

RULES AND REGULATIONS
OF
HERITAGE WAY CONDOMINIUM ASSOCIATION

I. INTRODUCTION AND PURPOSE

1. Heritage Way Condominium Association (hereinafter the "Association") has adopted the following Rules and Regulations (hereinafter the "Regulations"). These Regulations may be amended from time to time by vote of the Executive Board or Unit Owners as provided in the Bylaws or Declaration.

2. The Unit Owners shall comply with all of the Regulations hereinafter set forth governing the buildings, public areas, recreational areas, grounds, parking areas and any other appurtenances of the Condominium.

3. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations, and any consent or approval given hereunder, at any time, by vote of the Association or the Executive Board.

4. Wherever in these Regulations reference is made to Unit Owners, such term shall apply to the owner of any unit, and to any of his employees, agents, family members, visitors, guests, invitees or licensees, or any tenant of such Unit Owner.

5. Wherever in these Regulations reference is made to the Executive Board, such term shall include, where the context so permits, the designee of the Executive Board.

II. USE OF UNITS AND COMMON AREAS

1. No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed, except as expressly provided in the Declaration.

2. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior consent of the Executive Board, except as expressly provided herein or in the Association Bylaws.

3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his unit or on the Common Elements which would be in violation of any public law, ordinance or regulation.

4. All garbage and trash must be placed or deposited in the proper receptacles designated for refuse collection.

5. Except in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended on the Common Elements.

6. No noxious, offensive, or unlawful activity shall be carried on in any unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the buildings or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners.

7. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit or otherwise, shall be conducted, maintained or permitted on any part of the Condominium. Notwithstanding the foregoing, home offices and other professional use in accordance with local ordinances which does not create traffic substantially greater than that of normal residential use shall be permitted so long as the primary use is residential.

III. PARKING

1. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles, vans, or pickup trucks designed and intended for personal use. No buses, trucks, other than pickup trucks as above set forth, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Executive Board. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached.

2. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

3. Parking vehicles so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees, shall be illegally parked at the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may result therefrom, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking and the consequences thereof.

IV. RECREATIONAL FACILITIES

1. All persons using any of the recreational facilities provided for, by, or through the Association do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. No Unit Owner shall make any claim against the Association, its servants, agents, employees, lessors, licensees, or any other person, firm or entity, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any such recreational facilities. Each Unit Owner shall hold the Association, its servants, agents, employees, lessors,

licensees, or any other person, firm or entity, harmless from any and all liabilities and any action by any tenants, guests, invitees or licensees of such Unit Owner, growing out of the use of the recreational facilities, except where such loss, injury, or damage is caused by the direct negligence of the Association or its agents, servants or employees, or the direct negligence of such lessor, licensee, other person, firm or entity, in the operation, care or maintenance of such facilities.

2. Any damage to the buildings, recreational facilities, or other Common Elements or equipment caused by a Unit Owner, his guests, tenants, invitees or licensees, shall be repaired promptly at the expense of the Unit Owner.

V. PETS

1. No animals or reptiles of any kind shall be bred, raised, or kept in any unit or on the Common Elements, except that well-behaved dogs, cats or other household pets, may be kept in the Units.

2. A pet may be maintained in a Unit so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, unreasonable crying, barking, scratching, and the like.

3. All pets must be registered and inoculated as required by law.

4. Each owner is fully responsible for personal injuries and/or property damage caused by his pet.

5. Except in designated areas, if any, pets must be leashed and leashes may not exceed six feet in length; notwithstanding the foregoing, a Unit Owners may allow their pet(s) to be unleashed within the Limited Common Element appurtenant to their Unit, provided that the pet(s) are under voice control at all times.

6. Owners of pets walked upon the Common Elements must promptly clean up and properly dispose of their pets' droppings.

VI. FINES

Unless otherwise noted, a first infraction of the Rules and Regulations will result in a written notice of violation (NOV) to the Unit Owner describing the violation and any required corrective action. The Association has the right to assess a fine for any subsequent violation of the same rule or any failure to take the required corrective action on a timely basis. The affected Unit Owner may contest any NOV by filing a written notice of appeal with the Board of Directors or property manager within ten (10) calendar days from the date the NOV is furnished to the Unit Owner. At least a majority of the Board of Directors shall conduct a hearing on the appeal within thirty (30) calendar days after receipt of the notice of appeal. The Unit Owner may submit relevant evidence and present written or oral testimony under such reasonable rules of procedure as the Board of Directors shall deem necessary to afford the Unit Owner a fair hearing of the appeal. The Board may also accept written evidence and testimony from the property manager and any interested Unit Owner. Within five (5) days following the hearing, the Board of Directors shall notify the Unit Owner of the Board's decision on

the appeal. The appeal shall be decided by majority vote of the Directors in attendance at the hearing, which decision is final.

Unless otherwise noted in the Rules and Regulations, after the initial NOV, the fine for the next violation of the rule shall be \$50.00. The fine for each subsequent violation of the rule shall double such that the fine for the third violation will be \$100.00, the violation for the fourth violation will be \$200.00, and so on. All fines must be paid, in full, within fourteen (14) days after delivery of the NOV, or, if an appeal is taken, within fourteen (14) days following a decision on an appeal. If a fine is not paid on a timely basis, the amount of the fine will be added to the assessment for the Unit in question and subject to a lien and collection for non-payment in the same manner as a lien for common charges.

VII. MISCELLANEOUS

1. In addition to all other rights which the Executive Board has for nonpayment of assessments, the Executive Board of the Association shall have the right to bar the use by a Unit Owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws of the Condominium.

2. All personal property placed in any portion of the buildings or any place appurtenant thereto, shall be at the sole risk of the Unit Owner; and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

3. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Executive Board.