

# Condominium Association

## Rules & Regulations

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Revised August 2018

### **Mission Statement**

To maintain, preserve, and enhance the quality of life at The 903 Condominium Association

Dear Resident:

Condominium living can be enjoyable and rewarding if one understands and accepts the camaraderie of cooperation, compliance, and compatibility. To achieve these goals and to help assure the safety, serenity and your pleasure, certain rules and regulations must become part of our community.

Most of our Rules and Regulations are similar to those we live by each day to comply with reasonable standards of cleanliness, safety, and fire prevention. A number of them are for the purpose of protecting each owner's investment and of course to comply with all city, state, and federal statutes. None of the Rules/ Regulations are without reason and all are for the benefit of the community at large.

All unit owners shall be subject, as agreed at closing, to abide by Association Condominium Documents, Bylaws, future amendments and Rules and Regulation.

We hope that our Rules and Regulations will contribute to the harmonious and congenial operation of our community.

Sincerely,

The 903 Condominium Owners Executive Board

# Table of Contents

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Introduction	Page 1
Article I: General Rules and Regulations	Page 1
Article II: Moving In or Out	Page 2
Article III: Contact Information for Residents	Page 3
Article IV: Common Areas	Page 3
Article V: Clubhouse	Page 4
Article VI: Fitness Center	Page 4
Article VII: Swimming Pool	Page 4
Article VIII: Vehicle Registration, Parking and Traffic Control	Page 5
Article IX: Sale or Leasing of Residences	Page 6
Article X: Trash	Page 8
Article XI: Patios and Balconies	Page 8
Article XII: Registration and Control of Pets	Page 9
Article XIII: Decorations Outside (or Visible from Outside) Residences	Page 10
Article XIV: Alterations Within Your Residence	Page 11
Article XV: Home Maintenance	Page 12
Article XVI: Late Fees; Penalties; Enforcement	Page 12

# Introduction

These are the Rules and Regulations ("Rules") of The 903 Condominium Association (Association), that have been adopted by the 903 Condominium Association (Association) for the benefit of all Owners and Residents of the Condominium.

The Executive Board has the authority to change, alter or supplement these Rules & Regulations at any time in the future. These Rules & Regulation are in addition to any other rules or policies that may be posted in the clubhouse or other common areas from time to time.

The Executive Board has retained the services of CPManagement to assist in the management of the Condominium. CPManagement or any other manager retained by the Executive Board is referred to in these Rules and Regulations as the "Manager". The Manager has been given authority to administer and enforce these Rules & Regulations and to perform other administrative functions on behalf of the Executive Board.

Violations of these Rules & Regulations may subject Residents to fines or other enforcement as per the policies set forth by The 903 Condominium Association and The Rhode Island General Laws governing condominiums.

The term "resident" refers to the Owner of a home in the Condominium (a "Residence") or any tenant or other person residing in a Residence, other than the Declarant.

The Declarant, its agents, employees, contractors and subcontractors, are exempt from these Rules in their performance of all functions and activities in connection with the development, construction, marketing, sale and leasing of the Condominium and the Residences.

## Article I

### General Rules and Regulations

You will not do or permit to be done anything in or about your home which compromises the rights, comfort, safety, security, or convenience of other residents and the community.

**1.1** Residents (and, where permitted, their guests) have the right to use various common areas and facilities, such as sidewalks, paths, drives, hallways, corridors, vestibules, as well as the clubhouse, pool, media center, and gym. Residents may not interfere with the use of these facilities by others.

**1.2** Residents are encouraged to see that their guests are aware of these Rules and will be held responsible for their guests' conduct. Please familiarize yourself and all occupants of your home and guests with our policies.

**1.3** Unless otherwise permitted by these Rules or otherwise designated by the Executive Board, common areas may not be used by Residents to store furniture or any other property.

**1.4** The Executive Board may post rules or policies regarding the use of specific facilities such as the clubhouse and/or the pool. All posted rules and policies are binding on Residents and their guests.

**1.5** Residents and their guests are expected to conduct themselves in a manner that will not disturb other Residents.

**1.6** Only the Executive Board, the Declarant and their authorized contractors and agents have the authority to change, maintain or repair any of the common elements of the condominium, in accordance with the terms of the Declaration.

**1.7** No Resident may interfere with or change any of the common heating cooling, lighting plumbing, electrical or similar facilities in the buildings and common areas.

**1.8** Residents must comply with signs regulating the parking areas, drives, and entrance ways of the Condominium.

**1.9** Sidewalk sales, lemonade stands, yard sales, door-to-door sales, canvassing and solicitation are not permitted.

**1.10** Neither the Association, the Declarant, the Executive Board nor the Manager have any liability or responsibility for any personal property of a Resident placed or kept on any portion of the Condominium.

**1.11** The placing of boots, umbrellas, boxes, welcome mats or other objects in the common area corridor outside of the home is prohibited.

**1.12** SMOKING IS NOT PERMITTED IN ANY OF THE CORRIDORS, STAIRWAYS, STORAGE SPACES, PARKING GARAGES OR OTHER INTERIOR COMMON AREAS OF THE CONDOMINIUM.

**1.13** Disturbing noises are not permitted regardless of the hour, time of day or night. Televisions, radios, stereo systems, musical instruments, other equipment or pets that can cause a disturbance are to be kept to a sound that is not audible outside the home. Residents and guests must be considerate of the other residents' right to peace and quiet while entering or leaving the building, this includes car horns and car stereos.

**1.14** Residents are not permitted to place speakers or radios outside their premises or vehicles, nor may residents, occupants or guests cause a disturbance to other residents while inside or outside the leased premises. Boisterous, obscene or otherwise objectionable social gatherings, language or behaviors are not permitted by residents, occupants or guests. Consumption of alcoholic beverages outdoors or in motorized vehicles on 903 property is prohibited.

**1.15** Please pay special attention to noise levels between 10:00 pm to 8:00 am. Courtesy hours are 24 hours a day.

## **Article II**

### **Moving In or Out**

**2.1** Residents planning to sell buy or lease a residence should notify the Management Office to begin the orientation process.

**2.2** Resident is responsible for payment of all damages to carpeting, doors, walls, buildings, grounds and other common areas. The cost of repairing such damages may be assessed as a Special Assessment against the Resident with respect to a move-in or move-out.

**2.3** The resident must furnish the name, address, and telephone number of the moving company. Moving of any furniture or items to and from homes should be scheduled between the hours of ~~9am and 6pm~~ 8am and 8pm, so other residents are not disturbed. You must schedule your elevator time with the Concierge.

**2.4** The moving Resident must remove all temporary floor coverings, empty packaging boxes and other debris resulting from the move, collapse boxes and place in the proper trash receptacles. No trash or debris shall be kept or placed, temporarily or otherwise, in the hallways corridors, stairwells or other common areas, and shall be removed promptly and placed in trash receptacles provided for Residents of the Condominium. Cardboard shall be broken down and deposited in the container behind the parking garage.

## **Article III**

### **Contact Information For Residents**

**3.1** It is mandatory that each resident submit a Unit information Form to the Management Office. This form requests information such as the Resident's telephone numbers at home, work and cell (whether listed or unlisted) and the name, address, and telephone number(s) of at least one relative or other person to contact in case of emergency. Vehicle information is also required. Unit information Forms are available at the Management Office.

**3.2** Residences who expect to be away for a substantial period of time (more than two (2) weeks) must provide the Management Office with a Vacation Form which requests contact information, including the address and phone number(s) at which they can be contacted if the need arises. Vacation Forms are available at the Management Office.

**3.3** Owners leasing units must provide the Management Office with a copy of the lease including information as required on the Tenant Information Form available at the Management Office.

## **Article IV**

### **Common Areas**

**4.1** Residents are responsible, both legally and financially, if they or their guests cause damage, mutilation, or defacing to any part of the community property, which includes but is not limited to trees, shrubbery, buildings and any other property owned or managed by the Association.

**4.2** There is a posted 5 mph speed limit within the common area lots and roadways. Please obey stop signs. General rules of the road are to be observed by all motorists in the condominium complex.

**4.3** No Skate boards or motorized toys on common parking lots and roadways.

**4.4** Vehicles must not block access to fire hydrants.

**4.5** No yard or tag sales are allowed.

**4.6** No improper, offensive, or unlawful use shall be made of the property or any part thereof; all valid laws as regulations of all bodies having jurisdiction thereof shall be observed.

**4.7** Do not keep flammable, combustible, or explosive material in your home, balcony, or patio except such items as required for normal household use.

**4.8** It is strictly prohibited to hang, drape, or store anything on stairways, landings or other common areas. Management will dispose of items found in these areas. Resident will be subject to fines and charges for disposing of these items.

**4.9** Residents are to keep common areas free from trash and debris. Sidewalks, entrances, stairways and hallways are not to be obstructed or used for any other purpose than as passageways.

**4.10** Motorcycles or mopeds are not to be stored anywhere in or around the buildings. They are to be parked in designated parking spaces only in the parking garage.

**4.11** Moving vans, trucks or vehicles of any kind are not permitted on the lawn or sidewalk area.

## Article V

### Clubhouse

**5.1** The clubhouse is open daily from 6:00am to 10:00pm year-round. Please enjoy this extension of your home. The clubhouse is available for private functions by reservation through the concierge's desk. Pets are not permitted in the clubhouse.

## Article VI

### Fitness Center

**6.1** Residents are advised to consult a physician prior to engaging in any fitness routine or using the equipment in the fitness center. Only residents and guests aged 18 years and older are permitted to use the fitness center. Children 16 to 18 years of age may use the equipment only with the supervision of an adult. Children under 16 years may not use any of the equipment under any circumstances. There is 1 guest allowed per household, and the guest must be accompanied by a resident. The fitness center is open 24-hours per day and is accessible with your key fob. Please help us keep the fitness center clean by picking up trash and wiping down equipment after use.

**6.2** Please report broken or damaged equipment to the Management Office immediately.

**6.3** Resident assumes full responsibility for themselves and their guests when using the equipment and understands that the Association is not liable for any injuries or mishaps that may result either directly or indirectly from using the equipment or the facility.

**6.4** Use of the Fitness Center is at the discretion of the Association or Building Owner. Should proper conduct not be followed, your privileges may be revoked as well as subject to all fines as set forth by Article XVI The 903 Condominium Association Rules and Regulations.

**6.5** Proper work out attire is required when using the Fitness Center. I.e. shorts or sweat pants, shirts, sneakers.

## Article VII

### Swimming Pool

The following Pool Rules are for the benefit of all residents of The 903 Condominium Association. Please read them carefully. Your compliance with them will be an important factor in assuring the safe and happy enjoyment of the pool by you as well as other pool members.

**7.1** The pool will open from Memorial Day Weekend through Labor Day Weekend. Pool Hours are 9:00 am - 10:00 pm Monday - Sunday. The association retains the right to regulate hours and days of operation at its discretion. The pool may be closed at any time due to maintenance, repairs or inclement weather without prior notice.

**7.2** There is a limit of 2 guests per household and a resident must accompany and remain with their guests at all times. **Management reserves the right to have guests must bring a picture ID and must sign in with the concierge.** Residents or guests under the age of 16 must be accompanied by an adult resident 18 years of age or older. Residents are responsible for their guest's actions.

- 7.3** No alcoholic beverages or smoking is permitted inside the pool area.
- 7.4** No floats, toys, beach balls, swim fins, etc., will be allowed in the pool. Those who require them may wear approved swimming aids. Any items left over-night or unattended may be discarded.
- 7.5** Residents and guests must be fully clothed when in route to or from the pool (shirt, shorts, bathing suit cover-ups, shoes).
- 7.6** NO LIFE GUARD ON DUTY. SWIM AT YOUR OWN RISK. Please be sure to exercise caution and safety at all times.
- 7.7** Running, splashing, diving, loud boisterous behavior, inappropriate language or any other inappropriate behavior is not permitted. Radios must be kept at a reasonable volume as to not disturb other pool members. Please be considerate of others.
- 7.8** Children in diapers are not permitted in the pool. Appropriate swim pants such as Swimmers and the like must be worn. Children in diapers must be changed in the changing areas located in both restrooms.
- 7.9** Bathing suits are required in the pool. NO INAPPROPRIATE CLOTHING. THONGS OR CUT-OFFS ARE NOT PERMITTED. Please act and dress accordingly.
- 7.10** No pets (other than registered service animals) are permitted in the pool area.
- 7.11** Eating is permitted on tables only. Tables are for eating and/or card playing or games. NON ALCOHOLIC beverages may be brought to the pool only in unbreakable containers. **No glass allowed.**
- 7.12** Persons suffering from any communicable disease shall not enter the pool.
- 7.13** Due to insurance regulations, the clubhouse and kitchen area is off limits to pool patrons.
- 7.14** Pool parties are not permitted.
- 7.15** No portable grills allowed.
- 7.16** Use of the pool privileges is at the discretion of the Association or Building Owner. Should proper conduct not be followed, your privileges may be revoked. No one is allowed in or around the pool before or after the hours of operation. Violators will be considered trespassers and will be subject to all fines as set forth by The 903 Condominium Association Rules and Regulations as well as prosecution.
- 7.17** All State Board of Health Regulations will be considered a part of the Pool Rules. Please be advised any and all residents/guests found in violation of the above will be subject to the fine schedule of the 903 Condominium Association as well as the Rhode Island Condominium Act Page 661, 34-36.1.3.20 (b).
- 7.18** Due to safety concerns, persons six (6) years or younger are not permitted in the spa.

## **Article VIII**

### **Vehicle Registration, Parking, and Traffic Control**

**8.1** The Association reserves the right to amend its parking policy as the need may arise.

**8.2** Use of the parking garage will be for assigned resident, staff, and visitor parking only unless authorized by the Property Manager.

**8.3** All parking is at the owner's risk.

**8.4** The following vehicles will be towed at the vehicle owner's expense:

- Vehicles without a 903 issued parking sticker coinciding with the designated assigned spacing. (Once issued)
- Improperly parked vehicles including motorcycles, those taking up more than one space, those parked in a fire lane or those not parked in designated parking spot.
- Abandoned vehicles.
- Vehicles being "worked on." The repairing of vehicles beyond a minor adjustment to start the car or changing a flat tire is prohibited on the property.
- Unregistered vehicles (Expired plates).

**8.5** Please do not park in front of doors in the parking garage. This space is to provide access to loading or unloading and handicap discharge or pickup.

**8.6** Visitor's Parking is located on the fifth (5th) floor of the parking garage. Visitor parking tags (if applicable) may be obtained from the Concierge Desk on a first come first serve basis. If you have any questions of the visitor parking location, please contact the Concierge Desk.

**8.7** No resident shall leave boats, trailers, recreational vehicles or commercial vehicles in the parking lot without the express written consent of the Association.

**8.8** Washing vehicles on the property is not permitted.

**8.9** Mini-bikes, go-carts, or other non-licensed motor vehicles are prohibited on the property except for The 903 Security Vehicle.

**8.10** All motor vehicles that are kept or operated by Residents on the Condominium property must be register with the Management Office.

**8.11** A limited number of guests and handicapped spaces are available, and their availability is not guaranteed.

**8.12** No unlicensed, unregistered, or inoperable motor vehicle may be kept on or about the Condominium , and no 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.

**8.13** 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 or wider than 6 feet 6 inches.

**8.14** Residents may not have (in total) more vehicles on the Condominium property than the number of parking spaces allocated to the Residence they occupy.



**8.15** Residents shall not use outdoor common parking spaces when there is a parking space allocated to their Residence that is not in use.

**8.16** Residents may not use parking spaces for any purpose other than the parking of a licensed, operational motor vehicle. This rule is intended to prevent use of the outdoor parking areas in preference to parking spaces in the garage in order to minimize parking shortages.

**8.17** The executive Board may designate specific portions of the outdoor parking area for visitors and/or for deliveries.

**8.18** A copy of The 903 Snow Removal Parking Policy will be distributed to all residents prior to the winter season.

## **Article IX**

### **Sale or Leasing of Residences**

**9.1 Selling a Unit:** A unit owner who desires to sell his or her unit **MUST** obtain:

- a) A Resale Certificate.
- b) A certificate of insurance with respect to the Association's master property and casualty insurance.
- c) Upon written request, the Management Office will provide the above statements and information required to a seller/buyer by section 34-36.1-4.09 of the Rhode Island Condominium Act upon payment of the fee established by the Association (\$150.00).

**9.2 Leasing a Unit:** The following Rules shall apply to all owners and tenant(s):

- a) Within seven (7) days of the date of execution of a lease by a Unit Owner, the Unit Owner must submit to the Association Management Office a copy of the lease, which must comply with the provisions of these articles.

**The written lease must provide:**

- 1) That any failure by the Tenant to comply with the Association's Declaration, Bylaws, Rules and Regulations or "house rules" shall constitute a default under the lease and
- 2) That the Executive Board of Directors may require the Unit Owner to bring summary proceedings to evict the Tenant. A completed Tenant information Form. Key fobs/wands providing access to the amenities of the Association and to the parking garage will not be issued to any tenants until a completed copy of the lease and tenant information form is provided to the Associations Management Office.

All Leases must be for a term no less than three (3) months not to exceed more than two (2) leases per year. The premises shall not be used for hotel or transient purposes.

- b) The Lease and any applicable Lease Addendum(s) must require the Tenant to abide by the Association's Declaration, Bylaws, Rules and Regulations and house rules. A copy of the Rules and Regulations must be attached to the Lease and incorporated therein. It is the responsibility of the Unit Owner to give a current copy of The 903 Rules & Regulations to the Tenant(s) to ensure they are familiar with the amenities and regulations of the community. A copy is available at the Management Office. In addition, the tenant's family, friends, invitees, agents etc. are also bound by the Association's Declaration, Bylaws, Rules and Regulations, and house rules. Tenants are required to comply with restrictions contained in the Declaration and all Rules and Regulations adopted by the Executive Board of Directors set forth herein. Unit Owners and Tenants are

responsible for any violations of the Declaration or the Rules and Regulations committed by the Tenant and or his or her family members, guest, agents etc.

- c) The Unit Owner must provide the Association with his or her off-site Address, phone number and email address for any period of time during which the Unit Owner does not occupy the Unit. The Unit Owner must update the Association of any changes in off site address or phone number within ten (10) days of any change.
  
- d) The Unit Owner shall be jointly and severally liable with the Tenant for any damage to the Common Areas of the Association, and any related costs, including actual attorney's fees incurred (whether or not a suit is actually commenced in court) caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, agents etc.
  - 1. Tenants generally have the same right to use the common areas, social, and recreational facilities of the condominium as do unit owners. However, tenants are not members of the Association and do not have the right to vote or to receive notice or attend meetings of the Association.
  - 2. The Tenant shall use the unit as a residential dwelling and shall not conduct on the premises any activity deemed by Unit Owner or Association Declaration, Bylaws, Rules & Regulations to be hazardous, a nuisance, or requiring an increase in fire or hazard insurance premiums.
  - 3. Tenants shall occupy the Unit in accordance with all applicable laws governing the occupancy policy.
  - 4. The Tenant shall defend, indemnify and hold harmless the Association from and against any claim, injury or damages, direct or indirect, including actual attorney's fees, incurred as a result of tenant's occupancy of the unit or from any non-compliance by Tenant with the provisions of the Association's Declaration, Bylaws, Rules and Regulations, or any other covenant of the Lease.
  
- e) If the Unit Owner fails to file a copy of the lease and or any applicable addendum with the Management Office within seven (7) days of the date of execution of the lease, the Association shall have the power to bring enforcement actions against the offending Unit Owner pursuant to its power to impose fines and penalties as per the Association's Declarations, Bylaws and Rules and Regulations.

## **Article X**

### **Trash**

**10.1** Ordinary household trash and recyclable items must be put into plastic bags, securely closed and disposed of in the Trash Compactor area. There are two trash rooms located on each floor of the building for bagged trash that will fit down the chute or bin.

**10.2** Recycling may be determined by the Executive Board at a later date and if so determined, will be disposed of in an appropriate marked container.

**10.3** Residents disposing of paper and cardboard (flatten boxes) may be placed inside the dumpster at the end of the garage on level one (1) located on Harris Avenue side of the building.

**10.4** Please put medical waste in double plastic bags sealed to prevent leakage.

**10.5** Trash cannot be stored on balconies or in common area hallways.

**10.6** If your item is too large for the dumpster, you may not discard it at The 903. You are responsible for discarding your bulk item elsewhere at your expense.

**10.7** Maintaining our hallway carpets are extremely important. All Residents must ensure they do not drag their trash bags on the floor or let the contents of any trash bag spill/leak onto the carpet. In the event that a Resident does so, they must report it to the management office immediately. Management will take all reasonable steps to remediate the stains, the cost for which shall be the responsibility of the Owner of the unit that caused the damage.

**A fine of \$50.00 per item (i.e. furniture, trash bags, boxes, etc.) will be charged to the resident. Trash must never be left outside your door or in any common area of the building or the property.**

## **Article XI**

### **Patios and Balconies**

**11.1** Residents are not permitted to resurface or change the surface of the floor of outdoor patios or balconies or to place any floor coverings (e.g., carpeting, astro turf, tiles, etc.) thereon without the prior approval of the Executive Board.

**11.2** No nails, screws or other fasteners may be affixed to or inserted into the exterior walls of the building for any purpose.

**11.3** Residents are not permitted to enclose a patio or balcony with walls, sides or screens, or to place awnings or roofs covering their balconies unless provided as part of the original construction.

**11.4** Flower planters are permitted if secured by brackets inside of the top railings.

**11.5** The following are prohibited on patios & balconies:

- a) Windssocks, chimes or other wind activated devices.
- b) Hanging baskets. Plants are allowed providing a tarp or a plastic material is placed under plants so excess water does not disturb the balcony below.
- c) Displays of any kind deemed inappropriate, offensive, immoral or otherwise of poor appearance by the Manager or by the Executive Board.
- d) Barbecue grills, open flame lamps or torches, and outdoor gas cooking;
- e) Outdoor seasonal decorations, such as lights, wreaths, banners, etc.
- f) Furniture and furnishings other than normal patio or seasonal chairs and tables, etc.
- g) Birdhouses and feeders.
- h) Storage of bicycles or other personal property.
- i) No linens, mops or laundry shall be hung from windows, doors balconies or any other part of the common area.

**11.6** Approval must be obtained by the Association prior to any installation of any antenna, aerial dish or satellite. These items are not permitted to be attached to any portion of the building interior, exterior or the balcony railing and such items may not extend beyond the balcony area designated to your home. Reception for these items should be checked by a service representative to ensure proper reception is available from your home. Most of these services are only obtainable from units facing Southbound.

## Article XII

### Registration and Control of Pets

**12.1** Domestic animals are limited to dogs (sprayed or neutered), domestic cats (spayed or neutered), birds, and aquarium life (50 gallon tank limit). No exotic pets will be allowed. A limit of 2 pets (with the exception of aquarium life) per living unit is the maximum number of pets allowed.

**12.2** Upon registration of any pet(s), the unit owner shall be charged an additional fee of **\$50.00 per month per dog, and an additional fee of \$35.00 per month per cat**, and a \$250.00 refundable security deposit upon the sale of the respective unit provided that no damage is caused by the unit owners pet(s) in common areas of the buildings and grounds.

- a) Lessees will be charged an additional fee of **\$50.00 and/or \$35.00 per month** and a \$250.00 refundable security deposit provided that no damage is caused by the Lessees' pet(s) in the unit or common areas of the buildings and ground.

**12.3** All pets must be registered with the Management Office. Upon registration, proof of current vaccinations, method of flea control and paperwork from the veterinarian must indicate current and anticipated adult weight and breed. Once implemented, all dogs will be issued a 903 Tag that must be placed on the dog's collar or on the leash to be visible at all times when dog is out of unit. Payment of the pet fee must accompany the registration of the pet. Bonding may be required on some breeds.

**12.4** The following dog breeds are not allowed at the 903 Residences: German Sheppard, Akita, Rottweiler, Pit Bull (also known as American Staffordshire Terrier, American Pit Bull Terrier, Stafford Bull Terrier, Chow-Chow, Siberian Husky, Saint Bernard, Shar Pei, Great Dane, Doberman Pinscher, Alaskan Malamute, Mastiff's Bull Mastiff's Newfoundland's, Burmese Mountain and all "mixes" of the above breeds. The 903 Condo Association reserves the right to add breeds to this list as deems necessary.

**12.5** Residents approved to own pets do so at their own risk. Although the pets specified in this policy are not routinely dangerous, residents should be aware that all animals are capable of causing injury. Additionally, in rare cases, some pets may carry infections and parasites that can be dangerous.

**12.6** The 903 Residences cannot take responsibility for the pets in any way. In all cases, precedence will be given to the health, safety, and well being of residents over the needs of the pets. This is particularly true in the requirement of pest control services. All reasonable attempts will be taken to protect the health of the pet, but The 903 Residences cannot be held liable if a pet becomes ill or dies.

**12.7** You must pick up after your pet(s). Pet stations have been provided at several locations on the property to simplify this process. Pet owners not picking up their pet waste will be fined. Pets are not allowed to use the courtyards as a restroom facility.

**12.8** Management and the Association reserve the right to amend the Association Pet policies at any time. In case of any conflict between the Association Pet Policies and any provisions of Rhode Island Law or any addendum thereto signed by Association, Management, or the Resident, the terms and provisions of Rhode Island Law shall apply.

**12.9** The pet owner is responsible for restraining the pet(s) when notified by the 903 Management Office when 903 staff needs to enter the apartment, even if the owner will not be home at the time.

**12.10** Pets shall not be allowed upon interior or exterior Common Elements unless restrained by a leash, transport box or cage; and in no event upon the land portion of the Condominium save for transit there across, except for areas that may be designated for pet use. I.e. Dog Runs.

**12.11** Such pet(s) shall not interfere with the quiet enjoyment of the Condominium by its residents.

**12.12** The pet owner will be responsible for maintaining standards of cleanliness and noise control conducive to community living. Failure to do so will be considered a violation of the agreement and the pet's registration may be revoked as a result.

**12.13** Residents assume full responsibility for their pets and must insure that the pet does not disturb any other resident in the community.

**12.14** Pets are not to be left on patios or balconies at any time.

**12.15** It is expected that the pet owner will take all reasonable precautions to insure the continuing health and humane treatment of their pet. Failure to maintain the well being of the animal will be considered a violation of the agreement.

**12.16** The 903 Condominium Association reserves the right with prior written notice to conduct inspections of the condominium unit or apartment in order to assure compliance with the pet policies and review of the pet's vaccinations and general situation.

**12.17** Owners are responsible for cleaning up their pets' waste when walking them outside and in the Pet Run.

**12.18** The owner/lease holder/pet is responsible for any damage or harm caused by their pet to another animal or person.

**12.19** No non-registered pets are allowed in the 903 Residences. This includes guest pets and pet sitting.

**12.20** If a Pet owner is found to be in violation of this agreement on any guideline, a \$50.00 fine per day shall be levied until the guidelines of this agreement are being met to the condominium Association's satisfaction. If the pet owner is in violation for 5 days, the pet's registration will be revoked.

Each Unit Owner keeping such a pet(s) who violates any of the above conditions or permits any damage to or soiling of, without prompt removal of the same, any of the Common Elements or permits any nuisance or unreasonable disturbance or noise shall be assessed by the Executive Board for the cost of the repair of such damage, cleaning, or replacement or elimination of such nuisance and/or be levied such fine as the Executive Board to permanently remove such pet from the Condominium upon five (5) days' written notice from the Executive Board.

The 903 Condo Association reserves the right to revoke a pet's registration and insist the pet be removed from The 903 for issues/circumstances not stated in this agreement.

## **Article XIII**

### **Decorations Outside (or Visible from Outside) Residences**

**13.1** Only reasonable holiday or seasonal decorations may be hung on the hallway-side of the entrance door to your Residence. Residents are not permitted to place any decorations or other items on the outside of their windows, balconies, or exterior walls, or on the walls of the hallways or elsewhere in the common areas, unless approved by Executive Board or specifically permitted by the Declaration.

**13.2** Decorative wreaths, menorah or electronic or battery operated candles may be displayed in windows in the Residences to celebrate holidays or festive occasions, provided the lights are white or colorless.

**13.3** Notwithstanding sections 13.1 and 13.2, holiday decorations are only permitted two weeks prior to the applicable holiday (except for Christmas and Hanukah, in which event decorations are allowed four weeks prior to the applicable holiday) and two weeks after the applicable holiday.

**13.4** The Executive Board may authorize holiday or seasonal decorations in the clubhouse or other common areas. Residents are not permitted to place decorations or other items in these areas.

## **Article XIV**

### **Alterations within your Residence**

**14.1** Most changes, alterations or improvements that you may want to make in your Residence, including alteration or replacement of floor coverings, electrical systems, ductwork, plumbing and partition walls, requires the prior approval of the Executive Board.

**14.2** All work performed on Residences, whether requiring approval from the Executive Board or not, shall be performed by properly licensed (where applicable) contractors. All contractors performing work shall carry liability and property damage insurance with minimum limits of \$5,000,000.00 as well as workers' compensation insurance. Certificate of insurance must be filed with the Executive Board before the work starts.

**14.3** All work performed on Residences must only be conducted during acceptable working hours unless otherwise approved by the Executive Board: Monday – Friday 8AM to 5PM, Saturday's 10AM to 5PM.

**14.4** If approval is required by the Executive Board, then such approval shall be obtained before work is begun. The application for such approval shall state the nature of the work and, where applicable, the plans 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 14.2 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 Executive Board, and such work (if permitted) shall be done only by a contractor expressly approved in writing by the Executive Board. The Executive Board may withhold its consent to alterations that affect the Common elements or structural components of the Condominium in its sole discretion.

**14.5** In addition to obtaining approval from the Executive 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.

**14.6** 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.

**14.7** No radio, television or other type of antenna or reception device shall be installed on the outside of the building or otherwise on the common facilities unless approved by the Executive Board.

**14.8** Before changing any flooring system from carpet to any hard surface such as wood, ceramic tile, marble or vinyl it will be required to show testing to document the Impact Insulation Class (IIC) performance of the new assembly achieves the established performance of an IIC 60 or better. This testing must be completed in accordance with the American Society for Testing and Materials (ASTM) E492-90(1996)e1 Standard Test Method for Laboratory Measurement of Impact Sound Transmission Through Floor-Ceiling Assemblies Using the Tapping Machine. Testing must be completed on a sample of the product temporarily installed within the unit by an independent testing company qualified to conduct testing under this standard. A test report should be issued documenting the specific assembly tested, the performance rating achieved, and the graph used to derive the rating. All testing will be at the sole cost and expense of the Resident. This requirement does not apply to Residences on the lowest residential floor that are situated over the ground or over a parking garage. Should hardwood flooring be installed unit owner must cover at least 80% of the flooring with carpet to help absorb noise.

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

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

**14.11** Windows must feature a uniform style of drapery, shade, or blind as determined by the Association from time to time.

## **Article XV**

### **Home Maintenance**

**15.1** Residents are responsible for their home maintenance with the exception of warranty items. Please contact the manufacturer responsible for providing work for warranty issues.

**15.2** Any damage to the home is the responsibility of the home owner. Damage to the building or common area caused by a resident (including household members and guests) through negligence, abuse or misuse, will be charged to the resident.

**15.3** Extermination is the home owner's responsibility and is at the home owner's expense.

**15.4** Residents are responsible for paying the utilities for their home including but not limited to: Gas, Electric, Telephone, Internet, Cable, etc. Residents must transfer Electric service into their name(s). Gas service will automatically be transferred into your name by the Management Office. Water & sewer is paid through your monthly condominium fees. Residents must make all arrangements for optional utilities and should a representative from any utility require a visit to the property for your home you must be present to meet the representative(s). The Management Office is not responsible for any arrangements regarding assisting representatives on the property from utility companies for the turn-on/turn-off of any utilities.

## Articles XVI

### Late Fees; Penalties; Enforcement

#### 16.1 Non Payment; Late Charges; Interest (which states in-part)

- a) Any Assessment (or installment thereof) that is not paid within (7) days after it is due shall be considered delinquent and shall be subject to a late fee of \$25.00. Interest on any Assessment (or installment thereof) not paid within (30) days after it is due shall accrue from the due date at the rate of 1.5% per month/18% annually.
- b) Any costs of collection, including reasonable attorney's fees (whether incurred before trial, at trial, or on appeal), incurred by the Association in collecting or attempting to collect delinquent Assessments may be assessed and collected in the same manner as any other Assessments hereunder against the delinquent Unit Owner and shall be secured by the Association's lien therefore.
- c) If any Assessment or installment or part thereof remains unpaid for more than forty-five (45) days after it is due, the Board may accelerate all future installments of such Assessments with respect to the delinquent Unit Owner (if Assessments are payable in installments). Notice of acceleration shall be given to the delinquent Unit Owner and shall be effective unless the delinquent Unit Owner pays the Association, within ten (10) days after the date of such notice, all delinquent Assessments or installments thereof, all interest thereon, and all accrued late charges and collection costs.
- d) THERE SHALL BE A LIEN IN FAVOR OF THE ASSOCIATION AGAINST EACH UNIT FOR THE FULL AMOUNT OF ALL ASSESSMENTS LEVIED AGAINST SUCH UNIT FROM TIME TO TIME, TOGETHER WITH ALL LATE CHARGES, INTEREST AND COLLECTION COSTS (INCLUDING ATTORNEY'S FEES AS PROVIDED HEREIN) INCURRED OR CHARGED BY THE ASSOCIATION WITH RESPECT TO DELINQUENT ASSESSMENTS HEREUNDER. SUCH LIEN SHALL HAVE THE PRIORITY AND MAY BE ENFORCED IN THE MANNER PROVIDED FOR IN THE ACT. THE ASSOCIATION'S LIEN ON A UNIT SHALL BE SUBORDINATE TO THE LIEN OF AN ELIGIBLE MORTGAGE ENCUMBERING THAT UNIT WHICH WAS RECORDED BEFORE THE ASSESSMENT (OR DELINQUENT INSTALLMENT THEREOF) WAS DUE, EXCEPT TO THE LIMITED EXTENT PROVIDED IN SECTION 34-36.1-3.16 OF THE ACT. THE ASSOCIATION'S LIEN SHALL NOT BE AFFECTED BY THE SALE OR TRANSFER OF THE UNIT ESTATE UNLESS SUCH SALE OR TRANSFER IS MADE PURSUANT TO A FORECLOSURE OF THE FIRST MORTGAGE ON THE UNIT, IN WHICH EVENT SUCH FORECLOSURE SHALL (EXCEPT TO THE LIMITED EXTENT PROVIDED HEREIN) EXTINGUISH THE LIEN AS TO ANY ASSESSMENTS LEVIED AGAINST THE UNIT AND PAYABLE PRIOR TO THE FORECLOSURE SALE, BUT SHALL NOT RELIEVE THE PURCHASER OR TRANSFEREE, OR ANY FUTURE PURCHASER TRANSFEREE, OF THE OBLIGATION TO PAY FUTURE ASSESSMENTS. IN THE EVENT THE FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FNMA") ACQUIRES TITLE TO THE UNIT THROUGH FORECLOSURE, FNMA SHALL NOT BE SUBJECT TO PAYMENT FOR THE COSTS OF COLLECTION OF UP TO SIX MONTHS OF DELINQUENT ASSESSMENTS THAT ACCRUED PRIOR TO FNMA ACQUIRING TITLE. THE RECORDING OF THIS DECLARATION CONSTITUTES NOTICE AND PERFECTION OF THE ASSOCIATION'S LIEN. THE ASSOCIATION SHALL HAVE THE RIGHT TO COLLECT FROM A UNIT OWNER, AND THE ASSOCIATION'S LIEN SHALL ALSO SECURE, ALL AMOUNTS PAID OR EXPENDED BY THE ASSOCIATION IN ORDER TO PROTECT OR PRESERVE THE UNIT R THE PRIORITY OF THE ASSOCIATION'S CLAIM OR LIEN INCLUDING, WITHOUT LIMITATION, AMOUNTS PAID OR INCURRED TO DISCHARGE REAL ESTATE TAXES OR OTHER LIENS SENIOR IN PRIORITY TO THE ASSOCIATION'S LIEN AND INTEREST ON SAID SUMS AT THE RATE SPECIED HEREIN.

**16.2 Other Remedies.** Assessments and other amounts payable by any Unit Owner may also be recovered by a lawsuit brought by the Association against the Unit Owner and any other person personally obligated to pay the same. The Association shall have all other rights and remedies available at law or in equity. All rights and remedies of the Association shall be cumulative.



- a) Any cost of collections, including reasonable attorney's fees (whether incurred before trial, at trial, or on appeal) incurred by the Association in collecting or attempting to collect delinquent Assessments may be assessed and collected.

## Penalties and Enforcement

**16.3** Violation of these rules may be enforced in any manner permitted by the Declaration.

**16.4** 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 Association may recover such costs in any manner permitted by law, together with interest on such costs at the rate of twelve percent (12%) per annum until paid in full. Addition, such costs, with interest, may be assessed as a Special Assessment by the Executive Board against the Unit occupied by the Residents causing such damages.

**16.5** Except for damages to the Common Elements, any violation of these rules shall be subject to the following;

- a) The Resident shall be given written notice of violation by the Executive Board or its agent ("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 Fifty Dollars (\$50.00).
- c) If the violation continues and/or is not cured within ten (10) days after first written notice of the violation was given, such Resident shall be liable for an additional 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 resident in receipt of the alleged violation may request a hearing before the Board of Directors. Failure to appear at a scheduled hearing can constitute an admission of guilt. A penalty will be assessed by the Board of Directors/Hearing Committee.

If deemed necessary, fines may be increased, but not to exceed those amounts found in the Rhode Island Condominium Act. Page 661, 34-36.1.3.20. (b)

The preceding is without prejudice to, and does not waive, any other rights or remedies of the Association, including the right of the Association 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 Declaration.

The Board of Directors and the Rules & Regulations Committee of The 903 Condominium Association reserve the right to change or revoke existing Rules & Regulation and make additional Rules and Regulations from time to time, which, in their opinion, shall be necessary or desirable for the safety and protection of the property and to assure the comfort and convenience of all residents.

The foregoing Rules and Regulations have been adopted this \_\_\_\_ day of \_\_\_\_\_, 2017 by the undersigned, as the Members of the Association.

The 903 Owners Condominium Association

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_