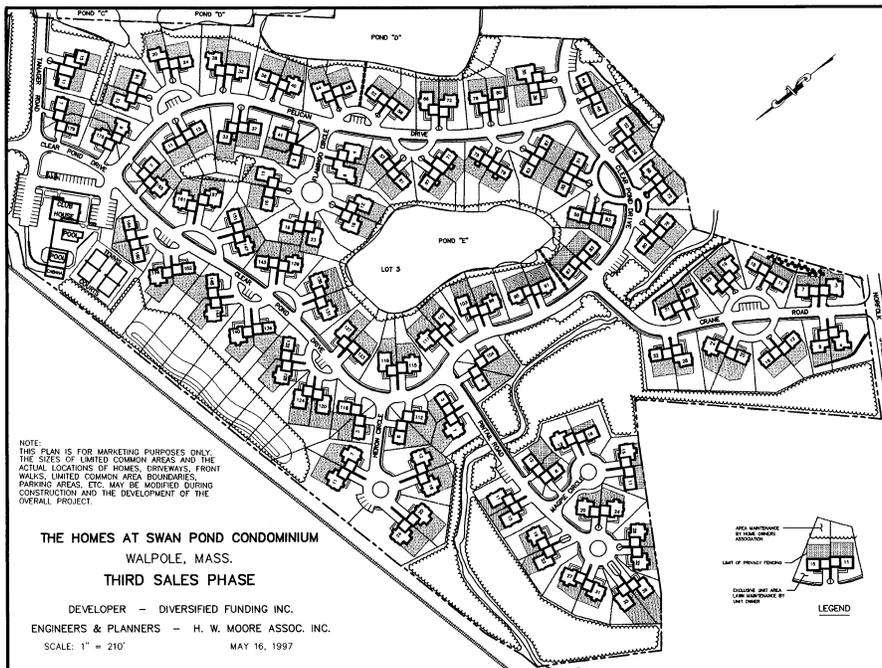


RULES AND REGULATIONS HANDBOOK



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TABLE OF CONTENTS

Section	Description	Page Number
1.0	Preface	3
1.1	Trustees' Responsibilities	3
1.2	Unit Owners' Responsibilities	4
2.0.	Procedures	7
2.1	Pets	8
2.2	Laundry	8
2.3	Signs	8
2.4.	Parking	8
3.0	Maintenance of Units and Limited Common Areas	10
4.0	Changes to Units and Limited Common Areas	11
5.0	Telephone Numbers	12
6.0	Fence Regulations	13
7.0	Painting Regulations	14
8.0	Trash Disposal Regulations	16
9.0	Rental of Units	17

Note: January 2010 Revisions are on Page 17 and are shown in blue.

RULES AND REGULATIONS

1.0 Preface:

A condominium is a unique community concept. Whether we refer to a single building containing many individually owned units, a town house/row house type, such as the Village at Swan Pond, or what we live in, a Planned Community type of condo association, there are similar characteristics to all three. Among them are the shared costs for maintaining common areas, and agreements to abide by rules and regulations and other covenants that appear in the governing documents of the association. These documents were created to establish and to preserve the architectural and aesthetic “character” of the community as originally conceived by the developer. These documents in themselves mean nothing if there is no way to assure that the condominium will, in fact, retain its unique character, and yet be flexible enough to address and take action regarding any issues that may arise in the future.

The condo documents provide processes and procedures for this. The election of a board of trustees is indeed the most important. The ability for the community to vote for major changes in the governing documents (amendments) is another and requires significant majority approval to make those changes. The trustees are empowered to hire a firm to handle the day-to-day operations of the community, to collect condo fees and pay its legitimate bills.

Prudent and responsible Unit Owners will have read and understood the content of the governing documents (Master deed and Declaration of Trust), since by purchasing their unit, they have agreed to abide by those covenants.

The governing documents provide the trustees with broad powers and responsibilities, particularly in the dissemination and enforcement of the rules and regulations promulgated in Article V of the Declaration of Trust. In addition, Unit Owners have significant obligations that are enumerated in the same Article. For purposes of this document, the more significant of these (abridged and/or paraphrased), appear below:

1.1 Trustees:

- Authority to adopt and amend rules and regulations. (Sec. 5.1 (xviii)), (Sec. 5.6)
- Authorization to enforce obligations of Unit Owners; the power to levy fines against Unit Owners for violations of the terms of the Master Deed, Trust Indenture or the reasonable rules and regulations established by the trustees to govern the conduct of the Unit Owners. (Sec. 5.1 (xx))
- If the trustees, in their judgment, determine that the interior or exterior of the unit or the limited common area appurtenant to any unit has not been properly maintained or kept up, negatively affecting market value or the reasonable enjoyment of other Units, they can request the Unit Owner to perform the necessary maintenance, repair or other work. If the work is not started within a reasonable time, the trustees shall be entitled to have the work done on behalf of the Unit Owner, the cost of which to be the responsibility of the Unit Owner, and which until paid, will constitute a lien upon the Unit and Unit Owner, personally, jointly and severally. (Sec. 5.2, par. 3)

- If any changes, alterations, etc., to the interior or exterior of the Unit or to any limited common area appurtenant thereto, requiring the written consent of the trustees, are made by the Unit Owner without acquiring such prior consent, the trustees may direct that those changes, etc., be removed and the Unit or limited common area be restored to the condition existing prior to such unauthorized change. (Sec. 5.3, par. 2)

1.2 Unit Owners:

- Unit Owners are responsible for the proper maintenance and repair of the interior and exterior of their Units and for the upkeep of the limited common areas appurtenant to their respective units. (Sec. 5.2, par. 1 & 2)
- Unit Owners must secure written consent of the trustees for any modification of, or addition to the exterior of any limited common area appurtenant to the Unit, which consent may be withheld for any reason. (Sec. 5.3, par. 1). The trustees have established a procedure that must be followed whenever a Unit Owner contemplates any such modification or addition.

Procedure to be followed by Unit Owners wishing to make changes to their Homes and/or Limited Common Areas, adjoining.

The Homes at Swan Pond condominium has very detailed and specific Rules and Regulations, based on the Condominium Master Deed and Declaration of Trust Legal Documents, regarding the exterior "look and feel" of the homes and the limited common areas. To find out what is allowed, and what is not allowed, please very carefully read Section 4.0 - Changes to Units and Limited Common Areas, Section 6.0 - Fence Regulations, and Section 7.0 - Painting Regulations, pages 9-12 in this Handbook.

The Board of Trustees has established a Design Review Committee (DRC) to review all proposed changes, and to forward their recommendations to the Board of Trustees for final approval.

Proposed changes, which must be submitted to the Design Review Committee, include the following:

- Re-paint house
- Storm door
- Skylight
- New Window
- Deck
- Replacement furnace with new vents through exterior wall
- Changes to strip between driveways
- Attic conversion to livable space
- External HVAC piping to upper floor
- Window conversion to bay window
- Fencing
- Storm windows
- Re-roof house
- Portico
- Screened Porch
- Replacement windows
- Swing set
- Walkways
- Patio
- New bushes, trees, and plantings

All requests for changes to the Unit or to the limited common area that is the Unit Owner's responsibility are to be sent by letter or email to the Design Review Committee.

The Unit Owner must ascertain the requirements for, then obtain and provide a copy to the Trustees, of all Building Permits or other Permits when a requirement of the Town of Walpole, or other authority having jurisdiction. The consent of the Trustees is made contingent upon the Unit Owner having obtained all required Permits, and having provided the Trustees with a copy of each. When the work has been completed, the Unit Owner must provide a second copy of each of the Building Permits or other Permits, showing the Inspectors' "sign-offs" for the required inspections.

If the Unit Owner begins (or completes) work to make changes, alterations, additions, etc. to the interior or exterior of the Unit or to any limited common area adjoining, without having obtained: (a) the prior written consent of the Board of Trustees by letter or email; and (b) a Building Permit or other Permit when a requirement of the Town of Walpole, or other authority having jurisdiction, the Trustees may direct that those changes, alterations, additions, etc., be removed and the Unit or the limited common area adjoining be restored to the condition existing prior to such unauthorized change; or the Unit Owner may be subject to a fine of \$500. This provision also applies should the Board of Trustees not receive copies of the Building Permit, or other Permits, as specified above.

All requests for painting or staining the exterior of homes are also to be sent to the Design Review Committee by letter or by email, including supporting documents as required. However, if the Unit Owner is repainting with the same paint or stain as the original color, the Unit Owner needs only to state that as the intention in writing. No further action on the Unit Owner's part is required.

Step-by-Step Procedure

1. The Unit Owner will submit a detailed proposal in writing, to the HASP Office, who will forward it to the Design Review Committee. The proposal should include a complete description of the work to be done together with sketches and drawings, giving location, height/elevation and other pertinent information, and a plot plan drawing showing specifically where the work will be done.
2. The Design Review Committee will forward its recommendation to the Board of Trustees. The DRC may request additional information or detail, from the Unit Owner, which will be conveyed to the Unit Owner by the HASP Office. (The DRC may take up to one week to make its recommendation.)
3. The Board of Trustees will vote on the proposal, after receiving the DRC's recommendation, at the next regularly scheduled Monthly Meeting.
4. Approval by the Board of Trustees will be conveyed to the Unit Owner in writing by the HASP Office, including requirements for the Unit Owner to provide copies of the Town of Walpole Building Permit for the work (where required by the Town of Walpole), both before starting the work, and again at the end of the work documenting the "sign off" of all required inspections of the work by Building Inspectors.

5. In addition to adhering to the procedure, above, it is highly advisable that Unit Owners, who contemplate exterior modifications or additions to their property, notify neighbors of their intentions. This may eliminate potential problems or strained relations.

Emergency Procedure

In an emergency – such as the failure of a Unit Owner’s heating system during the winter months, the replacement of which may require adding new vent pipe(s) in the exterior wall of the home – the Unit Owner should immediately contact the HASP Office, or, out of normal office hours, a Member of the Board of Trustees, to request an emergency approval of the change. If warranted, a decision can be made and communicated to the Unit Owner verbally, confirmed by email, within 24 hours.

Each day a violation exists constitutes a separate violation.

The Board of Trustees is also authorized to take steps necessary to correct a violation when a Unit Owner makes no attempt to correct it. Any expense incurred in this process is the responsibility of the violator and such expenses, along with any assessed fines, until paid, will constitute a lien upon the Unit and Unit Owner, personally, jointly and severally. (Declaration of Trust, Article V, Section 5.2, page 12: First Paragraph)

For example, regarding lawn care, where continual neglect has resulted in a negative impact upon community aesthetics and/or upon property values, after a warning and a reasonable period of time has elapsed for the Unit Owner to rectify the deficiency and no action has been taken to correct the situation, the Trustees may engage the services of a landscape contractor to perform the necessary work to bring the property up to standard. The costs associated with this would be wholly the responsibility of the Unit Owner, and a lien (see paragraph, above) would exist against the property until the bill is paid.

The Rules and Regulations contained in this document expand upon and clarify the restrictions and rules contained in the Governing Documents of the HASP Condominium. In case of discrepancy, the Master Deed, Trust and By-Laws prevail.

The individual Rules and Regulations in this document (presented in an abbreviated fashion) follow approximately in the order in which they are found in the Governing Documents. Page and/or reference numbers are included. Where the Trustees have made significant additions or clarifications, that fact is also referenced.

A Special Note: This document does not summarize all of the Governing Documents. It focuses solely on the more significant Rules and Regulations. Unit Owners are directed to the complete version for a comprehensive exposition of the concept, operation and management of this condominium trust.

Rules & Regulations Annexed to the Declaration of Trust: (Excerpts), pp. 37-38

- 2.1 Pets:** Pets may be prohibited from common areas and facilities, if the trustees determine that their presence will interfere with the use or enjoyment of the common areas or facilities by other Unit Owners. Dogs shall be kept leashed when outside the limited common area appurtenant to a Unit.
Addition: Pet owners are responsible for the clean up and proper disposal of animal wastes. The use of a “pooper-scooper” is recommended.
- 2.2 Laundry:** The hanging of laundry, rugs, draperies, etc., outside a Unit is prohibited.
- 2.3 Signs:** No “For Sale”, “For Rent” or similar signs or displays are permitted in Unit windows or on the ground or about the limited common area. Unit Owners are also asked to tell contractors working in or around the Unit (e.g. painters) to post no signs.
- 2.4 Parking:** No overnight parking of motor vehicles on the streets and ways of the condominium is permitted. Limited daytime parking is permitted in designated

off-street parking areas and in the driveways of the Units. Vehicles that are parked in violation of this regulation may be towed at the expense of the vehicle owners.

Additions:

- When a Unit Owner expects a large number of guests for an event, the following procedure should be employed:
 - Property Management should be notified beforehand.
 - For safety purposes and in order to assure that a clear fire lane is maintained, guests are to be instructed to park only on one side of the street, on an odd/even calendar basis.
- Four (4) Resident/Visitor parking spaces have been designated in the Clubhouse parking area for Tanager Road Unit Owners and for residents of 177 and 179 Clear Pond Drive. This is an accommodation for the fact that no off-street area other than the Clubhouse parking area has been provided for these Unit Owners.
- No unregistered vehicles are permitted in any area of the condominium.

Relevant Passages From the Master Deed (MD) and Declaration of Trust (DT):

3.0 Maintenance of Units and Limited Common Areas:

1. Unit owners are responsible for the maintenance and repair of the interior and exterior of their Units as well as the maintenance, repair and replacement of utility fixtures serving their Units, including, without limitation:
 - a. Heating, ventilation and air conditioning equipment
 - b. All structural elements of the Units
 - c. Painting and maintenance of the exterior walls, porches, vestibules, roofs, driveways and walkways, and roofing
 - d. Proper care and maintenance of all wires, pipes, drains, and conduits for any and all utility services contained within the respective Unit or the limited common area appurtenant to such Unit and which exclusively serve such Unit. (MD – page 4, paragraph 3)

Addition: This responsibility also extends to any approved additions or modifications to the exterior of the Unit or to the limited common area appurtenant thereto.

2. Unit Owners are responsible for the maintenance and upkeep of the limited common areas appurtenant to their respective units, including appropriate lawn and shrubbery maintenance in keeping with generally recognized community standards. Unit Owners are also responsible for snow and ice removal on these areas. (MD – page 5, Section 4, d)

Addition: Included in the above are:

- The green strip between driveways
- On certain Units:
 - The green strip between street and sidewalk
 - Landscaped areas around utility boxes on limited common area

Addition:

- 2.1 **Snow and Ice Removal.** Snow and ice removed by Unit Owners from the limited common areas appurtenant to their respective Units (e.g. from driveways, walkways, vehicles parked in driveways, etc.) may not be disposed of on the streets and ways of the condominium, or in the designated off-street parking areas. Due to the potential additional cost incurred by the condominium in re-plowing streets, the fines for Snow and Ice Removal violations will be at double (two times) the fines for other general violations of the Rules and Regulations. Snow and Ice Removal violation fines will be levied in accordance with the following schedule:

- First Offence: Warning
- Second Offence: \$50.00 (fifty dollars)
- Third and Subsequent Offences: \$50.00 (fifty dollars)

3. Except where approved construction and/or improvements are in progress, the limited common area may not be used for the storage of machinery, supplies, materials or equipment. (MD – page 15, Section 11, g)

4.0 Changes to Units and Limited Common Areas:

Note: See the Preface to this document, particularly the section dealing with Trustee powers and Unit Owner responsibilities. Also, the “Statement of Purposes: Restrictions on Use” section of the Master Deed beginning on page 13, Section 11 should be examined in its entirety, as this document mentions only the most common restrictions.

- Units shall be used solely for residential purposes. (MD – page 13, Section 11, para. 1)
- No noxious or offensive activity shall be carried on in any Unit or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. (MD – page 13, Section 11, paragraph 2)

Note: This restriction appears twice in this Section of the Master Deed.

- No Unit may be used for transient purposes; no Unit shall be leased for less than one (1) year. (MD – page 13, Section 11, paragraph b)

Clarification: All leased Units are subject to the provisions of the Governing Documents of the condominium, including this document.

Addition: Regardless of a lease to another party, the ultimate responsibility for payment of condominium fees resides with the Unit Owner.

Addition: Subleases are forbidden.

The following and similar changes and modifications to the Units and to the limited common areas require written approval of the Board of Trustees, which may be withheld for any reason:

- A structure or improvement of any kind, including but not limited to fence, patio, porch, vestibule, screened enclosure, flagpole, awnings, landscape decorative objects, trees shrubs or walkways.
- Any exterior change, addition, structure, projection or decoration.
- Any and all other physical structures of any kind, type or description that shall be installed, constructed or affixed within the limited common area.
- Any changes in the color of paint or stain to the exterior of the unit, including the color of the trim, shutters and roofing material.
- Approved fences shall not be located beyond the fence lines shown on the plot plan filed with the first deed of each Unit.
- Wild grass or wild vegetation located within the limited common area shall remain in its natural state unless otherwise permitted by the Board of Trustees.
Note: Any changes under this ruling must conform to Conservation Commission rules.
- No soil, fill or gravel shall be removed from the limited common area.
- No external air conditioning units.
- No painting or attaching of any decoration on the interior surface of any window within a Unit.
- No Unit shall be reconstructed or rebuilt after a fire or casualty threat to a design or color which differs in any way from its original design or appearance.
- No swimming pools, sheds, outbuildings, etc., are permitted.
- No satellite dish antennas having a diameter larger than eighteen (18) inches.
- No canopies or clothes lines.

Note: All of the above are found in MD – page 14, Section 11, (c)

Note: “The prohibition of “solar collector panels” removed from this document by the Board of Trustees on April 22, 2008.

Addition: Unit Owners are reminded that it will be necessary to obtain written approval from the Board of Trustees BEFORE installing solar collector panels, and Unit Owners should bear in mind the requirement to "...preserve the architectural and aesthetic "character" of the community..." as laid down in the Governing Documents.

- No noxious or offensive activity in a Unit or in the limited common area of a Unit will be tolerated. No Unit Owner shall make or permit any disturbing noises by him/herself or any family member or tenant that will interfere with the rights, comfort and convenience of any other Unit Owners. (MD – page 14, Section 11, e)

Addition: Reduced noise period: 10:00 p.m. – 8:00 a.m.

- No boats, trailers, campers, motor homes, commercial vehicles, etc., will be parked or stored in any driveway or limited common area. (MD – page 14, Section 11, f)
- No machinery, supplies, materials or equipment relating to any business conducted by a Unit Owner or occupant shall be stored in the limited common area, except where approved construction activities are taking place. (MD – page 14, Section 11, g)
- No sign of any kind shall be displayed on the exterior of a Unit or limited common area appurtenant thereto. (MD – page 15, Section 11, h)
- No outdoor clotheslines or other such apparatus shall be used or maintained anywhere within the condominium or the limited common area of any Unit. (MD – page 15, Section 11, j)

The Trustees shall have the power to levy fines against Unit Owners for violations of this Master Deed and for violations of the Rules and Regulations established by the Trustees.

(This statement appears in the body of the middle paragraph on page fifteen (15) of the Master Deed.)

<u>5.0 Important Telephone Numbers:</u>	Property Management Office:	508-660-9913
	Office FAX:	508-660-9919
	Emergency Number:	911

6.0 Fence Regulations

Added to this document by the Board of Trustees on July 28, 2003

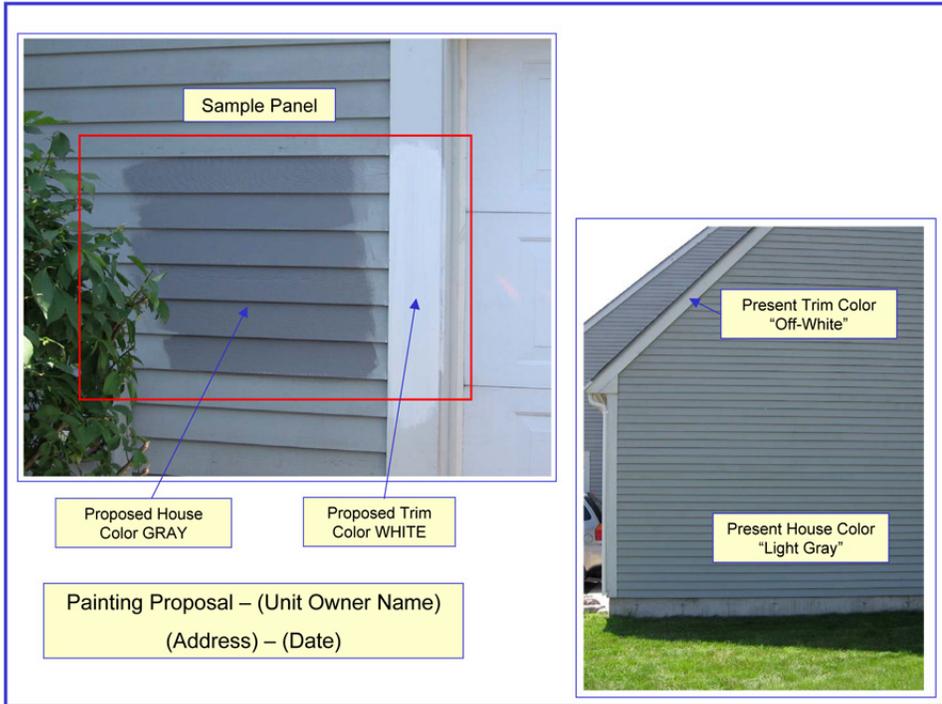
1. All requests for fencing by a Unit Owner must be submitted in writing, together with a copy of the deeded plot plan which will show where fencing is allowed, to the Design Review Committee (DRC) prior to the 20th of the month.
2. Upon review of the fencing request by the DRC, the proposal will be forwarded to the Board of Trustees, along with the DRC's recommendation. The DRC will not correspond with the Unit Owner at this time, unless the Committee needs further information.
3. The Board of Trustees will consider the fencing request at the next regularly scheduled Board Meeting. After the meeting, the Board will notify the Unit Owner of their decision. Further discussions may follow if there is more pertinent information forthcoming. At its discretion, the Board may make it a condition of approval that the Unit Owner notifies neighbors before beginning the work.
4. Required structural design of the proposed fencing:
 - a. Either white vinyl material or wood (cedar) painted white.
 - b. Types:
 - 1) Privacy – No more than two (2) solid construction panels together, no higher than six (6) feet and no wider than eight (8) feet per panel. This is to avoid the blockage of light and air to the abutter's lawn as well as to avoid the resemblance of a barricade. Total length: Sixteen (16) feet.
 - 2) Transitional – No more than one (1) panel, which slopes from a height of six (6) feet to four (4) feet. Total length: Eight (8) feet.
 - 3) Regular – “Open Picket” style no higher than four (4) feet to follow the approved fence lines per the Board of Trustees, as shown on the deeded plot plan.
 - 4) Gate – No more than one (1) gate to be no higher than four (4) feet.
5. Maintenance of the fence shall be done by the Unit Owner for both sides (i.e. cedar fence to be painted white) on a regular basis. This will be strictly enforced by the Board of Trustees.
6. As always, “Dig Safe” must be contacted prior to any approved installation of fencing.

7.0 Painting Regulations

Added to this document by the Board of Trustees on July 29, 2002; amended by the Board of Trustees on July 22, 2009

1. To ensure community harmony, the following regulations have been adopted by the Board of Trustees as an amplification of the existing regulations on repainting of Units:
2. All Unit Owners are required to notify management at the Homes at Swan Pond Office, by letter or e-mail, of their intention to repaint, well in advance of the scheduled date.
3. In the case of exact replication of existing colors, the Unit Owner must state that is his/her intention. No further Unit Owner action is required, provided that the existing colors are either original to the house, or were specifically approved in the past as a “change” by the Board of Trustees, and are “in keeping” with the exterior “look and feel” of the community.
4. To change to a different color scheme, either (a) one of the original developer-approved combinations, or (b) one currently existing on another Unit in the community, the colors to be used must be cited, e.g. “same as the Unit at ADDRESS”. The request will be forwarded to the Design Review Committee for its recommendation to the Trustees and the Unit Owner will be notified of the Trustees’ decision.
5. To change to a new, previously non-existing color combination, the Unit Owner must paint a CLAPBOARD SAMPLE PANEL on the clapboards somewhere on the Unit, minimum size two feet by two feet, no more than six feet off the ground, and also paint TRIM, DOOR, SHUTTER SAMPLE PANELS (as needed) minimum size twenty-four square inches, each. The Office will arrange for color photographs to be taken of the SAMPLE PANEL(S) for review by the Design Review Committee. (See Example on next page.) The Design Review Committee will make its recommendation to the Trustees and the Unit Owner will be notified of the Trustees’ decision. Unit Owners, in considering new colors, are reminded that the “look and feel” of the community is based on PASTEL light to medium color shades.
6. If simply changing paint manufacturers, Unit Owners must match the existing colors, declare in writing that to be the case, and not approximate the similarity. In case of doubt, the Design Review Committee and/or the Trustees may request SAMPLE PANEL(S) for review, as in the procedure, above.
7. All “minor” color changes, such as only changing the color(s) of trim, doors and/or shutters, must be submitted to the Design Review Committee for approval.

Example of SAMPLE PANEL(S)



8.0 Trash Disposal Regulations

The Trash Disposal Regulations were completely re-written by the Board of Trustees and added to this document on December 17, 2008

New Trash Disposal Regulations have been made necessary by the new procedures implemented by Waste Management, the Trash/Recycling Disposal contractor, in November 2008

All trash must be put into the trash barrels (totes) and all recycle items must be put into the recycle totes provided by Waste Management, which are compatible with their automated pickup system. The totes must not be over-filled so that the lid does not completely close. The tote must be put out for pickup with the lid closed. The tote for general trash has a green lid, and the tote for recycle has a yellow lid.

The trash tote will be picked up every week, and the recycle tote will be picked up every other week.

Waste Management can only pickup the green-lid and yellow-lid totes. Items left on top of, or beside, the totes will not be picked up.

Totes may be put out the evening before the day of the pickup. Please keep in mind the Holiday Schedule for trash and recycle pickup.

Up to date details about where to place the trash and recycle totes for pickup, recycle tote pickup schedule, acceptable items for recycling, etc., and other useful information can be found on the Homes at Swan Pond Web Site www.swanpondhomes.com.

Homeowners must ensure that items in their trash and recycle totes do not end up littering the Swan Pond site, while the totes are outside for pickup, or in the automated process of pickup and emptying into the Waste Management truck. The Swan Pond site is subject to high winds from time to time, and small, light items especially in the recycle tote (e.g. newspaper pages, small empty plastic and aluminum beverage containers) can easily blow away. Trash items should be secured in plastic trash bags before being placed in the trash tote. Small, light recycle items should be secured in brown paper bags before being placed in the recycle tote.

The fines for littering due to violation of the trash containment policy are: \$5.00 for the first offense; \$10.00 for the second offense; \$25.00 for additional offenses.

Each homeowner owns the two (2) totes that have been provided, and each homeowner is responsible for their safekeeping and for turning them over in usable condition to the buyer of their home if and when they sell and move out. The trash holdback fee, (at the time of sale) effective 12/01/08, is \$200 to ensure that one regular trash tote and one recycle tote is left in the garage for the new owner's use.

For furniture, appliances, and the like, homeowners must make arrangements in advance directly with another private contractor.

Trash or debris of any kind may not be disposed of anywhere on the property.

9.0 Rental of Units

Added to this document by the Board of Trustees February 19, 2008; amended by the Board of Trustees January 20, 2010.

Unit Owners intending to rent their units are required to obtain a “Rental of Unit Packet” from the Office. This packet and the UNIT RENTAL INFORMATION FORM contain documents, guidelines, and requirements necessary to support Homes at Swan Pond (HASP) Management. The Unit Owner will need to understand all the requirements to effectively perform the role as landlord and to avoid unnecessary problems and possible fees and fines.

Unit Owners - Please screen your tenants carefully: They will be held to the same standards as resident unit owners. You should give your tenants a copy of the latest Revision of the Rules and Regulations Handbook.

Below are a few requirements that are specific to the Unit Owner acting as Landlord. Failure to meet these requirements can result in fines.

1. **A signed, approved copy of the Unit Rental Information Form** must be on file in the Management office.
2. **Rental of a Unit is to be accomplished by means of a written lease. The minimum term of the lease is to be one (1) year. Only one (1) lease is permitted per Rental Unit, and sub-leases of any kind are prohibited.**
3. **A signed copy of the current lease, or a copy of a self-extending lease, must be on file in the Management office.** Failure to have this documentation to Management within seven (7) days after signing of the lease, or prior to move-in, whichever comes first, can result in daily fines..
4. **As set forth in the Master Deed, Units may only be used for such purposes and in such manner as is permitted under the Zoning Bylaws of the Town of Walpole. All leases must include a provision obligating the tenant(s), family members and/or guests to comply with the terms of the Zoning Bylaws.**
5. **The Unit Owner, acting as Landlord must make provision for the ongoing maintenance and repair of the Unit while it is rented.** Failure to properly maintain and repair as necessary the exterior of the Unit and the limited common area surrounding the Unit can result in daily fines, as stipulated in the Rules & Regulations Handbook.
6. **Tenant violations** that result in fines go against the Unit and **are the responsibility of the homeowner (unit owner).**