

## RULES AND REGULATIONS OF 30 LOFTS CONDOMINIUM

### **GENERAL**

1. **Adoption and amendment.** 30 Lofts Condominium Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. **Compliance.** All Unit owners, their families, invitees and guests and all other persons on the Condominium Property shall comply with these Regulations.

3. **Document Conflict.** In the event these Rules and Regulations conflict with the provisions of the Condominium Bylaws or Declaration, the latter shall control.

4. **Obstructions.** There shall be no obstruction of the Common Elements.

5. **Insurance, etc.** Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. 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 building or contents thereof or which would be in violation of any building or fire code. No waste shall be committed on the Common Elements.

Unit Owners are responsible for the payment of the applicable insurance deductible for damage to their Units, or such other deductible as may then be applicable under the insurance policies carried by the Association for a Unit and for losses that are not covered under the Association's policy. As further set forth in the Declaration, each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit and loss of use for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability.

6. **Trash.** All garbage and trash must be stored inside a Unit or other designated area until the day designated by the Association for pick up, when it may be left outside in an animal proof, covered container. Empty trash receptacles shall be promptly returned to the interior of the Unit after pick up. Any trash spread on the Common Elements shall be promptly picked up by the Unit owner.

7. **Plumbing and Sewerage.** The toilets and other water and sewer apparatus shall be used only for the household purposes. No fat, grease, oil, petroleum, sweepings, rags, ashes or other improper articles shall be deposited in the sewer system. The cost of repairing any

damage resulting from misuse of any of such apparatus shall be paid by the Unit owner causing such damage.

No washing machines shall be permitted in a Unit unless equipped with stainless steel mesh reinforced hoses connecting directly to the water supply.

Unit owners shall comply with the periodic water heater replacement program established from time to time by the Board of Directors.

**8. Unit Repair/Minimum Temperature.** 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 any dirt or other substance onto the Common Elements.

All Units shall be maintained a minimum temperature of no less than 55 degrees Fahrenheit in order to prevent the freezing of pipes and damage to the Unit and Common Elements. Units may not be left unheated.

**9. Structural and Common Element Changes.** Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Board of Directors or as otherwise provided in the Declaration.

**10. Nuisances.** No nuisance, illegal or any noxious or offensive activities shall be created or carried on in any Unit or on the Common Elements which may be or become an unreasonable annoyance or a nuisance to the other Unit occupants or occupants, all as may be determined in the judgment of the Board of Directors.

**11. Noise.** Generally no occupant of a Unit shall make or permit any disturbing noises in the Unit or do or permit anything which will interfere with the peaceful enjoyment of other Units, all as may be determined in the judgment of the Board of Directors. All persons 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. No Unit owner shall make or permit any disturbing noises in the building or do or permit anything which will interfere with the rights, comforts or convenience of other Unit owners, including the actions of pets.

**12. Use of Units.** Except activities conducted entirely within the Unit, not detectable from outside the Unit and not involving visits by customers, salesmen or clients, no unit shall be used for commercial or business purposes. No Unit shall be used or rented for transient, hotel or motel purposes. Pursuant to the Declaration, no Unit may be leased for a period of less than thirty (30) days except at the discretion of the Board of Directors. No portion of any Unit (other than the entire Unit) shall be leased for any period.

**13. Signs.** No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Units except by the Declarant.

The Declarant has the right to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units. Any Mortgagee who may become the owner of any Unit may place such signs on any Unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

**14. Hangings and Visible Changes.** No Unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit except for existing directional signs of the Association. The prohibition herein includes without limitation flags, banners, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antenna and dishes or any other items except as otherwise expressly required by the Federal Communications Commission Rules. Under no circumstances shall any air conditioning apparatus, television or radio antennas or dishes, or other items be installed by the Unit owner beyond the boundaries of his Unit except with the special permission of the Board of Directors from time to time upon any conditions and terms that they may establish; and (iii) any original exterior HVAC systems installed by the Declarant shall be permitted.

No decks may be stained or painted by Unit Owners without the permission of the Association. A written request should be sent to in advance to the Association. No work may commence until written permission has been received from the Association.

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 Board of Directors. No deck, patio balcony shall be enclosed or covered by a Unit owner except as permitted in the Declaration.

**15. Storage.** Outside decks and patios shall not be used for storage purposes, except for functional seasonal outdoor furniture and barbeque units. No bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in the Common Areas and Limited Common Areas.

No propane or gasoline shall be stored or used in any Unit, excepting only heating systems installed by a licensed plumber or heating technician.

**16. Illegal Acts.** 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.

**17. Pets.** No animals of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except for orderly dogs, cats or other household pets as permitted by the Declaration and these Rules and Regulations. Each pet kept in a Unit for more than 72 hours shall be registered with the Association in writing. No pets and animals shall be permitted outside of a Unit except on a leash attended by and under the control of a responsible person. Pet owners shall immediately clean up the droppings left by their pets.

All pets must be registered and inoculated as required by law and registered with the Association. All pets and animals shall be restrained so as not to become a nuisance, noisome or offensive to the occupants of any other Unit. Upon notice and opportunity to be heard, the Association may expel dogs, cats or other pets in violation of these Regulations or the Declaration from the Property and may fine and assess penalties against offending owners.

Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. Any type or breed of pet which is not covered by the Association's liability insurance or by the Owner's liability insurance or which results in an additional Association insurance premium or which is deemed dangerous by the Board of Directors in its discretion shall be prohibited.

**18. Parking and Vehicles.** Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking passenger automobiles and trucks with a gross vehicle weight of less than 8,000 pounds, and such vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used on the Property, except within the parking areas and on the streets as shown on the Condominium Plat.

No inoperable vehicles, boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment or similar items may be kept or parked on the Property. All vehicles must have current license plates and be in operating condition. No motor vehicle repair may be carried on in the Common Elements. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached. No snowmobiles, all terrain vehicles or similar items may be operated on the Property.

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. Parking shall not be permitted in areas posted against parking or which block sidewalks, garage entrances, or driveways.

**19. Moving.** Move-ins and move-outs are restricted to the hours between 8:30 a.m. and 8:00 p.m. Residents must deliver to the Association a nonrefundable fee of \$100 and a refundable deposit of \$300 at least five (5) days prior to any move in or move out to account for the inevitable wear and tear that occurs during moves. All professional movers must be bonded and insured.

**20. Late Fees.** With respect to Common Charges, Service Charges and Fines, there is a 10 day grace period for late payments. If not paid within 10 days of when due, a \$25.00 late fee shall be assessed on the 11<sup>th</sup> day. If not paid within 30 days of when due, then effective on the 31<sup>st</sup> day there will be a 18% interest rate fee assessed effective back to the original due date in addition to the late charge. All costs of collection including reasonable attorney's fees shall be a lien on the Unit.

**21. Enforcement.** Upon any failure to comply with the Rules and Regulations, the Bylaws or the Declaration by a Unit owner, his or her family, occupants and tenants, or any guests and invitees in a Unit, the Board of Directors may assess a fine against the Unit owner in the amount of \$25 for the first offense and thereafter up to \$100.00 for each day in which a violation occurs, provided that a Unit Owner shall be given notice and opportunity to be heard by the Board. The Board's decision shall be final on the amount of and basis such fine. If a fine is not paid within 30 days, then the Unit Owner shall pay interest at the rate of 18% per annum on the outstanding balance and shall be liable for all costs of collection and enforcement including without limitation reasonable attorneys fees. The amount of the fine with interest and costs shall constitute a lien on the Unit.