

# THE HIGHLANDS AT OCEAN POINT CONDOMINIUM TRUST

## RULES AND REGULATIONS

Amended JANUARY, 2013

The following Rules and Regulations are designed for the benefit of the Condominium Community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the Community and to enhance the safety and quality of condominium living.

In this document, the term "Residents" means and includes all Unit Owners, tenants, their assigns or lessees, and all persons residing in or other users of a Unit. Residents shall be held responsible for the acts of guests visiting their Unit.

### **A. COMMUNITY STANDARDS**

The Trustees have authority for the promulgation, implementation, change and enforcement of all Rules and Regulations. Resident requested changes to the Rules and Regulations must be made in writing to the Trustees.

### **B. RULES AND REGULATIONS**

#### **1. Use of Common Areas**

The common areas are for the use and enjoyment of all Residents of the Condominium. No objects or fixtures shall be placed or affixed on or about the grounds or any other part of the common areas without prior Trustee approval. Trustee Approval is required for temporary placement of tents, campers, RV's, etc. Common areas shall not to be used for storage of personal property. Stairways and corridors shall remain clear of debris and accessible for emergency access and egress. The placement by Residents of free standing electric space heaters in common areas inside buildings is prohibited by Plymouth Fire Department regulations and these Rules.

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### a. Cold weather/common areas

Electric space heaters in the common area entryways are used to prevent sprinkler pipe freezing. Such heaters are not to be used when temperatures are above freezing. Please ensure all exterior doors are securely closed in the winter season.

### b. Satellite Dish Policy (See attached Exhibit A.)

## 2. **Effect On Insurance**

a. No Resident shall use their Unit as to result in the cancellation of insurance or an increase in the cost of insurance for the Condominium. The storage in any Unit or on Common Areas of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gunpowder, explosives, creosote, and all other materials considered combustible and/or hazardous by the Plymouth Fire Department or other government agency is strictly prohibited.

b. Residents are reminded to adhere to the requirements of Section 5.6.3 of the Declaration of Trust relating to Notice of Owner's Improvements concerning improvements, exceeding a total value of Five Thousand Dollars (\$5,000.00).

c. Residents who are away during the winter season for fourteen days or longer must turn off the water main to their Unit, set thermostats at 58 degrees and leave closet doors open. Such residents shall provide management with the location of a key for their Unit and emergency contact information.

d. Use of fireworks, or other hazardous materials on the Condominium premises is strictly prohibited.

### e. Mold Prevention Rules

In order to attempt to prevent the formation of mold in Units and Common Areas, the Trustees set forth the following Rules. The issue is of great concern as mold damage claims are costly and are not covered by insurance.

- 1) Residents must report immediately, in writing, and deliver to the Trustees, any evidence of leaks, water infiltration or excessive moisture in their Units or in the common areas.
- 2) Any sign of mold or fungi growth within a Unit that Residents are unable to remove with a common household cleaner must be immediately reported to the Trustees.
- 3) Residents should immediately clean, dry, and disinfect spills and leaks and retain a professional remediation company, if necessary,

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to mitigate any damage to their Unit resulting from interior spills, leaks or other water damage.

- 4) Residents shall clean up a “minor” water spill, whether such spill appears on common area or not.
- 5) Residents are responsible for removing moisture from windows, sills, sliding glass doors, sinks, tubs and showers, accessible valves and drains, washers, dishwashers, balcony decks, etc.
- 6) Unit Owners should replace water heaters before their warranty expires, use braided metal hoses or their high-pressure equivalent on washing machines, dishwashers, ice makers, etc. and use only licensed plumbers and electricians for electrical or plumbing work within their units. Unit Owners shall be liable for damages to common areas and damage to any unit that may occur by failure to comply with this paragraph.
- 7) In order to promote air circulation, Residents should leave heating ventilation and air conditioning ducts unobstructed.
- 8) It is recommended that Residents should maintain a minimum interior air temperature in their Units of no less than 55 degrees and no higher than 77 degrees while maintaining the relative humidity indoors between 30 and 55 per cent at all times.
- 9) Any major failure or malfunction of a heating or cooling system (for example, if furnace is not functioning, or is functioning but unable to maintain a temperature of 58 degrees inside the Unit, or is leaking any fluid, or if there is an odor of gas) serving the Unit must be reported in writing immediately to the Trustees.
- 10) Residents are required to keep condensation pans in air conditioning and heating units clean and draining properly.
- 11) Residents shall be liable for any damages resulting from their failure to comply with the terms of these Rules, including:
  - (a) Expenses the Trustees incur for cleaning, maintenance, repairs or mold remediation within the Unit that the Resident fails to handle effectively.
  - (b) Expenses the Trustee incur to remediate damages to other Units or common areas, including attorneys’ fees and the cost of hiring industrial hygienists.

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- (c) Any fines, other costs, or attorneys' fees the Trustees incur to enforce the Rule as well as damages suffered by the Association or other Residents.

### f. Rules for Use of Outdoor Grills

- 1) Certain Outdoor Cooking Devices Banned. Due to danger of fire, the storage, keeping, or use of charcoal grills, or open burners, including outdoor fireplaces and chimneys, (as well as the fuel that they use) is prohibited anywhere in the Condominium community, including within Units or on decks and common areas.
- 2) Use of gas grills restricted. Residents may not use outdoor grills that run on gas fuel, unless the gas grill was made after 1999 and is equipped with industry standard safety devices including a shut-off valve that shuts down automatically if a fuel line breaks.
- 3) Use grills only where permitted. Gas grills must be kept at least ten (10) feet from a building and are not permitted on balconies above the first floor where people live. Residents may neither use nor store charcoal or gas grills within Units. Residents may use gas grills that comply with the requirements of Paragraph 2 above, only in accordance with local fire codes.
- 4) Monitor use. It is essential that all Residents using a gas grill watch the grill closely while it is in use. It shall be a violation of these rules to leave a grill unattended during use.
- 5) Keep fire extinguisher. Residents must have a five-pound ABC-type fire extinguisher on hand in case of accidents.
- 6) Minimize smoke disturbances. As a courtesy to neighbors, Residents must keep to a minimum all disturbances caused by smoke coming from a gas grill. If smoke is drifting into neighboring Units, Residents should position the grill so that the wind will carry the smoke away from windows and doors.
- 7) Keep grill clean. Residents must keep grills clean at all times.
- 8) Board may change rules. The Trustees reserve the right to revoke all grilling privileges or to change any of the foregoing rules at any time for any reason.

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### **3. Exterior Decorations, Lights, Fixtures And Signs**

The architectural and structural integrity of the buildings and the exterior of the units shall be preserved without modification. Residents shall not place or replace or change any permanently fixed decoration, light fixture, or sign on the exterior of their Unit, including exterior doors, decks, patios, privacy barriers, and balconies.

The Trustees may approve the use of seasonal decorations on a temporary basis, at their discretion.

Residents shall not display advertisements of any kind on the windows of their Unit or on the premises except in designated areas with the approval of the Trustees.

REQUESTS FOR ANY ADDITIONS OR MODIFICATIONS TO ANY EXTERIOR PORTIONS OF THE BUILDINGS AND OR COMMON AREAS AND PERMANENT CHANGES TO THE GARDENS AND SHRUBERY, MUST BE IN WRITING AND APPROVED BY THE TRUSTEES OR THEIR DESIGNATES. (Architectural and Landscape Review Committee) (See Exhibit C.)

### **4. Patios, Decks and Balconies**

Patios, decks and balconies shall be kept in an orderly fashion at all times. Residents shall not use patios, decks or balconies for the storage of personal property or in any other way, which detracts from the appearance of the Condominium. Patio furniture and decorative accessories are permitted, provided they comply with the Association's current community standards and do not interfere with emergency exit escape routes.

Except as provided herein, painting, staining, modification or any other alteration of decks or balconies is expressly prohibited. The Trustees reserve the right to return a deck or balcony to its original condition at the Unit Owner's expense.

- a. Bird feeders are prohibited. Wind chimes must be taken down by 9:00 p.m.
- b. Exterior common area doors are to be kept tightly closed especially in wintertime in order to conserve energy and prevent wind damage.

### **5. Gardening**

Residents may plant, at their own expense, vegetables or plants, in the common areas around their Unit. All plants and free standing containers shall be tasteful and placed in a manner so as not to interfere with passage and resident safety.

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Hanging plants are allowed (except on those buildings with vinyl trim) provided, upon removal, residents must fill any resulting holes.

Artificial plants are prohibited outside of the buildings.

The use of wet or dry compost or manure to fertilize plants is prohibited.

Maintenance and removal of all seasonal plantings is the responsibility of the resident who planted them or the Unit Owner. Annual plants shall be removed at the end of a season.

Window boxes are allowed on decks and porches provided they are safely installed. Drip trays should be used so as not to create a hazard. Window boxes shall not be affixed to the shingles of a building.

The Trustees reserve the exclusive right to determine whether a particular planting, including a container planting, is of good taste and in keeping with the character of the Condominium. Unsatisfactory plantings shall be ordered removed.

### 6. **Laundry**

Laundry, rugs, drapes and other such articles shall not be hung outside units. Railings shall not be used as clotheslines under any circumstances.

### 7. **Pets**

#### a. General

Consistent with the Master Deed and Declaration of Trust, the Trustees have adopted a limited pet policy that allows owner-occupants committed to responsible pet ownership to have pets. The Trustees have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. We are also aware that there are people who need to avoid contact with animals and/or are entitled to a safe and peaceful residential environment. The pet policy is designed to protect both pet owners and non-pet owners, and to ensure that the animals themselves receive responsible care. The policy applies to all pets kept at The Highlands and shall be strictly enforced.

#### b. Pet Policy (See also Master Deed Section 15, L)

- 1) Screening/Registration. New owners who wish to have pets must complete a Pet Application and Registration Form (see attached Exhibit B) and include a current photograph of the pet before occupying a Unit. The Trustees will present a copy of the rules to the new owner-occupant for review and signature.

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- 2) Permission to keep or replace a pet is granted at the sole discretion of the Trustees and is subject to the residents' strict adherence to all aspects of this policy. Any owner-occupant who wishes to keep or replace a pet will first obtain the approval of the Trustees and sign a pet agreement. Non-owner occupants are not allowed to keep pets.
- 3) No exotic, illegal or dangerous pets are allowed. Owner-occupants may keep 1 dog, weighing no more than 30 pounds, or 2 cats. Aggressive species of dog; eg., Doberman Pinscher, Pit Bull, Rotweiler, etc. are not allowed. (Registered handicap dogs are excluded from these restrictions.)
- 4) In making a decision on whether to approve an owner-occupant's request to keep a dog, the Trustees shall take into account the dog's temperament and the arrangements the owner-occupant has made for the training and exercising of the dog.
- 5) Pets shall not be kept, bred or used for any commercial purpose. All pets must be spayed or neutered. All pets must receive all appropriate inoculations and must be maintained in accordance with applicable state and local laws and ordinances.
- 6) Dogs must wear license tags and all other pets must wear identification tags while on common property.
- 7) Pets must be confined to the Unit Owner's Unit, must not be allowed to roam free and may not be left unattended in any common area. Pets in transit are to be carried, restrained by leash or placed in an animal carrier. Pets are not allowed in the pool house or pool area.
- 8) No pet is to be left alone in a Unit for a period longer than that which is appropriate for the individual pet's needs. In general, dogs should not be left alone for more than nine hours, and other pets for more than 24 hours. When the Trustees have reasonable cause to believe that a pet is alone in a Unit and that pet is creating a disturbance, or an emergency situation appears to exist with respect to that pet, the Trustees shall attempt to contact the resident within a reasonable period to remedy the situation. If the Trustees are unable to contact the owner within a reasonable period, the Trustees may enter the Unit and make any necessary arrangements for the pet's care, including removing the pet and

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placing it in a temporary home, such as a boarding kennel. Any costs incurred will be charged to the pet's owner or the Unit Owner.

- 9) Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the dumpster. Cat litter must be placed in tied plastic bags and shall not be disposed of in toilets.
- 10) Pet owners are responsible for any direct or incidental damage to common areas caused by their pets.
- 11) Food shall not be left outside where it might attract other animals. Feeding or caring for stray animals is prohibited. Injured or stray animals should be reported to the local animal control authority for pick up.
- 12) No pet shall be allowed to become a nuisance, create any unreasonable disturbance or unsanitary conditions.
- 13) Residents are responsible for the pets of guests who visit their Unit. Such pets are subject to the same restrictions as owner-occupant pets. No pets of guests can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without the prior written permission of the Trustees.
- 14) Disabled individuals may keep registered assistance animals in their Units.
- 15) Pet owners shall indemnify the Trustees and hold the Board harmless against any loss or liability of any kind arising from their pet(s).

### **8. No Offensive Activity**

No noxious odors shall be emitted or offensive activity carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be an annoyance or nuisance to other residents or occupants. No Resident shall make or permit any disturbing noise, nor permit any activity by persons or pets that will interfere with the rights, comforts or convenience of the other residents.



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### **9. Tobacco Use**

Tobacco products may be used within a Unit provided such use does not impair the air quality of other Units, common areas and/or entryways. Violators shall be required to take corrective measures at their own expense.

### **10. Abuse Of Physical Plant**

The Trustees may charge to any Resident any and all costs associated with damage to the mechanical, electrical, or other building service system of the Condominium caused by such Resident's misuse. This rule applies to any misuse caused by any Resident's agent, tenant, pet, servant, employee or guest.

### **11. Parking**

The following rules and regulations shall apply to vehicle management at the Condominium.

- a. Parking is allowed in the designated parking areas only. No other common area parking is allowed. No vehicle is permitted to be parked in designated fire lanes or restricted parking areas nor shall any vehicle be parked so as to block access to any roadway or parking area. Use of other Unit Owners' designated parking spaces without permission is prohibited.
- b. Each operator shall use the parking facilities at his or her own risk and shall bear full responsibility for all damage to or loss to their vehicle and for injury to persons and damage to property caused by their operation of a vehicle.
- c. Vehicles must park within the lines of the parking space with sufficient room for opening doors without hitting adjacent vehicles.
- d. Without the prior written permission of the Trustees, no person shall bring or keep on Condominium common areas, including the designated parking areas, (1) no boats or boat trailers allowed in resident parking areas or common areas, (2) any truck exceeding  $\frac{3}{4}$  ton and /or having more than 4 wheels, (3) recreational vehicles (other than a 4 wheeled van), (4) mobile homes or trailers, (5) storage units, (6) vehicles too large to fit into one parking space (including limousines), or (7) vehicles designed or intended for other than normal street use.
- e. Visitors parking spaces shall be shared by all Residents and their guests on a non reserved basis.

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- f. No person shall bring or keep within the Condominium complex (1) any vehicle without a proper muffler in good working order, or (2) any vehicle which otherwise causes an unreasonable amount of noise.
- g. No derelict vehicle shall be permitted in the parking spaces or on the common property of the Condominium. A derelict vehicle is defined as a motor vehicle which exhibits any of the following: no license plate, is leaking oil or other fluids, does not display a current inspection or registration sticker, has flat tire(s), is inoperable or uninsured.
- h. Emergency maintenance, light maintenance and normal cleaning of vehicles is allowed. Oil or other fluid changes are not permitted on any part of the Condominium property. Washing of vehicles is allowed provided that all residue and cleaning equipment (cleaning solvents, rags, hoses, buckets, etc.) are immediately removed. The pavement shall be rinsed of all suds or other cleaning fluids.
- i. The parking lots will generally be plowed after three inches or more of snow has accumulated. If snow is predicted, residents shall move their vehicles to the street side back row of parking spaces, garage/garage driveway or Highland Terrace, so the plow can clear in front of the buildings.
- j. Owners/residents must ensure that visiting contractors do not obstruct parking spaces, or access to the buildings of other Residents.
- k. In addition to warnings and fines delineated in these rules, the Trustees may remove, with cause and without notice, any vehicle or equipment in violation of the foregoing provisions and assess the cost of same at its discretion to a Unit Owner, vehicle owner or Resident.

### **12. Dumpsters**

Garbage and rubbish must be wrapped or bagged and placed in a dumpster. Do not deposit items beside a dumpster. Areas in front of a dumpster shall not be obstructed at any time in any manner. All cartons must be broken down and flattened before being placed in dumpsters. Large quantities of cartons or cardboard should be broken down, tied and placed inside the recycle dumpster. Trash should be thrown as far back into a dumpster as possible. No contractor materials shall be put into a dumpster, and no discarded furniture of any kind is to be left outside. Violation of this rule shall be followed by immediate removal of the rubbish at the Resident's expense. No hazardous materials (ie. paint, flammable liquids, etc.) are to be disposed of in the dumpsters. Recycling is encouraged in accordance with instructions issued periodically by the Trustees.

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### **13. Pool**

Regulations, which are posted at poolside, are for your safety and must be strictly observed. The Trustees will promulgate rules and regulations for use of the pool on a season-to-season basis. See OPMT rules.

### **14. Recreational Vehicles**

Riding or parking of motorized vehicles, including automobiles, motorcycles and similar vehicles, on the lawns and sidewalks of the Condominium is strictly prohibited.

### **15. Rental Policy (See also Master Deed, Sec. 15)**

- a. All new or renewed leases are subject to approval by the Trustees. Kindly submit leases c/o Donna Crone at Unit 2403. As part of the approval process, Unit Owners and Tenants shall affirm that they have read, understand and agree to comply with all rules and regulations promulgated by the Trustees.
- b. Owners in affordable housing program must also submit a letter from the State Housing Authority, approving the rental in addition to a., above.
- c. All leases must contain the following provisions:
  - No smoking allowed in Unit
  - No pets
  - No more than 2 vehicles (1 in affordable units with 1 parking space)
  - Whether owner or tenant will have keys to the Pool area/ tennis Courts
  - Number of residents occupying the unit
- d. The Trustees may in their discretion require an additional deposit from tenants.
- e. Leasing of Units is limited to a minimum term of 6 months, with a limit of 2 leases per unit per year.
- f. All offsite Unit Owners shall register with the Condominium management company, the names, addresses and phone numbers of tenants in each Unit within seven (7) days of commencement of the lease for said Units.
- g. The Trustees reserve the right to screen prospective tenants and to require the use of a standard lease (Greater Boston Real Estate board single family dwelling lease or like document).

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- h. All offsite Unit Owners are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation committed by said tenant(s).
- i. Offsite Unit Owners shall protect the rights of Unit Owners who reside in units adjoining the rental property by enforcement of excessive noise and parking regulations contained in these rules and regulations and the Master Deed and Declaration of Trust.

### **16. Guests**

If related or unrelated guests will be visiting or living in a unit for more than 45 consecutive days or for more than 60 days within a 180 day period, the unit owner is required to submit a letter in advance to explain the purpose and specific length of visit.

### **17. Wastewater Treatment Facility**

Residents shall be subject to all rules and regulations as may be promulgated by the OPMT.

### **18. Tennis Courts**

The hours of use for the tennis courts shall be during daylight hours only. The Trustees shall promulgate rules and regulations for use of the tennis courts on a season-to-season basis. The tennis courts are for resident use only. Each unit is allowed two guests for use of the tennis courts. Court use shall be limited to 1.5 hours if others are waiting or as otherwise restricted by the Trustees. See OPMT rules.

### **19. Clubhouse Use**

The Trustees will promulgate rules and regulations for use of the clubhouse on a season-to-season basis. See OPMT rules.

### **20. The Beach**

The Trustees may promulgate rules and regulations for use of the beach on a season-to-season basis. Use of the beach must also be in conformance with applicable ordinances of the Town of Plymouth and of the Massachusetts Department of Environmental Protection. The boardwalk and fencing have been constructed by the Developer and will be maintained by the Trustees in order to preserve the dune areas. Access to the beach shall be by way of boardwalks only.

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### **21. Keys and Locks**

The Trustees or their designated agent may retain a pass key to each Unit and may access same in the event of an emergency. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without written consent of the Trustees. New locks or deadbolt locks must be installed by a locksmith approved by the Trustees. If such consent is given, the Unit Owner shall provide the Trustees, or their agent, with an additional key.

### **22. Outside Services**

In accordance with the Declaration of Trust, certain improvements to units exceeding \$5000 require notification to the Trustees. Also, owners are responsible for notifying visiting outside contractors that they shall not obstruct parking spaces or access to the buildings.

### **23. Collection of Overdue Common Area Fees**

The Trustees shall impose a reasonable late charge if any common expense is not received by the fifteenth (15<sup>th</sup>) day of the month when due.

### **24. Common Area Storage**

No item shall be stored/placed in the basement common areas in any building. No sporting equipment, beach equipment, electrical appliances, upholstered furniture, trash or recyclables shall be placed in any common area.

### **25. Enforcement of Rules and Regulations**

- a. Any resident or managing agent observing a violation of these rules may discuss the infraction in a neighborly fashion with the Resident in an effort to secure voluntary compliance. Residents who believe another Resident is in violation of the Rules and Regulations may submit a complaint in writing to the Trustees for their determination. All complaints to the Board shall be in writing, signed and presented to the Trustees. If the Board is in agreement with such complaint, the owner will be issued a written notice of the violation and a request to take corrective action. The first notice shall include a warning that a second violation will result in the assessment of up to \$100 fine. An alleged violator may request a hearing within 48 hours of issuance of a complaint. Such hearing shall be held by the Board or its appointed sub-committee or agent.

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- b. Should a second violation occur, the written notice of said violation assessing the fine shall include a warning that a third violation could result in additional fines or legal proceedings and, in the case of violation of Condominium documents involving pets, permanent removal of the pet from the Condominium.
- c. In the event of a third violation, arrangements shall be made for a hearing before the Trustees. (At the Board's discretion, an immediate hearing may be held if the nature of the complaint involves personal injury or the imminent threat thereof or other emergency). The Trustees may institute legal proceedings, as well as order the removal of pets in the case of violations of Condominium documents involving pets.
- d. Any violation of a Rule or Regulation, breach of any provision of the Declaration of Trust, By-Laws or Master Deed or of the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against Unit Owners or residents for such violations. No fine may be levied for more than one hundred dollars (\$100.00) for any one violation. Each day of a violation may be considered a new violation. In the case of persistent violations by a Unit Owner or Resident, the Trustees shall have the power to require such Unit Owner or Resident to post a reasonable bond to secure adherence to said Rule, the Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.
- e. Any Resident aggrieved by any fine or penalty imposed by the Trustees shall have the right to a hearing before the Board, provided however, that said Resident requests a hearing in writing with 48 hours of receipt of notice of violation and/or fine. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session by the Trustees or their designated agent, unless the Resident requests in writing that the hearing be open to all Residents.

### **26. Attorney's Fees and Costs**

Any Unit Owner or resident that violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws, Master Deed or Unit Deed, shall pay all costs and expenses, including attorneys' fees and costs incurred by the Trustees, in the enforcement thereof.

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### **27. Amendments Of Rules And Regulations**

These Rules and Regulations may be amended or repealed from time to time as provided in the Declaration of Trust.

### **28. Conflicts**

In the event of any conflict between the Master Deed, Declaration of Trust and these Rules and Regulations, the provisions in said Master Deed and Declaration of Trust shall govern in that order.

**EXHIBIT A**

Antenna Restrictions

1. Definitions

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for the radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, and appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a reception antenna.

2. (a) No Resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area granted to the Unit where the Resident resides pursuant to the provisions of the Master Deed creating the Condominium.

(b) A Reception Antenna which encroaches on the air space of another Owner's Unit or limited common area or onto the general common areas does not comply with this rule.

(c) Tenants must obtain the written permission of the Owner of a Unit before they may install a Reception Antenna on any limited common areas or exclusive use areas, as defined in the Master Deed as being within the Owner's exclusive use or control.

3. If a Reception Antenna is installed in a limited common area or exclusive use area as defined in the Master Deed, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve (12) feet in height



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must receive the prior written approval of the Board. The Owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) Reception Antennas must be placed in areas that are shielded from view from outside the project or from other Units to the extent possible; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common area or exclusive use area. In no event may Reception Antennas be installed on roofs, lawns or other common areas. Residents must first attempt to install the Antennas within the Units. If an acceptable signal is not possible, Residents must next attempt to install the Reception Antenna on their own exclusive use area. Connections of wiring must be through the glass of the nearest window or sliding glass door of the Unit Owner (or alternatively through the basement) and may not be connected through general common areas.

(d) Reception Antennas or similar structures shall not be placed in areas where they may block fire exits, walkways, ingress or egress from an area, including basement stairwells at the rear of a unit, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the Condominium. The purpose of this rule is to permit evacuation of the Units and property and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two (2) feet of electric power lines and in no event shall they be placed within an area where they can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with power lines.

(f) Any Resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements of the units, void any warranties of the Association or other owners, or impair the watertight integrity of the buildings.

(g) Any Resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements of the units, void any warranties of the Association or other owners, or impair the watertight integrity of the buildings.

(h) The Residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to:

(a) repair, maintain, remove, and replace the Reception Antenna;

(b) repair damages to the common elements, the units, other units, and other property caused by the installation, existence, or use of the Reception Antenna;

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(c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and

(d) reimburse residents or the association for damages caused by the installation, existence, or use of the Reception Antenna.

In the event a contractor - installer is used for installation, maintenance, removal or replacement of a Reception Antenna, said contractor shall carry adequate and appropriate insurance and shall name the Association as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and shall have guy wires securing the device to the building or ground, but only if said building or ground area is a limited common element. Otherwise, guy wires and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

(k) No Resident may install more than one (1) Reception Antenna or more than one (1) satellite dish.

#### 4. Process and Procedure

In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. To the extent permitted by the FCC, the Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition the Association may seek injunctive relief.

5. Transmission Antennas are prohibited.

6. At least five (5) days after any installation, the Resident shall provide a copy of the Notification Form attached hereto to the Board.

7. To the extent not prohibited by the FCC Rules and Regulations or contradicted by the terms of this Amendment, the terms of the Highlands at Ocean Point Condominium Master Deed and Declaration of Trust shall control.

8. The Resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed and shall also be responsible to the Association for any damages caused by the installation of the same.

9. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

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10. The Board may amend this Restriction from time to time as it deems necessary.

**NOTIFICATION FORM**

**For The Installation of DBS Satellite Dish  
MMDS Antenna or TV Antenna**

NOTE: This form must be completed and returned within five (5) days after the installation of an antenna.

To: Board of Trustees of Highlands at Ocean Point Condominium Trust

From: Owner's Name \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone (Home): \_\_\_\_\_

Phone (Work): \_\_\_\_\_

Unit Address: \_\_\_\_\_

\_\_\_\_\_

Type of satellite dish or antenna was installed (check any that apply).

\_\_\_\_\_ DBS satellite dish 1 meter or smaller  
(e.g. Primestar, Dish Network, Direct TV)

\_\_\_\_\_ MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)

\_\_\_\_\_ Television antenna

Installation includes a mast \_\_\_\_\_ No \_\_\_\_\_ Yes

If yes, insert total length of height of mast \_\_\_\_\_ feet

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Installation of the dish or antenna was done by the following licensed contractor

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel No.: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

A copy of the contractor's license and certificate naming the Highlands at Ocean Point Condominium as an additional named insured is attached hereto and made a part hereof.

Describe on a separate/attached sheet of paper the exact location of the dish or antenna and attach a diagram or drawing of the exact location of the antenna.

Does the location of the dish or antenna comply with the Association's regulations?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If no, state in detail the reason for noncompliance on a separate sheet of paper.

I acknowledge that I have read, understand and have complied and will comply at all times with the Association's regulations with respect to the installation of dishes and antennas.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Unit No. \_\_\_\_\_

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**EXHIBIT B**

**PET APPLICATION AND REGISTRATION FORM**

1. Only owner-occupants may keep pets and must register them with the Board of Trustees. A recent photo of the pet must accompany this form.
2. The registration requirement, including the picture, protects the pet owner as well as other residents. Should a pet get lost, the Trustees or employees of the Association can more easily return it to the registered owner.
3. Completed registration forms must be returned to the Secretary, Board of Trustees of The Highlands at Ocean Point Condominium Trust.

**Owner-occupant name:** \_\_\_\_\_  
**Owner-occupant address:** \_\_\_\_\_  
**Owner-occupant phone:** \_\_\_\_\_  
**Cell :** \_\_\_\_\_

**Dog: Breed** \_\_\_\_\_ **M/F** \_\_\_\_\_ **Weight:** \_\_\_\_\_

**Current Plymouth license #** \_\_\_\_\_

**Other pet:** \_\_\_\_\_ **M / F**

**Other pet:** \_\_\_\_\_ **M / F**

**Description of pet(s), including name:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read the Rules and Regulations of the Highlands at Ocean Point Condominium Trust and understand the sections pertaining to pets. I agree to abide by the Rules and Regulations and the Pet Rules set forth by the Trustees, and I agree that if it is found that my pet has repeatedly been in violation of the Rules and Regulations and/or Pet Rules, I will remove my pet permanently from the Condominium. I further agree to indemnify and hold harmless the Board of Trustees from any liability or loss incurred as a result of my pet.

\_\_\_\_\_  
Owner-occupant Signature Date

Board approval \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT C**

**REQUEST FOR ARCHITECTURAL AND/OR PLANTING  
ADDITIONS OR MODIFICATIONS**

**REQUESTOR:** \_\_\_\_\_

**UNIT #:** \_\_\_\_\_

**DESCRIPTION OF REQUESTED ADDITION OR MODIFICATION:**

**REASON FOR DESIRED ADDITION OR MODIFICATION:**

**DATES OF EXPECTED START AND FINISH OF PLANNED ADDITION OR  
MODIFICATION:**

\_\_\_\_\_  
**Start date**

\_\_\_\_\_  
**Completion date**

\_\_\_\_\_  
**Applicant**

\_\_\_\_\_  
**date**

\_\_\_\_\_  
**Trustee approval**

\_\_\_\_\_  
**date**