

BARRINGTON OFFICE AND STORAGE CONDOMINIUM

RULES AND REGULATIONS

Mill Falls Realty, LLC, being the Declarant of Barrington Office and Storage Condominium, hereby adopts the following Rules and Regulations which shall apply to the operation and management of the condominium:

1. **Signs:** No sign, including a “For Rent” or a “For Sale” sign, advertisement, notice or other lettering shall be exhibited on any portion of the condominium without the prior written consent of the Declarant, or the prior written consent of the Board of Directors after the Declarant has turned over management of the condominium to the Board.
2. **Obstructions:** The common areas of the condominium, including, but not limited to, the sidewalks, entrances, passageways, grass, lanes and driveways shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units. Personal property items which are not actively in use shall not be stored or maintained in the common areas.
3. **Animals:** No animals are allowed in any part of the condominium without the prior written consent of the Declarant, or the prior written consent of the Board of Directors after the Declarant has turned over management of the condominium to the Board.
4. **Signage:** The signage for the condominium is located at the entrance to the facility, and is reserved for Barrington Office and Storage. Signage for individual units may be located in the area above the front window for each unit. The unit owner must use the approved signage area located on above the front window, or have none at all. Interior window signs are allowed. Real estate “For Sale” signs are allowed only inside the window area. Any signage must be approved by the Town of Barrington and the Declarant or the Board of Directors.
5. **Damage to Common Elements:** Any damage to the common area or common elements caused by the moving or carrying of articles thereon or caused by any other action shall be the responsibility of, and shall be paid for, by the unit owner or person causing such damage.

6. **Noise:** Unit owners shall not unreasonably disturb other unit owners. A unit owner may conduct a business within his or her unit as permitted by Town of Barrington regulations, including any regulations pertaining to hours of operation. No hazardous use or operation shall be conducted within a unit which would pose a risk of damage to an adjacent unit or to the common areas of the condominium, or which would pose a risk of release of hazardous, toxic, or irritating emissions. Commercial welding or auto body work shall not be allowed.
7. **Commercial Use; Zoning Code:** All units shall be used by their respective unit owners only as commercial space for such unit owners, or their tenants, and for no other purpose whatsoever. There shall be no residential use. The use of the condominium units is limited to those commercial uses allowed currently or in the future by state and local zoning and land use laws and regulations and building codes. Each owner is required to document that its use is compliant with such laws and codes, and the Association is authorized to require owners to comply with Town of Barrington Zoning ordinances and any conditions of site approval from the Barrington Planning Board. No storage outside of the unit is permitted.
8. **Unit Rental:** Other than for a hazardous use which would be prohibited under Paragraph 6 above, a unit may be rented by a unit owner in compliance with the provisions of the Declaration. All leases shall be in writing and copies of such leases shall be provided to the Board of Directors upon request. All rental agreements shall contain as part of them an agreement by all parties a statement that any tenant, subtenant, assignee or other leaseholder has had an opportunity to read the condominium documents and is subject to all terms of the Declaration, Bylaws and Rules, as amended from time to time, or the Board shall have the right and power to void the instrument creating the tenancy. The unit owner may be fined up to \$100.00 per day by the Board for any violation of this paragraph.
9. **Insurance Rates:** Unit owners shall be prohibited from conducting any activity or storing any article in their units or on the limited common area or common area which would increase the rate of insurance on the condominium property.
10. **Maintenance of Unit:** Each unit owner shall promptly perform or shall have promptly performed all maintenance and repair work within its unit which work, if omitted, would adversely affect any common area or limited common area, any portion of the condominium property belonging to other unit owners, or the condominium property as a whole, and each unit owner shall be responsible for all damages and liabilities that by be caused or related to such failure to maintain or repair.
11. **Nuisances:** No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof, and each unit owner shall, at the unit owner's expense, comply with, perform and fully satisfy all city, state and federal laws, statutes, ordinances, regulations, orders or requirements applicable to its unit.

12. **Parking:** Unit owners shall not park, nor shall they permit their families, tenants, employees, agents or guests to park in the parking areas of other unit owners, or in such manner as to prevent ready access to the parking areas of other unit owners. Improperly parked vehicles shall be subject to removal at the expense of the vehicle. No parking shall be permitted at any time on any roadways or driveways which run through the condominium. No unit owner shall keep a junk vehicle (defined as a non-operating vehicle) on the condominium at any time. No unit owner shall conduct any vehicle repair except on vehicles parked inside a unit.

No unit owner, tenant, employee, agent or guest may park any vehicle anywhere within the condominium overnight unless the vehicle is fully contained within a unit, and no parking stall may be leased for more than three years nor be conveyed, sold, transferred or assigned separately from the unit for which it is a limited common area.

13. **Service and Recreational Vehicles:** Parking or service vehicles owned or operated by unit owners shall be prohibited unless such vehicles are kept in the unit owned by the owner of the vehicle. Storage of boats, travel trailers, mobile homes, campers or any other recreational vehicles outside of a unit shall be prohibited. Temporary waiver of these prohibitions may be obtained from the Declarant, or from the Board of Directors after the Declarant has turned over management of the condominium to the Board, which waiver or denial thereof shall be in the sole discretion of the Declarant or the Board.
14. **Storage:** The Association shall not be liable for any loss or damage of or to property placed in any unit or in the limited common area. No storage may be maintained outside of any unit.
15. **Common Area Maintenance:** Unit owners are prohibited from discarding any dirt or other materials from the windows or doors of units and shall be prohibited from discarding any trash, dirt, garbage or other materials into the common area.
16. **Applicability to All Owners:** Notwithstanding anything contained herein to the contrary, all rules and regulation shall apply to, and shall be complied with, by all unit owners and all persons under their direction or control, including, but not limited to, the unit owners' servants, tenants, employees, agents, visitors, customers, licensees, and family members.
17. **Modifications:** No unit owner may modify its unit or the common area without the prior written consent of the Declarant, or the prior written consent of the Board of Directors after the Declarant has turned over management of the condominium to the Board.. Any modification or addition to a unit or the common area or limited common area of any unit may be only with consent of the Declarant or the Board, and the Declarant or the Board shall require that the style and color of any modification or addition shall match the rest of the condominium.

18. **Trash:** Trash disposal is the duty of each unit owner, and no trash container may be placed outside of the unit. Notwithstanding the above, Declarant or the Association may designate a place on the common area for trash disposal and may provide for trash removal services.

19. **Ventilation:** Ventilation is required to meet the requirements of building codes. Depending on the use, mechanical or natural ventilation is acceptable. Penetrations to the structure of the unit are limited to the rear wall of the unit. Roof penetrations are subject to approval by the Declarant or the Board of Directors. A fresh air intake HVAC system is required for any use that needs to provide for “human comfort” according to the state and local building codes.

The unit owner must record the use and any changes in use with the Association. Failure to do so may result in fines and penalties.

20. **Exterior Lights:** The exterior lighting is used to provide security and street lighting. Each unit owner has an exterior light and is responsible for keeping the light in working order at all times. The fixture may be equipped with a timer or photocell combination to turn on and off automatically.

21. **Road Restrictions:** Road restrictions may be placed on the private roads which service the condominium property as required by the Town of Barrington. Enforcement and subsequent penalties for failing to comply with such restrictions shall be made in accordance with Town of Barrington requirements and the condominium declaration and bylaws.

22. **Entry and Overhead Doors:** Each unit owner is responsible for the repair, maintenance, and replacement of the entry and overhead doors for its unit. The unit owner must keep the doors free of any dents or scrapes. Replacement doors must be approved by the Declarant or the Board of Directors for both style and color. Repairs must match the original aesthetic appearance.

23. These rules may be amended by the Declarant while the Declarant owns at least one-third of the units in the condominium, and may be amended by the Board of Directors of the Association by vote of two-thirds of the Board members.

These rules and regulations are adopted and established this ____ day of 2020.

Mill Falls Realty, LLC
Declarant

By: _____

_____, Member