

**ADDENDUM A:  
Misty Harbor Condominium  
RULES AND REGULATIONS**

All use and maintenance of the condominium shall be conducted in a manner consistent with the quiet comfort and convenience of the occupants of other units and in accordance with the Rules and Regulations.

**A. PARKING:**

1. Each unit has two designated parking spaces.
2. Residents must affix a Misty Harbor parking pass to the windshield-mounted rear view mirror of their vehicle while parked on the premises. Two passes are issued per unit. Vehicles without passes will be viewed as non-resident and may be towed at owner's expense.
3. No on-site guest parking is available.
4. Vehicles parked in fire lanes, blocking the dumpster, or in any other non-designated space will be towed at the vehicles' owner's expense.
5. Trailers, campers, and boats are excluded from parking in the condominium parking lot.

Violations of any of the above stated rules may result in a \$250.00 administrative association penalty.

**B. PETS:**

6. No pets are allowed.

Violation of above stated rule may result in a \$250.00 administrative association penalty.

**C. SAFETY:**

7. Walkways/entrances of the building shall not be obstructed or used for any purpose other than ingress to and egress from units.
8. No bicycle, similar vehicles, toys, or other personal articles shall be allowed to stand in the common areas.
9. Each owner/occupant shall keep his/her unit and any limited common areas in good state of preservation and cleanliness and shall not sweep, throw, or let fall, any dirt or other substance from the windows, doors, or decks.
10. No owner/occupant shall at any time enter upon or attempt to enter upon the roof of the building.
11. No owner/occupant shall interfere with any portion of the common lighting apparatus in or about the property.
12. No units owner/occupant/guests shall at any time bring into or keep combustible or explosive fluid, material or substance, except such lighting or cleaning fluids as are

customary for residential use.

13. No "outside" barbecue grills may be used on the exterior decks or within units. Grilling may be done on the ground level walkway in front of each unit in an open space area, not in the area underneath the decks. Grills must be attended while ignited.

14. All garbage and refuse shall be deposited with care in the dumpster. No furniture or large items are permitted to be placed in the dumpster. Such items must be disposed of by an individual owner/occupant at his/her own expense. Failure to adequately remove such items shall be removed by the Association and any associated costs for removal shall be charged to a unit owner accordingly.

15. Toilets, shall not be used for any purpose other than for which they were constructed. Sanitary napkins, tampons, ashes, paper, sweepings, etc., are NOT to be deposited in toilets. The occupant of the unit causing damage to toilets or other water apparatus shall pay for any repairs resulting from misuse.

16. All radio, television, or other electrical equipment of any kind installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner/occupant alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

17. The management company or its designee shall have the right to access any unit for the purpose of making inspections, repairs, replacements, improvements or to remedy certain conditions which would result in damage to other portions of the building.

18. No one shall remove or deface required postings installed by the Association.

Violations of any of the above stated rules may result in a \$250.00 administrative association penalty.

#### **D. Nuisance / Noise / Conduct:**

19. No offensive activity shall be carried on in the common areas or in any unit nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other unit owners/occupants. No unit owner/occupant shall make or permit any disturbing noises by himself/herself or his/her guests, nor permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners/occupants.

20. No musical instrument or vocal practice or instruction may occur at any time for more than two hours in a day and in no event between the hours of 9 PM - 9 AM.

21. Excessive noise is prohibited by law and monitored by the City of Newport both criminally and civilly, which can result on penalties and/or fines on an individual owner and/or the Association. (a) Any such fines assessed to the Association shall be levied against the individual unit owner where the Municipal violation originated. (b) In addition, any expenses incurred by the Association related to the Municipal violation, including but not limited to legal expenses, shall also be levied against the individual owner.

(c) Any Unit Owner that has two (2) or more municipal noise/nuisance type violations in one calendar year is considered offensive behavior under these Rules and Regulations and is therefore violating the within rule, which subjects that unit owner to the specific administrative penalty defined below.

22. Clothes, clotheslines, sheets, blankets, laundry, rugs, or any kind of other articles shall NOT be hung out of a unit or exposed on any part of the common areas. The common areas shall be kept free and clear of all rubbish, debris, and other unsightly materials.

23. Any damage to buildings or common area caused by moving or carrying any article therein shall be paid for by the unit owner responsible.

Violations of any of the above stated rules may result in a \$500.00 administrative association penalty.

**E. Lease Filing / Registration:**

24. Any owner who rents out their unit must provide tenants with the below:

a. Misty Harbor Condominium Rules and Regulations. These rules and regulations must be attached as an addendum to the lease agreement and be signed by tenants.

b. Misty Harbor Condominium Tenant Registration Form. This form must be completed by owner and tenant and returned to the Misty Harbor Secretary within one week of occupancy.

c. City of Newport Ordinance: Rental Property.

**NOTE:**

\* The owner is responsible for issue and return of the above documents.

\* The city of Newport mandates that any owner renting their dwelling for a period of less than 6 months register this rental with City Hall. It is each unit owner's responsibility to file the necessary required documents with the City of Newport.

25. Unit owners or their designated agent are responsible for inspecting the interior and exterior of their unit for safety and upkeep. This inspection must be done at the end of a leased period and is recommended periodically during a leased period. It is each Unit Owner's responsibility to keep his/her Unit in good repair so as not to cause any damage, devaluation, etc. to the common areas.

Should the exterior of the building and/or any common area of a Unit, (i.e. screen, door, shades, etc.) be in disrepair, the Association shall notify the Unit Owner of such and request that the Unit Owner make those necessary repairs him/her or their designee, guest, tenant, agent, etc. caused to the exterior. Failure to make such necessary repairs in a specified time shall cause the Association to make the necessary repairs and it will be the Unit Owner's individual responsibility to bear any and all costs associated with making that repairs including collection of the costs.

Violations of any of the above stated rules may result in a \$250.00 administrative association penalty.

**F. General:**

27. Signs, flags, banners, awnings, canopies, shutters, enclosures, or radio/television

antennas shall NOT be affixed to or placed upon the exterior walls, doors, roofs, or any part thereof, or exposed on or at any window.

28. No unit owner/occupant shall do any painting or decorating of the exterior of the buildings or make any alterations or construct any improvements to exterior or landscape of the buildings or property without prior consent of Association.

**G. Right of First Refusal:**

29. The Association has the right of first refusal with respect to the all sales of Units. In the event an owner of a Unit accepts an offer to sell the Unit, the Owner MUST give notice of the proposed sale and a copy of the signed purchase and sale agreement between the Owner and the prospective purchaser. The Association has ten (10) business days after receiving said Notice and a signed copy of the said purchase and sale agreement to exercise the right of first refusal and purchase the Unit on the same terms as set forth in the said purchase and sales agreement. The Association's failure to exercise the right of refusal in a timely manner or to respond following receipt of the said notice and proposed agreement constitutes the Association's failure to exercise its right of first refusal.

WE LIVE IN THE SAME COMMUNITY. THE RULES AND REGULATIONS ARE DESIGNED TO REINFORCE THE ESSENTIALS OF SUCCESSFUL AND COHESIVE COMMUNITY LIVING THAT WILL MAINTAIN THE VALUE AND ENJOYMENT OF OUR PROPERTIES.

These Rules and Regulations promulgated pursuant to the Misty Harbor Condominium Documents and By-laws and by R.I.Gen. Laws. and are effective as of September 1, 2004.