

SOMERSET TOWNHOMES

SCHEDULE A TO THE BY-LAWS

RULES AND REGULATIONS

As amended by the Board of Managers 24 June 1992 pursuant to Section 3.02.n. of Article III of the By-Laws.

The following rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the property comprising the Condominium and the conduct of all residents thereof.

ARTICLE I. ASSESSMENTS.

Section 1.01. Late Fee. A late fee of \$5.00 shall be due and payable on delinquent accounts for which there is a balance due of \$15.00 or more. An account will be considered delinquent if payment is made in an envelope postmarked after the twelfth day of the month, regardless of the day of the week (including the weekend) on which the twelfth falls. Non-delinquent payment may be made in person at the offices of the managing agent no later than the fourteenth day of the month. Notwithstanding the foregoing, if the fourteenth day of the month is a Saturday, payment must be made by the thirteenth day in order to not be considered delinquent. If the fourteenth day of the month is a Sunday, non-delinquent payment may be made by personal delivery no later than the fifteenth day of the month.

ARTICLE II. FINES.

Section 2.01. Pursuant to Section 7.10 of the By-Laws, fines of \$25.00 per occurrence may be levied against unit owners for violations of any of the Rules and Regulations of the Condominium, except Section 1.01 herein, after an initial warning and with the opportunity of the unit owner to appear before the Board and be heard.

ARTICLE III. DAMAGE TO CONDOMINIUM PROPERTY.

Section 3.01. Every Unit Owner shall be liable for any and all damage to the common elements and the Property of the Condominium, which shall be caused by (1) the Unit Owner, or (2) any family member, tenant, guest, or invitee of such Unit Owner, or (3) a family member, guest, or invitee of the tenant of such Unit Owner, or (4) a guest or invitee of (i) any member of such Unit Owner's family, or (ii) any family member of the tenant of such Unit Owner.

ARTICLE IV. USE OF UNITS.

Section 4.01. Single Family Residences. All Units shall be used for single family residence purposes only as such term is defined in the Declaration and, if resided in by three or more persons, such persons shall be members of the "same family" as such term is defined in the Declaration and/or By-Laws.

Section 4.02. Appropriate Use. Unit Owners, members of their families, their employees, guests, lessees, and their pets shall not use or permit the use of the premises or common areas in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

Section 4.03. Equipment and Appliances. No ventilator or air conditioning unit shall be installed in any Unit and no washing machine or dryer shall be installed in any Unit without the prior written approval of the Board of Managers as to the type, location, and manner of installation of such appliance, which approval may be granted or refused in the sole discretion of the Board of Managers, in accordance with the Declaration. All radio, television, or other electrical equipment or appurtenances thereto, of any kind or nature, installed or used in any Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York 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 located in such Unit Owner's Unit.

Section 4.04. Shades, Venetian Blinds, Etc. No shades, venetian blinds, awnings, or window guards shall be used in or about any Unit except such as shall have been approved in writing by the Board of Managers which approval may be granted or refused in the sole discretion of the Board of Managers except that curtains, drapes, shades, venetian blinds, or window guards which are white to the outside may be used without the permission of the Board of Managers.

Section 4.05. Toilets and Drains. Toilets and other water apparatuses in the Buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or any other article be thrown into the same. Any damage resulting from misuse of any water closets or other water apparatuses in a Unit shall be repaired and paid for by the Owner of such Unit if it can be determined by the Board of Managers that such Unit Owner caused the resulting damage or that the misuse causing the damage initiated in such Owner's Unit.

Section 4.06. Leasing of Units. Any person leasing their unit must provide the condominium with the name and phone numbers of persons occupying the unit, duration of the lease and confirmation that the lessee has reviewed the condominium rules and regulations. No lease can be for a period of less than 6 months.

ARTICLE V. PETS.

Section 5.01. Except for one dog not to exceed 30 pounds in weight or one cat, and for birds in a cage and fish, no pets will be permitted in the Units unless approved in writing by the Board of Managers, acting in its sole discretion, at any time. In determining its policy with respect to pets, the Board of Managers may establish, in its sole discretion, standards with respect to the number, size, weight, and kind of pets permitted. The Board of Managers shall have the right to require a Unit Owner to dispose of any animal, bird or insects, if, in the opinion of the Board, acting in its sole discretion, such animal, bird, or insect is creating a nuisance, because, e.g., the Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled.

Section 5.02. It is the responsibility of the pet owner to control and clean up after his pet on the common elements.

Section 5.03. Staking out of any animal on any common element is prohibited.

Section 5.04. While on the common elements, dogs must be restrained at all times by the use of a hand-held leash.

ARTICLE VI. VEHICLES.

Section 6.01. Vehicle Size. (This rule replaces Rule 14 on page 2 of the original Rules and Regulations - page 145 of the Offering Plan.) No vehicle larger than one-ton pick-up trucks nor any unlicensed motor vehicle of any type may be parked on the Property. Notwithstanding the foregoing, construction vehicles shall be permitted on the Property until construction is complete and repair and delivery vehicles shall be permitted on the Property for such periods of time as are reasonable for the accomplishment of repairs or deliveries. Unit owners with vehicles larger than one-ton pickups at the time that this rule takes effect are permitted to continue to park such vehicles on the Property but only if they register these vehicles with the Condominium in writing within 30 days of the effective date.

Section 6.02. Parking. No vehicle belonging to a Unit Owner or to a member of the family, guest, invitee, tenant, or employee of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from a parking spot by another vehicle.

Section 6.03. Other Vehicles. No boats, campers, snowmobiles, minibikes, or similar vehicles shall be operated on or stored on any portion of the Property except with the consent of the Board of Managers.

Section 6.04. Work on Vehicles/Equipment. No work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property except with the consent of the Board of Managers.

Section 6.05. Number of Vehicles. No unit owner or tenant residing at Somerset Townhomes may keep more than two (2) vehicles on the common elements without prior written permission from the Board of Managers.

Section 6.06. Continuous Parking. No vehicle can be continuously parked in spots directly in front of the units for longer than 48 hours.

ARTICLE VII. EXTERIORS

Section 7.01. Additions and Signs. No screen, storm door, awning, or radio or television aerial shall be attached to or hung from the exterior of any Building and no sign, notice, advertisement, or illumination shall be inscribed in or exposed on or at any window or other part of any Building except such as shall have been approved in writing by the Board of Managers which approval may be granted or refused in the sole discretion of the Board of Managers; nor shall anything be projected from any window of any Building without similar approval. "For Sale" signs are prohibited except for one paper or cardboard sign attached to the inside of a window. The maximum size of the sign shall be 18 inches by 24 inches. "Open House" signs are permitted up to, but not to exceed, six (6) hours per week.

Section 7.02. No lines, cloths, clothing, curtains, rugs, or mops shall be hung from the doors, windows, decks, walls, or fences or placed upon walls, windows, sills, or fences.

Section 7.03. Care of Common Elements. The common elements shall not be obstructed, littered, defaced, or misused in any manner.

Section 7.04. Front Stoops. Front stoops cannot be used for storage or display nor can any covering be placed on the stoops without written permission from the Board of Managers.

Section 7.05. Patios. Patios may be used for storage except that such storage shall not include any items, including plant material, extending higher than the patio fence and such storage shall not include refuse of any kind except as permitted in Section 6.06 below. Maintenance and repair of the patios is the responsibility of the respective Unit Owners, except that the Board of Managers is responsible for the maintenance of the fences at any boundaries of such patios. Nothing can be stored on rear patios except for rubbish in rigid covered containers, large toys, and patio-related items.

Section 7.06. Rubbish. (This rule replaces Rule 19 on page 3 of the original Rules and Regulations - page 146 of the Offering Plan.) Rubbish may be stored on the patios, in a covered rigid plastic container. Rubbish shall not be placed out for pick-up earlier than 6:00 P.M. the night before pick-up and containers shall not be left out later than 6:00 P.M. on the day of pick-up. Recycling (blue) boxes must be kept inside the units except when placed at the curb for pick-up the night before the scheduled pick-up. Blue boxes must be returned to the units on the evening of the pick-up.

Section 7.07. Landscape. Except for plantings approved by the Board of Managers, no Unit Owner shall move, remove, add, or otherwise change the landscaping of the Property in any way.

Section 7.08. Painting/Staining. No Unit Owner shall paint or stain the exterior surfaces of the windows, walls, or doors opening out of such Unit Owner's Unit.

Section 7.09. Appliances Which Protrude From Windows. Each Unit Owner shall keep any such approved appliance which protrudes from the window of the Unit in good appearance and mechanical repair. No Unit Owner shall permit any such approved appliance to leak condensation, or to make any noise which may unreasonably disturb or interfere with the rights, comforts, or conveniences of any other occupant of the Property. If any approved appliance which protrudes from the window of the Units shall become rusty or discolored, the Unit Owner shall have it painted in a good and workmanlike manner in the standard color selected by the Board of Managers for the Building in which the Unit is located and if the Unit Owner shall fail to keep such approved appliance in good order and repair and properly painted, the Board of Managers or the managing agent or the manager, in their discretion, may remove such appliance from the window, charging the cost for removal to the Unit Owner, and the appliance shall not be replaced until it has been put in proper condition and only with the further written consent of the Board of Managers.

Section 7.10. Pools. Kiddie pools cannot be left on the common elements for longer than 12 hours without draining. All pools must be emptied and returned to the rear patios at dusk.

ARTICLE VIII. UNIT REPAIR AND MAINTENANCE.

Section 8.01. Prompt Care. Every Unit Owner must perform promptly all maintenance and repair work to his own Unit, which, if omitted, would affect one or more buildings of which such Unit Owner's Unit forms a part, such Unit Owner being expressly responsible for the damage and liabilities that the failure to promptly perform may engender.

Section 8.02. Unit Owner's Expense. All the repairs to internal installations of a Unit located in and servicing only that Unit, such as gas and electric power, telephones, and sanitary installations shall be at the Unit Owner's expense.

Section 8.03. Keys. The Board of Managers or the managing agent or the manager may retain a pass key to each Unit. The Unit Owner shall not alter any lock or install a new lock on any door leading to his Unit without the written consent of the Board of Managers or the managing agent or the manager. If such consent is given, the Board of Managers or the managing agent or the manager shall be provided with a key. Except as given in accordance with the foregoing, if any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee, or visitor to an employee of the Board of Managers or of the managing agent, whether for such Unit

Owner's 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, and neither the Board of Managers nor the managing agent nor the manager shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.