

MOORLAND FARM CONDOMINIUM
ASSOCIATION

RULES AND REGULATIONS

Amended July 1st 2017

This edition supersedes all previous editions and amendments

MOORLAND FARM CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

I. FOREWORD

A. GOVERNING DOCUMENTS

The principal internal document governing the ownership and operation of our condominium is the Declaration, dated September 15, 1980. Its main body describes and defines the Condominium property, including significant internal boundaries, and lays out the major rights and responsibilities of Unit Owners. Exhibit D of the Declaration comprises the By-Laws of the Condominium Association, emphasizing the organization and procedures for administration of the property, including the composition, duties and powers of the Unit Owners Association and of the Management Committee.

Article V, Section 6 of the By-Laws authorizes the Management Committee to adopt administrative "Rules and Regulations" consistent with State Law and the Declaration and By-Laws. Presented in Part II below, these provide additional guidance concerning the obligations of everyone on the property, but particularly of owners and tenants.

These documents, the Declaration, By-Laws, and Rules and Regulations, and all amendments thereto apply to "all present and future owners, mortgagees, lessees and occupants of Units in said condominium Project, and their agents, servants, employees, visitors, guests and any other persons who use the property or any part thereof." (By-Laws - Article I, Section 3)

B. ORGANIZATION OF RULES AND REGULATIONS

Part II, the main body of this document, contains the following major sections:

- | | |
|-----------------------------------|----------|
| A. Individual Units | Page 3 |
| B. Common Areas, General | Page 4-5 |
| C. Swimming Pool and Tennis Court | Page 6 |
| D. Rental Matters | Page 6-7 |
| E. Financial Matters | Page 7 |

MOORLAND FARM CONDOMINIUM ASSOCIATION

II. RULES AND REGULATIONS

A. INDIVIDUAL UNITS

1. Principal Restrictions

The purpose of these Rules and Regulations is to create a community for all owners. Living in a condominium requires understanding and cooperation to ensure each owner's Privacy along with a harmonious relationship with all other owners.

No unit owner or tenant shall make or permit any disturbing noises in or about the buildings by family, servants, employees, agents, visitors, and licensees, not permit or participate in any action that will interfere with the rights, comforts, convenience, or quiet enjoyment of other owners or tenants. This includes any loud noise TV, radio, etc. on the premises if the same shall disturb or annoy other occupants of the complex. Quiet hours will be strictly enforced between the hours of 11:00 p.m. and 7:00 a.m.

Owners and tenants must comply with the Declaration's restrictions governing Individual units, and Sections 5, 6 (which define boundaries with common areas), 11, and 12 are particularly important in connection with Unit use, maintenance, and alterations. The Section 12 prohibition against signs shall be construed to include "**For Sale**" and "**For Rent**" signs.

2. Fire Prevention

a. All Owners, Tenants, Guests and Invitees are required to:

1. Comply with the regulations of the New England Fire Rating Association and of the insurance policies covering the buildings and individual units.
2. Ensure that smoke/fire detectors operate properly and supply an annual inspection letter.
3. Maintain at least one fire extinguisher on each level of the unit.
4. Have chimneys cleaned as necessary to prevent excessive accumulation of creosote.
5. Store no combustibles in excess of normal household needs.
6. Ensure that electrical loads are safely within circuit capacities.
7. Barbecues when in use must be placed at least three feet away from any part of the condominium structure. When barbecues or grills are in use, a certified fire extinguisher must be in the area of such use.
8. Promptly report to the Management Committee any fires or other casualties.

b. Nothing shall be done or kept in any unit or in the common elements which, in the opinion of the Management Committee, is likely to cause an increase in the premium cost of the Association's insurance. No Unit Owner shall permit anything to be done, or kept, in his/her unit, or in the common elements, which would result in the cancellation of the Association's insurance or any part thereof, or which would be a violation of any applicable law or regulation. No unit owner shall keep in his/her unit, or allow to be used therein, any flammable, combustible or explosive material, chemical or substance, or other material or substance deemed to be hazardous, except such chemicals, in such amounts, which are normally used for household purposes.

3. Sewage Systems

- a. Toilets are for the disposal only of human waste and toilet paper. (The Condominium sewage system uses drainage pumps, each costing over \$5,000.00, which are easily jammed and damaged by other materials. The results are spillage of raw sewage followed by expensive correction action.)
- b. Do not dispose of any hazardous or polluting materials through household drains.

3. Garages

Each unit is allocated one parking space. For units with garages, the parking space is inside the garage. Units without garages are allocated an outside parking space. There are additional parking places associated with each building. These spaces are for additional parking for the units in those buildings and their visitors. In some cases, these spaces are shared with other units. All owners must share these spaces equally with their immediate neighbors. Care and consideration is essential.

4. Thermostat Settings

The integrity of the water pipes serving individual units is dependent on the units being maintained at a temperature sufficient to prevent these pipes from freezing. Therefore, each unit owner is responsible to ensure that thermostats within their units are maintained at a setting adequate to prevent the water pipes serving that unit from freezing. If a unit or any adjacent unit(s), experience damage as a result of frozen pipes serving that unit, the owner of the offending unit may be held liable for the resulting damage.

B. COMMON AREAS, GENERAL

1. Principal Restrictions

Sections 6 and 7 of the Declaration describe the boundaries of the units and identify the common areas and limited common areas. With these as guidance, owners must observe the restrictions of Section 8, 11, and 12 of the Declaration concerning the use of common areas. The prohibitions against signs includes "For Sale" and "For Rent" signs and shall also include any flags with the exception of the American flag of no greater size than 48 inches x 60 inches. No other objects including statuary or planters, etc. should be placed in the common areas.

2. Motor Vehicles

- a. The maximum speed allowed on the condominium property is 15 miles per hour. Do not exceed this limit or drive so as to endanger persons or property.
- b. All drivers must be licensed, and all motor vehicles on the condominium property must be registered and insured.

3. Parking

- a. "The parking spaces are intended to be used for the parking of private vehicles, and not for trucks or other vehicles or items..." (Declaration Section 11C)
- b. If parking spaces are available, do not park cars on the roadways; never park on the grass. When regular parking spaces are not available, owners whose guests park in the road must ensure that access for emergency vehicles is not impeded.
- c. Ensure that guests do not park in spaces assigned to other units without prior permission.

4. Common Area

- a. Climbing any trees or rocks located within the condominium property is not allowed.
- b. Sporting equipment such as bicycles, roller blades or skateboards may not be left unattended on the condominium property.
- c. Skateboarding and rollerblading are not allowed on condominium property.

5. Trash

- a. Do not dispose of hazardous material in the dumpsters or anywhere else on the condominium property.
- b. Completely enclose all trash in bags or in other containers and place inside the dumpsters. Flatten empty boxes, and bag or tie newspapers in bundles. (Such measures will help to thwart the legions of hungry raccoons and crows and to minimize scattering by the wind when dumpsters are emptied.) If dumpsters are full, hold additional trash until they are emptied. No trash is to be left outside the dumpsters.
- c. Large items such as Christmas trees that do not fit in the dumpster must be disposed of by the owner.

6. Pets (see the City of Newport Ordinances Pertaining to Cats and Dogs – Sections 10-201 through 10-229.)

- a. Pet owners must clean up after their pets. Dogs in particular are not allowed to relieve themselves at any time in the immediate common area, front and rear of any unit.
- b. Pets must be leashed or under the control of the owners at all times when they are on common area.
- c. Pets are not allowed in the swimming pool area or the tennis court.
- d. Unit owners that are disturbed by excessive noise or any unresolved persistent problem may file a complaint with the Management Committee and if the problem is not rectified the pets owner will be subject to fine, after notice and an opportunity to be heard.

7. Use of Common Areas

- a. No hazardous activities are permitted in the common areas; in particular, no weapons of any kind may be used in the common areas.
- b. Without written permission from the Management Committee you may not use any part of the common area for storage of any kind; this includes Storage boxes, planters and any planting of trees, gardens, etc. No items are to be stored on the entranceways, or porches/decks that may affect the integrity of the structure. This includes heavy planters, large piles of firewood or other heavy items. Owners with enclosed, limited common area courtyards are responsible for the maintenance of the landscaping and planting within the enclosed area. In these areas, owners must keep the trees and shrubs trimmed at least 12 inches clear of structures and outside boundaries of the Courtyard.
- c. Do not use the common areas for any type of selling activity such as "garage sales" or for drying or airing clothing or other material with or without clotheslines.
- d. Do not feed wild animals. To avoid attracting rodents, arrange bird feeder installations so as to inhibit spillage or seed to the ground.

8. Association Employees

Unless specifically authorized by the Management Committee, do not attempt to direct, supervise, or in any manner assert control over persons employed by the Committee.

C. SWIMMING POOL AND TENNIS COURT

1. General

- a. Use of the pool and tennis court is restricted to unit owners, unit owners' guests, and unit owners' tenants and is at the user's risk.
- b. Fifteen (15) people is the maximum number of individuals allowed in the pool area at any one time.
- c. No person(s) should attempt to scale the pool fence at any time.
- d. One set of keys will be issued to each unit. In case of loss, a replacement fee will be charged.
- e. Obey posted rules, and pick up own trash upon leaving.

2. Swimming Pool

- a. Parents are responsible for supervision of their children.
- b. Children under the age of 15 must be accompanied by an adult; when the adult leaves, so must the children.
- c. No balls or other play things are permitted in the pool.
- d. No pets are allowed in the pool area.
- e. No glass objects of any type are allowed in the pool area.
- f. If no one else remains in the pool area when you leave, please lock the gate.

3. Tennis Court

A reservation sheet is posted at the court gate. Each unit is entitled to reserve one block of time per day, with a limit of one hour for singles and one and half hours for doubles. Reservations become void after ten minutes. Proper tennis attire and tennis shoes should be worn at all times.

D. RENTAL MATTERS

Note: In this section the word "rent" and its derivatives are used as synonymous with "lease", "license for use or occupancy", etc., and their derivatives.

1. Principal Restrictions

Section 12 of the Declaration, as amended, contains the principal rules governing rental of units. Owners and tenants must comply with these rules and with all other provisions of the Declaration, including the By-Laws, and these Rules and Regulations. (RI General Laws 34-36-34).

2. Administrative Procedures

- a. Owners wishing to rent units must obtain written approval from the Management Committee before doing so. Owners must give prospective tenants copies of the Rules and Regulations and of Sections 5 through 12 of the Declaration and make every effort to ensure that the tenants understand their obligations as set forth in said documents.
- b. Each owner's request must be submitted to a member of the Management Committee in writing at least seven (7) days before the initial date of occupancy specified in the rental agreement. The "Notification of Intent to Rent" form (page 8) and "Tenant Certificate" (page 9) must be forwarded to MFCA completed and signed by the owners and tenants.

- c. Owners who rent units must be available to the Committee in case problems arise. If an owner expects to be unavailable for more than one month, he must designate a representative, giving the Committee his designee's name, address and telephone number.
- d. Units may not be rented for more than five (5) separate periods in any calendar year.

E. FINANCIAL MATTERS

1. Payment of Common Fees and Special Assessments

- a. Common fees are assessed quarterly, due on the first day of January, April, July and October; they must be paid within 30 days of those dates. Any special assessment(s) levied must also be paid within 30 days of their specified due dates. Late payments shall incur interest as set forth in the By-Laws.
- b. Accounts more than sixty (60) days past due may be turned over to legal counsel for collection and/or foreclosure.

2. Violations of Condominium Documents

- a. Unauthorized Changes: In the case of any change made to the exterior of an individual unit or to the common areas in violation of the Declaration or Rules and Regulations, the Management Committee, after notice and an opportunity to be heard, may impose a fine against the unit owner as set forth in the Rhode Island Condominium Act (the "Act"), in addition to the cost to restore the property to a condition satisfactory to the Committee. All aspects of the restoration will be under the direction of the Management Committee. The Act provides for daily fines of up to \$100.00 for continuing violations and up to \$500.00 for other violations.
- b. Other Violations: If the Unit Owner does not correct the violation within thirty (30) days after written notice by the Management Committee, the Management Committee, after notice and an opportunity to be heard, may impose a fine against the unit owner as set forth in the Act. If the violation presents a threat to health or safety, or threatens harm to any portion of the Condominium improvements, the Management Committee may waive or reduce the thirty (30) day notice period in its discretion.
- c. Other Measures: In addition to the fines and penalties noted above, the Committee reserves its entitlement to all other remedies under State law, including enforcement through court action. Any and all costs associated with the enforcement of the Declaration, By-Laws or these Rules & Regulations shall be the responsibility of the offending owner.