

RULES AND REGULATIONS
OF
WILLOWBROOK CONDOMINIUMS

Table of Contents

Section	Title	Page
A	INTRODUCTION.....	1
B	RESTRICTIONS ON USE.....	1
C	PET RULES.....	3
D	PARKING AND STORAGE.....	4
E	ENTRY INTO UNITS.....	4
F	HEALTH FACILITIES.....	5
G	MOVING.....	5
H	CONSIDERATION IN USE OF UNITS.....	5
I	GENERAL.....	6
J	THE INTERNAL DISPUTE RESOLUTION COMMITTEE.....	6

PAGES 1-7 OF THE WILLOWBROOK CONDOMINIUMS ASSOCIATION RULES AND REGULATIONS

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Willowbrook Condominiums Rules and Regulations

A. INTRODUCTION

1. Willowbrook Condominium Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Regulations") as of the 30th day of September, 1988. These Regulations may be amended from time to time by resolution of the Executive Board.
2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit and the family, tenants, servants, employees, contractors, agents, visitors, guests, invitees or licensees of such Unit Owner. Wherever in these Regulations reference is made to the "Association", such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association. Capitalized terms used herein without definition shall have the meanings specified for such terms in The Declaration to which these Rules and Regulations pertain or, if not defined therein, the meanings specified or used for such terms in the Act.
3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the buildings, public halls, drives, health facilities, grounds, parking areas and any other appurtenances.
4. 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 resolution of the Association or the Executive Board.
5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act. In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern.
6. Because a condominium combines proximate living with home ownership, it is imperative that each member of this community be aware and respectful of the rights of his/her neighbors and his/her own obligations. These Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.
7. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in Section J of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

B. RESTRICTIONS ON USE

1. Except as provided in the immediately succeeding sentence, Dwelling Units in the Condominium (with the exception of any Units during the time period when they are being used by Declarant or the Association as Condominium Offices) are restricted to residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. If permitted by applicable zoning regulations, professional or trade office activities may be conducted within a Dwelling Unit provided that each office (a) is incidental to the residential use of the Unit (b) does not have more than one assistant employed therein and (c) is not used by any colleagues or associates of the residents of said Unit. Storage Units may be used for the storage of inanimate personal property and may not be used for any other purposes. Subject to any restrictions in the Declaration, an entire Unit may be leased or subleased, but any lease or sublease of less than an entire Dwelling Unit is expressly prohibited, unless either the Owner or leasee (in the case of a sublease) of said Dwelling Unit resides in the Dwelling Unit with the leasee or subleasee.
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 in the Declaration, Bylaws or these Regulations. No public hall shall be decorated or furnished by any Unit Owner in any manner
3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance

Willowbrook Condominiums Rules and Regulations

for the Buildings or contents thereof 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 gasoline or other explosive or inflammable material may be kept in any Unit or storage area. No waste shall be committed on the Common Elements.

4. All garbage and trash must be placed in the areas designated by the Executive Board and no garbage or trash shall be placed elsewhere on any Common Element or in any Storage Unit. No garbage cans, containers or bags of any kind shall be placed in public halls, on the staircase landings or anywhere other than designated areas.
5. Except in the recreational or storage areas as may be designated as such by the Executive Board, no playing or lounging shall be permitted nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas of the Buildings or passageways, parking areas, sidewalks or lawns or elsewhere on the Common Elements.
6. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.
7. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or balconies thereof, any dirt or other substance.
8. 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 (except to the extent permitted under the Declaration) nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.
9. No noxious or offensive 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 Units 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 soundproducing devices in a Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy other occupants of the Buildings
10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium (except as permitted by the Declaration in connection with the sales or leasing of Units, management of the Condominium and in Section 6 1(a) thereof), 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, nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Declarant and the Association to place 'For Sale', 'For Rent' or 'For Lease' signs on any unsold or unoccupied Units, and the right is hereby given to any Posted Mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Mortgagee.
11. Draperies, shades, curtains or Venetian blinds must be installed by each Unit Owner on all windows of his Unit and must be so maintained thereon at all times.
12. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit

Willowbrook Condominiums Rules and Regulations

or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items, except for such items as exist on the date hereof. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his Unit. A Unit Owner may, however, use a central radio or television antenna or cable facilities provided as a part of his 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.

13. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.
14. No Unit Owner shall make any alterations to or paint the exterior surfaces of his/her Unit or of exterior doors or door or window frames or sills, or replace the hardware visible on the exterior surface of doors without the specific prior written approval of the Executive Board which may be given subject to reasonable conditions.
15. No noise or vibration shall be made or cooking or other odor created, nor shall any work or other thing be done which shall unreasonably disturb annoy or interfere with the rights, comfort or convenience of other occupants of the Buildings. All cooking equipment shall be used in such a way to prevent noxious odors from permeating the Buildings.
16. Unit Owners shall keep the interior and exterior of their windows in clean condition.
17. Except as may exist on the date hereof, no water beds or other furniture filled with a liquid or semi liquid substance shall be installed or used in any Unit.

C. PET RULES

1. No Unit Owner may keep any animal in a Unit, except as permitted by Section 6.1(1) of the Declaration and these Regulations. No non-domestic animal life may be raised, bred or kept in any Unit or in the Common Elements. A maximum of two (2) dogs or cats or one dog and one cat may be kept in any Dwelling Unit. No pet may be kept in a Dwelling Unit if it exceeds a weight of 25 pounds. Small animals other than dogs or cats (including hamsters, birds, reptiles, amphibians and fish) may be kept by a Unit Owner as household pets provided that such permitted species are not kept for any commercial purposes. Dogs or cats in excess of the permitted number and/or weight which reside in the Condominium and are owned by grantees of Declarant at the time of conveyance of the Dwelling Unit may be kept by said grantees, but may not be replaced.
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, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness.
3. All pets must be registered and inoculated as required by law and registered with the Association. Tropical fish are excluded from the requirement of registration with the Association.
4. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
5. Pets are not permitted in the swimming pool, pool cabana area, playground, picnic areas, Storage Units, laundry areas and such other areas as have been or may be designated as no pet areas by the Executive Board.
6. Pets may not be walked or exercised in the halls except for Seeing-Eye Dogs. Such pets must be kept on a leash and accompanied by an adult when outside of a Dwelling Unit in or about the Buildings.
7. Any Owner of a pet permitted in the Building shall be obligated to exercise proper care and custody

Willowbrook Condominiums Rules and Regulations

over the pet to ensure the health and welfare of the other residents of the Buildings and preservation of the Buildings and grounds.

8. Owners of pets walked upon the Common Elements must promptly clean up their pet's droppings in all areas.

D. PARKING AND STORAGE

1. All personal property placed in any portion of the Buildings or any place appurtenant thereto, including, without limitation, the Storage Units 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.
2. Should an employee of the Association at the request of a Unit Owner move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas then, and in every such case such employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.
3. Unless otherwise authorized by the Association the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, vans, stretch cars, 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 property with conspicuous 'For Sale' signs attached. If required in the future by the Executive Board, all vehicles will be required to display parking permit decals identifying vehicles authorized to park within the Condominium.
4. 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.
5. Parking so as to block sidewalks, driveways, or designated fire lanes 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 or abandoned on the Condominium property the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, 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 Unit Owners Association against any liability which may be imposed on the Unit Owners Association as a result of such illegal parking or abandonment and any consequences thereof.

E. ENTRY INTO UNITS

1. Each Unit Owner shall provide to the Association or the Managing Agent, and the Association or Managing Agent shall have the right to keep, 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 secured by the Association or Managing Agent in a locked box for use only if entry to such Unit is necessitated by an emergency defined for the purposes of this Section E as the fact or threat of fire, flood or any other condition which may adversely affect the Common Elements or other Units. The Association or Managing Agent shall establish and implement, subject to prior approval of the Executive Board, procedures and controls to insure the proper use of such emergency keys. No Unit Owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a Unit without the prior written consent of the Executive Board.
2. The agents of the Executive Board or the Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency in which case entry may be immediate and without notification) for the purpose of exercising and discharging their respective

Willowbrook Condominiums Rules and Regulations

powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin insects or other pests.

3. A charge of Ten Dollars (\$10.00) may be made for opening a Unit Owners door at such Unit Owner or a tenants request when such request is made outside of the normal business hours of the management office at the Condominium.
4. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefore and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliverers requiring entrance to a Unit Owner s Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

F. HEALTH FACILITIES

1. All persons using any of the Health Facilities do so at their own risk and sole responsibility. The Association does not assume responsibilities for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Association, its servants, agents or employees 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 of the Health Facilities. Each Unit Owner shall indemnify and defend the Association against and hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of the use of the Health Facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct willful misconduct or gross negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.
2. In addition to all other rights which the Executive Board has for nonpayment of assessments, the Executive Board or the Association shall have the right to bar the use by a Unit Owner of any of the Health Facilities for failure to make payment of any assessments or fees due.

G. MOVING

1. If the Unit Owner or tenant will not be home, prior arrangements should be made at the Association office by means of an admission slip for access to the Unit by persons other than a Unit Owner or tenant.
2. Move-ins and move-outs are restricted to the hours between 9 00 a.m. and 5:00 p.m., Monday through Saturday, excluding holidays.

H. CONSIDERATION IN USE OF UNI TS

1. 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.
2. Unit doors opening into the public halls (except Condominium Office doors) and Building entry doors shall be kept closed and secured at all times except when in use. Windows must be kept closed during air conditioning season while an air conditioner is in use in order to prevent condensation from forming in the Unit's cooling mechanism and causing damage to carpets and floors.
3. All contractors performing major work or alterations on a Unit or Limited Common Element shall file a certificate of insurance and indemnity with the management, which certificate must be approved by management before said contractors may begin work in the Buildings.

Willowbrook Condominiums Rules and Regulations

I. GENERAL

1. The use of charcoal or gas burners is not permitted on the Common Elements except in such areas, if any, designated by the Executive Board for such use and in compliance with law. Unit Owners may obtain from the management office of the Condominium, during normal business hours, the keys necessary to operate the gas grills installed or to be installed on the grounds of the Condominium. A security deposit of \$25.00 will be collected for the benefit of the Association for each such key. The security deposit shall be forfeited if the gas grill key is not returned to the management office by the next business day.
2. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board. No fences may be erected around or on the Common Elements.
3. Solicitors are not permitted in the Buildings. If any Unit Owner is contacted by a solicitor on the Premises the Managing Agent must be notified immediately.
4. Except as may be supplied and installed by the Declarant, the installation of additional major appliances in any Unit is prohibited. Such prohibited appliances include but are not limited to washing machines, clothes dryers and additional dishwashers. Replacement of existing major appliances with comparable equipment is permitted. Replaced appliances shall be removed from the Condominium at the sole cost and expense of the Unit Owner.
5. All persons shall be properly attired when appearing in any of the Common Element portions of the Property.
6. The appearance of the Units shall conform to the Condominium's standards of integrity and appearance. Subject to the provisions of Section 3.3 of the Declaration each Unit Owner is fully responsible for maintaining the Unit premises in a good state of upkeep and cleanliness including but not limited to preventing an insect or rodent infestation in the Unit. The Unit Owner shall be charged by the Association for services rendered if the Association and/or management intercedes to maintain the Unit after the Unit Owner fails to do so within a reasonable period of time after receipt of written notice of the problem from the Executive Board or Managing Agent.
7. No corridor doors or public areas shall be decorated or furnished by Unit Owners, or other persons, except in observance in good taste of appropriate religious customs. A resident may identify his Unit by inserting a nameplate within the holder provided for such purpose on the exterior surface of a Unit's corridor door. No other signs of any type may be displayed on any exterior portion of the Unit, General Common Elements, or Limited Common Elements.
8. Children shall not be permitted to become a nuisance in the Common Elements. Parents shall at all times be responsible for their children while in the Units and Common Elements. Children are not permitted to play in the shrubs, flower beds, and must refrain from riding or wheeling bicycles or skating within the Buildings or the Condominium grounds, except in the playground and other areas specifically designated by the Executive Board for such purpose.

J. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The Executive Board shall appoint five (5) Unit Owners to serve one (1) year terms as members of the Association 'Internal Dispute Resolution Committee'. The Board may also appoint one (1) or more alternates who will serve when needed pursuant to Section J6 hereof. Three members shall constitute a quorum and two votes shall be required for any Committee decision. The Committee shall elect its own Chairman. No member of the Committee may serve on the Executive Board.
2. The 'Internal Dispute Resolution Committee' shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration the Bylaws and/or these Regulations.

Willowbrook Condominiums Rules and Regulations

3. Upon receipt of a written and signed Compliant Form (to be provided by the management), the Chairman of the Committee shall present the same to the management who shall then attempt to informally resolve the dispute in a fair and equitable manner.
4. If the management has not resolved the dispute to the complainant's satisfaction within seven (7) days the committee shall then give the alleged violator at least ten (10) days notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted in the Buildings affected by the dispute and mailed to the record address of any non-resident Owner of Units within said Buildings. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.
5. The public hearing shall be conducted as an informal quasi judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.
6. In order to ensure an unbiased tribunal no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately invoked in any other respect. If more than one member of the Committee shall excuse him/herself or be otherwise unavailable, the Executive Board shall first appoint alternates to fill all vacancies and if the required number of alternates are unavailable, the Executive Board shall then appoint disinterested Unit Owners to temporarily fill all vacancies on the five (5) member Committee.
7. After a full hearing on the dispute, the Committee shall make a written report to the Executive Board and shall recommend sanctions if a violation has been found. The Committee shall make recommendations in accordance with the following Sanction Schedule depending upon the seriousness and frequency of the violations(s):

(1)	Reprimand/Warning
(2)	\$25.00 Fine
(3)	\$50.00 Fine
(4)	\$100.00 Fine
(5)	\$200.00 Fine
(6)	Any of such Fines per day or per occurrence, as appropriate.
8. At next regularly scheduled Executive Board meeting or at a Special Meeting of the Executive Board the Executive Board shall ratify the Committee decision and recommendation unless the Executive Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.
9. In the event the Executive Board does not ratify in accordance with Section 8, the Executive Board may hold a second full hearing on the matter. In such case the Executive Board may also levy a fine higher than that provided in the Schedule above, and may also, in a proper case require a repeat offender to deposit with the Association a special security deposit of up to \$1,000.00 to protect the Association and its members against future violations.
10. Decisions of the Executive Board in these disputes are final as set forth in the Declaration.
11. An aggrieved Unit Owner, lessee, Mortgagee or occupant must first exhaust his/her internal remedies with the Committee and the Executive Board before he/she may seek redress in a court of law.