

Harbourview Condominium Association
Rules and Regulations
For
Owners, Tenants, and Guests
Harbourview Condominium Management Association
Commercial Wharf
Newport, RI 02840
August, 1991

The Harbourview Condominium Association has developed these rules and regulation to help everyone understand its basic objective in maintaining a high standard of community living. All unit owners, tenants, and guest should be familiar with them. The rules and regulations set forth herein shall remain in effect until amended by the board of Directors of the Association. Unit owners shall, at all times, obey these rules and regulations and use their best efforts to ensure that they are faithfully observed by their families, guests, invitees, tenants and any person over whom they exercise control and supervision. Violation of any provision of these rules and regulations may result in the imposition of penalties which the Board of Directors will enforce.

1. **Activities.** The use of guns or weapons of any kind is strictly prohibited on condominium property. Bicycle riding, roller skating, skate boarding, ball playing, and games of any type are not permitted in the open or enclosed garage areas. Bicycles are not permitted in the elevator or hallways and must be stored in the spaces designated for that purpose. Bicycles are not permitted in any condominium unit. The bicycle storage area is in the east end of the enclosed garage.
2. **Animals.** No pets are permitted by tenants or guests.
3. **Children.** Children shall not be permitted to play or loiter in hallways, stairwells, parking areas, roof, or in any other common areas, and must be under supervision of a responsible adult at all times.
4. **Common Elements.** The condominium documents define "Common Areas" to mean all areas and facilities which are not part of any unit. Cost of damage to the common areas caused by a Tenant of their guests will be borne by the tenant. Persons witnessing damage to common areas by tenants, guest or owners must sign a sworn affidavit to the fact, then the repairs will be assessed at actual replacement value and the owner will be notified within ten days. Damages not recovered from tenants or guests will be the responsibility of the unit owner. Military personnel or their guests causing damage to common areas will also be reported to their Commanding Officer. **SMOKING IS NOT PERMITTED IN THE COMMON AREAS, EXCEPT ON THE ROOF DECK.**
5. **Complaints.** Complaints of any kind regarding violations of these rules and regulations, including services of contractors or their employees shall be made by written notice to the Board of Directors in care of the resident manager.

6. **Compliance.** Each unit owner shall comply with and conform to all applicable laws of the State of Rhode Island, all ordinances of the City of Newport, and all bylaws, rules and regulations of the association, and shall indemnify the Association and the other unit owners from any and all actions, demands, fines, penalties, charges, costs, and expenses (including, without limitation, reasonable attorney's fees), incurred by the Association and other unit owners as a result of any noncompliance or nonconformance therewith, if such noncompliance or nonconformance arises by reason of the willful misconduct or gross negligence of such unit owner.

7. **Food, Beverages, and Cooking.** No open fires, outdoor grills (gas or charcoal) are permitted in the building or common areas. Cooking is permitted only within the walls of the individual units. No food may be consumed outside the units, nor shall beverages be consumed in the common areas.

8. **Garbage and Refuse.** All garbage, rubbish and debris shall be wrapped in plastic bags, tied securely, and deposited with care in the trash chutes in the trash rooms, (second, fourth and fifth floors). In Compliance with the recycling efforts, all glass bottles are to be deposited in the barrels and the newspapers in the containers provided in each trash room. Large items to be disposed may be taken to the outside refuse room (N. Commercial Wharf behind the chain link gate). except for such designated area, the common areas shall be kept free and clear of rubbish, debris, and other unsightly material, and no garbage cans shall be placed in the hallways, stairwells, or on the staircase landings. No unit owner shall shake nor permit any member of his or her family, or any guest, employee, or tenant, to shake rugs, mops, tablecloths, linens, or other articles from any window, door, or balcony. Sweeping into the halls is also prohibited.

9. **Offensive Activity.** No noxious or offensive activity shall be carried on in any unit or in the Common Areas, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noise in the building by himself or herself, his or her family, employees, agents, visitors and licenses, nor do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, or radio on the premises at such volumes or in such a manner that it shall cause unreasonable disturbances to other Unit Owners.

10. **Insurance.** Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance for the condominium property, or any portion thereof. No unit owner shall permit anything to be done or kept in his or her unit, or in the common elements, which will result in the cancellation of insurance on the condominium property or any part thereof or contents thereof, or which would be in violation of any law. No unit owner shall keep in his or her or allow to be used therein any flammable, combustible, or explosive material, chemical or substance, or other material deemed to be hazardous.

11. **Seasonal Precautions.** Each unit owner who plans to be absent from his or her unit during the hurricane or winter season or for a period of more than 10 consecutive days must prepare his or her unit prior to departure by removing all furniture, plants, and other objects from the unit's balcony or deck. To prevent freeze-ups in winter months, DO NOT TURN HEAT OFF AND DO NOT SET THERMOSTAT BELOW 50 DEGREES.

12. **Events and Parties.** No unit owner may hold a private party or gathering in the Common Areas without prior written permission from the Manager or Management Committee. The resident manager must be notified in advance of any parties, gatherings or events to be held on the roof. Such parties, gatherings or events must be controlled by the host. If more than ten people will be in attendance, a guard must be hired and the fee paid by the host. Only Unit Owners, tenants, guests, and authorized personnel are permitted on the roof.

13. **Vehicles.** All vehicles belonging to unit owners or their families, guests, tenants, or employees shall be parked in the space assigned to them, and no such vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking space. The parking of trucks exceeding a one-ton rating, commercial vehicles (vehicles used primarily for business purposes or displaying any form of advertisement), boats, trailers, recreational vehicles, campers, go carts, and snowmobiles is prohibited without prior written permission of the management Committee. The Association assumes no responsibility or liability whatsoever for the loss or damage to any automobile or other vehicles while parked on condominium property. The repairing of automobiles or other vehicles on condominium property is prohibited. The storing of any junk automobiles or vehicles of whatever nature shall be prohibited and automobiles without current license tags shall be considered junk storage. Any such vehicle stored or placed on condominium property for a period exceeding forty eight hours may be towed away at the owner's expense without prior notice to the owner and with no liability on the part of the Association or its agents. There are no extra or guest parking spaces in either the open or inside garages. Each space is assigned to a unit and violators will be towed without warning. Parking spaces are limited common areas (assigned to designated units). Damage caused by oil or gas will be borne by the tenant or unit owner.

14. **Rentals.** Leases must be in writing for a period of not less than two months. Before an owner leases his unit, he/she must give written notice of his/her intent to lease to the association's resident manager. A copy of the completed lease/rental agreement must be submitted to the association's resident manager. The resident manager must be notified in advance of any move in or out. Moving is not permitted on Sundays, legal holidays, or after 5:00 PM. The lease must also be accompanied by a check in the sum of \$100.00 payable to the association, this agreement will be made each time the unit is rented. A violation of the rental period, two months or four times a year, will result in a fine assessed by the Management Committee. No more than two (2) unrelated leasees may occupy a unit. The unit owner shall be held fully responsible for the conduct of the tenant and the tenant's adherence to the rules and regulations as set forth from time to time by the Board of Directors. **TENANTS CAN NOT SUBLEASE UNITS.** Rentals of one year or less may not be rented unfurnished and tenants may not bring in major items of furniture. All units must be cleaned by a cleaning service or the owner after each rental. If after 48 hours the resident manager inspects the unit and it has not been cleaned, he will inform the owner that he will have it cleaned and that the owner will be charged for the cleaning. **ONLY THE HARBOURVIEW STANDARD LEASE WILL BE ACCEPTED.** Rental agents shall notify the Resident Manager, by telephone, business card or note as to what units they have been in on the day of their visit. A fee of \$20.00 will be charged to rental agents for unlocking a unit.

15. **Violations of Rules.** The landlord or rental agent who violates these rules shall be subject to a fine set by the Management Committee up to \$1000.00 per violation. If a rental agent violates any of these rules, that agent may be prohibited from renting units in the building for a time period set by the Management Committee.

16. **Security.** Security is a very high priority at Harbourview, please adhere strictly to this rule. A resident manager is on duty Monday through Friday, Unit #34, 849-8166. A security guard is on duty Friday through Sunday from 6:00 PM until 1:00 AM, in the lobby, 846-5737. In order to maintain effective security, please notify the resident manager or security of any guest using your unit at any time. DO NOT allow anyone unknown into the building, this is the purpose of the lobby entry system. You may tune in on channel 8 on your television to monitor the lobby at any time. Please do not let anyone in unless they are coming to visit you. Upon exiting/entering the inside garage make sure the door is closed behind you. When using the door sender, press firmly and release immediately.

Emergency Procedures

Elevator. If, due to mechanical or power failure, the elevator stops while you are in it, press the ALARM button periodically. When you hear someone outside the elevator, push the red button and assist in opening the door by placing your hands flat against the door and pushing the door to the right. Light will remain on while the elevator is stopped.

Water Leaks. There are shutoff valves located under all sinks and toilet tanks. If you have a leak in the water line, shut off both faucets located on top of the hot water heater.

Fire Alarm. In case the fire alarm goes off, leave the building immediately, DO NOT USE THE ELEVATOR. Our fire alarm system is an excellent one and is activated at the slightest presence of smoke.

Newport Police: 847-1212
Security : 847-5737
Coastal Electric: 849-5656

Newport Fire Dept.: 846-2211
Newport Plumbing: 849-6094
Jestings - Heat & A/C: 846-0110