

RIVERFRONT LOFTS CONDOMINIUM OWNERS ASSOCIATION

RULES AND REGULATIONS

Revised February 15
2023

Recognizing that the quality of life in our community is improved if all members of the community respect certain standards of conduct in those matters that affect all who live here, the Association of homeowners has adopted the following Rules and Regulations for all who reside at Riverfront Lofts.

1. Offensive Activities. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, pets, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons or pets that will unreasonably interfere with the rights, comforts or convenience of other Unit Owners. These provisions shall be such to the provisions of the Declaration.
2. Alarm Systems. Any Unit Owner may install a burglar alarm or other security system in his or her Unit provided that no such system contains an alarm which will unreasonably disturb other Unit Owners if the system is activated. Alarm systems which are audible outside the Unit are not permitted.
3. Use of the Condominium. No part of the Condominium shall be used for any purpose other than the purposes for which it was designed and for uses specifically permitted in the Declaration.
4. 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 or for any portion thereof without the prior written consent of the Executive Board. 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 Property or any part thereof or contents thereof, or which would be in violation of any law. No waste shall be permitted in the Common Elements.
5. Dangerous Materials. No Unit Owner shall permit or keep in his or her Unit any flammable, combustible or explosive material, chemical or substance, except such commercial products required in normal household use, or, in the case of the Commercial Unit or Units. No propane tanks are allowed inside the building. No propane or charcoal grills are allowed on exterior balconies, decks or outside spaces.

6. Garbage and Refuse. In order to ensure that space is available in the garbage and recycling dumpsters for all unit owners and their tenants, only normal everyday trash and recyclables are to be discarded. This includes trash from owners, tenants, contractors, guests.

Owners, tenants, contractors, guests at RFL shall not dispose of furniture, appliances, electronics, bicycles, tires, materials deemed hazardous, construction debris or materials, building items such as windows, doors, screens or other large objects that unduly fill the trash dumpster. Owners are responsible for disposing of these in alternative places, either by a private trash pickup or taking them to the Pawtucket DPW Transfer Station or the Rhode Island Resource Recovery Center for hazardous waste.

In order to provide space for all residents to discard their trash in the garbage dumpster, a limit of no more than five 15 gallon garage bags or their equivalent may be disposed of daily.

All boxes must be broken down and flattened before being placed in the recycling dumpster.

Any owner in violation of this Rule may be charged the cost of removing the offending trash/recycling from the dumpster. This may include the cost of arranging for a supplemental garage pick up. **(Approved by the Executive Board April 6th, 2020)**

7. Water Beds. Waterbeds are prohibited except on the ground floor of the building. The Owner of any Unit in which there is a waterbed shall be liable for any damage or cleanup resulting from any waterbed.
8. No Personal Items may be left in the common areas except such portions of the common areas as may be specifically designated by the Executive Board for this purpose.
9. Preservation and Cleanliness. Each Unit Owner shall keep his or her Unit, terrace and deck to which he or she has sole access in a good state of preservation and cleanliness and shall be responsible for use and care for same.
10. Maintenance of Heat in Cold Weather. Each Unit Owner shall keep his or her Unit heated to a minimum temperature of at least 55 degrees at all times during cold weather, whether or not the Owner is in residence, so as to prevent the freezing of water pipes serving his or her Unit or other Units.
11. Pets. Domestic pets may be kept in a Unit by the Owner of the Unit only, so long as they do not make noise which unreasonably disturbs any other resident and so long as they do not behave in the Common Elements in a way that is offensive. Pets may not create or constitute a nuisance and must be house trained unless kept in a suitable container. No animals, reptiles, birds or insects of any kind shall be raised or bred in any Unit or in the Common Elements. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash. Residents are responsible for cleaning up after their pets. Renters are not allowed to have pets. The Executive Board may limit the number of pets and establish other rules and regulations for the keeping of

pets. The Executive Board may require an owner to remove his or her pet from the Condominium for failure to abide by these Rules and Regulations. See Guidelines.

Renters may have up to three (3) cats as long as they have the unit owner's permission. **Approved by the Executive Board, October 10, 2010**

Owners must hold their dogs or leash them at all times when outside owner's unit. Owners are required to control their dog's barking. None of the interior or exterior premises may be used for dog elimination, specifically, landscaped (including mulch and gravel) areas, interior halls and stairs and outside walkways and stairs, garage and courtyard areas. If accidents happen, owners must scoop and/or clean and deposit appropriately. **Approved by the Executive Board, April 24, 2014**

Dogs and cats shall be registered with the Association. (Forms are available from Property Manager.) **Approved by the Executive Board, April 24, 2014**

12. Visible Fixtures and Projections. No radio or television aerials or other projections shall be attached to the outside walls or roofs of the building and no blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of the premises without the prior written approval of the Executive Board and during the first two years following the certification of improvements, by the Rhode Island Historic Preservation and Heritage Commission, except that original equipment may be replaced in kind.
Any such item which is attached to, hung or used on the exterior of the building without the approval of the Executive Board may be removed without notice at the expense of the Unit Owner.
13. Electrical Installations. Electrical installations of any kind (including by way of example television or radio antennae) must fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction over them.
14. Terraces and Decks. No terrace or deck shall be enclosed without the prior consent, in writing, of the Executive Board. See guidelines. **Amended by Board, March 10, 2012**
15. Signs. Except for a single small non-illuminated name sign on or directly adjacent to the front door, no sign, realtor sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, hung or affixed by any Unit Owner or his or her agents, on any part of the outside of the Unit or building (or inside the premises, if visible from the outside) without the prior written consent of the Executive Board.

Signs approved for commercial identification: Cristallo Signage, #15892, 7.9" x 6: with 4 anchors available from TopDeq. www.topdeq.com. The signs must be centered under the jewelry molds. **Added by Vote of the Executive Board April, 16, 2007**

16. Vehicles and Parking. All vehicles belonging to an Owner, or to any employee, agent, visitor or licensee shall be parked in the spaces assigned or provided, and no such vehicle shall be parked in such a manner as to impede or prevent ready access to the Garage or to any other parking space on the Property.
- a. No vehicle of any kind shall be parked in, stand in, or be allowed to block the driveway.
 - b. The Association assumes no responsibility or liability whatsoever for the loss or damage to any automobile or vehicle while parked on the Property.
 - c. The storing of any automobiles without current license plates and registration is prohibited by City of Pawtucket ordinance. Any such vehicle stored or placed on the Property for a period exceeding 3 days violates the ordinance and can be towed at the Owner's expense without prior notice to the Owner and with no liability on the part of the Association or its agents. **Amended by Board, March 19, 2012**
 - d. All vehicles belonging to an Owner shall be parked in their assigned deeded spaces. Any employee, agent, visitor or licensee shall park in visitors' parking spaces or spaces assigned to the Owner. Owners shall not park in visitor spots except for loading and unloading. There shall be no overnight parking by owners in a visitors spot without permission of the Board. No vehicle shall be parked in such a manner to impede or prevent ready access to the garage or to any other parking space on the property.
Approved by the Board, November 25th,2022
17. Access to Units. The Executive Board or its designee shall have the right of access to any Unit for the purpose of preventing damage from hazards and of preserving the health and safety of the community or to remedy certain conditions which would result in damage to other portions of the building. In the event it finds vermin, insects or other pests, it may take such measures as it deems necessary to control or exterminate same.
18. Duplicate Keys. The Management Company should have a duplicate key, or, in the case of an unkeyed lock, the means of access and alarm codes for each unit. The keys will be kept in a locked box and will be used on in the event of any emergency and other wise only as authorized in writing by the Unit Owner. **Amended by Board March 19, 2012**
19. Approvals Given. Consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Executive Board.
20. Complaints. Complaints regarding violations of these Rules and Regulations, including complaints as to the management company, service personnel, the Declarant, contractors or visitors shall be made by the Complainant as follows:
- a. Call the Unit Owner and ask that the violation cease.
 - b. Write the Unit Owner, with copies to the Executive Board, noting the nature of the violation and asking that it cease.

- c. Call or write the Management Company or Executive Board. Upon receipt of the complaint, the Executive Board will cause a Notice of Violation to be sent to the Unit Owner (and, if the Unit is rented, to the lessee), Declarant, or contractor in accordance with the Association's Violation Procedures (See #27 below). If the complaint is about the Management Company or service personnel, the Executive Board will take such action as may be warranted to address the complaint, and will notify the Complainant of the action taken.

Your Association most strongly suggests that the first two steps be taken initially. Should they fail, then employ the third step.

21. Non---Discrimination. It is illegal to discriminate against any person or persons in the sale, rental or lease of property on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, country of ancestral origin, disability, age, or familial status, or because of the race, color, religion, sex, sexual orientation, gender identity or expression, marital status, country of ancestral origin, disability, age, or familial status of any person with whom they are or may wish to be associated. All owners, tenants, occupants and members of the Condominium Owners Association and the Executive Board of Riverfront Lofts Condominium, shall at all times comply with the provisions of the Federal Fair Housing Law and the Rhode Island Fair Housing Practices Act, as they may be amended from time to time. **Substitute made for earlier statement. Approved by vote of the Executive Board January 2, 2007**

22. Moving Unit Possessions In and Out of the Building. **Approved by the Executive Board March 3, 2006, Amended August 27, 2007, November 26, 2007 and October 19, 2009**

To protect the building Common Elements from damage during the process of moving the possessions of occupants in or out of the building, the Association requires that all Unit Owners comply with the following rules.

All damage done to the common areas of the building either interior or exterior during any move is the sole and complete responsibility of the Unit Owner who is moving possessions from her or her Unit. This policy also applies to the Unit Owner when possessions are being moved by his or her tenant.

- a. At the time a Purchase and Sale is signed, the seller (Unit Owner) will give the buyer a copy of the Rules and Regulations and the Moving Information Sheet. A current copy of the Rules and Regulations may be obtained from the Property Manager.
- b. When a rental agreement has been signed, the Owner must provide the Renter with a copy of the Moving Information Sheet as well as Rules and Regulations.
- c. The Unit Owner and the Unit Buyer must notify the Property Manager of the move at least 5 days prior to the move out (Unit Owner) and the move in (Unit Buyer or Unit Renter) dates. The fine for failure to provide this notification is up to \$200.
- d. A refundable damage deposit of \$500 must be paid to the Association at least 3 days before the move by both the person moving in and the person moving out. This deposit

will be held by the Association and returned within 5 days after the Common Elements affected by the move have been inspected by the Property Manager or a Member of the Association's Executive Board, or its designee. The inspection will occur within 24 hours after the Property Manager is notified either by email, in writing or in person that the move is complete. The determination of the damage and cost of the repair will be made entirely by the Property Manager and the Association's Executive Board.

- e. The Unit Owners who are moving possessions are responsible for protecting all interior and exterior Common Elements, including, but not limited to floors, doors, wall and ceiling in the interior hallways; the elevator interior and doors; and building entrance door, as well as all exterior walkways, patios, driveways, landscaping, lighting or any exterior area affected by the move.
- f. Each Unit Owner must provide the Association with a copy of a liability insurance certificate in a minimum amount of \$500,000 from the owner's moving company naming the Association as a named insured at least 3 days prior to the move. If no moving company is involved, the Unit Owner must provide this insurance certificate.

23. Open Houses to Sell Units. Approved by the Executive Board May 25, 2006 and Amended November 26, 2007.

For security purposes, if a Unit Owner or an Owner's brokerage agent wishes to hold an open house in order to market a unit that is for sale (or lease), the Owner and/or the Owner's agent must:

- a. Notify in writing or by email the Association Board President and the Property Manager of the date and time of the Open House not less than 5 business days before the day of the Open House.
- b. Post no signs on all walls, nor block hallways with any standing signs.

The Property Manager will notify all owners of the time and date of any open house by email.

24. Construction Work within Units and Building. Approved by the Executive Board June 19, 2006

Unit Owners are responsible for notifying the Executive Board in advance of construction work within their units in accordance with the Association documents (see paragraph 8.4 and other paragraphs as applicable of the Declaration of Condominium of Riverfront Lofts Condominium), for obtaining prior written approval of the Executive Board and for providing the approximate schedule of construction work. This information is required for the overall safety and appearance of the buildings. Whether the work is accomplished by subcontractors or by the owner him or herself, construction debris should be disposed of by the subcontractor or owner in an appropriate manner. This construction debris is not to be disposed of in the Association's dumpster or trash area. Further, damage done to the Association Common Elements, which include walls, doors, elevator, stairways, floors, lighting fixtures by the transport of construction materials either into or outside the building is the responsibility of the Unit Owner and payment for the repair of any damage will be assessed to the violating Unit Owner.

Large construction projects internal to a unit such as a complete build-out or any other construction project may require special terms, conditions and restrictions in accordance with paragraph 8.4 of the Declaration to cover additional Common Elements cleaning, extraordinary Common Elements wear and tear, to include increased elevator usage, potential damage to the Common Elements and construction parking requirements.

Approved by Executive Board October 16, 2006:

Any Unit Owner who modifies the construction of his or her unit must submit to the Board a Certificate of Inspection by the Association's fire suppression company at the completion of the construction project.

Approved by the Executive Board August 28, 2008:

When construction in a Unit involves plumbing and electrical work, the Association requires copies of the plumbing and electrical signed off inspections.

Approved by the Executive Board June 4, 2007:

The Executive Board may require a refundable deposit of up to \$1,000 to be held until construction is completed. Costs to cover additional Common Elements cleaning, extraordinary Common Elements wear and tear, to include increased elevator usage, damage to the Common Elements and penalties for violations to construction parking rules may be deducted from the deposit by the Executive Board.

Approved by the Executive Board February 27, 2017: In making an application for approval of construction, an owner or their designer/architect is required to appear at a Board meeting to present the project with drawings, if appropriate, and to answer questions. 25. Leasing.

Approved by the Executive

Approved by the Executive Board March 1st, 2021: Owners who are planning such work that may interfere with other unit owners' peaceful enjoyment of their unit, including but not limited to excessive construction noise or fumes from painting or refinishing, must supply the management company with a noise and/or ventilation mitigation plan by 5 calendar days before the commencement of the work.

25. Leasing. **Approved by the Executive Board February 20, 2007, Modified October 27, 2008 At a Special Meeting of Owners called for that purpose on February 19, 2009, and September 14, 2011 Article II, Section 2.6 of the Declaration was amended. The Amendment is summarized below.**

The Association is restricted to no more than 7% (four) rentals at any one time. However, from September 15, 2011 until July 23, 2014, up to 20% (12) units may be leased including those owned by the Declarant. As Declarant transfers property during this period the overall number of units will decrease accordingly. As leases expire after July 24, 2014, the number of leased units will return to no more than 7% (4) unless further action is taken.

All leases must be in writing and shall be for a term of 1 year which may be renewed for no more than 1 additional year. After 2 years, the Unit Owner must relinquish his/her right to rent and re-enter the rental waiting list on terms defined below. Leased units are limited to no more than 3 unrelated individuals. Unit Owners must own their unit for at least 12 months before they may lease. Tenants may not sub-lease.

Sprinkler cages in the unit to be leased are mandatory before permission to lease will be granted.
Approved by the Board, August 22, 2011

Upon application, the Executive Board may grant "Permission to Lease" to a Unit Owner. If the unit is not rented within a 3-month period, permission will go to the next person on the rental queue and the Unit Owner whose permission has expired must reapply.

A Unit Owner who is eligible to rent and declares his/her intention to rent for at least one year without right to extension is exempt from this 3-month rule and may take up to one year to exercise his/her right to rent on the condition that the total period from permission to rent until end of rental period is under two years.

Rental Queue: The order of the rental queue is determined by the date on which an owner enters the queue, with the following qualifications:

- Unit Owners renting for the first time have priority and Unit Owners wishing to rent again have lower prioritization based upon previous accumulative rental opportunity.
- In the event that an owner's name becomes first in the rental queue and the owner chooses not to exercise this opportunity, this action has the same effect as if they have rented for one year.
- If a Unit Owner wishes to renew a yearly lease for a current tenant in good standing (beyond the 2-year period defined above) and becomes first in the rental queue, s/he may do so 90 days or less prior to the termination of the current lease.

26. Collection Policy. **(Summary of Article VI, Section 6.10 of the Declaration) Approved by the Executive Board May 7, 2007.**

Board May 7, 2007.

A. Timetable

- i. 1st Day of Month—Condo assessments are due (ACH debit will take place on the 5th of the month)
- ii. 6th Day Past Due—Late charge of \$25 per month will be assessed, plus any applicable interest. Written notice will be sent to the Unit Owner by the Property Manager
- iii. 60th Day Past Due—Certified legal demand letter will be mailed. Legal costs will be assessed to the Unit Owner

iv. 90th Day Past due—Legal action will commence for the total of:

---Unpaid fees, plus any applicable interest

---Late charges

---Legal fees including lien recording and foreclosure proceedings

All associated fees shall be the Unit Owner's responsibility. To cease legal proceedings, the

Unit Owner must remit all charges and fees due, as well as all legal and related costs.

B. ACH. Unit Owners are required to participate in the automatic debit of assessments.

Amended by the Executive Board March 2, 2020

C. Water Meter Readings. Unit Owners are required to report their water meter readings four times each year after being notified by the property Manager. An estimate will be made of the first failed meter reading. A fine of \$25 will be imposed for the second failed reading and authorized personnel will enter the unit and read the meter. **Approved by the Executive Board September 11, 2007**

27. Violations Policy and Procedures. The Executive Board may impose and assess fines against a Unit Owner as a method of enforcing the Association's Declaration, Bylaws, and Rules and Regulations. Such fines may include but are not limited to daily fines for continued violative conduct in the future. Notice and opportunity for a hearing must be provided to an alleged violator before a fine is imposed and assessed. A unit owner who wishes a hearing must notify the Executive Board within 2 weeks of receiving such notice of violation.

28. Satellite Dishes and Antennae Installation. The Lebanon building, as part of the Exchange Street Historic District, is listed on the National Register of Historic Places. Given this Historic Designation, there can be no satellite dishes, or antennae installed anywhere on the exterior of Riverfront Lofts Condominium. **Approved by the Executive Board March 21, 2013**

29. Capping of Plumbing Lines. Unit Owners may not leave any sewage, water or any other plumbing line uncapped when it is not affixed to a fixture. Unit Owners must use a licensed plumber to cap such line and must provide a receipt to that effect to the Property Manager. Any violation of this Rule may result in the levy of a fee assessed on a daily basis until such proof of capping is provided. **Approved by the Executive Board August 5, 2019**