

## **RULES AND REGULATIONS**

### **(969 South Pearl Commons Condominiums)**

These are the Rules and Regulations (“Rules”) of Pearl Street Commons Condominiums, duly adopted by action of the Executive Board of Pearl Street Commons Owners Association, Inc. (the “Association”). These Rules shall be binding upon every owner, tenant and occupant of any unit in the building comprising Pearl Street Commons (the “Building”), and may be enforced by the officers of the Association as provided herein or in the articles of incorporation or bylaws of the Association. The owner of each unit is responsible for compliance with these Rules by tenants and other occupants.

1. Parking - All parking spaces at the Building have been assigned to particular units. Any unauthorized vehicle may be towed to a storage lot at the expense of its owner.
2. Trash Holding - All trash shall be contained appropriately within a unit or placed in designated trash receptacles outside the Building.
3. Hallways - No personal items shall be stored or left in the hallways of the Building for any substantial time.
4. Large Items - All furniture, appliances, bicycles and other large items shall be brought into the Building through the rear door only.
5. Pets
  - a. Not more than two common household pets may be kept in any single unit. The owner of each unit in which pets are kept shall be solely responsible for promptly and properly disposing of any pet wastes and for repairing any damage to the common areas or other units of the Building caused by such pets. Each pet owner shall make reasonable efforts to minimize pet noise and odors.
  - b. Resident Owners only are allowed to have pets except in a case in which ownership of a particular animal is required by a Resident’s handicap. No Non-Resident Owner may assign the right to have animals within the Community to any Tenant.
  - c. All owners must have their pets on a leash while in building common areas.
6. Windows - Exterior windows of each unit shall be covered only with blinds, curtains or draperies of customary residential type. Occupants should be aware that winds in the area of the Building can be high and the Association is not responsible for repair of windows or personal property damaged by wind. Revised 7\_2011.
7. Alterations & Homeowner Improvements - The common areas of the Building (including without limitation exterior landscaping) shall not be altered without the prior written consent of the Executive Board. Additionally, homeowners must obtain approval by the Executive Board if they plan on any home improvements that change or alter any common elements (i.e. electrical). You will need to provide plans or designs and a detailed description of the work you are planning in order to obtain approval from the Executive Board. Construction work is permitted between the hours of 8 am and 6 pm. A refundable damage deposit may be required prior to commencement of construction, depending on the extent of the remodel. All residents contracting for work shall assume full responsibility of the contractor’s actions and if there is any damage in the interior or exterior of the building shall be the responsibility of the owner to pay the cost of, or reimburse the Homeowners Association for those costs. All building materials are to be brought into the building via the back door. Revised 7\_2011.
8. Roof Access - Access to the roof of the Building shall be limited to maintenance personnel only.

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9. **Patio Use** - Use of the patio area of the Building shall be restricted to the hours of 9 am to 10 pm (except with the prior written consent of the Executive Board) and shall not unreasonably disturb occupants of nearby units. Provided we have a barbeque, the cover must be put back on after each use. It is the user's responsibility to clean the barbeque tools after each use and return them to the barbeque. Last person that uses up the gas must refill the bottle immediately and may provide the receipt for a refund, to the Executive Board.
10. **Nuisance Prohibited** - No unit shall be occupied or used in any manner that constitutes a nuisance to other residents of the Building, as reasonably determined by the Executive Board. This prohibition includes, but is not limited to, loud noises (which includes dishwashers and vacuums), loud music, noxious or unpleasant odors and disruptive behavior or actions. All noise shall be kept to the minimum between the hours of 10 pm till 9 am. Laundry room use shall be between the hours of 8 am and 10 pm. Revised 7\_2011.
11. **Access to Building** - Exterior doors to the Building shall not be propped open unsupervised for any extended period and shall not be modified to prevent them from locking. Realtor/for sale lock boxes for the sale of units shall be placed on the front entry door rail only. The Association shall also have a lock box on the boiler room for use of contractors and service personnel. No owner/resident keys are to be kept in any of these lock boxes and these lock box codes will be changed periodically for security reasons. It is recommended that all residents get to know their neighbors so they can be buzzed in, in the event they lock themselves out. Any lock boxes not marked, with an owners/real estate agents name, can be cut off and removed, by the Association. Revised 7\_2011.
12. **Emergency Access to Units** - Any authorized representative of the Executive Board may enter any unit without prior notice in the event of a medical, building or maintenance emergency, or upon not less than 24 hours' prior notice for regularly scheduled maintenance.
13. **Rental Units** - All Owners/Lessors are required to provide the Executive Board with a copy of any lease prior to Tenants move in. All leases shall be for a minimum of six months. Revised 7\_2011.
14. **Late Fees** - Per the Declarations: Any Owner that has not paid their Homeowner's Association Dues within 10 days of the due date will be charged a \$25 late fee for every month that they are overdue.
15. **Additional Rules, Regulations, and Policy** - Upon the sale or lease of a condominium unit, when the Buyer or Lessee signs a Real Estate Sales Contract or Lease Agreement, the Buyer or Lessee must also sign an Addendum to Real Estate Sales Contract or Addendum to Lease Agreement, whichever is applicable, in which Buyer or Lessee acknowledges receipt of and agrees to abide by the DECLARATION OF CONDOMINIUM and BYLAWS. If a Sales Contract or Lease Agreement is executed prior to the execution of the appropriate Addendum, neither is effective until the Buyer or Lessee signs the Addendum. Delivery of the Declaration of Condominium, Bylaws, Rules & Regulations and other required documents or addenda are the responsibility of the Seller, Lessor or their authorized representative. Copies are available by request of the Executive Board.
16. **Insurance** - Each owner is responsible to maintain, at all times, hazard and liability insurance coverage on their unit(s) and contents. Owners should encourage tenants to have tenants insurance for renters contents. The Association insurance does not cover owner and tenant contents. Revised 7\_2011.
17. **Flooring** - There is an issue with noise transference due to South Pearl Commons being an older building. No additional hardwood flooring shall be allowed or installed in the units other than originally installed by the developer (i.e., kitchen area in upper units) without the PRIOR APPROVAL of the Executive Board. Each owner must provide documentation as to the sound proofing of the product and only with prior

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approval may owners proceed with the installation of the product. Non compliance can result in that owner being asked to remove the product. Revised 7\_2011.

18. Smoking - South Pearl is a non-smoking building. Smoking is permitted only within the individual units and all units shall be sealed so that the smoke cannot escape into the hallways or other units. Smoking is not permitted in hallways or any common areas including the exterior entranceways and barbeque/patio area. All cigarette butts shall be properly disposed of and not thrown in any common areas or the exterior landscaping. Added 7\_2011.
19. Residents of South Pearl are responsible for any rules or infractions committed by themselves and their guests. Unit owners are responsible for any infractions committed by their tenants, guests of tenants and their individual management companies. Added 7\_2011.
20. Enforcement - Any owner who believes that these Rules are not being observed may submit a written complaint to the Executive Board. If the Board determines that the complaint appears to be valid, the Executive Board shall deliver notice (the Notice of Alleged Violation) in writing, to the owner(s) of any unit or units that are considered to be in violation of these Rules the ("Respondents"). If an Owner desires a hearing to challenge or contest any alleged violation or fine brought by another Owner or the Executive Board for any violation, the owner must request a hearing with the Executive Board within 30 days from receipt of the Notice of Alleged Violation. If there is no request for a hearing the Executive Board shall determine is there was a violation and may access a fine as determined by the Policy and Procedures of this Association, within 60 days of the expiration of the 30 day period.

Penalties after a written warning has been given to the owner:

First time or minor violations	\$25 to \$75
Repeated minor violations	\$50 to \$100
Repeated or flagrant violations	\$100 to \$500

RULES & REGULATIONS UPDATED AND REVISED 7/07/2011