

LINCOLN WOODS CONDOMINIUM TRUST

RULES AND REGULATIONS

DATED: _____ 2016

Attached to and made a part of the By-Laws of the **Lincoln Woods Condominium** (hereinafter referred to as the "Condominium").

The following Rules and Regulations are designed for the benefit of the **Lincoln Woods** community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance the quality of condominium living.

A. DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

- (1) "Residents" means and includes all Unit Owners, their assigns or lessees, and all persons residing in an unit as their domicile or legal residence. Residents shall be held responsible for the actions of their Guests, Agents, Employees or any other Invitees on the Condominium Premises (Premises).
- (2) "Unit Owners Handbook" denotes the collection of written policies and procedures contained within all condominium documentation including, but not limited to, the Rules and Regulations, the Master Deed, and the Declaration of Trust and By-Laws.

B. RULES AND REGULATIONS

1. PERMANENT USE OF COMMON AREAS:

The grounds of the common areas are for the use and enjoyment of all residents of the Condominium. In order to enhance the beauty of the building and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all similar Common Elements and other Association property shall not be obstructed or used for any purpose other than ingress and egress to and from the Condominium Property.

2. EFFECT ON INSURANCE:

No residents shall use their unit in such a fashion as to result in the cancellation of insurance or an increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the

storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gun powder, explosives, creosote, and all other materials considered combustible and/or hazardous by the Fire Department or other government agency

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. Without limiting the generality of the foregoing, residents shall not place or replace or change any decoration, light, fixture, or sign on the exterior of their unit, including exterior doors, decks, patios, privacy barriers, and balconies. This rule prohibits the drilling of holes and the use of nails to hang exterior fixtures.

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

This rule does not prohibit residents from installing dead-bolt locks or locks of a similar nature or design. Residents are encouraged to bring specific security concerns, including concerns relative to lighting, to the attention of the Trustees.

Residents may not display "For Sale" or "For Rent" signs or advertisements of any kind in the window of their Unit.

4. PATIOS, DECKS AND EXCLUSIVE USE AREAS:

Patios, decks and exclusive use areas may be utilized by the Unit Owners in accordance with the terms and conditions of the Master Deed and Trust, and in particular Article X of the Master Deed. All exclusive use areas shall be kept in an orderly fashion at all times. Residents shall not use patios, decks or other exclusive use areas for the storage of personal property, with the exception of those items customarily utilized in yard and deck areas such as chairs, tables, barbecue grills and other customary and reasonably sized personal articles. Any property that may be considered a structure or fixture, or which may otherwise affect the premium or coverage of the condominium insurance policy, or in any other way which in the opinion of the Trustees detracts from the appearance of the Condominium, is strictly prohibited without the express permission of the Condominium Trustee.

Any Barbeque Grills that are used must be moderate in size and may be used only in patio and deck areas with grill shield below. Fires must be controlled at all times. The respective unit owner shall take full responsibility for adherence to all safety regulations and condominium requirements in the use of such Grills and agrees to indemnify and hold the Condominium harmless from any loss, damage or injury that may be caused by the use of such grills. Excessive smoke which annoys neighbors is prohibited. The operation of Barbeque grills must be in compliance with all state and local fire regulations at all times.

5. LAUNDRY:

No resident shall hang laundry, rugs, drapes and the like from any unit or any appurtenance of a Unit.

6. PETS:

- (a) The Trustees may insist upon an occupant not keeping a pet which the Trustees, in their sole discretion, determine interferes with the rights of other unit owners.
- (b) All pets must be registered with the Trustees within (30) days of unit occupancy or pet acquisition. No unit owner or resident may have more than one (1) pet of no greater size than one-hundred (100) pounds, or two pets which when combined weigh less than one-hundred (100) pounds in total, that utilizes the exterior common area on a daily basis. An additional number of "interior" pets that do not utilize the exterior of the premises on a daily basis (i.e. interior cats, fish, birds, etc.) may be kept by a Unit Owner provided same do not create a nuisance or unreasonable disturbance to other Unit Owners or occupants of the Condominium.
- (c) All dogs must be licensed by the local municipality.
- (d) Pets are not allowed to urinate or defecate on Condominium lawns, shrubs, shrub beds or pavement. When pets are walked all waste products are to be immediately picked up and disposed of properly.
- (e) No pet is allowed on common lawns or shrubbery beds unless leashed and accompanied by its owner who shall use a "pooper-scooper" to clean-up after any accidents that may occur and dispose of properly in a sealed plastic bag and placed in a Dumpster.
- (f) All pets are to be walked on hand held leashes on common areas and under the control of its owner. Pets may not be confined to common areas by chairs, anchors, ropes or the like with the exception of appropriate restraint within the exclusive use area of the pet owner.
- (g) Any resident who witnesses a violation of the aforementioned rules must send a written notification (complaint) to the Trustees detailing the offense. The Resident making the complaint as well as the violator must be identified in the complaint.
- (h) Upon receipt of a written complaint (or my email), the Trustees will immediately send a written notice of the violation to the pet owner. Pet owners are entitled to review all written notices regarding their pet. The name of the complainant will not be disclosed.
- (i) Residents shall prevent their pets from becoming nuisances to adjoining residents, including but not limited to, noisy pets.
- (j) Any Owner who violates the aforementioned rules/regulations is subject to specific action based upon the following criteria:

Specific Action

- 1st Offense - written warning
- 2nd Offense - \$50.00 Fine
- 3rd Offense - \$100.00 Fine

(All Fines are payable to the Condominium Trust)

All offenses are cumulative over a twelve month period only.

- (k) Pet owners are responsible for any damage caused by their pet. Charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the pet owner.
- (l) Condominium owners who lease/rent their unit are liable for any violations of the pet rules and regulations by their tenants.
- (m) Condominium pet owners are not liable for damage caused by animals owned by non-condominium residents, except their Guests and Invitees.
- (n) Any violation of these provisions shall entitle the Association to effect all remedies including the right to fine Unit owners and/or require any pet to be permanently removed from the Condominium property upon five (5) days notice.

7. ABUSE OF PHYSICAL PLANT:

The Trustees may charge to any resident any damage to the mechanical, electrical or other building service system of the Condominium caused by such resident's misuse of the systems. This rule applies to any misuse caused by any resident's agent, servant or employee.

8. QUIET ENJOYMENT:

Each Unit Owner, Guest and Invitee upon the Premises are entitled to a measure of peace, tranquility and quiet enjoyment of the Premises that a person normally expects within the confines of one's home. The following restrictions are intended to support and uphold the Quiet Enjoyment of the premises.

- a. **QUIET TIME:** From 11PM to 6AM, there shall be no loitering, congregating, associating, or other meetings of any nature within any of the exterior common areas such as walkways, patios, parking lots, landscape areas, etc.
- b. **GENERALLY OFFENSIVE BEHAVIOR:** No obnoxious or offensive activity as determined by the Trustees shall be carried on in any Unit, or in the Common areas and facilities by any Unit Owner, Guest or Invitee. Nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other residents or occupants. No resident shall make or permit any disturbing noise by himself or herself or his or her family, servants, employees, agents, visitors and licensees and pets

hereof, nor permit anything by such persons or pets that will interfere with the rights, comforts or convenience of the other Residents.

- c. **RADIOS, PHONOGRAPHS AND MUSICAL INSTRUMENTS:** The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy the residents of neighboring units. Violations of this Regulation by a Unit Owner, or by an Owner's Guest or Invitee, shall be punishable as against the responsible Unit Owner by fines of not more than Two Hundred (\$200.00) Dollars per incident in accordance with Paragraph 13.
- d. **SMOKING:** Any persons smoking on the exterior common areas shall be responsible to extinguish all smoking materials in a safe manner and to pick up and remove from the premises any "butts" or other litter which they cause and dispose of them in a safely.
- e. **ALCOHOL:** No excessive use of alcoholic beverages are allowed in any exterior common area of the Condominium at any time.
- f. **LITTERING:** Please do not litter, leave any trash or refuse in the areas or otherwise soil the common areas inside or outside of the Buildings. Please police any common areas after using.

9. PARKING SPACES/VEHICULAR USE:

The following restrictions and regulations shall apply to general vehicular use on the condominium premises and specific use of the exterior visitor parking spaces of the Condominium:

- (a) For purposes of these Rules "Vehicle Parking" is defined as any vehicle which is stopped with its motor off and the vehicle owner has left the interior confines of the vehicle.

Vehicular Parking is only permitted in specified areas of the condominium, specifically within the parking space assigned to that Unit by the Unit Deed or Condominium Site Plan.

Any vehicle parking which occurs on the premises but outside the specifically permitted parking areas on site is strictly prohibited.

No vehicle shall be parked so as to block access to any roadway or parking area.

No vehicle which is either unregistered or uninsured or which fails to be in full compliance with the laws of the Commonwealth of Massachusetts shall be permitted to be operated or parked upon these premises.

FIRE LANE: *The Main Driveway and the cul-de-sac turn-around are known as Lincoln Woods Drive. These are considered Fire Lanes by the Lexington Fire Department. Vehicular parking on Lincoln Woods Drive, with the exception of the four*

Visitor Parking Spaces at the turn-around, is strictly prohibited. The Condominium shall maintain a strict policy prohibiting the parking of any vehicles on Lincoln Woods Drive and shall impose monetary fines for any violations thereof.

ONE WAY TRAFFIC: The cul-de-sac turn-around on Lincoln Woods Drive is deemed a One-Way traffic lane traveling in a counter-clockwise direction. Any traffic traveling in a clockwise direction on the cul-de-sac is strictly prohibited. The Condominium shall maintain a strict policy prohibiting the operation of vehicles in violation of this provision and shall impose monetary fines for any violations thereof.

- (b) Parking in defined visitor parking spaces, if any, is permissible for unit owners, owner guests, agents, tenants, workmen and any other persons having a right to be on said premises. Parking by unauthorized guests is strictly prohibited.
- (c) No unit shall have residents therein owning and housing more than two vehicles on the condominium premises at one time unless written lease term arrangements have been entered into for the lease or storage of all said vehicles. This shall include vehicles which are housed in individual garages as well as those which may occasionally park in visitor parking areas.
- (d) No unit owner shall permit residents or guests to park their vehicles on a regular basis in the visitor parking area. The Board of Trustees shall determine, in their sole discretion, what shall constitute a violation of this subparagraph. However, the following shall constitute their initial guidelines in making this determination:
 - i. Residents or their guests may not park more than one vehicle per unit overnight, more than once per week, in the visitor parking spaces without specific approval from the Board of Trustees.

The Board of Trustees shall not unreasonably withhold approval for extended parking so as to permit unit owners to have extended guest visitors, however, convenience of daily visitor parking shall take priority;
 - ii. Vehicles owned by unit residents may not be parked in the visitor parking area for more than four hours per day, exclusive of the overnight parking permitted in the preceding paragraph;
- (e) No commercial trucks, vans or vehicles, or any other type of vehicle which is not a pedestrian automobile, motorcycle or other vehicle shall be permitted to park on the site, whether in deeded private spaces or in guest parking. The only exception shall be the vehicles of any workmen working on the premises at that time.
- (f) Any violations of these parking and automobile use restrictions shall be subject to violation fines and penalties as specified in paragraph 14 of these Rules. The unit owners who are responsible for the violating vehicles to be present on the premises, either directly or indirectly by allowing violations by their guests, and whether such violation was

intentional or unintentional, all as shall be determined by the Board of Trustees, shall be responsible for the payment of all fines, penalties and any other sanctions which may be levied against the offending vehicle owner by the Board of Trustees.

- (g) In instances where vehicles are in violation of the foregoing restrictions, or in the case of unregistered vehicles being on the premises, the Trustees are authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles or the owners of Units who are responsible for the vehicle being present on the premises, as determined by the Trustees.

10. RENTALS/OFF-SITE UNIT OWNERS:

- (a) No Unit shall be rented, let, leased or licensed for use or occupancy by other than the Unit Owner except for periods of six months or more. In order to provide for a predominantly owner-occupied Condominium, no Unit may be rented without first complying with the following requirements:
 - a. Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;
 - b. A copy of the rental agreement shall be provided to all Trustees prior to the occupancy under the lease;
 - c. Said agreement contains a clause whereby the occupants agree to be bound by the terms and provisions of this Master Deed and the Declaration of Trust recorded herewith;
 - d. It shall be deemed during the period of occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the terms and provisions of this Master Deed or the Declaration of Trust recorded herewith; and further provided that
 - e. No Unit may be tenanted, rented, let, leased, or licensed for less than six (6) months, nor for transitory occupation.
- (b) All offsite unit owners shall register with the Trustees the names, addresses and phone numbers of tenants in each unit owned by the unit owner within seven (7) days of commencement of the lease of said units.
- (c) The Trustees reserve the right to screen prospective tenants and to require the use of a standard lease.
- (d) 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 by said tenant(s).
- (e) 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.

- (f) The Trustees reserve the right to require that the damage deposits for rentals be held in escrow by the Association to guarantee compliance with these Rules and Regulations.

11. COLLECTION OF OVERDUE COMMON AREA FEES:

The Trustees may impose a late charge of Twenty-Five Dollars (\$25.00) if any monthly condominium fee payment, fine, or late charge, interest or legal fees (the "assessment") is not received by the fifteenth (15th) day of the month when due. If such assessment is not received within thirty (30) days when due, the Trustees may impose a late charge of not more than Fifty Dollars (\$50.00) per month until payment in full is received. Interest and last charges may not be imposed pursuant to Section 5.4(E) of the Declaration of Trust until a fifteen (15) grace period to the fifteenth of the month has passed.

If the resident is in default of the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, the Trustees shall give notice to the unit owner, and if the

delinquent installment or assessment theretofore has not been theretofore paid, then the unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the unit owner or not less than ten (10) days after the mailing of such notice to the unit owner by registered or certified mail, whichever shall first occur.

12. VIOLATIONS:

Violation of any of these Rules and Regulations, or breach of any provision of the Declaration of Trust, By-Laws, or Master Deed, shall give the Trustees the right and obligation, in addition to any other rights or obligations imposed upon the Trustees by the Condominium Documents, to enjoin, abate or remedy the violation by appropriate legal proceeding before the Board of Trustees, or either at law or in equity (or both) to prevent the continuation of any such breach and reimburse the Associations for such violations. In addition to the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines and access damages for property damage or incidental damages against Unit Owners or residents for such Violations, and for any violations effected by the Unit Owner's Guests, Agents or Invitees. Trustees shall determine the value of any direct or incidental property damage amounts and impose such costs to be paid by the Unit Owner in addition to any fines for such violations.

All fines shall be imposed in accordance with the severity and repetitive nature of the offence. No fine may be levied for more than Two Hundred Dollars (\$200.00) for any one violation but each day of a violation shall be considered a new violation. Collection of fines may be enforced against the unit owner or residents involved as if the fine were common area charges owed by the particular unit owner or unit owners including rights to impose liens against the Unit and take other methods of debt collection. 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 reasonable bond to secure adherence to said Rule and Regulation, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

Any Unit Owner that sponsors a Guest or Invitee that violates any of the Association's Rules and Regulations shall be incur any fines, or other appropriate sanctions, imposed for such violations. The obligations of the Unit Owner in such case shall be the same as if he/she was personally responsible for the violations or infractions cited.

Any expense that is incurred by the Association to maintain, repair, or replace property which was been is damaged by the carelessness, neglect, or willful action of a Resident, his Guests, agents, tenants, or Invitees become the financial responsibility of the Unit Owner who had invited or sponsored such party. The Unit Owner shall be responsible to reimburse the Association all costs and expenses associated with the repair or replacement of such property or equipment, and shall further be responsible to reimburse the Association any incidental or indirect costs associated with such repair and replacement including collection costs and reasonable attorneys fees. This obligation shall be in addition to any other fines or sanctions applied against the Unit Owner.

13. ATTORNEYS FEES AND COSTS:

Any unit owner or resident who 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, or Master Deed as the Unit Deed (as the same may be amended from time to time) or is responsible for any such violation, shall pay all costs and expenses incurred by the Trust, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws and Master Deed or the said Unit Deed.

14. RESIDENT'S RIGHT TO HEARING:

Any resident aggrieved by any fine or penalty imposed by the Trustees shall have the right to a hearing before the Board of Trustees, provided however, that said resident requests a hearing in writing within ten (10) days of the Trustee act or action which forms the basis of the resident's grievance. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session, unless the resident requests in writing that the hearing be open to all residents. Should the Board of Trustees determine that the resident is responsible for the fine or penalty as originally charged, and that the request for hearing was frivolous and requested in bad faith, then the Board of Trustees shall have the right to impose an additional penalty in the form of costs for the hearing not to exceed \$100.00 for each hearing.

15. AMENDMENTS OF RULES AND REGULATIONS:

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

16. EMERGENCY SITUATIONS:

- a. In case of any emergency originating in, or threatening any Unit, the Board or any other person authorized by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Unit Owner of such Unit is present at the time of such emergency.
- b. To facilitate entry in the vent of any emergency, each unit owner may be required to provide the Association with a copy of his or her unit keys(s). Unit Keys will be kept are placed in a locked and secured lockbox with the Management company.

17. SATELLITE AND RECEPTION ANTENNA RESTRICTIONS

Unit Owners may install Satellite or Reception Antenna or Dishes (hereinafter referred to as an "Antenna") inside of their own unit.

In addition, no more than one (1) Satellite or Reception Antenna or Dish (hereinafter referred to as "Antenna") may be installed on an exterior exclusive use area for that Unit Owner which is appurtenant to the respective unit provided:

- i. The Antenna is not located in the front of the unit or in any portion of any driveway or parking area;
- ii. Provided it does not encroach on the air space of another owner's unit or onto general common area; and
- iii. Provided it is not set on a platform above five (5') feet above the ground level.

No Unit Owner shall install a Satellite or Reception Antenna or Dish (hereinafter referred to as "Antenna") on any portion of the common areas and facilities, nor on any of the buildings, without the express written consent of the Board of Trustees. In response to such a request, the Trustees shall limit any installation to the following conditions:

- a) Antennas shall be no larger than necessary for reception
- b) Any antennas to be installed over twelve feet in height must receive prior written approval of the Trustees. Unit Owners must submit a written request to include detailed drawings of the structure, location, and means of anchorage.
- c) Antennas should be placed in areas that are shielded from view from outside the development or from other units, provided that nothing in this rule shall require an Antenna to be placed where it precludes reception of acceptable quality signal. In no event shall an Antenna be installed on roofs, lawns or other general common areas.
- d) Antennas shall not be placed in areas where they block fire exists, walkways, ingress or egress from any area within the development.
- e) Antennas shall not be placed within two feet of electric power lines.
- f) Antennas that are permitted to be placed outside the building, or attached to the side of the building, may be required to be painted to match, or be compatible with, the color of the building. In addition, the Trustees may require a resident to install and maintain inexpensive screens or plant to shield the Antenna from view.

- g) Any Unit Owner installing, maintaining or using an Antenna shall do so in such a way that does not damage the general common elements or facilities, or the Units, void the warranties of the Trust or other owners, or impair the watertight integrity of the buildings.
- h) Unit Owners who own, use or have an Antenna installed are responsible for all costs associated with their Antenna including, but not limited to, costs to: a) repair, maintain, remove, and replace the Antenna; b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Antenna; c) pay for medical expenses incurred by persons injured by installation, existence or use of the Antenna; and d) reimburse residents or the Trust for damages caused by the installation, existence, or use of the Antenna. Any Unit Owner that hires a contractor to install an Antenna is responsible to obtain evidence that the contractor is fully insured with workers compensation and general liability insurance prior to the commencement of the work.
- i) Unit Owner shall not permit their Antenna to fall into disrepair or to become a safety hazard, and are responsible to pay for the removal of such Antenna should the Trustees notify the Unit Owner that removal is necessary.

In the event of a violation of these rules, the Trustees shall make such determination in accordance with the terms and provisions of the Trust. The Unit Owner shall be notified of any violation and shall be given ten (10) days to correct same, failing which the Unit Owner shall be subject to sanctions as provided by the provisions of the Trust and Rules and Regulations of the Association. In addition, the Trustees may bring an action in any court having jurisdiction the matter, and may seek injunctive relief. The Trustees shall be entitled to fines, reasonable attorneys fees, and costs and expenses if these rules are found to have been violated and if the resident does not correct violation within ten (10) days of the Trustees finding of a violation.

Miscellaneous Provisions: 1) Transmission Antennas are not allowed under these provisions. 2) The Unit Owner is responsible for the immediate removal of the Antenna if it must be removed for the Trustees to repair, paint or maintain the area where it is installed. 3) If any of these provisions are ruled invalid, the remainder of these rules shall remain in full force and effect. These provisions may be amended from time to time as deemed necessary by the Unit Owners.

18. INSPECTION & MAINTENANCE OF STORMWATER INFILTRATION FIELDS

Unit Owners and their guests must be mindful that the surface rainwater drainage systems for the impervious surfaces of the parking lots and walks on these premises include drainage facilities consisting in part of subterranean infiltration fields located beneath driveway and parking areas. These drainage systems must be kept free of debris and maintained on a consistent basis to prevent them from becoming clogged up and eventually failing in their purpose of accepting and infiltrating rain water into the ground for the condominium. Consequently, the following regulations are adopted with regard to the drainage systems:

- a. Unit owners and their guests are prohibited from littering on the premises or dropping any items on the premises which may find their way into the catch basins or trench drains in the parking lot areas which may lead to the infiltration fields beneath the parking lots;
- b. Trustees must have leaves and other debris picked up in the fall on a timely basis to limit the leaf accumulation in the systems;
- c. Trustees must have sand and other winter debris swept from the parking lots each spring on a timely basis to limit the sand entering the drainage system; and
- d. The Condominium is responsible to inspect and maintain underground stormwater infiltration fields that have been installed upon the property in accordance with the "Program For the Inspection and Maintenance of Proposed Stormwater Management System and General Maintenance Program for Lincoln Woods Condominium located at Lincoln Woods Lane, Lexington, Massachusetts" dated December 22, 2015 which is attached hereto. The Condominium is also responsible to follow maintenance of the stormwater Stormceptor structure as provided for in the Rinker Stormceptor System Owners Manual. A copy of the above referenced "Program For the Inspection and Maintenance of Proposed Stormwater Management System and General Maintenance Program for Lincoln Woods Condominium located at Lincoln Woods Lane, Lexington, Massachusetts" and Rinker Stormceptor System Owners Manual have been attached to the end of these Rules & Regulations and are hereby incorporated herein and made a part hereof. Trustees must have the drainage system and infiltration fields inspected at least once each year by a qualified drainage company, have any debris or sand accumulated in the sump areas cleaned out by such companies, and have any repairs conducted on the system should any repairs be required prior to additional damage or failure of the system.

19. DUMPSTERS & TRASH REMOVAL

To provide a healthy environment and in order to eliminate odors and vermin strict adherence to trash removal etiquette is required, any violation of which is enforceable by fine or otherwise by the Trustees. All Unit Owners are responsible to make sure that all their trash and refuse is disposed of in sealed plastic trash bags or covered trash barrels and kept in their garage until the night prior to trash pickup. The Condominium is responsible to pay for its private trash pick up and any regulations of the Trash Contractor shall be adhered to by Unit Owners. No trash of any kind shall be left outside the unit for any length of time.

20. MAINTENANCE OF LANDSCAPING AND GROUNDS

The Condominium shall maintain the landscaping and grounds as so as not to be a detraction to neighbors. The Condominium shall also maintain the common path as a part of its standard landscaping care. The Condominium landscaping, completed in accordance with the Landscaping Plan of Land (Landscaping Plan) dated _____ by Landscape Architect Gary Larson, shall be maintained by the Condominium in the following manner:

- A. All plantings (which includes all trees, shrubs and lawn area) shall be fertilized and watered a basis consistent with the requirements of the particular plantings. Fertilizing shall be completed at intervals of at least 2 – 4 times per year. Watering shall be completed by use of an irrigation system. The lawn shall be mowed on a regular basis;
- B. All plantings shall be examined on an annual basis to determine the health of the plantings. Any diseased or dead plantings shall be removed and replaced with a planting consistent with the respective plant species and size of the plant as described in the Landscape Plan. Any damaged plantings shall be cared or tended to. All overgrown planting shall be pruned as required.
- C. A complete and thorough spring and fall clean-up shall be completed of the entire premises on an annual basis. This shall include the removal of all dead leaves and debris, and a meticulous raking of the grounds and maintenance of the walking path and recreational areas.
- D. **Unilock Eco-Priori Pervious Pavers:** The Patios, front Walkways and the individual driveways and parking areas spaces have been constructed of Unilock Eco-Priori Pervious Pavers over a 12” sub-base of ¾” crushed stone to permit infiltration of water and reduce runoff and erosion damage. These paver areas shall be maintained by the Condominium as part of its landscaping maintenance in accordance with the Maintenance Guide provided by Unilock which requires periodic sweeping and machine blowing of dirt from the pavers, and especially from the ¼” stone joints between the pavers, to prevent interference with the water permeability of the paver system.
- E. The duties and obligations imposed by this Maintenance Plan are intended to run with the land and become the obligation of the Petitioner’s successors and assigns to these premises which will be the purchasers of these proposed townhouse units. The unit owners, through the Condominium Association, shall be obligated to follow the terms and conditions of this Maintenance Plan which shall be permanently incorporated into the condominium documents of this development. This Maintenance Plan shall not be construed to limit the ability of the proposed Condominium Association from making reasonable and improving modifications to the Landscape Plan, from time to time in the future, as they deem necessary and proper.

21. SNOW REMOVAL

The Condominium shall maintain a continuous snow removal plan that requires all driveway, sidewalk, parking areas and private unit driveways to be cleared of snow as a responsibility of the Condominium Association as a whole (and not that of the individual unit owners or residents) whenever there is a snowfall of 1” of greater within a 24 hours period. The Plan shall require that all access areas be maintained free of ice and snow, that de-icing agents and sand be used to preserve a safe and unimpeded access by all emergency vehicles and personnel at all times.

The Condominium shall retain the services of a professional snow removal Contractor who shall be responsible to plow and/or shovel snow, ice and slush from the roadway, sidewalk, and all driveway and visitor parking payments, as well as one walkway per unit on the premises whenever there is a snow fall of at least 1”.

Snow removal shall include piling on snow storage areas on the attached Snow Storage Area Site Plan.

Plowing shall be completed as early as reasonably possible in the day and shall include the application of Dow/flakes (Calcium, Potassium, and Magnesium chloride) or other non-corrosive and safe de-icing methods to melt ice, as well as sand, to avoid slipping hazards and to maintain emergency accessibility. No sodium chloride or any form of rock-salt shall be used on the premises at any time.

Dated: _____

Ronald A. Lopez

Trustee