

RULES AND REGULATIONS OF THE ASSOCIATION

The following rules and regulations (the "**Rules and Regulations**") are adopted by The Landing Condominium Owners Association, Inc. (the "**Association**") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01 Applicability to All Residents. The Rules and Regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned so such terms by the Declaration of Condominium for The Landings Condominium (the "**Declaration**").

1.03 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60° Fahrenheit during the winter months.

1.04 Work Hours. Any and all construction work pursuant to Sections 8.01 and 8.02 of the Declaration shall be performed within the hours of 7:00 AM and 8:00 PM.

ARTICLE II

APPEARANCE

2.01 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if the Declarant or any member of the Declarant owns at least one (1) Unit, the Declarant or such member of the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03 Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04 Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05 Laundry. No laundry is to be hung on the balcony or in windows for any reason.

2.06 Garbage. Unit Owners shall place all garbage and recyclables in the designated garbage and recycling areas, respectively.

2.07 Limited Common Elements. All decks, patios and balconies which are open to public view shall be kept in a neat and orderly condition. No personal property shall be placed or stored thereon except for grills, tables, and chairs approved by the Association unless prohibited by state or local law.

2.08 Common Elements. No personal property, including without limitation trampolines and playground equipment, shall be placed or stored on or within the Common Elements without prior written approval from the Association.

ARTICLE III

USE RESTRICTIONS

3.01 Animals. Unit Owners shall be allowed to keep up to one (1) dog and two (2) cats per Unit. All dogs shall be subject to a weight limit of thirty (30) pounds, and any dog weighing over thirty (30) pounds must be approved by the Association. Other small animals that are kept in a cage or tank must be approved by the Association. All new Unit Owners must apply to the Association for approval of any pre-existing dog at least five (5) days prior to purchasing a Unit. No Pit Bulls, Rotweilers, Dobermans, German Shepherds, or extra large breed dogs shall be allowed in the Condominium without the express written consent of the Association. All animals shall not disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. Dogs shall be leashed at all times while outside of the Unit. Any dogs whose barking is audible outside of the Unit are prohibited from the Condominium.

All animals must be registered with the Association and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up of their animals regardless of the circumstances.

3.02 Damage to Common Elements. All Unit Owners shall be responsible for damage caused by themselves or their tenants, or by any guests, agents, invitees or pets of such Unit Owner or tenant, or the pets of any guests of such Unit Owner or tenant.

3.03 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies or doors of the Units and shall be prohibited from discarding any materials into the Common Elements, including the Limited Common Elements.

3.05 Smoking. Smoking is not permitted in any of the Common Elements, including the Limited Common Elements, within the Building.

3.06 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.07 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements, including Limited Common Elements. No materials, prohibited by law or local ordinance may be stored in any of these areas.

3.08 Salting. Unit Owners are hereby prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the costs of repairing all damage caused by the use of salt.

3.09 Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01 Obstructions. Driveways shall not be used for any purpose other than the ingress and egress, including, without limitation, parking.

4.02 Parking. Unit Owners shall not be permitted to park their vehicles in any space other than their assigned spaces, and shall only permit their families, guests or invitees to park in designated areas. Unit Owners shall not park, nor shall they permit their families, guests, invitees or tenants to park upon or to block access to, the parking areas of other Unit Owners or designated fire lanes. Improperly parked vehicles shall be subject to removal at vehicle owner's expense. Unit Owners shall not leave their vehicles idling in the Parking Garage. Parking on any Condominium lawn at any time is strictly prohibited.

4.03 Service and Recreational Vehicles. Parking and storage of service and recreational vehicles, including but not limited to trailers, boats, campers, vans or other vehicles shall be prohibited. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. The Association, at its discretion, may grant a temporary waiver of these prohibitions.

4.04 Vehicle Repairs. No vehicle maintenance or repairs shall be allowed anywhere within the Condominium.

4.05 Bikes/Recreational Equipment. Unit Owners shall keep bikes and other recreational equipment in their Unit unless designated storage is provided in the Common Elements.

ARTICLE V

AMENDMENT

These Rules and Regulations may be amended only with the assent of at least Sixty-Seven Percent (67%) of the votes of Unit Owners (a "**67% Vote**"); provided, as long as the Declarant or any member of the Declarant owns any Unit, no amendment shall be effective without the written consent of the Declarant or such member of the Declarant. The Board of Directors of the Association (the "**Board of Directors**") may promulgate additional rules, which may be amended or repealed by 1) the Board of Directors or 2) a 67% Vote. The Board of Directors may not amend or repeal any Rule or Regulation adopted by a 67% Vote. Any first Mortgagee or its insurer or guarantor shall, upon written request to the

Association, be entitled to timely written advance notice of any proposed change to the Rules and Regulations.

ARTICLE VI

FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the Bylaws or these Rules and Regulations, to impose a fine against such Unit Owner according to the following schedule:

- (a) For the first offense in a given calendar year: \$25.00
- (b) For the second offense in any given calendar year: \$50.00
- (c) For the third offense in any given calendar year: \$100.00

Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing therefor by the Association shall accrue a late charge in the amount of Twenty-Five Dollars (\$25.00), plus Ten Dollars (\$10.00) for each additional day after the due date that such fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit. The Board of Directors shall have the right, no more than once per year, to change the schedule of fines set above.