RULES AND REGULATIONS
OF
FAIRWAY POND CONDOMINIUM ASSOCIATION

I. INTRODUCTION AND PURPOSE

1. Fairway Pond 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, terraces, decks, drives, 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. Each unit shall be used as a residence for a single family, its servants and guests.

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 for the buildings or contents thereof applicable for residential use 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 will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any public law, ordinance or regulation. No strip or waste shall be committed on the Common Elements.

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 in parking areas, sidewalks, or lawns or elsewhere on the Common Elements.

6. Each Unit Owner shall keep his unit in a good state of preservation, repair and cleanliness and shall not dispose of dirt or other substances by sweeping, shaking or throwing from the doors or windows of his unit.

7. Nothing shall be done in any unit or on the Common Elements which may impair the structural integrity of the buildings or which may structurally change the buildings, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

8. 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. All Unit Owners shall keep the volume of any radio, television or musical instrument in their units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound producing devices in a unit between eleven o'clock in the evening and eight o'clock in the morning if such operation shall disturb or annoy other occupants of the buildings.

9. 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 nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Condominium or in any unit, without the prior written consent of the Executive Board, nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Declarant and the Executive Board to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any Mortgagee who may become the owner of any unit to place one reasonably appropriate sign on or in any unit owned by such Mortgagee.

10. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such unit. The prohibition herein is intended to include without limitation laundry, clothing, signs, awnings, canopies, radio or television antennas, dishes, or any other similar items. Provided, however, that reasonable air conditioning units or apparatus may be installed in windows on the side or rear of the unit but not on the front of such unit. No clothes line, clothes rack, or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Executive Board. Terraces or decks shall not be used as storage areas. No terrace or deck shall be enclosed or covered by a Unit Owner without the prior consent in writing of the Executive Board. Gas or kerosene heaters, whether vented or unvented, are not permitted without the prior consent in writing of the Executive Board.

11. Each Unit Owner shall be responsible for the maintenance and repair of his unit as well as the utilities and sewer servicing such unit. Any damage occasioned by the Unit Owner's misuse thereof shall promptly be repaired by the Unit Owner, and, if he shall fail to undertake such repair, the Association may repair the damage and assess such cost to the Unit Owner.

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. Further, all Unit Owners shall use and occupy those parking areas and spaces designed or set aside for their respective units.

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. ACCESS TO UNITS

1. The Association shall have the right to emergency access to units in the Condominium, and each Unit Owner shall provide to the Association a working copy of any key(s) required to gain entry to any unit. These key(s) shall be coded in such a way as to prevent identification by unauthorized persons and kept by the Association in a secure location for use only if entry to such unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the Common Elements or other units. In no event shall such key(s) be used to facilitate entry to a Unit for purposes other than those indicated above. No Unit Owner shall alter any lock or install additional locks on any doors of his unit without the prior written consent of the Executive Board.

2. The agents of the Executive Board, and any contractor or workman authorized by the Executive Board, may enter any room or unit in the buildings with the permission or consent of the Unit Owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of inspecting, maintaining or repairing the unit, including without limitation inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking measures as may be necessary to control or exterminate any such vermin, insects or other pests.

VI. 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, not to exceed three in number, 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.

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

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.

FAIRWAY POND CONDOMINIUMS

Summary of Changes to the Rules & Regulations

(Issued by the Board of Directors and approved by a majority vote of owners)

Category	Rule Change or Addition	Issue Date
Pets	No animals or reptiles of any kind shall be bred, raised or kept in units except well-behaved dogs and cats. Maximum limit of 3 pets. No pet to exceed 25 lbs without prior approval from the Board. Owners must clean up after pets. All pets must be registered and inoculated as required by law.	June 2003 (amended by declarants atty) Amended 6/27/05
Safety	All homes are required to keep a fire extinguisher. We recommend a type ABC.	January 2004
Parking	The maximum number of vehicles allowed for any unit is three (3). The third vehicle must be parked in the back.	April 2004
Decorations	Exterior decorations are only permitted during designated periods and must fit within the "Holiday Decorating Guidelines" (see Decorating Guidelines)	April 2004
Leases/Rentals	There will be no more than 6 units that can be leased/rented at any one time. All leases must be pre-approved by the Board as stated in the condo docs.	May 2005 Amended and Recorded 2/21/07

FAIRWAY POND CONDOMINIUMS
Summary of Changes to the Rules & Regulations

Category	Rule Change or Addition	Issue Date
Pets	No animals or reptiles of any kind shall be bred, raised or kept in units (or common elements) except small-to-medium sized, well-behaved dogs, cats and other household pets. Maximum limit of 2 pets. No pet exceeding 25 pounds may be obtained or maintained without prior approval from the Board, following a request by the prospective pet owner and an opportunity for the Board to observe the pet. The Board has sole discretion to approve or deny a pet request on a case-by-case basis. Pet Owners/keepers must clean up after pets. All pets must be registered and inoculated as required by law.	June 2003 (amended by declarant's atty) Amended 6/27/05 Amended 12/ __/ 2011

FAIRWAY POND PET POLICY
(AMENDED June 27, 2005;
AMENDED December ___, 2011)

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 small-to medium, well-behaved dogs, cats or other household pets, not to exceed two (2) in number, shall be permitted, subject to the provisions below.

    a. No pets exceeding 25 pounds shall be bred, raised or kept **without prior approval of the Board**, which approval or denial shall be on a case-by-case basis and shall be at the Board's sole discretion.
    b. Any unit owner or leaseholder (renter) wishing to obtain and/or maintain a pet meeting or exceeding the guidelines in subparagraph (a) above must first notify the board that it wishes to obtain such a pet and permit the board an opportunity to meet with the prospective pet owner and observe the animal in question.
    c. The number and size of any pets owned or maintained shall be fully disclosed by prospective buyers in all purchase and sale agreements, leases and subleases, which shall be subject to review and approval/denial by the Board in accordance with subparagraph a before any closing, or before any lease is fully executed.

2) A pet that meets or otherwise conforms to the requirements of Paragraph 1) [including applicable subparagraphs] may be maintained in a unit so long as it does not cause, create or constitute a nuisance. Actions which will constitute a nuisance include, but are not limited to, unreasonable crying, barking, scratching, biting and the like.

3) All pets must be registered and inoculated as required by state and/or town law.

4) Each pet owner and unit owner (or renter) is fully responsible for any personal injury and/or property damage caused by his/her pet(s).

5) Except in designated areas, if any, pets must be leashed and the leashes may not exceed six (6) feet in length.

6) Owners of pets walked upon the Common Elements must POMPTLY clean up and properly dispose of their pet's droppings/waste. No pet is permitted to relieve itself on the grass surrounding the buildings. They may be walked in the parking lot or on the outlining street/property.

7) Any unit owner who violates any of the foregoing provisions may be subject to enforcement actions and sanctions as provided under the By-Laws, Articles of Incorporation and regulations governing the Association

NEW RULE ADOPTED BY THE

BOARD OF DIRECTORS OF THE

FAIRWAY POND CONDOMINIUM ASSOCIATION

The following is adopted as a rule of the Association, pursuant to the power of the Board of Directors (also known as the Executive Board) to adopt Rules or Regulations, contained in Section 5.8 of the By-laws of the Association:

> *Antennas of all types, including but not limited to satellite dish type antennas, may only be attached or installed completely within legal boundaries of a unit. No portion of any antenna may be installed, mounted, or placed, permanently or temporarily, in the common areas of the Condominium, or attached to or installed upon any Common Elements or Limited Common Elements of the Condominium.*

I hereby certify that this Rule was adopted at a duly called meeting of the Board of Directors of the Fairway Pond Condominium Association on _____ ___, 2008, at which a quorum was present and voting.

_____

(signature of Association's Secretary)

Print Name:_____

Seen and agreed to:

_____

[Print Name] . Owner of Unit # _____

FAIRWAY POND PET POLICY

(AMENDED June 27, 2005)

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, not to exceed two in number nor to weigh greater then 25 pounds.

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 state and/or town law.

4) Each owner is fully responsible for personal injury and/or property damage caused by his/her pets(s)

5) Except in designated areas, if any, pets must be leased and the leashes may not exceed six (6) feet in length.

6) Owners of pets walked upon the Common Elements must PROMPTLY clean up and properly dispose of their pet's droppings/waste. No pet is permitted to relieve them self on the grass surrounding the buildings or the putting green. They maybe walked in the parking lot or on the outlining street/property.

HOLIDAY DECOR AND SPECIFICATIONS:

1. Absolutely no flags of any kind except at designated times of the year. This includes 8 ½ by 11 flags and garden flags as well as mounted flags. Exceptions are as follows:
    a. Holiday Flags (Not to exceed 3'x5'
        i. Holiday flags will be allowed for all major holidays provided they are hung no more than one week before the holiday and are taken down within one week after. (Exception to this time period is during the "Winter" Holiday season only. Dec.- Feb.)
2. *Building* Mounted wreathes, flowers and ornaments. (Door wreaths are acceptable)
    a. Must be approved by all neighbors in building
    b. Must be approved by board members
3. Holiday Lights
    a. White lights only for the interior and exterior. (Windows are considered part of the common elements)
    b. Lights on balcony railings only, not allowed on deck posts.
    c. No outside extension cords on front of units as there are no outside outlets available and this poses a fire hazard.
4. Front Stoop decorations
    a. Potted plants accepted
    b. Holiday ornaments – board has final approval on anything out of the ordinary.
    c. No flags (with the exception of the above policy)
    d. No built or oversized structures in doorways – all building must be approved by board
    e. Nothing larger than coded space for fire entrance or exit.
5. No silk or fake plants potted or planted in any common area of the property.
    a. Highly recommended avoiding fake plants of any kind. Exception is evergreen wreaths for the holidays, ornaments between buildings or a pot on your doorstep.
6. No plants potted or seeded in any common area, even in front of doors w/o permission of surrounding neighbors.
7. No fake plants planted into the ground around doorways or in common area.
8. All new bushes or plants in any common area must be approved by the board of directors
9. Garden ornaments, such as rocks, finials, statues etc. must be approved by the board and board has the sole right to request removal of any ornament that they consider objectionable to the culture of the community.
10. No Wind chimes whatsoever or outside noisemakers. (According to original bi-laws)
11. Board must approve additional shrubbery or replacement of dead bushes before planting.
12. No signage of any kind in any common area. Example "The Smith's" That sign must be on the door, not the common garden or walkway.
13. No window boxes – okay for deck railing. This is necessary due to the fact that they are hard to match and causes holes in the framework.

Effective October 1, 2004