

RULES AND REGULATIONS FOR LAKECREST CONDOMINIUMS

A. General Rules and Regulations.

1. No part of the Lakecrest Condominiums, Pittsfield, Massachusetts, (the 'Condominium'), shall be used for any purposes except those set forth in the Master Deed (the 'Master Deed') of even date with and recorded with the Lakecrest Condominium Trust (the 'Trust').

2. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without prior consent of the Trustees except as expressly provided herein or in the Trust. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any area or facility, the exclusive use of which is provided to said Unit in accordance with the provisions of the Trust and the Master Deed.

3. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the buildings of the Condominium (the 'Condominium Buildings'), or Contents thereof, applicable for residential use, without prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas and facilities which will result in the cancellation of insurance on the Condominium Buildings or the contents thereof, or which would be in violation of any law. No waste shall be committed in the common Areas and Facilities.

4. No Unit Owner shall cause or permit anything to be hung or displayed on the outside windows or placed on the outside walls or doors of the Condominium Buildings or Units, and no sign, awning, canopy, shutter, or radio or television antenna (except for the master antenna system, if any) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Trustees. In addition, all garden hoses or other such equipment left or placed outside of the Building shall be of a green color.

5. No "For Sale" or "For Rent" sign or signs of any type shall be placed in or about the premises at any time without the express written permission of the Trustees.

6. No animal, reptiles or pets of any kind shall be raised, bred, kept or permitted in any Unit or in the Common Areas and Facilities except that:

(a) Unit Owners may keep in their Unit dogs, cats or other household pets (hereinafter collectively, 'household pets') owned by such Unit Owners.

(b) Household pets permitted pursuant to (a) above shall be subject to the following Rules and Regulations:

(1) Such household pets may not exceed one pet per Unit

(2) Such pets may not be kept, bred or maintained for any commercial purposes;

(3) Each Unit Owner keeping such a pet shall submit a picture of the pet to the Trustees;

(4) Unit Owners of Household pets permitted hereunder shall promptly pick up all waste and excrement on the Condominium Land for which pets are responsible;

(5) Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Trustees for such purpose; and

(6) Each Unit Owner keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Areas and Facilities, is offensive or causes or creates any nuisance or unreasonable disturbance or noise shall be:

(i) fined in an amount determined by the Trustees or assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or

(ii) required by the Trustees to permanently remove such pet from the Condominium upon three (3) days written notice from the Trustees.

(7) The weight of any such household pet shall not exceed 30 lbs. as determined by a certificate signed by a licensed veterinarian. The Trustees may require Unit Owners of household pets permitted hereunder to furnish a current certificate at any time upon at least five (5) days prior written notice;

7. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:

(a) May be or become an annoyance or nuisance to the other Unit Owners or occupants,

(b) Will interfere with the rights, comforts or conveniences of other Unit Owners,

(c) May or does cause damage to any other Unit or to the Common Areas and Facilities, or

(d) Result in the removal of any article or thing of value from any other Unit owner's Unit or from the Common Areas and Facilities.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such Unit Owner such costs.

Total volume of television sets, radios, phonographs, and musical instruments shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering the neighbors.

8. Each Parking Space is intended to be used for the parking of currently registered and licensed private passenger cars in operational condition, and not for motorcycles, mopeds, trucks, boats, trailers or other vehicles or items except with the prior

written consent of the Trustees.

9. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of, the windows or sliding doors of any Unit or exposed on or in any part of the common areas and facilities. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.

10. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except upon the written consent of the Trustees.

11. No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Trustees.

12. Each Unit Owner shall keep his Unit and any areas or facilities, the exclusive use of which is provided to said Unit, in a good state of preservation and cleanliness. The water closets and other water apparatus shall not be used for any purposes other than that for which they were constructed, and no sweeping, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Buildings resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.

13. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

14. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized for any Unit without the prior consent of the Trustees.

15. Any maintenance, repair or replacement of Common Areas and Facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust shall be done only by contractor or workmen approved by the Trustees.

16. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.

17. Wood stoves shall be permitted in Condominium Units only if initially built therein, and only in accordance with applicable law and fire regulations and only upon the prior written approval of the Trustees, who shall as a condition of any such approval require (i) compliance with rules and regulations promulgated by them as to the installation, use, maintenance, repair and cleaning of any such device and the storage and handling of wood, and (ii) the right of the Trustees to enter any Unit in which such a device is installed and to correct any non-compliance with such rules and regulations, all at the sole expense and risk of

the Owner of such Unit.

18. 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, lessee, or visitor, to a Trustee, agent or employee of the Trustees, 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 such Trustee, agent, employee and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

19. All personal property of the Unit Owners in the Units, or the Common Areas and Facilities, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, the Lakecrest Condominium, nor their respective successors or assigns, shall bear any responsibility therefor.

20. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.

21. Any consent or approval given by the Trustees under the Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.

22. Satellite dishes of not more than one meter (39.3) inches in diameter are permitted to be installed provided they are installed only in an area such as a deck over which the Unit Owner has exclusive use. The satellite dish cannot be installed in common areas such as the roof or exterior walls of the building without affirmative approval of the Unit Owner Association. No part of the dish can extend beyond the deck. If the orientation of the unit is such that a dish cannot be installed in such area and receive a satisfactory signal, the Unit Owner must seek specific approval from the Association. Any request for a satellite dish installation must be sent to the Board of Trustees for approval. (Added 9/25/2002.)

23. No private barbecue parties may be held on common property unless sponsored by the Social Committee. Any such parties may be held on the owner's private deck. (Added 7/30/14.)

24. Small events sponsored by an individual owner or groups of owners (such as a talk, book group, game night, or movie) in common areas such as the Clubhouse are permitted during the period from Memorial Day weekend through Labor Day weekend only if they are open to any and all Lakecrest owners and their guests. Large events such as weddings may not be scheduled during Memorial Day through Labor Day weekends. Outside of these summer months, large scale and/or private events such as weddings or parties using common areas will be considered for approval, but must be submitted to the Trustees for approval at least two months prior to the event date. (Added 8/23/16)

25. A speed limit of 15 MPH is in force for all roadways within the Lakecrest property and is signed at the entrance to the property. The Board may fine owners or their guests who

continue to operate vehicles at excessive speed after they have been informed of the continued violation. (Added 8/23/16)

26. A detachable swimming lane divider has been acquired by the Association, and may be attached to the existing eyelets on the lakeside of the pool in order to create a swimming lane for those interested in swimming laps, *with the understanding that the person who attaches the swimming lane divider must detach, remove, and store the lane divider at the north end of the pool when they are finished using it.* Attachment and use of this swimming lane is permitted on all days and times when the pool is open, except for the three major holiday weekends (Memorial Day, July 4, and Labor Day), when such use is limited to hours before 10am. When the lane is attached, adults supervising children should instruct them to keep out of the swimming lane for general pool recreation. (Added 8/23/16)

27. The Lakecrest Master Deed (section 4 and 5) defines common areas versus individual condominium unit components. The Lakecrest Condominium Trust (section 5.12) informs all owners that they are responsible for any damage to individual unit items such as condominium contents, furniture, appliances, interior wall and wall coverings, ceiling, and floor surfaces and coverings, interior mechanical and plumbing systems, and windows and doors. Insurance for possible damage and repair to these individual unit components is the responsibility of the unit owner, *even if the damage is caused by failure of common area systems that are the responsibility of the Lakecrest Condominium Trust; please check your individual home owner's policy to make sure it covers these.* The condominium association is only responsible for the repair of common area systems as delineated in the Master Deed, such as roofs, external walls, structural elements, and external shared plumbing and electrical systems and only insures in its master insurance policy for these common area systems. ~~Solely in cases where the cause of the damage to individual unit components is a result of proven failure of a common area system (for example, damages to interior ceilings caused by a proven failure of the roof), the Trust will assist the owner by covering any deductible on an owner's personal condominium policy up to a maximum of \$500, but only after all repairs are made and all personal insurance claims are settled and the Trustees are furnished with evidence thereof. An owner may elect a higher deductible at their own discretion, but the Trust will not cover any deductible amount over \$500. This assistance with individual unit insurance deductibles is not mandated by the Master Deed or Trust, and therefore may be modified or eliminated by Trustees in the future.~~ (Added 8/23/16)

28. During the summer season (Memorial Day weekend through Labor Day weekend) dumpsters and other construction vehicles may not be parked overnight on driveways or other condo common areas except, with Board approval, in the event of an emergency situation, such as a fire or flood causing damage to a condo unit. At other times, no dumpster or other construction vehicle may be parked overnight on a driveway or other condo common area for more than three weeks without Board approval. At no time may a dumpster be parked on a driveway or other condo common area without placement of appropriate skids beneath the dumpster to protect the surface below. (Added 11/19/18)

29. Because of insurance regulations and fire risk, wood- and gas-fueled fire pits may be used only 15 feet or more from all structures. The use of fire pits on decks is prohibited.

30. All electric mobility devices (scooters, e-bikes, and others) that are used, stored, or charged in units must meet applicable Underwriters Laboratory or equivalent safety standards. Extension cords used to charge such devices or their batteries must be 14-gauge or heavier.

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

B. Procedure to Be Followed in Requesting a Modification of Unit.

1. A formal written request and application describing the proposed project (the new Limited Common Area to be created) in narrative form is to be submitted to the Board including an architectural or engineered stamped plan that will include measurements, materials, specifications and colors.

2. Written approval of owner or owners of the unit or units directly abutting the Limited Common Area and facility or whose unit or units are directly affected thereby (as determined by the Trustees) may be required.

3. The Trust may, depending on the scope and nature of the proposal, require that the applicant pay the cost for the Trust to consult with its own architect or engineer to advise the Trust regarding the application.

4. The Board will consider the request and if approved will require an application fee of \$750, which is non-refundable. Once received, the Board will have the Trust's attorney prepare a formal Limited Common Area Agreement which will have to be signed by the applicant, their mortgage bank(s), the direct abutter (if applicable) and the Trust. That document will be recorded in the Berkshire Middle District Registry of Deeds.

5. Before work is started, the applicant will provide the Trust with a copy of the Building Permit from the City of Pittsfield, and a certificate of insurance for the contractor.

6. After the work is done, the applicant must provide the Trust with a final "As-Built" Plan, a set of the floor plans of the Limited Common, showing the layout, location, and dimensions of the Limited Common Area, and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, and dimensions of the Limited Common Area as built. Upon final approval, the Trust will record a Certificate of Compliance regarding the conditions set forth in the Limited Common Area Agreement along with the new "As-Built" Plan. If the scope of the work is limited, the Trust may waive or modify this requirement.

7. All legal and engineering fees incurred by the Trust are to be paid by the applicant. Typically the application fee will cover legal fees costs. If the Trust expects that its fees (whether for legal or other consultant fees) will exceed \$750, the Trust will notify the applicant.

C. Rental Rules.

1. A Unit Owner will only be permitted to rent or lease his Unit a maximum of twice in each calendar year, each for a minimum of three months.
2. All lease applications must be submitted in writing to the Trustees at least thirty (30) days prior to the beginning of the lease period.
3. The \$100.00 administrative fee must accompany all lease applications.
4. A lease application shall consist of a proposed lease accompanied by the required fee. (No action will be taken if the lease application is incomplete or the fee is not received).
5. Unit Owners shall continue to have the same responsibilities and obligations as if they continue to inhabit their Unit. Unit Owners shall be responsible and liable for actions of the person or persons occupying their Unit, pursuant to such Rental.
6. Unit Owners will be assessed the sum of twenty-five dollars (\$25.00) per day payable to the Trust as liquidated damages for each day his tenant occupies the Unit without approval of the Trustees.
7. No sublease or assignment of such Rental shall be permitted.
8. Any Rental must apply to the entire unit and not merely a portion thereof.
9. Any lease must provide for lessee's obligation to observe all Rules and Regulations as well as the obligation to assume any necessary relevant maintenance.
10. It is required that any lease or rental agreement include the following terms:

LEASE OR RENTAL AGREEMENT RIDER

The undersigned Unit Owner (the "Landlord") at Lakecrest Condominium Trust (the "Condominium") and proposed tenant of the Landlord (the "Tenant") hereby agree, acknowledge, and represent, for the benefit of the Landlord and the Condominium, as follows:

1. Landlord has furnished to Tenant a copy of the Declaration of Trust of the Lakecrest Condominium Trust, the Master Deed for Lakecrest Condominium Trust and the Lakecrest Condominium Rules and regulations. (These may be found at lakecrest-condos.com under Bylaws and Deeds.)
2. Tenant has read, and agrees to comply with, the relevant portions of the Master Deed and the Declaration of Trust relating to the Lease of Units at Lakecrest Condominium Trust. Specifically, Tenant has read Section 5.18 of the Deed of Trust and agrees that he shall not assign his interest in any lease or further sublet the Units or any part thereof without the

prior consent in writing of the Board of Trustees of the Condominium.

3. Tenant has read the Rules and Regulations for Lakecrest "Condominium", as well as Section 14 of the Master Deed (Restrictions on Use) furnished to him by Landlord and agrees to comply with all of the provisions thereof. Further, Tenant agrees to promptly report to the Board of Trustees of the Condominium any damage, interior or exterior, to the leased Unit.

4. The term of the Rental Agreement, being for a period of three months or more as required by Section 14 of the Master Deed, is intended to prohibit transient occupancy.

5. Landlord shall give the Condominium written notice of termination of the tenancy, at which time the Condominium shall be permitted to inspect the Unit.

The undersigned Landlord and Tenant have executed this Agreement on the _____ day of _____, 20____

D. Lakecrest Condominium Trust Regulations re: Use of Docking Facilities at Lakecrest Condominium

In addition to any other rules of navigation or usage that may apply because of applicable local, state, or federal law, these regulations are promulgated by the Lakecrest Condominium Trust and shall govern the use of Docking Facilities at Lakecrest Condominium

1. An application for the use of a slip shall be made to the Trust or its designee on such form as may be promulgated by the Trust. Subject to approval by the Trust, the applicant may receive a license for use of the docking facilities.

(a) The Trust shall assign a slip to the permittee which shall be the only slip used by the boater.

(b) The permittee may use only the boat that has been approved by the Trust. All gasoline powered boats to be moored in the marina will have motors with four-stroke technology. All boats using the marina facility are to be subjected to decontamination prior to launching in Pontoosuc Lake. Such decontamination will include either a period of not less than fourteen (14) days in a completely dry condition (including all live wells or other holding tanks other than fuel, oil and potable water) between the last use in a location other than Pontoosuc Lake and launching in Pontoosuc Lake, or decontamination of the boat and any associated trailer by washing with a bleach solution or pressurized hot water. The boat owner will supply a form to the marina operator in the following form confirming the proper decontamination of the boat and trailer:

I, _____ of _____
certify that the boat I will be launching in Pontoosuc Lake on or about the following date _____ will not have been in another water body within the previous 14 days of the date stated above and was in a thoroughly dry condition, or that the interior and exterior of the boat, engine, trailer, and other boating accessories which may come in contact with water will have been thoroughly cleaned either with pressurized hot water or a disinfecting solution and dried prior to launching. I further attest that to my knowledge the boat, engine, trailer, and accessories, do not harbor any plants or animals that might be harmful if released into Pontoosuc Lake. I further attest that I have I have reviewed and understand the Lakecrest Condominium Trust Regulations re Use of Docking Facilities at Lakecrest Condominium, including, without limitation, the obligation set forth in Section 1(c) of said regulations to have up-to-date training and certification in refueling and use of fuel containment system. I further declare that I know where the spill kit is stationed and how to use it to prevent the spread of spilled materials associated with the use of my boat and any boat I might operate on Pontoosuc Lake.

(c) The permittee and any other individual using the permitted boat must have up-to-date training and certification in refueling and use of fuel containment system by Robert M. Czerwinski of Emergency Response Technologies, Inc. a Pittsfield based Safety Training and Consulting firm or other individual or entity as may be designated by the Trust from time to time.

(d) All docking fees will be paid in advance on not less than a monthly basis. In the event if a default in payment or a violation of a Rule or Regulation, the Marina may, after ten days written notice, remove the boat and store same at Owner's cost until all the Marina's costs have been recovered.

2. Regulation of use.

- (a) No wake zone within 50 feet of docking facility.
- (b) No fueling except using portable six-gallon tank with no-spill portable gas pump from Hammacher Schlemmer (or as approved by Trust) and by person who has had training in usage.
- (c) Portable six-gallon tank must be re-filled at gas station or other appropriate facility and not on Lakecrest property. For boats with portable tanks, such tanks are to be refilled at least 300 feet away from the lakefront at Lakecrest and not on Lakecrest property.
- (d) Boat must be properly secured and with ropes and bumpers.
- (e) Boat must be removed prior to annual take out - not later than 10/20 each year.
- (f) Boat must be launched only from the from public boat ramp immediately westerly of the dam off Hancock Road at the southern end of the lake.
- (g) No launching of trailered boats on condo property.
- (h) Permittee must maintain and use proper life vests.
- (i) The permittee (and guests for whom permittee is responsible) agrees to conduct himself at all times when on the property of the docking facility, or on any boat moored therein, so as to create no annoyance, nuisance or hazard to the docking facility or to any other persons. This includes good housekeeping, sanitation practices, and the use of garbage and refuse containers. Noise shall be kept to a minimum at all times. Consideration for others requires discretion in the operation of engines, generators, radios, and television sets in such a manner and at such times as to create no nuisance or disturbance.
- (j) Water skiing is prohibited anywhere in the docking facility.
- (k) Permittee shall not place supplies, materials, accessories, or debris on any float or walkway and shall not construct or place thereon any lockers, chests, cabinets, or containers without the permission of the docking facility.
- (l) Charcoal or any form of open fire anywhere within the docking facility is absolutely prohibited.
- (m) Dogs and pet animals are permitted in the docking facility only on leash or otherwise confined or restrained.
- (n) Young children should be accompanied by adults at all times.
- (o) In the event of a severe storm, any costs incurred by the Trust to check

security or prevent damage will be prorated over all boats in the docking facility. However, it remains the permittee's/owner's sole responsibility to take all emergency measures possible, and the docking facility does not assume any responsibility for said protection or damages to any boat.

(p) Subleasing of slips is strictly prohibited.

(q) Living aboard any vessel is prohibited.

(r) In addition to any other remedy available, whoever violates any of the above Rules and Regulations shall be punished by a fine of not more than fifty dollars (\$50) for each offense. A violation of each specific rule or regulation shall be deemed a separate offense, and each day on which a violation occurs or continues shall be deemed a separate offense, subject to the penalties stated herein.

(s) All waste generated from boating activities is to be disposed of properly including, but not limited to excess food, containers and human waste.

(t) All operators of motorized water craft using the marina facility will take an approved boater education course. Such courses are available on-line, or can be taken through the Coast Guard Auxiliary, Massachusetts Environmental Police, or other recognized entity, as available. All operators will adhere to State Law with regard to operation of motorized water craft at appropriate distances from shore line, structures and swimming areas. The operator shall be familiar with any rules specific to Pontoosuc Lake. A boat will be considered in compliance if at least one person in the boat is appropriately trained; that person will be considered responsible for the operation of the water craft, independent of who is actually driving the boat. A copy of the training certificate shall be provided prior to the issuance of a permit.

(u) No maintenance or servicing of boat engines, motor or fuel systems shall be done at the marina. Any such maintenance or servicing shall be done only after having removed the boat from the marina and from the lake.

(v) The permittee shall hold harmless and indemnify the Lakecrest Condominium Trust from and against any claim or damage including attorney's fees to persons or property including damage to marina property and equipment and to the common areas, buildings or other property at Lakecrest Condominium Trust arising out of access to or use of the marina or the operation of a boat by the permittee, its family or invitees.

Approved by the Board of Trustees: August, 2009.