



**RULES AND REGULATIONS**

and

**RESIDENTS' HANDBOOK**

of the

**PORTSIDE CONDOMINIUM**

and

**PORTSIDE CONDOMINIUM ASSOCIATION**

Current as of \_\_\_\_\_

## INTRODUCTION

The Portside Condominium is a “sub-condominium” referred to hereafter as the “Residential Sub-Condominium”) consisting of up to twelve residential units that has been created within the larger Hotel, Restaurant and Portside Residences Condominium (the “Master Condominium”). The Master Condominium consists of a Hotel Unit (the “Hotel”), a Restaurant Unit (the “Restaurant”) and the Residential Unit. The Residential Sub-Condominium is essentially a “sub-division” of the Residential Unit of the Master Condominium. In these Rules, the term “Condominium” will often be used to refer to the entire, combined Master Condominium and Residential Sub-Condominium.

This handbook contains rules and regulations (“Rules”) of the Residential Sub-Condominium that have been adopted by the Portside Condominium Association (the “Sub-Association”). The Sub-Association, acting through its Board, manages the affairs of the Residential Sub-Condominium and also appoints one of the three board members of the association that manages the affairs of the larger Master Condominium (referred to as the “Master Association”).

Legally, a condominium is created and governed by a document called a “Declaration of Condominium.” There is a Declaration for the Master Condominium (the “Master Declaration”) and a Declaration for the Residential Sub-Condominium (the “Sub-Declaration”). Residents should become familiar with both of those Declarations, which take precedence over these Rules which are intended as a supplement to the Declarations.

In these Rules, the term “Unit” refers to one of up to twelve residential units in the Residential Sub-Condominium (the term “Unit” is defined in more detail in the Sub-Declaration), the term “Residents” refers to the occupants of a Unit (whether occupying through ownership or as tenants leasing from the owner), and the term “Board” refers to the Executive Board of the Residential Sub-Condominium. Other terms will be defined in of these Rules and will be capitalized to signify that they are specially defined terms. Some capitalized words are not defined in these Rules, and they shall have the meanings assigned in the Declaration and/or Sub-Declaration.

Legally, a condominium is created and governed by a document called a “Declaration of Condominium.” There is a Declaration for the Master Condominium (the “Master Declaration”) and a Declaration for the Residential Sub-Condominium (the “Sub-Declaration”). Residents should become familiar with both of those Declarations, which take precedence over these Rules which are intended as a supplement to the Declarations.

The Board will retain the services of a manager of the Residential Sub-Condominium, referred to as the “Manager”. The Manager will be given authority to administer and enforce these Rules and to perform other administrative functions on behalf of the Board. If at any time the Board has not retained a Manager, then any

references in these Rules to the Manager shall be deemed to refer to the Board. The Board may change and supplement these Rules in the future, but the Board does not have the power to change certain rules that relate to safety or structural integrity or that are critical to the functioning of the Hotel and the Restaurant.

Portside Residences, LLC (the Declarant of the Residential Sub-Condominium), and its agents, employees, contractors and subcontractors, are exempt from these Rules in connection with the development, construction, marketing, sale, and leasing of the Residential Sub-Condominium and the Units.

## **ARTICLE I GENERAL RULES AND REGULATIONS**

1.1 Each Unit Owner shall be obligated to maintain his or her Unit in a clean, neat, sanitary and safe condition and keep the Unit in good repair in accordance with the Declarations.

1.2 Residents and their guests are expected to conduct themselves in a manner that will not disturb other Residents or their guests, or the guests of the Hotel or the Restaurant. No unreasonable noise, disturbance or unreasonable noise, or nuisance shall be allowed in any Unit or in or upon any Common Element, nor any use or practice that interferes with the quiet and peaceful occupancy of any Resident, or any Hotel or Restaurant guest. All parts of the Condominium shall be kept in a clean and sanitary condition, and no refuse, rubbish or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. Nothing shall be done or kept in any Unit or in any Common Element that will increase the rate or result in the cancellation of insurance of the Condominium building or the contents thereof.

1.3 Residents (and, where permitted, their guests) have the right to use the Common Elements of the Residential Condominium, such as the residential lobby at 207 Fore Street (the "Lobby") hallways, corridors and elevators and the right to use specified Common Elements of the Master Condominium, such as exterior walkways, emergency stairways and the service area at the rear of the Hotel and Restaurant, but all such use must be in accordance with the Declarations. Residents may not interfere with the use of these facilities by others. Residents shall have no rights to use or enter the Hotel or the Unit except as a patron.

1.4 The Units may be used only for residential purposes, subject in all events to the further restrictions contained in these Rules and in the Declarations. The Units may also be used for "home office" purposes, so long as commercial deliveries are minimal, no commercial signage is used and no staff, employees, agents, customers, clients, or business associates visit the Condominium in connection therewith.

1.5 Residents shall make their guests aware of these Rules and are fully responsible for their guests' conduct.

1.6 Unless otherwise permitted by these Rules or otherwise designated by the Board, Common Elements may not be used by Residents to store furniture, bicycles, strollers, toys sports or other equipment or any other personal property whatsoever.

1.7 The Board may post other rules or policies regarding the use of specific facilities, such as the Trash Room, the service area, or the Lobby. All posted rules or policies are binding on Residents and their guests.

1.8 Only the Board, the Declarant and their authorized contractors and agents have the authority to change, maintain or repair any of the Common Elements of the Residential Condominium, except as set forth in the Declaration (under which the Hotel owner has special responsibilities and rights with respect to maintaining the exterior of the Condominium building).

1.9 No Resident may interfere with or change any of the common heating, cooling, ventilation, lighting, plumbing, electrical, irrigation or similar facilities or the landscape plants and elements in the Common Elements.

1.10 Residents must comply with signs regulating the parking areas, drives, and entranceways of the Condominium.

1.11 Solicitors and solicitations are prohibited without the approval of the Board.

1.12 Neither the Master Association, the Sub-Association, the Declarant, the Board nor the Manager have any liability or responsibility for any personal property of a Resident or guest placed or kept on any portion of the Master Condominium and the Residential Sub-Condominium.

1.13 The placing of boots, mats, umbrellas, boxes, bicycles, equipment or any other property or objects on the floor or in the corridor outside of the Units, in the Lobby, or any other Common Element is prohibited.

**1.14 NO SMOKING IS PERMITTED IN ANY OF THE CORRIDORS, ELEVATORS, STAIRWAYS, LOBBY, PARKING LOT/GARAGE OR OTHER INTERIOR COMMON ELEMENTS OF THE CONDOMINIUM.**

1.15 Residents shall maintain their Units in a clean, neat, safe and sanitary condition.

1.16 Nothing shall be hung or displayed on or from the windows or the exterior walls or any Common Element. No awnings, canopies, or shutters shall be affixed or placed upon the windows, exterior walls or roof or any Common Element. No screen, antenna, sign, banner or other device or item, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or

attached to the building or any part of the Condominium. No addition or change of any exterior light or other exterior hardware shall be made, and no painting, attaching of decals or stickers, or other decoration shall be done on any exterior surface of the building or any part of the Condominium. No clothes, sheets, blankets, rugs or other articles may be hung out of the windows of any Unit or placed in or upon any Common Element or Common Element.

1.17 Plumbing fixtures shall not be used for any purpose other than the common household functions for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, cat litter, debris, or other substances shall be deposited therein. The cost to remedy any damage to plumbing systems resulting from such misuse shall be paid by the Unit Owner that caused it.

1.18 No Resident or guest may enter upon the roof of the building or place or store anything on the roof (except for maintenance, repair, and replacement of HVAC and other equipment on the roof as specifically permitted in the Declaration). The roof access door shall be locked, and key access will be limited to the Manager and the Hotel Unit Owner.

1.19 The windows of each Unit have been fitted with opening limiter devices to help keep occupants safe from falling. Residents are urged not to remove these limiter devices, and if they do so, it is entirely at their own risk. New Residents are urged to inspect each window to ensure that the limiter devices are installed and secure, and to contact a competent window contractor if there is any doubt as to their security.

## **ARTICLE II INSURANCE**

2.1 The Sub-Association will carry (or will ensure that the Master Association has provided) fire and property damage insurance in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Elements and the Units (exclusive of improvements and betterments installed in the Units after the first sale of the Unit, and exclusive of personal property and other contents therein), and the share of the premiums allocable to the Residential Sub-Condominium will be paid by the Sub-Association with each Owner paying his or her share as part of the assessment for Common Expenses. Certificates of insurance for the benefit of a Resident and/or the holder of a mortgage on a Unit may be obtained from the Sub-Association or its insurance agent. The foregoing is merely of a summary of the more detailed provisions regarding insurance – please refer to the Declarations for more details.

2.2 Each Unit Owner shall be individually and solely responsible for maintaining (a) liability insurance with respect to its Unit, providing coverage in amounts of not less than a combined single limit of \$1,000,000, or such other amounts as the Executive Board may from time to time reasonably require, and (b) casualty insurance

insuring the improvements and betterments in the Unit not covered by insurance maintained by the Master Association or the Sub-Association, and insuring the contents thereof and any personal property therein, such coverage to be in an amount sufficient to prevent the Unit Owner from becoming a co-insurer under such policy. Each Unit Owner shall obtain and keep in force a customary condominium unit owner's insurance policy, and upon request will furnish the Sub-Association evidence that such coverage is in force. The Sub-Association shall have no insurance responsibility with respect to any Unit or the contents thereof except as expressly provided herein

### **ARTICLE III SALE OR LEASING OF UNITS**

3.1 Except for the rights of the Declarant, no FOR SALE, FOR RENT, or any other signs, posters, or notices whatsoever may be placed anywhere within the Master Condominium or the Residential Sub-Condominium (unless the Board establishes a bulletin board or similar area for notices for Residents).

3.2 In connection with the listing, sale or leasing of a Unit, a Resident may obtain a certificate of insurance with respect to the Sub-Association's property and casualty insurance that covers the Common Elements and the Unit may through the Manager. Upon request, the Manager will provide the statement and information required to be supplied to a buyer by Section 1604-108 of the Maine Condominium Act upon payment of the administrative fee established by the Manager.

3.3 The owner of a Unit may lease his or her entire Unit, subject to the following:

(a) No Unit may be leased without a written lease. The Manager must be furnished with a copy of the signed lease, and any subsequent amendment, within ten (10) days after it is signed.

(b) Leases must be for an initial term of at least six (6) months to no more than three (3) adult occupants unless (i) the Unit is being leased to someone who has signed a bona fide purchase and sale agreement to buy the Unit within a shorter time frame. No sub-leasing is allowed. The intent of these leasing provisions is to ensure that non-owner Residents will occupy a Unit for at least six (6) months to avoid an excessively transient residential community, and these provisions shall be interpreted and enforced to implement that intent.

(c) A Resident who leases his or her Unit must, upon signing the lease, make a \$1,000.00 security deposit to the Sub-Association which shall be applied towards the cost of any damages to the Common Elements resulting from the actions or negligence of the Tenant(s) or their guests. If the cost of damages exceeds the balance of the security deposit held by the Sub-Association, the Resident shall be responsible for paying the difference. Upon the expiration of the lease, and after all costs of damage

have been paid, if any, the balance of the security deposit shall be returned to the Resident.

(d) Tenants are required to comply with restrictions contained in the Declaration and the Sub-Declaration and all rules and regulations adopted by the Board, including the Rules in this handbook. The Unit Owner must give a current copy of this Handbook to tenants to ensure they are familiar with all rules and regulations affecting the Condominium.

(e) Tenants generally have the same right to use the Common Elements of the Condominium as Unit Owners. However, tenants are not members of the Sub-Association and do not have the right to vote or to receive notice of meetings of the Sub-Association, unless the Unit Owner gives them a written proxy to do so in compliance with the By-Laws of the Sub-Association. A lease, by itself, does not qualify as a proxy.

(f) Residents (including tenants) are responsible for any violations of the Declarations or the Rules committed by the Resident, or his or her family members, guests and agents. The Unit Owner of a Unit shall be jointly and severally responsible for violations committed by his or her tenants and their guests.

#### **ARTICLE IV CONTACT INFORMATION FOR RESIDENTS; KEYS**

4.1 Unit Owners who do not reside in their Units, or who expect to be away for a substantial period of time (more than two (2) weeks) should provide the Manager with contact information, including the address and phone number(s) at which they can be contacted if the need arises.

4.2 Each Resident must give the Manager his or her telephone number at the Unit (whether listed or unlisted), the Resident's phone number at work and the name, address and telephone number of at least one relative or other person to contact in case of emergency.

4.3 A copy of the key for each Unit will be provided to the Manager by the Declarant. In the event that a Resident changes the locks on their Unit, or adds an additional lock to their Unit, a new key or set of keys must be provided to the Manager by the Resident.

#### **ARTICLE V MOVING IN OR OUT**

5.1 Residents planning to sell, buy, or lease a Unit should notify the Manager so he or she can provide a moving permit, elevator lock-out key and elevator mats. This is required for both outgoing and incoming Residents.

5.2 The Resident is responsible for payment of costs to repair damages to carpeting, doors, elevators, walls and other Common Elements, which costs may be assessed as a Special Assessment against the Unit with respect to which the move-in or move-out takes place.

5.3 The Resident must furnish the name, address and telephone number of any moving company and sign the permit acknowledging receipt of instructions, the elevator lock-out key and protective elevator mats.

5.4 Any Resident moving in or moving out (except for the first move-in following the sale of the Unit by the Declarant) shall pay a fee in the amount of Two Hundred and Fifty Dollars (\$250.00), which shall be non-refundable, and shall cover the estimated expenses of the Sub-Association such as wear and tear on the Common Elements, additional costs of trash removal, administrative expenses and the like. Such fee shall apply to both a Resident moving in and a Resident moving out (except for the first Resident moving in after the sale of the Unit by the Declarant).

5.5 In addition to the fee set forth above, a security deposit of Two Hundred Fifty Dollars (\$250.00) is required by any Resident moving in or out to cover any damage caused by moving. This deposit must be paid to the Manager before the moving permit is issued. The deposit will be refunded if there are no damages, or applied to the repair of damages, in which case any remaining security deposit will be refunded. If the cost of such damages exceeds the deposit, the Resident shall be liable for the additional costs.

5.6 The moving Resident must remove all temporary floor coverings, empty packaging boxes and other debris resulting from the move, and break down boxes and place them in the trash or recycling receptacles provided for Residents. No trash or debris shall be kept or placed, temporarily or otherwise, in the corridors, stairwells, Lobby or other Common Elements.

5.7 The moving Resident will be provided instructions for elevator usage during moving events, including instructions regarding the maximum loading capacity of the elevator. The Resident will acknowledge the instructions in writing. It is possible that certain furnishings may not fit in the elevator, or may exceed the weight capacity of the elevator.

## **ARTICLE VI INDIVIDUAL HVAC UNITS**

6.1 Each Unit is heated, ventilated and cooled by means of an individually controlled HVAC unit owned by each Unit Owner and located on the roof of the building. Because a major temperature differential between two units and/or wide



swings in temperature within a Unit can cause discomfort to other Units and potentially damage building structures, Residents are required to maintain their thermostats at a temperature within the range of 60 degrees Fahrenheit and 80 degrees Fahrenheit. Temperature alarms will activate if the temperature within the unit falls below 58 degrees Fahrenheit or exceeds 82 degrees Fahrenheit.

6.2 The Sub-Association shall solicit bids and select an HVAC service contractor for routine maintenance and filter change for the roof-top HVAC units of all the Unit Owners in order to obtain favorable pricing and to minimize the potential for damage to the HVAC units, the roof, etc. Participation in this maintenance program is mandatory and the cost will be divided equally among the twelve (12) Units and assessed as a Special Assessment to each Unit Owner.

## **ARTICLE VII DECORATIONS OUTSIDE (OR VISIBLE FROM OUTSIDE) UNITS**

7.1 Reasonable holiday or seasonal decorations may be hung only on the corridor-side of the entrance door to your Unit. Residents are not permitted to place any decorations or other items on the outside of their windows or exterior walls, or on the walls of the corridor, in the Lobby or elsewhere in the Common Elements. **No decorative lighting, candles, lighted displays of any sort, signs, posters, decals, flags or any similar decorative items may be placed or displayed in the windows of the Units or the windows or glass entryways of any Common Elements.** Because maintaining the exterior aesthetics of the Condominium is of critical importance to the operation of the hotel, the Hotel Owner shall have the right to enforce this section 7.1 by seeking injunctive relief or other available remedy in any court of competent jurisdiction and to recover attorneys' fees and costs.

7.2 The Board may authorize holiday or seasonal decorations in the residential lobby. Residents are not permitted to place decorations or other items in these area(s).

## **ARTICLE VIII ALTERATIONS WITHIN YOUR UNIT**

8.1 Most changes, alterations or improvements that you may want to make in your Unit, including alteration or replacement of floor coverings, appliances, electrical systems, ductwork, plumbing and partition walls, require the prior written approval of the Board. Certain work does not require approval of the Board or a construction permit, such as repainting and other cosmetic changes. If there is any question about whether a construction permit from the Sub-Association is required, you should contact the Manager. The Sub-Association requirement of a permit does not replace any approvals or permits that may be required by governmental authorities.

8.2 All work performed on Units, whether requiring approval of the Board or not, shall be performed by properly licensed and insured contractors. All contractors performing work shall carry liability and property damage insurance with minimum limits of \$500,000.00, as well as workers' compensation insurance. Certificates of insurance must be filed with the Board before the work starts.

8.3 Construction approval shall be obtained from the Board before work is begun. The application shall state the nature of the work and, where applicable, the plans and specifications relating to the work, including a description of the materials to be used and incorporated into the work, the name and contact information for the contractor(s) that will perform the work, and the insurance certificates required by Section 8.2 above. No work may be done that affects Common Elements of the Condominium, including any common electrical, plumbing or other facilities, or that would in any way affect any structural component of the Condominium without the express prior written approval of the Board, and such work (if permitted) shall be done only by a contractor expressly approved in writing by the Board. The Board may in its sole discretion require the Unit Owner to obtain, at the Unit Owner's cost, certification from a licensed professional architect/engineer that alterations will not adversely affect Common Elements or structural components of the Condominium.

8.4 In addition to obtaining a construction approval from the Board (where required), no work shall take place unless the Resident has obtained from the local municipality or other governmental agency having jurisdiction, all necessary permits and approvals permitting such work to take place. Copies of such permits shall be provided to the Manager before work begins.

8.5 Residents and contractors must become familiar with the location of existing wiring, water and sewer lines and air ducts before doing any work that may affect these facilities.

8.6 No radio, television or other type of antenna or reception device or any other fixture, furnishing or other item shall be installed on the outside of the building or otherwise on the common facilities unless approved by the Board.

8.7 If a resident wants to replace carpeted floor surfaces with any other flooring material including, but not limited to, tile, stone, vinyl, or wood; an acoustical underlayment material must be applied in a manner approved by the Board before the new floor covering is installed. Such acoustical underlayment must provide a minimum Impact Isolation Class (IIC) rating increase of 18, over and above the IIC rating that exists for the concrete floor assembly and the ceiling beneath the concrete floor.

8.8 Only a licensed plumber shall be permitted to disconnect plumbing within any Unit, even for such purposes as replacing dishwashers or other water-using appliances, and even where a construction permit from the Board may not otherwise be required.

8.9 Certain features, components, and systems have been installed by the Declarant to minimize the potential for undesirable impacts on the Unit, other Units or the Hotel Unit below. The following have been installed and must be maintained in good working order by the Unit Owner:

- (a) Leak detection device in the utility laundry area..
- (b) Vibration isolating pads beneath laundry equipment.
- (c) Low/high temperature sensor.

No Resident shall alter, disable or replace the above-listed devices and systems. Any alteration that would require replacement of any of the above must be approved by the Board. Any alterations that would tend to increase noise or vibration in the Hotel Unit below are subject to the approval of the Hotel Owner. Because the foregoing features, components, and systems are of critical importance to the operation of the hotel, the Hotel Owner shall have the right to enforce this section 8.9 by seeking injunctive relief or other available remedy in any court of competent jurisdiction and to recover attorneys' fees and costs.

8.10 Notwithstanding the requirements set forth herein regarding the insurance required of contractors, Unit Owner are responsible and liable to the Sub-Association for any damages resulting from alterations or changes to the improvements or facilities within their Units, and the cost incurred by the Sub-Association in correcting such damage may be assessed as a Special Assessment against the responsible Unit.

## **ARTICLE IX FIRE AND SAFETY REGULATIONS**

9.1 All stairwells are constructed to act as fire towers and to contain fire for a specified period of time when all doors and windows are closed.

9.2 It is a violation of fire codes to prop open any of the exterior or interior fire doors or to open any of the windows at any level within the fire towers.

9.3 Smoking is prohibited in all Common Elements.

9.4 Storage of fireworks, explosives and flammable fluid, including propane or other liquid petroleum gases and hazardous paints, thinners and oils which would be in violation of Maine State Fire Code is prohibited. Wood or coal stoves, charcoal grills, and portable gas grills are prohibited/.

9.5 If a Resident will be away for more than two (2) weeks, it is recommended that that all water valves within the Unit are shut off.

9.6 If a Resident has a pest problem of any kind they should contact a pest control contractor at their own expense and notify the Manager.

9.7 There are smoke detectors and carbon monoxide detectors in the Units and the interior Common Elements. Activation of any one of these will result in activation of the alarm system.

9.8 Fire alarm "pull" stations are located in various locations to permit fire system activation.

9.9 All rooms and hallways of Units and interior Common Elements are protected by fire sprinkler heads, mounted in the ceiling. In the event of activation of a sprinkler head by heat or by accidental breakage, the system is designed to spray a continuous stream of water under high pressure to contain a fire and summon the fire department.

9.10 Residents should not hang anything from, cover, or otherwise tamper with any fire protection devices.

9.11 In the event of discharge of water from an open sprinkler head, the adjacent Units and those on the floor levels below should be inspected for possible water damage and the Resident notified. The Manager must be notified and in the absence of a Resident will arrange to enter the Unit to inspect for damage.

## **ARTICLE X REGISTRATION AND CONTROL OF PETS**

10.1 Residents that wish to keep a pet or pets must complete a Pet Application Form (available from the Manager), and if the pet is a dog or cat a current photograph must be attached. The Manager will present a copy of the applicable pet rules and regulations to the Resident for review and signature.

10.2 No livestock, fowl, poultry or animals may be raised, bred, kept or allowed in any Unit or the Common Elements, except for pets that are expressly allowed under this Article X.

10.3 Residents may have the following types and numbers of domesticated animals as pets:

(a) Dogs: two (2) dogs with maximum weight of thirty-five (35) pounds each, or one (1) dog of more than thirty-five (35) pounds. *If a Resident has one (1) cat, then the limit is one (1) dog; if a Resident has two (2) cats, then the Resident may not have a dog.*

(b) Cats: two (2). *If a Resident has one (1) dog, then the limit is one (1) cat; if a Resident has two (2) dogs, then the Resident may not have a cat.*

- (c) Birds: two (2).
- (d) Small caged animals (limited to guinea pigs, gerbils, ferrets, mice, and rats): two (2).
- (e) Fish and other aquarium species: one aquarium of not more than twenty-gallon capacity.

No other animals or pets are permitted.

10.4 Pets shall not be kept, bred, or used for any commercial purpose. All cats, dogs and ferrets must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.

10.5 Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered in Common Elements. Pets must not be left unattended in the hallways, lobby area, or any other part of the Master Condominium or the Residential Sub-Condominium. Pets in transit are to be carried, restrained by a leash no longer than five feet in length, or placed in an animal carrier.

10.6 Pets shall be exercised and "walked" (e.g., allowed to urinate or defecate) only off the premises of the Master Condominium or the Residential Sub-Condominium – in other words, in the public streets, parks or other areas off the Condominium premises specifically designated for such use. In particular, pets shall not be allowed to urinate on grassed or landscaped areas on or adjacent to the Master Condominium or the Residential Sub-Condominium grounds, as this damages the landscaping.

10.7 Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet dropping in the following designated areas: (a) proper receptacles not on the premises of Master Condominium or the Residential Sub-Condominium or (b) if securely double-bagged, in designated trash receptacles in the Trash Room. Cat litter may not be disposed of in toilets.

10.8 Unit Owners are responsible for any damage caused by their pets or those of their tenants or guests. Any damage caused by the use of cleaning chemicals by pet owners or caregivers in an attempt to remedy such damage is also the full responsibility of the Unit Owner.

10.9 No pet shall be allowed to become a nuisance or to create any unreasonable noise, odor or other disturbance. Examples of pet behavior that constitutes a nuisance for the purposes of this paragraph are as follows:

- (a) Pets whose unruly behavior that causes personal injury or property damage.

(b) Pets whose barking, whining or other noise that can be heard from within any Unit or within any part of the Hotel Unit.

(c) Pets in Common Elements that are not under the complete physical control of a responsible person and on a hand-held leash not more than five feet in length or in a pet carrier.

(d) Pets that defecate or urinate upon or otherwise spoil the floors or walls of a Common Element , another Unit, the Restaurant Unit or the Hotel Unit.

(e) Pets that create odors that can be detected in Common Elements or in another Unit.

(f) Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.

(g) Pets that are conspicuously unclean or are infested with parasites.

10.10 Pet owners will be responsible for the cost of all damage from pets, including damage to carpeting in hallways, elevators or foyers, and to all trees and shrubbery, and will be billed for costs of such cleaning or replacement that may be required.

10.11 Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their Unit.

10.12 Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as the pets of Residents. No pet(s) of guests may stay in a Unit for more than 14 days (consecutive or non-consecutive) in any one year period without prior written permission of the Manager.

10.13 Residents shall be responsible for and shall indemnify the Sub-Association, the other Unit Owners, the Hotel Unit Owner, the Restaurant Unit Owner, and the Declarant and hold them each harmless against loss or liability of any kind caused by their pets or arising out of the presence of their pets in or about the Master Condominium or the Residential Sub-Condominium.

10.14 The foregoing pet provisions shall be enforced as follows:

(a) Any Resident or personnel of the Manager or Sub-Association observing or otherwise becoming aware of an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Manager, who shall deliver it to the Board, who shall provide written notice of the violation to the Resident responsible for the pet. If so requested in the complaint, the identity of the complaining person shall remain confidential.

(b) If after two similar violations a problem is still unresolved, the Board shall arrange a hearing. The Board may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to persons or property. The Board may also institute fines as set forth in Article XIV.

(c) If the owner of the Hotel Unit ("Hotel Owner") brings a complaint and in its sole discretion determines that the Board has failed to enforce these pet provisions, then the Hotel Owner may in writing direct the Board to take appropriate enforcement action, which may include in the sole discretion of the Hotel Owner, requiring permanent removal of the offending pet, and the Hotel Owner may seek any legal remedy in a court of competent jurisdiction, including but not limited to injunctive relief, and to recover from the responsible Resident attorneys' fees and costs in obtaining such remedy.

## **ARTICLE XI NOISE REGULATIONS**

11.1 Because the Units share common walls with other residential Units, and because guest rooms in the Hotel Unit are located directly below, the control of noise and vibration is a major concern.

11.2 Any noise or vibration from a Unit that can be detected by human hearing within another Unit or within the Hotel Unit shall be deemed to be a "Noise Violation", and it shall be the responsibility of the Unit Owner causing the Noise Violation to promptly abate the Noise Violation.

11.3 Televisions, audio equipment and the like should be set to a minimum level that will not disturb others between the hours of 10:00 p.m. and 8:00 a.m. Persons with hearing difficulty should utilize headphones or other hearing aids if necessary to avoid unreasonable sound levels from audio sources.

11.4 The construction methods and materials of walls, floors, flooring, doors, etc. and the selection of appliances and fixtures have been selected to minimize noise and vibration transmission, in accordance with all applicable codes, between Units and to the Hotel Unit. Certain provisions of Article VIII regarding alterations to Units are to ensure that these sound-mitigating measures remain in place permanently.

11.5 Because the abatement of Noise Violations and the permanent preservation of sound-mitigating measures are of critical importance to the operation of the hotel, the Hotel Owner shall have the right to enforce this Article XI by seeking injunctive relief or other available remedy in any court of competent jurisdiction and to recover attorneys' fees and costs.

## **ARTICLE XII TRASH AND RECYCLING**

12.1 Normal household trash and garbage shall be placed in secure plastic trash bags. Trash disposal containers are located in the Trash Room (accessed from the exterior of the residential first floor lobby). Any bulk items, boxes, etc., must be disposed of in the trash receptacles provided in the "Service Area" of the Condominium (located at the rear of the hotel/restaurant).

12.2 Residents disposing of larger bulk items, such as TV sets, chairs, mattresses or springs, must arrange to have them removed and disposed of by a contractor at the Resident's expense.

12.3 Put medical waste in double plastic bags sealed to prevent leakage.

12.4 Flatten cardboard containers before placing in the designated area in the Service Area of the Condominium.

12.5 The Board shall establish rules and may provide special containers and procedures for recycling of refuse. These rules will be posted in the Trash Room and/or the Service Area and may change from time to time with availability, pricing, technological developments, etc.

## **ARTICLE XIII VEHICLE PARKING**

13.1 Each Resident will have assigned parking rights on property adjacent to the condominium as set forth in the Unit deed, and no Resident shall park in any space or area other than that which has been so designated or in an manner which interferes with or impedes access to any part of the Condominium premises. These parking rights may be subject to additional rules and regulations established by the Board which will be separately provided to Residents.

13.2 All motor vehicles that are kept or operated by Residents on the Condominium property must be registered with the Board.

13.3 No unlicensed, unregistered or inoperable motor vehicle may be kept on or about the Condominium, and no commercial vehicles, recreational vehicles, campers, trailers, boats or boat trailers shall be kept, stored or parked on or about any of the parking spaces in the Condominium.

13.4 Oversized vehicles (except delivery vehicles parked temporarily) may not be parked in the parking spaces. An oversized vehicle generally includes any vehicle that is longer than 17 feet 2 inches, wider than 6 feet 6 inches or higher than clearance in the access ways to the parking area permits.



## **ARTICLE XIV PENALTIES; ENFORCEMENT**

14.1 These Rules may be enforced in any manner permitted by the Sub-Declaration or as set forth in these Rules. Unit Owners shall be responsible for violations by their guests, invitees, and tenants and shall be jointly and severally liable for any penalties, damages, or other amounts owing under these Rules or under the Master Declaration or the Sub-Declaration.

14.2 Any Resident who causes, or whose guests cause, any damage to any of the Common Elements of the Condominium is responsible for the costs of repairing such damage. The Sub-Association may recover such costs in any manner permitted by law, together with interest on such costs at the rate of the lower of (a) eighteen percent (18%) per annum and (b) the maximum rate permitted under applicable law until paid in full. In addition, such costs, with interest, may be assessed as a Special Assessment by the Board against the Unit occupied by the Residents causing such damages.

14.3 Except for damages to the Common Elements, other Units, or the Hotel Unit, any violation of these rules shall be subject to the following:

(a) The Resident shall be given written notice of violation by the Board (a "Violation Notice").

(b) If the Resident fails to cure such violation or discontinue the conduct constituting such violation within five (5) days after such Violation Notice, such Resident shall be liable to pay a fine in the amount of Twenty-Five Dollars (\$25.00).

(c) If the violation continues and/or is not cured within fourteen (14) days after written notice of the violation was given, such Resident shall be liable for a fine in the amount of One Hundred Dollars (\$100.00) per day for each day thereafter that the violation remains uncured or unabated, as the case may be.

The preceding is without prejudice to, and does not waive, any other rights or remedies of the Sub-Association. The Board shall have the right to seek or obtain injunctive or other legal relief to prevent a violation or continued violation of these Rules, or of any provision of the Declarations, and to recover attorneys' fees and costs.