

THE COLONY CONDOMINIUM

RULES AND REGULATIONS

The following rules and regulations, in conjunction with the By-Laws, shall govern the use of the Homes, all common areas and the conduct of all Homeowners and their guests, employees, tenants and pets.

1. All Homes shall be used for residential purposes only.
2. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which would be illegal, disturbing or a source of annoyance to other residents, or which interferes with the peaceful possession and proper use of the property by its residents, or in such a way as to be injurious to the reputation of the Condominium.
3. The common elements shall not be obstructed, littered defaced or misused in any manner.
4. Every Homeowner shall be liable for any and all damage to the common elements and the property of the Condominium which shall be caused by said Homeowner or such other person for whose conduct he/she is legally responsible.
5. The Home and area restricted to the Homeowner's use shall be maintained in good repair and overall appearance.
6. Every Homeowner must perform promptly all maintenance and repair work to his/her own Home which, if omitted, would affect the Community in its entirety or in a part belonging to other Homeowners, or the building of which his/her Home forms a part, he/she being expressly responsible for the damages and liabilities that his/her failure to do so may engender.
7. All repairs and maintenance to internal installations of the Home located in and servicing only that Home, such as telephones and sanitary installations, shall be at the Homeowner's expense.
8. When needed, a Homeowner shall paint in white only, the exterior surfaces of windows and front and rear doors. With prior approval of the Board of Managers, upper decks may be painted or stained in white only.

9. A Homeowner may not make any alterations to the exterior of the Home or any part of the common elements, or limited common elements nor may any structure be built on any portion of the common elements or limited common elements without the written consent of the Board of Managers. No alterations to the inside of a Home which would impair the structural soundness of the building may be made. Any desired modifications, changes, alterations or additions to grounds or exteriors of building must be submitted to the Board of Managers, in writing, for the written approval of the Board of Managers prior to their implementation. Requests must be accompanied by plans, architectural drawings and all necessary permits. The Board of Managers shall have the obligation to answer said requests within a reasonable period of time.
10. No resident of the community shall post nor permit to be posted any advertisement, poster or sign of any kind in or on the Community except as authorized by the Board of Managers.
11. It is prohibited to install air conditioners in windows, hang garments, rugs, etc. from the windows or from any of the Buildings or to string clothes lines on or over the common elements (including the limited common elements) or to use any of the common elements or limited common elements for storage purposes.
12. No tents, for living accommodations, are permitted on any portion of the common areas or limited common elements.
13. No fence, gate, patio or awning shall be erected in the Community without the prior written consent of the Board of Managers nor may any existing wall, fencing or patio be altered without the written consent of the Board of Managers.
14. Commercial license plate vehicles may not be parked overnight on any portion of the properties, including the parking spots allocated to each Home.
15. No repair or cleaning of motor vehicles shall be made on any of the roadways, parking areas or other common areas of the Condominium nor shall such areas be used for storage or parking of any boat, trailer, camper, bus, truck or commercial vehicle except with permission of the Board of Managers. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirement
16. The use, at any time, of covers on vehicles parked on condominium property is prohibited.
17. No equipment of any type shall be operated on the property without the prior consent of the Board of Managers.

18. Vehicles shall be operated on the property only for the purpose of entering or leaving the property. Recreational use of motorized vehicles, such as motor scooters, motorcycles, and the like is strictly prohibited anywhere within the Condominium grounds.
19. Use of any vehicle on any part of the common elements other than the roads is strictly prohibited and shall be considered a serious violation of these rules.
20. Passenger vehicles only shall be parked on the common elements, except where permission of the Board of Managers otherwise has been obtained.
21. Homeowners and their guests must use only the two assigned parking spots for each unit. Additional vehicles, whether belonging to Homeowners or guests, must be parked outside of the Condominium complex.
22. With the exception of lawn furniture, personal property of owners must be stored within the unit. Lawn furniture is allowed only in back of each unit. All leisure equipment such as bicycles, toys, sporting equipment, etc., not in use should be stored within the units and not outside on lawns or patios.
23. With the exception of the swimming pool, sports activities of any type, such as hitting of golf balls, playing baseball, football or soccer and the like are strictly prohibited on the common grounds. Further, ball playing is not permitted on the walkways, driveways, parking areas, fronts of units, sides of units nor in any space of such limited area that resident's building or person might be disturbed, or that such activity might be considered a nuisance.
24. Bike riding is not permitted in parking areas or between units, except for entering or leaving the property.
25. Trash and garbage should be deposited only within the common receptacles designated for this purpose. All such refuse must be contained in plastic bags securely tied.
26. There shall be no external cables or electrical wiring or conduit affixed to, located on or hanging from the outside of any Home.
27. Except for emergency work, no work which would create noise or an annoyance to other Homeowners can be performed by a Homeowner, or at the request of a Homeowner, on weekdays before 8 AM and after 5 PM, nor on weekends.

28. There shall be no external electric wires placed across common areas including wires connecting the electricity from a unit to an automobile.
29. No automobile on The Colony property may be warmed up for more than five(5) minutes prior to its use.
30. Dogs must be leashed at all times and walked off the common grounds.

SWIMMING POOL

1. The pool will be open for use by Homeowners and guests only. Guests must be accompanied by a Homeowner.
2. Children under twelve years of age may not enter the pool area unless accompanied by an adult, and they must at all times be under the supervision of an adult Homeowner or guest.
3. No person having an open sore, cut or communicable disease may enter the pool area.
5. Bathers are requested to shower before entering the pool.
6. The following shall be strictly prohibited in the pool area:
 - a. Pets or animals of any kind, glassware, food, rafts, balls, frisbees, toys or sporting equipment, running, horseplay and loud noise.
 - b. Radios or tape players which can be overheard by other bathers.
 - c. Live electrical wires of any kind.
 - d. Removal of chairs, lounges or other equipment which is the property of the Condominium
7. Bathers are required to follow all rules and regulations posted at poolside.
8. The Board of Managers shall be authorized to deny access to the pool area to anyone refusing to comply with these rules or who in any way jeopardizes the health, safety or well-being of others.

LEASING

1. No unit may be leased except pursuant to a written lease agreement which must comply with the Condominium's By-Laws and Rules and Regulations. The Homeowner may use a realtor's lease agreement form. A copy of the proposed lease along with a "Renter Information" form" (copy attached) must be submitted to the Board of Managers and its designated managing agent at least twenty (20) days prior to the commencement of the lease
2. No lease shall be permitted to continue in effect unless the unit owner is current (not in arrears) in the payment of common charges and assessments and is in compliance with all rules and regulations of the Condominium and local laws, ordinances and regulations.
3. Homes shall be used for residential purposes only. A Homeowner may not use the Home solely as rental or income producing property. A violation of this provision will subject the Homeowner to revocation of leasing privileges.
4. Homes may not be leased to nor occupied by more than two (2) unrelated persons. The lease must include the names, addresses, telephone numbers and relationship of all lessees and persons who will occupy the Home during the term of the lease. Pursuant to the Southampton Village code, a maximum of five (5) unrelated guests are permitted to stay overnight in a leased unit. Lessees are not permitted to sublease the Home.
5. The term of the lease shall be not less than thirty (30) days nor more than two (2) years. No home may be leased more than two (2) times in any consecutive twelve (12) month period.
6. A security deposit equal to the greater of \$2,500 or the amount stipulated in the lease must be submitted with the request for approval of the lease, which deposit shall be held in an account by the Board of Managers to insure compliance by the lessees with the Rules and Regulations of the Condominium and reimbursement of any damages to the common elements and limited common elements caused by the lessee or other occupants or guests of the lessee during the term of the lease.
7. A copy of the final signed lease shall be delivered to the Managing Agent within ten (10) days of execution.
8. Lessees, occupants and guests of the lessee shall comply with all local laws, ordinances and regulations.

9. The lease shall include a provision that the lessee has received and read a copy of the Condominium's Rules and Regulations and that the lessee, occupants and guests must comply with them. If the lease does not contain this provision, the lessees must sign the "Acknowledgement By Lessee" form (copy attached) indicating, among other things, that they have received, read and will abide by the Condominium's Rules and Regulations.

10. The homeowner shall be responsible for any acts or conduct of the lessees, occupants and guests of the leased Home in violation of the Condominium's Rules and Regulations and shall also be responsible for any unpaid fines resulting from such violations.

11. In the event that the Homeowner, lessee, lessee's occupants and/or guests fail to comply with the foregoing, the Board of Managers shall have the right to assess appropriate penalties against the Home and apply such penalties against the security deposit for their satisfaction and/or evict the lessee and all occupants and guests from the Home. The security deposit, less any offsets for penalties and/or damages incurred, shall be returned to the Homeowner within thirty (30) days after the termination of the lease.

12. Fees:

Application Fee - \$1,000 (to be returned if lease is not executed)

Processing Fee (non-returnable) - \$100 payable to Morley Property Management

Penalties - Discretion of Board of Managers based upon nature of violation

SALE OF A HOME

Upon the sale of a home to a new owner, a fee of \$2,000 is payable to the Condominium.

ENFORCEMENT

1. Upon receipt by the President of the Board of Managers or by the Management Agent of a signed written complaint alleging violation of any of these Rules and Regulations, the President of the Board of Managers, or in his absence, any other officer, together with any other member of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. If in their determination the complaint is valid and justified, the Management Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three days from the date of receipt of such notice, another notice will be sent levying an appropriate fine or penalty upon the violator. Such fine is to be considered as an additional common charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Offering Plan and By-Laws.
2. If after imposition of a fine the violation is not corrected or eliminated, the Board of Managers may assess additional fines or penalties determined to be appropriate after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as common area, the actual cost of said repair or replacement shall be assessed to the Homeowner as additional common charges.
3. In the event such fines or penalties are not paid within three months after their imposition, the amounts shall be a lien on the Home and foreclosure proceedings may be instituted by the Board of Managers to enforce collection. In such event, the Homeowner shall also be liable for legal fees of the Board, which shall also be a lien on the Home and be collectible in the same foreclosure proceeding.