

## RULES AND REGULATIONS

### FERRY LANDING CONDOMINIUM ASSOCIATION

Amended May 2013

These Rules and Regulations are adopted for the benefit of owners of Units at Ferry Landing Condominiums (the "Condominium"). They are also intended to protect and enhance the value of all property at the Condominium, They are not designed to unduly interfere with, restrict, or burden the use of property.

All residents and guests are expected to abide by these rules that are meant to supplement the provisions of the Public Offering Statement and Condominium Declaration for the Condominium.

The term "Association" as used in these Rules and Regulations may take the meaning of the Condominium Association as a whole or The Board of Directors and Officers (as such Directors and Officers are duly elected) as the case may be.

- 1.0 GENERAL - Nothing shall be done or kept in any Unit, Limited Common Area or Common Area that will increase the rate of insurance of the Condominium. No Unit Owner shall permit anything to be done, or kept which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law. No waste shall be committed in the Limited Common Areas or Common Areas. No use shall be made of the Common Elements other than the uses permitted in the Public Offering Statement, the Declaration or by the Association.
- 2.0 EXTERIOR AND BUILDING MODIFICATIONS - No modifications or additions to the building that will alter the appearance (including exterior paint colors) or structural integrity of the building shall be made without written approval of the Board. See Section 10 of these rule and regulations. Screen doors, awnings, air conditioning units, statues, lawn ornaments, etc., require Board approval prior to installation. A "Request for Modifications to Building or Plantings Form" is attached.

#### A. PLANTINGS

1. Foundation Plantings - Foundation plantings shall not be altered or expanded without written permission from the Board. Seasonal flowers planted within the flower beds are to be within keeping with other plantings and are the responsibility of the Unit Owner.
2. Improvements To Common Areas And Facilities - Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Association or in such cases as written permission of the Board has been obtained. In the event Unit Owners are permitted to add plants to the foundation areas of their units by the express written authorization of the Board, the maintenance of the added plantings shall be the responsibility of the Unit Owner.
3. Private Garden - Private shall be within the existing planting beds and are the responsibility of the Unit Owner (including trimming and weeding). Private gardens

shall have a small sign, available from the Association, designating it as a “Private Garden”.

- B. **OUTDOOR DECORATIONS** - Decorations - are defined as items, not included in the original plat of the Common Areas that are placed on the property by the owner. Decorations shall not be placed within the Common Areas except within the following guidelines.
- a. Door Decorations - Door Decorations shall not exceed 2-feet by 3-feet.
  - b. Bird Feeders - Bird feeders shall be squirrel proof and free standing. Feeders shall not be affixed to the unit siding or deck to keep pests away.
  - c. Decorations - Decorations located on the front stairs or porch shall not exceed the height of the railing, impede access, or impose a safety hazard. Window boxes or planters shall not be affixed to the building.
  - d. Flags - Only the American Flag may be displayed. The flag will be displayed on a flag staff no longer than 6-feet placed in a holder affixed to the garage or front porch wood trim. It shall be placed so as not to block the house number or walkway access.
  - e. Inflated Lawn Ornaments – Inflated lawn ornaments (eg. Santa’s and snowmen, etc.) are not allowed.
  - f. Party Decorations – Party decorations are allowed on the day of the event only.
  - g. Illumination - Illumination of the above decorations is not allowed except as described for Holiday Decorations.

C. **HOLIDAY DECORATIONS**

- a. Wreaths - Wreaths and/or sprays shall be no larger than 2-feet and may be hung from garage lights.
- b. Illumination - One floodlight illuminating the front door shall be allowed provided it does not cause a safety hazard.
- c. String Lights - Lighting of wreaths/sprays or shrubbery immediately adjacent to the front foundation planting beds shall be white, non-blinking lights only.

D. **DECKS AND PORCHES**

- a. Maintenance – Repair and maintenance of deck and porch floors and railings are the responsibility of the unit owner.
- b. Replacement – All decking and railing were originally installed using solid mahogany or ipe wood. Replacement of decking or railings shall be in kind to the original material and design, unless otherwise approved by the Board.
- c. Painting and cleaning – It is the responsibility of the owner to periodically clean the wood surfaces of the deck and porch to prevent buildup of mildew and dirt. Railings and decking shall be bare wood allowed to grey naturally. Any waterproofing or stain applied shall allow the natural color of the wood to prevail. Railings have the option of being painted or stained pure white. Painted railing shall be maintained to prevent peeling and fading.
- d. Failure to Maintain – Failure to maintain the appearance of decks and rails shall be subject to action by the Board.

### 3.0 OUTDOOR EQUIPMENT AND STORAGE

- A. OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS - Lawn furniture, bicycles, trailers, children's wheeled vehicles, toys, baby articles and equipment shall not be left or stored outside the Unit or in the Common Areas recreational/athletic equipment of any type, sporting goods and other personal, except for appropriate, seasonal use furniture, which when used outside, shall be maintained and located on the deck or porch only and in such fashion as to meet safety and aesthetic standards as established by the Association from time to time. At no time shall any type of equipment, tools, construction equipment be left unattended or stored overnight in any Common or Limited Common areas without prior approval by the Board.
- B. OUTDOOR GRILLS - Storage of any type of grill outside of the unit is prohibited except on or immediately adjacent to the deck. Outdoor fire pits or wood burning fireplaces are not permitted. The use of outdoors cooking shall be used in accordance with the Fire Code - NFPA-1 code as follows:
- NFPA 1:10.11.7 - For other than one- and two-family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3 m) of any structure. Listed electric ranges, grills, or similar electrical apparatus shall be permitted.***
- C. FIRE EXTINGUISHERS - A Class A-B-C Fire Extinguisher shall kept in a readily accessible location near any outdoor grill when in use and any combustible fuel storage location
- D. CLOTHES LINES - No clothing, linens or similar materials shall be hung or otherwise left or placed in or on the Common Areas, Limited Common Areas, and Facilities. No such articles shall be placed in a Unit or Limited Common Areas so as to be exposed to public view.
- E. PORTABLE ELECTRIC GENERATORS - Portable, standby, electric generators are to be used for emergency purposes during an extended power outage. This section pertains to portable gasoline or propane generators only.
- a. A written request for the use of a portable generator must be approved by the Ferry Landing Board prior to storing, connection or use of the equipment. The request shall include a description, make, model and capacity shall be included in the request.
  - b. All generators must have sound level rated by the manufacturer of less than 60 decibels (db) when operating at full load.
  - c. Generators will not be permanently mounted outdoors within the limited common or common areas.
  - d. When not in use, the generator must be stored within in the garage.

- e. If the generator is to be directly connected to the home electrical service, the name of the electrical contractor and proof insurance must accompany the request. An electrical building permit may be required.
  - f. In the event the owner is using the generator to directly plug appliances, a heavy duty outdoor rated extension cord shall be used in accordance with the manufacturer's instructions.
  - g. Generators must not be run inside the house or garage and shall only be operated outdoors in a pre-approved location away from any windows or vents. A site visit by the manager is required for location approval.
  - h. Generators must not be not be operated between the hours of 10pm to 6am, unless specified for medical reasons.
  - i. All manufactures recommendations must be followed and all applicable State and Local codes must be adhered to.
- F. FLAMMABLES STORAGE - No Unit Owner or occupant or any of his agents, lessees, or visitors shall at any time bring into or keep in his or her Unit or the common areas any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids as are customary for residential use may be kept in units. Storage of gas cylinders shall be in accordance with the Fire Code – NFPA-1 as follows:

***NFPA 1:69.5.3.5 - Storage of cylinders within a residential building, including the basement or any storage area in a common basement storage area in multiple-family buildings and attached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lb (1.2 kg) and shall not exceed 5.4 lb (2.4 kg) aggregate water capacity for smaller cylinders per each living space unit.***

- 4.0 IMPROPER USE OF COMMON AREAS AND FACILITIES - There shall be no use of the Limited Common Areas or Common Areas and Facilities, which injures or scars the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance of annoyance to the owners in the enjoyment of the Condominium.
- A. OBSTRUCTIONS - There shall be no obstruction of the common areas and facilities without the proper consent of the Association except as expressly permitted in the Public Offering Statement, in the Declaration or in these Rules and Regulations.
  - B. ROOF ACCESS - No unauthorized person, including Unit Owners, shall be permitted on the roof of the condominium buildings.
  - C. ACTIVITIES - There shall be no organized activities, sports, or picnicking, except in those areas, if any, which are approved for such use in writing by the Board.
  - D. FIRES - Under no circumstances may a fire of any kind (excluding barbecue grills) be lighted or maintained within the Common Areas.

- E. FIRE REGULATIONS - Under no circumstances may a person do or permit anything within the Condominium property which would be in violation of the State Fire Code or any local Fire Department regulation, law, ordinance, rule or regulation.

## 5.0 HOUSEHOLD PETS

- A. PET REGISTRATION - Any Unit Owner or occupant desiring to bring a pet into the community must register the pet with management. Pets are limited to a maximum of two dogs and two domestic cats per unit. No exotic pets are allowed. A Pet Registration Form shall be completed and filed with the property manager. The form shall be signed by the owner indicating that they understand these rules and agree to abide by these rules, the RI General Laws and the Town of Portsmouth Town Code regarding pets. Pet owners are required by State Law to vaccinate their pets for rabies. Dogs must be registered with the Town of Portsmouth. Cats are not required to be registered with the Town. Copies of the registration forms and a roster of pet owners shall be provided to the Board by the management. A copy of Registration Form and a copy of the Town and State rules are attached.
- B. DOG LEASH - No dog shall be allowed in or on the Common Areas or Limited Common Areas unless it is on a leash held by the Unit Owner, occupant or other responsible individual. The pet owner shall be in full control of their pet at all times.
- C. PET TIE-OUTS AND RUNS - No pet shall be tied unattended within any Common Area or Limited Common Area at any time.
- D. POOP PICKUP - The pet's owner shall immediately collect and properly dispose of the defecation by a dog or other pet on any Common Area or Limited Common Area.
- E. DAMAGE - The repair of any damage caused by a pet, including but not limited to staining of grass and shrubs, shall be the responsibility of the Owner of the Unit in which the pet lives. The Association is authorized, in its sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, in which the pet lives, shall be assessed the cost of such repair.
- F. DISTURBANCE - Any repeated disturbance caused by a pet shall be cause for the pet's removal from the premises by vote of the Board recorded in the minutes. The pet owner shall be entitled to a hearing and have the right of appeal before the Board.
- G. HOLD HARMLESS - Each owner shall hold the Association and each of the other Unit Owners and their respective agent's and employees harmless against injury, loss, liability, damage or expense caused by actions of his or her pet(s) within the Condominium.

- 6.0. DRIVEWAYS, WALKWAYS AND PARKING AREAS - Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of other Owners and their tenants to the appropriate use of driveways, walkways and parking areas.
- A. REPAIRS - With the exception of minor repairs (eg. changing a flat tire), cleaning, washing and/or waxing a vehicle, no vehicle maintenance is permitted within the confines of the Condominium.
  - B. USE - Use of the parking spaces and/or driveways for purposes other than parking (e.g. storage of furniture, automotive repair, maintenance, furniture refinishing, etc.) is prohibited.
  - C. VEHICLES, CAMPERS, TRAILERS, BOATS, ETC - Only cars and light trucks without signage are permitted to park overnight in the common parking or driveway areas.
    - a. Recreational Vehicles - No recreational vehicles (campers, trailers, boats, motor homes, snowmobiles, motorcycles, etc.) or commercial vehicles will be allowed to park overnight except with the express written authorization of the Board of Association. When such permission is granted, the permitted vehicle must be parked in the common parking area and shall not be used as living quarters.
    - b. Operable Vehicles - All vehicles within the confines of the Condominium must be in operable conditions and have current license plates and inspection sticker (if required). Any vehicle not in conformance with the above may be moved or removed by the Association, without notice and at the expense of the owner.
    - c. Off Road Travel - Under no circumstances are vehicles permitted on non-paved areas of the Condominium without the express written authorization from the Board or authorized property manager.
    - d. Parking - No overnight parking on the roadway or drive through is allowed. Violation may result in a per-occurrence fine imposed by the Association.
    - e. Non Authorized Vehicles - No trucks or similar heavy duty vehicles, snowmobiles, motorcycles, boats, utility trailers, boat trailers and camping trailers will be allowed within Common or Limited Common areas of the Condominium unless appropriate temporary or permanent storage arrangements have been approved in writing by the Board. This prohibition includes the overnight storage of such vehicles and equipment. When such permission is granted, the vehicle shall not be used as living quarters.
  - D. SNOW REMOVAL - During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their car from the parking area until the snow plowing is complete. The Association is authorized to impose a per-occurrence fine for failure to do so.
- 7.0 SIGNS - Unit Owners may not display FOR SALE, FOR RENT, Advertising or Commercial signs in windows of or otherwise on the exterior of their Units. OPEN HOUSE signs are allowed only during the event.

8.0 OFFENSIVE ACTIVITIES - No owner may use or maintain their Unit or the Common Areas for any purpose or in any manner that is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose that would constitute a nuisance or be offensive.

No Unit Owner shall engage in or permit offensive activities or any noises by himself, his family, agents, visitors, lessees, nor do himself or permit anything to be done by such persons either willfully or negligently that:

- a. may become an annoyance or nuisance to the other Unit Owners or occupants;
- b. will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants;
- c. may or does cause damage to any other Unit or to the common areas and facilities;
- d. results in the removal of any article or thing of value from any other Unit Owner's unit or from the common areas and facilities of the Condominium; or
- e. results in any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.

Any Unit Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the elimination of such damage or replacement of the item removed. The Association may assess to such Unit Owner these costs.

9.0 WASTE DISPOSAL

- A. LITTERING - There will be no littering. Paper, cans, bottles, cigarette butts, and other trash is to be deposited only in trash containers and under no circumstances are such items to be dropped or left on the Common Areas. Garbage, trash and recyclables should be securely contained at all times to prevent excessive littering.
- B. GARBAGE DISPOSALS - Garbage disposals are strictly forbidden so that the septic system will function properly as required by the Association's RIDEM "Onsite Wastewater Treatment System" permit.
- C. TRASH DISPOSAL - All wet garbage and loose trash, must be bagged or wrapped. It is recommended that bottles, cans, paper and other recyclables be separated from the trash and placed in appropriate recycle containers for pick-up. Trash is to be stored in plastic bags or non-metallic containers designed for such use. No trash shall be placed in common areas except for contained trash on days of trash pickup only. It shall be the Unit Owner or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pickup.

10.0 STRUCTURAL INTEGRITY OF THE BUILDINGS - Nothing shall be done in any Common Areas or Facilities which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said areas which would structurally change any building, without the prior written permission on each occasion by the Association.

- A. ALTERATIONS - Adherence must also be in accordance with State of Rhode Island Title 34, chapter 34-36.1, article 34-36.1-2.01, section 34-36.1-2.11 pertaining to alterations of units as stated therein and described in number #1,#2, #3, of that section.

**§ 34-36.1-2.11 Alterations of units.** – *Subject to the provisions of the declaration and other provisions of law, a unit owner:*

- (1)** *May make any improvements or alterations to his or her unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium;*
- (2)** *May not change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the condominium, without permission of the association;*
- (3)** *After acquiring an adjoining unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a common element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium. Removal of partitions or creation of apertures under this subdivision is not an alteration of boundaries.*

- B. DAMAGE - Any damage to any Building, Common Area or Limited Common Area caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants shall be the responsibility of the Unit Owner with the understanding that fines will be imposed by the Association and/or it's Executive Board until such a time as necessary repairs or replacement are finalized.

#### 11.0 GENERAL CONDUCT

- A. NOISE - Owners, guests and lessees will be expected to reduce noise levels after 10:00 p.m. so those neighbors are not disturbed. At no time are musical instruments, radios or television to be so loud as to become a nuisance.
- B. SAFETY - Each Unit Owner assumes responsibility for his own safety and that of his family, guests and lessees.
- C. GUESTS - Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Association shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.
- E. AMENITIES. Only residents of the Condominium and their guests may use the Condominium amenities appurtenant to units in the Condominium.

#### 12.0 RENTALS - Rentals of Ferry Landing Condominiums require a lease agreement which includes and identifies the following:

- a. The unit owner shall provide the Board and the manager the tenant's name, number of occupants and rental term. A rental form is attached.
- b. Length of lease to be not less than 6 months duration
- c. Rental of units is limited to a maximum of two unrelated occupants.



- d. All tenants are to be provided with a copy of these Rules and Regulations. A copy of the signed lease and a receipt for the Rules and Regulations are to be forwarded to the Executive Board through Premier Property management within the first 20 days of lease period by the Unit Owner.
- e. A fine of not less than \$100 up to \$500 per month will be levied against the owner for any infraction of this rule.

13.0 VENDING, PEDDLING OR SOLICITATION. No person, including any Unit Owner, shall enter, or go through the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Association. Notwithstanding the foregoing, nothing herein shall be construed as to limit Declarant, or its successors and/or assigns from engaging in such activities in connection with its sales, marketing and/or leasing activities.

#### 14.0 ADMINISTRATION OF THE RULES

F. COMPLAINTS - Complaints of violations of these Rules and Regulations should be made to the Board in writing. If the Board feels that the complaint is justified, they will take appropriate action. The complainant will be notified in writing by the Board as to what action has been taken. A Suggestion-Complaint Form is attached.

G. AMENDMENTS - The Board may revise or amend these Rules and Regulations in any way at any time as conditions warrant, provided that a written communication is sent to each Owner advising her or him of the change.

H. DELEGATION OF POWERS - The Board shall have the authority and duty to enforce these Rules and Regulations, but, in its discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

I. ENFORCEMENT - The Board is authorized, in its sole discretion, to impose monetary fines or penalties for violation of these Rules and Regulations. Further, the Association has the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which, under the circumstances, would be unfair or impractical to enforce.

J. RIGHT TO A HEARING - Any resident, owner, guest or occupant aggrieved by any fine or penalty imposed by the Board will be granted a hearing, provided that said resident requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within twenty-one days of receipt of the written request for hearing, and shall be conducted in a closed session. The party aggrieved, the Unit Owner and/or his/her representative, and the complainant is required to attend the hearing.