet is allowed loose on any Common Area at any time. All pets are to be walked on hand held leashes. Pets may not be confined to the Common Areas by chain, anchors, ropes or the like. Pets are not to be fed outside and no pet food shall left in the common areas. All pet waste products are to be immediately picked up and disposed of properly. Residents shall prevent their pets from becoming nuisance to other residents. Any related disturbance caused by a pet shall be cause for the pet's removal from the condominium premises, by vote of the trustees and recorded in the minutes. The repair of any damage caused by a pet, including but not limited to staining of grass and shrubs, shall be the responsibility of the Owner of The Unit in which the pet lives. The Trustees are authorized, in their sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, and the Owner of The Unit in which the pet lives shall be assessed the cost of such repair. Each Owner shall hold the Trustees and each of the other Unit Owners and their respective agents and employees harmless against loss, liability, damage or expenses for any actions of his or her pet(s) within the Condominium.

12. Driveways and Roadways. Owners shall be responsible to see that neither they nor their guests interfere with the right of other Owners and their guests to the appropriate use of driveways and roadways. With the exception of changing a flat tire, or cleaning, washing and/or waxing a vehicle, no type of vehicle maintenance is permitted within the confines of the Condominium. Use of the driveways for purposes other than parking (i.e. storage of furniture, automotive repair, maintenance, furniture refinishing, etc) is prohibited.

13. Vehicles. Overnight parking is permitted in driveways or garages only. Overnight parking is prohibited elsewhere on the Condominium premises. No vehicle shall be parked so as to block access to any roadway, driveway or walkway. Commercial vehicles (those having signs, painted logos, or are continuously "equipment burdened"), box trucks, trailers, boats and motor homes are banned.

No recreational vehicle or commercial vehicle will be allowed to park overnight on the premises except with the express written authorization of the Trustees. When such permission is granted, the permitted vehicle must be parked in designated areas and shall not be used as living quarters.

All vehicles within the confines of the condominium must be in operable condition and have current license plates and inspection sticker (if required). Any vehicle not in conformance with the above may be moved or removed by the Trustees, without notice and at the expense of the Owner.

Violations may result in a per occurrence per day fine imposed by the Trustees.

14. Snow Removal. During snow removal times, residents shall cooperate with the snow removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from roadways and/or driveways to permit snow plowing. The Trustees are authorized to impose a per occurrence fine for failure to do so.

15. Signs. Unit Owners may not display "For Sale" or "For Rent" signs in windows of or otherwise on the exterior of their Units nor may the Owners of Units place window displays or advertising in windows of such units. Unit Owners may not place signage on the Common Areas and Facilities of the Condominium.

16. Abuse of Mechanical Systems. The Trustees may charge to a Unit Owner any damage to the common mechanical, electrical or other building service systems of the Condominium caused by such Unit Owner by misuse of those systems.

17. Offensive Activities. No owner may use or maintain his Unit or the Common Areas and Facilities appurtenant thereto for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive. No Unit Owner shall engage in or permit offensive activities or any noises by himself, his family, agents, visitors or lessees, nor do himself or permit anything to be done by such persons either willfully or negligently that:

- a. may be or become a nuisance to the Unit Owners or occupants;
- b. will interfere with the rights of other Unit Owners or occupants;
- c. may or does cause damage to any other Unit or to the Common Areas and Facilities; or
- d. results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities of the Condominium.

Any Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such damage or replacement of the item removed. The Trustees may assess to such Unit Owner these costs.

18. Moving. Moving companies shall not conduct moving activities into or out of Units before 7:00 a.m. or after 9:00 p.m. or on Sundays.

19. Garage Sale. No garage sales or estate sales shall be conducted on the Common Areas and Facilities or Limited Common Areas of the Condominium.

20. Watering Sprinklers of any kind are prohibited. All watering on the front and on the sides of units must be done with a hand held hose or watering can. Soaker hoses may be used in the rear only of units.

21. Littering. 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.

22. Trash Disposal. All garbage and trash must be bagged or wrapped. Trash and recyclables are to be stored in containers designed for such use. No trash or recyclables shall be placed in Common Areas except in the proper containers on the evening before scheduled trash pickup. It is the unit owners' responsibility to dispose of any items too large to be disposed of by normal residential trash pickup. All trash barrels and recyclable bins must be stored indoors by the end of the day of trash pickup.

23. Structural Integrity of the Buildings. Nothing shall be done in any Common Areas or Facilities which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said areas which would structurally change any building, without the prior written permission on each occasion of the Trustees. Unit owners must notify the management company in writing of all proposed interior work or changes to their Unit. All contractors must be licensed and bonded with certificates of insurance.

24. Damage. Any damage to any Building, Common Areas and Facilities or Limited Common Areas caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants shall be the responsibility of the Unit Owner.

25. Safety. Each Unit Owner assumes responsibility for his own safety and that of his family, guests and lessees.

26. Plumbing. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness. Plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed. The Unit Owner shall pay for any damage to the plumbing system of any building resulting from such misuse.

27. Guests. Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Trustees shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.

28. Complaints. Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Trustees as to what action has been taken. Each Owner has the right to protect his interest in the event of the Trustees choose not to take action on a complaint. The Trustees are not required to take any action upon receipt of a complaint.

29. Vending, Peddling or Solicitation. No person, including any Unit Owner, shall enter, or go through the Condominium for purposes 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 Trustees.

30. Amendment. The Trustees may revise these Rules and Regulations in any way at any time as conditions warrant, provided that a written communication is sent to each Owner advising him of the change.

31. 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 the Rules and Regulations to whomever they deem desirable.

32. Enforcement. The Trustees are authorized, in their sole discretion, to impose monetary fines or penalties for violation of these rules and regulations. Upon such infractions of these Rules and Regulations of Riverwalk Commons, the Trustees will authorize the management company to send a written warning, or with a future offense, to impose a monetary fine. The initial fine will be \$25.00. Subsequent infractions may, at the discretion of the trustees, be subject to similar or more significant sanctions for each incident.. Further, the Trustees have the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which, under the circumstance, would be unfair or impractical to enforce. Until an assessed fine is paid, said amount shall constitute a lien against the unit of such owner pursuant to the provisions hereof and section 6 of MGL. Chapter 183A.

33. Right to a Hearing. Any resident, owner, guest or occupant aggrieved by any fine or penalty imposed by the Trustees will be granted a hearing, provided that said party requests a hearing in writing within ten (10) days of notice of grievance. Said hearing shall be held promptly upon receipt of written request for hearing, and shall be conducted in a closed session. The party aggrieved, the Unit Owner and/or his/her representative and the complainant, if available, are required to attend the hearing.

34. Electronics. All radio, television, stereo systems, computer, telecommunications and other electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Fire Insurance Rating Board and the public authorities having jurisdiction, and the unit owner shall be liable for any damage or injury caused by any radio, television, stereo systems, computer, telecommunications or other electrical equipment in his/her Unit, and the Trustees may assess such unit owner otherwise.

35. Access. The agents of the Trustees, and any contractor or workman authorized by the Trustees, may enter any Unit, and any storage space, at any reasonable hour of the day after notification (except in case of emergency, where notice will not be required) for the purpose of inspecting the same, making emergency repairs, and/or taking such measures as may be necessary to control or exterminate vermin, insects, or other pests

36. Window Treatments. All draperies, as well as any other window treatments and hanging material in any Unit, must be fire-resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be closer than one inch (1") to heating units.

37. Religious Ceremonies. No religious or other ceremonies of any kind shall be permitted in any of the limited or general common areas without the prior written consent of the Trustees, as the granting of such consent is governed by said Master Deed and said Trust.

38. Future Action. The Trustees consent will not bind the Trustees for future request for the same matter, either from the original unit owner, or for another unit owner requesting the same. In addition, any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.

39. Court Action. Notwithstanding anything here above expresses, if the Trustees in their sole discretion believe that there is a serious violation of any of the Rules and Regulations herein detailed, which threatens the health, safety, and or welfare of the unit owners, or the structural integrity of the property, they may immediately initiate court proceeding, including, but not limited to, injunctive relief.