

EXHIBIT "A"

**TO THE DECLARATION OF TRUST OF
SUMMER REACH CONDOMINIUM TRUST
RULES AND REGULATIONS**

The following Rules and Regulations have been established for the benefit of all Unit Owners in the Condominium and to assure peaceful enjoyment of the Common Elements. They are also intended to protect and enhance the value of the property of the Unit Owners. All residents of the Condominium and their guests are expected to abide by the following:

1. No use shall be made of the Common Elements other than the uses permitted by the Master Deed, the Trust, or by the Trustees;
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Trustees in writing;
3. Each Unit Owner shall be obligated to maintain in good repair and order his own Unit and the interior portions of any exclusive use areas in the Condominium to which he has an exclusive right and easement, as set forth in the Master Deed, except that the obligations to maintain Exclusive Use Easement Areas of Units shall be governed by §4.3(C)(4) of the Master Deed;
4. Nothing shall be done or kept in the storage areas or other structures or improvements which are treated as exclusive use areas under the Master Deed or Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in the exclusive use areas or the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the exclusive use areas or the Common Elements;
5. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building other than Temporary (as hereinafter defined) and seasonal greetings, welcome signs and reasonable Seasonal Ornamentation (collectively, "Decorations"). "Seasonal Ornamentation" shall mean decorations such as wreaths, white lights, or bows, and may be subject to such additional Rules and Regulations as may be established by the Board of Trustees. Decorations shall not be permitted in landscaped areas. To

the extent that Decorations are potted plants, they may be placed on the bricked area of an entryway to a Unit and may be placed on a deck/patio appurtenant to a Unit. "Temporary" shall mean and refer to the period from November 15 through January 15. All Seasonal Ornamentation shall be removed by January 15;

6. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Trustees;
7. No clothes, linens or similar materials shall be hung or otherwise left or placed in or on the Common Elements or on deck/patios, except as the Trustees in writing may allow during specified periods when airing of clothes and other items may be essential. No such articles shall be placed in a Unit or on the deck/patio adjacent thereto, so as to be exposed to public view, and no linen, cloth, clothing, curtain, rug or mop shall be hung (or shaken) from any window, door, deck/patio;
8. Unit Owners may place their names only in such places outside the Unit as may be provided by the Trustees;
9. Sporting goods, lawn furniture, and other personal articles and equipment shall not be left outside, except in the Privacy Section of the land adjacent to a Unit. For the purposes of the foregoing, the Privacy Section shall be that portion of the Exclusive Use Easement Area adjacent to the Unit bounded in the rear and side by the boundary lines of the Exclusive Use Easement Area (but excluding all parking areas and driveways) and at the front by a line extending from that portion of the front façade of the Unit which is furthest away from the street and extending to the side boundary line of the Exclusive Use Easement Areas in a line running parallel to the street. When such articles are in use outside, they shall be maintained and used in such a fashion as to meet the standards established in writing by the Trustees from time to time;
10. No noxious or offensive activity shall be carried on either in any Unit, any exclusive use areas or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners;
11. No person shall make or permit any improper noise or disturbance of any kind within the Condominium, produce objectionable odors, or permit anything to be done that will interfere with the rights, comforts or

convenience of other persons within the Condominium. Owners and their guests will be expected to reduce noise levels after 9:00 p.m. (until 8:00 a.m.) so that neighbors are not disturbed. At no time may musical instruments, radios, phonographs, TV's or other audio equipment be so loud as to become a nuisance;

12. There shall be no use of the exclusive use areas or the Common Elements which injures or scars the same or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the other Unit Owners and their guests. No group of children, adolescents, or adults will be allowed to congregate other than in those areas which are specifically designated as "recreational" by the Trustees in writing. There shall be no organized sports activities, or picnicking or fires, except in those areas, if any, which are approved for such use in writing by the Trustees. Under no circumstances may a fire of any kind be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the local fire department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority or by the Board of Fire Underwriters, or which will increase or tend to increase the risk of fire or the rate of fire insurance. The sidewalks, parking areas, drives and roadways shall not be obstructed or encumbered for any purposes other than ingress and egress;
13. There will be no littering. Paper, cans, bottles, cigarette butts, and other trash are to be deposited only in trash containers, and under no circumstances are such items to be dropped or left on the Common Elements or swept or thrown from or out of any garage. No garbage or refuse and/or waste matter shall be removed from a Unit except to such place and in such manner as the Trustees in writing shall direct;
14. Nothing shall be done in any Unit or in, on, or to the exclusive use areas or the Common Elements which will impair the structural integrity of any Building or which would structurally change the Building, without the prior written consent of the Trustees;
15. Nothing shall be placed on or constructed in or removed from the Common Elements except with the written consent of the Trustees;
16. Improvements, maintenance and landscaping of the Common Elements shall be done only by the Trustees, unless otherwise allowed in writing by the Trustees, except for such portions of the Exclusive Use Easement Areas specified in §6.3(A) of the Master Deed and subject to the provisions of §4.3(C)(4) of the Master Deed;

17. Except in areas designated by the Trustees, there shall be no parking of motor vehicles, playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, on any part of the Common Elements except that the roads, walks, parking areas and driveways may be used for their normal and intended purposes;
18. No Unit Owner or occupant or his family, guests, agents, servants, employees, licensees, or tenants shall permit any truck over 3/4 ton capacity or commercial vehicle, camper, mobile home, motorhome, house trailer, or trailer of any other description, recreational vehicle, boat or boat trailer or horse trailer to be parked or to be stored in any Unit, driveway, or parking space other than in an enclosed garage with the garage door closed. Motorcycles and mopeds are permitted. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Declarant's or Trust's vehicles. No unregistered and/or dilapidated vehicles shall be permitted to be parked anywhere on the unenclosed Condominium premises.
19. "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit or deck/patio thereon. The right is reserved by the Declarant or its agents, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units or on any part of the Common Elements;
20. Nothing shall be hung from the windows or placed upon the window sills. The foregoing shall not, however, interfere with the right of Unit Owners to select (subject to Rule 7 above) draperies and curtains for their Units, provided that only finished draperies or curtains may be used. Garbage or trash cans shall not be placed outside of any Unit except as specified by the Trustees. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Trustees may direct in writing;
21. No television or audio speakers shall be attached to any wall that is a common wall between a bedroom of one unit and a bedroom of another unit.
22. Gas fire pits and hot tubs are permitted within the Exclusive Use Easement Area of a unit provided that the hot tub or the fire pit and any seating arranged around the fire pit is fully screened from the view of adjacent homes and common areas by vegetation and/or fencing. Any hot tubs or gas fire pits installed by a homeowner along with any required supplemental screening must be approved by the Trustees pursuant to these rules and regulations and Section 6.3 of the Master Deed. In order to approve such a request the Trustees shall give preferential consideration to

the opinion of all neighbors within a 100 foot radius of the proposed improvements.

23. Privacy fencing is restricted to locations that are constructed in connection with the initial delivery of the unit by the Declarant and other locations in which a unit owner or the Trustees determine fencing is appropriate and necessary. Any requests of the Trustees by a unit owner must be in writing, show detailed plans and specifications of the proposed fencing and shall only be permitted in locations where individuals and/or cars are determined to be passing in close proximity to an exclusive use easement area of a unit and would provide an unimpeded view of the adjacent area. In all cases fencing shall be minimized and vegetative screening is encouraged.
21. Any damage to any Building or the Common Elements caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants, shall be the sole responsibility of the Unit Owner;
22. No person including any Unit Owner, shall enter, or go through, the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions, or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Trustees and provided, further, that Declarant, its agents and employees, may engage in such activities in connection with its sales and (if any) leasing activities;
23. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, or whether designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Common Elements;
24. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, or tenants;
25. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, or tenant, to any employee or agent of the Trustees or Manager, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant and the Trustees and Manager, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant and the

Trustees and Manager shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith;

26. The Trustees and Manager and their designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit, or change the exterior Unit numbers without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees or Manager and their agent with any additional keys to permit exercise of their right of access to the Unit;
27. Unit Owners will be responsible for the actions of their guests. If a guest creates a nuisance to any Unit Owner, the Trustees have the right to request that the guest leave. Responsibility for such supervision shall rest with the Unit Owner who is the host of the guest;
28. The use of the individual Units and Common Elements, by Unit Owners, or any occupant, or any member of his family, or his agent, servant, employee, licensee, or tenant, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Declarant, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor;
29. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time in writing by the Trustees;
30. These Rules and Regulations, and any amendments hereof, shall not restrict or prohibit activities of the Declarant in maintaining, renovating and/or using the Common Elements or the Units owned by it if such activities are reasonably related to its sales and (if any) leasing activities nor otherwise limit the Declarant's exercise of the rights and easements reserved under the Master Deed;
31. No person under the age of 16 years old may use the Recreational Facilities unless accompanied and supervised by a Unit Owner, occupant of a Unit, member of a Unit Owner's family, or employee or guest of a Unit Owner age 16 years or older. If there shall at any time be more than one Recreational Facility, all persons under the age of 16 years old shall use only such of the other Recreational Facilities as the Trustees may designate;
32. All leases, rental agreements, or agreements in the nature thereof, for all or any part of any Unit and/or any garage shall be in writing and shall be

specifically subject to the requirements of the Master Deed (including, without limitation, §6.1(D) of the Master Deed), this Trust, and these Rules and Regulations of the Condominium. No such lease, rental agreement or agreement in the nature thereof shall be effective unless a fully executed copy thereof shall first have been presented to and approved by the Trustees. Such approval shall not be unreasonably withheld, provided that the document(s) presented to the Trustees shall include sufficient financial and other reference information about the prospective occupant(s) to enable the Trustees to determine that such leasing, licensing or rental to such person(s) would not be inconsistent with the requirements of the Master Deed, this Trust and these Rules and Regulations. If the Trustees shall fail to notify the Unit Owner requesting such approval of their decision within fifteen (15) days of the Trustees' receipt of all requested information, such approval shall be deemed automatically granted. No leasing, licensing or rental by any Unit Owner and no approval thereof by the Trustees shall be exercised so as to discriminate on the basis of race, creed, sex, color or national origin. Except with respect to the non-discrimination requirement, this restriction shall not be applicable to the Declarant; and

33. The keeping of pets in a Unit shall be governed by Item 2 of the "Restrictions on the Use of the Buildings and Units" attached to the Master Deed as Exhibit C.

EXHIBIT "B"

PERMIT OBLIGATIONS

The following is a list of obligations to be undertaken by the Trustees pursuant to §5.1(T) of this Trust:

I. Ongoing Clean-up and Maintenance Obligations:

1. Spring Clean up:

- a. Remove all winter sand and debris from lawn edges, sidewalks, and parking areas.
- b. Remove winter damage from trees, shrubs and perennial beds.
- c. Clean out and cultivate all shrub and perennial beds.
- d. Remove winter debris and leaves from all areas.
- e. Edge beds, tree rings, sidewalks and parking areas.
- f. Apply a weed retardant, such as Preen, to all beds.
- g. Mulch all shrub and perennial beds.
- h. Thatch rake lawn areas to remove matted grass, as required.
- i. Top dress and seed all bare spots in lawn, as required.
- j. Repair plow damage along roadway and driveway edges, if any.
- k. Remove any sediment accumulation within catch basins and infiltration basins.
- l. Inspect and vacuum as necessary all Water Quality Devices.
- m. Inspect and vacuum as necessary underground infiltration area located at the northern end of Ardmore Lane.

2. Weekly Maintenance:

- a. Mow all lawn areas. Cut grass to a height of 2 1/2" in the spring and fall, and 3 1/2" in the summer. Note that lawn areas are irrigated.
- b. Catch and dispose of grass clippings off-site.
- c. Trim all lawn areas including walls, trees, foundations and walkways.
- d. Pick up and dispose of all trash and debris from lawn, beds, sidewalks, roadways and parking areas.
- e. Remove grass clippings from sidewalks.
- f. Weed shrub and perennial beds as necessary.

3. Periodic Maintenance:

- a. Prune and/or shape all shrubs in spring and fall as appropriate for the various species.

- b. Deadhead perennials, as needed.
- c. Remove all clippings and dispose of clippings off-site.
- d. Edge all sidewalks and curbing, as required.
- e. Prune sucker growth from bottom of trees, as needed.
- f. Provide maintenance to irrigation system as needed
- i. Repair and maintain tot lot equipment to insure proper safety at all times.

4. Fall Clean-up:

- a. Remove all leaves from lawn areas.
- b. Remove all annual plants.
- c. Remove leaves and debris from all beds including the fenced in patio areas.
- d. Dispose of all leaves and debris off-site.
- e. Clean all sidewalks and parking areas.
- f. Winterize irrigation system and irrigation well.

5. Snow Removal

- a. Snow shall be removed around all hydrants
- b. Hammerhead Turnarounds, including but not limited to the ends of Walker Way and Compass Road shall be plowed and shall not be used for snow storage or storage of any kind. These are emergency turnarounds for fire apparatus.

6. Pump Station

- a. Wet well shall be serviced every 6 months.
- b. Backup Generator shall be serviced annually.