

**RULES AND REGULATIONS  
OF  
MOUNT VERNON CONDOMINIUM**

**EXHIBIT D  
TO DISCLOSURE STATEMENT**

# RULES AND REGULATIONS FOR

## MOUNT VERNON CONDOMINIUM

### GENERAL REGULATIONS

1. Each Unit Owner shall comply with all applicable laws, ordinances and regulations and shall save the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for any violation thereof.

2. Except for the sales activities of the Declarant, no business activity, nor any other activity which might involve a nuisance to any Unit Owner, whether or not any such activity is designed for profit, shall be permitted on the Property.

3. No garbage cans, trash barrels or other obstructing personal property shall be placed in the Common Elements, nor shall anything be hung or shaken from the windows. No accumulations of rubbish, debris or unsanitary material shall be permitted in the Common Elements, except in designated trash storage areas. No personal property shall be stored in the Common Elements, except in the storage compartments which are assigned to each unit as provided in the Declaration.

4. Trash shall be placed in properly tied, non-leaking garbage bags (for sanitary purposes) and disposed of in designated areas, including recycle bins. Cardboard must be broken down. Our waste vendor must be called for disposal of large items such as appliances, furniture, etc. The owner is responsible for scheduling pickup and putting the items on the curb the night before pickup.

5. The removal of refuse or litter created in the Common Elements by any Unit Owner shall be the responsibility of such Unit Owner, and if not removed, the Association may charge such Unit Owner for the costs incurred in the removal of refuse or litter. Unit Owners will use their best efforts to prevent the Common Elements from becoming unsightly.

7. Damage to the Property caused by the moving or carrying of articles thereon shall be paid for by the Unit Owner or person in charge of such articles. Damage to the property of others, including the Common Elements, resulting from misuse of such facilities, of any nature or character whatever, shall be paid by the Owner of the Unit to or from which the articles were being transported.

8. Hallways, sidewalks, stairways, elevators, parking garage and other portions of the Common Elements used for access to and from parking stalls shall not be obstructed or used for any other purposes than for ingress to and egress from the Units.

9. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements; nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners. No Unit Owner shall make or permit any disturbing noises to be made on the Property by family or guests.

10. Each Unit Owner shall keep his/her Unit, and all limited Common Elements assigned to such Unit (if any), in a good state of cleanliness.

11. The toilets, and other plumbing shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers, ashes or other substances shall be thrown therein.

12. Neither water nor any other utility provided by or paid for by the Association shall be wasted by any Unit Owner.

13. No Unit Owner shall interfere in any manner with any portion of the common heating or lighting apparatus in the building or anywhere on the Property.

14. Any Unit Owner wishing to install a satellite dish must check with the Board of Directors prior to placement.

15. For security purposes, Unit Owners shall not place identification or other signs in any place in the Building except in the unit directory or on the mailbox provided for the use of the Residential Units respectively occupied by them. Unit Owners' names shall not appear in a permanent fashion anywhere in the building except on their door, mailbox or in the electronic directory.

16. No shades, awnings or window guards shall be used on the balconies except as shall be approved by the Association.

17. Unit Owners shall close all windows when necessary to avoid possible damage from storm, rain or freezing temperatures.

18. Unit Owners, occupants or their employees or guests shall not at any time enter upon the roof of the Building without permission of the Association.

20. Nothing shall be done or maintained on the Property that will increase the rate of insurance for the Property or contents thereof. No Unit Owner shall permit anything to be done or kept in his Unit or in the Limited Common Elements which will result in a cancellation or increase in the cost of insurance on the Property or contents thereof, or which would be in violation of any local, state or federal law. Examples of prohibited activities under this section include but are not limited to, (i) keeping an open flame larger than a standard-size candle, (ii) using water or other Association-paid utilities in an unreasonable fashion that results in a minimum 10% increase in cost over the immediately prior measurement period allocated to such utilities, or (iii) illegal drug use or distribution.

21. No "For Rent" or "For Lease" signs or other window displays or advertising shall be placed on any part of the Property. "For Sale" signs no larger than 36"x24" may be placed on the 3<sup>rd</sup> Street front lawn.

Rental of units:

There shall be no transient or short term rental of any Unit in the Condominium. All rentals shall be under a written lease and shall have an initial term of at least one year. The Owner shall be responsible for conducting background checks on the Tenant(s), making sure that there will be no rental to anyone with a Felony on their record. The Unit owner shall upon rental of a unit provide a copy of the lease to the Management Company for the Association along with contact information for the Tenant. The Owner is responsible to provide the Tenant with copies of the Bylaws and Rules and Regulations for the Association. The Unit Owner shall be responsible to the Association for the conduct of the Tenant. Any damage to the Common Area by the Tenant shall be the responsibility of the Unit Owner leasing the property.

22. No Unit Owner shall alter, impair, or remove any item from the Common Elements or the Limited Common Elements without the prior written consent of the Association. No Unit Owner shall paint, stain or otherwise change the color of any exterior portion of the building.

23. No additional building, tent or structure of any kind shall be placed, erected, kept or maintained on the Property.

24. Unless the Board of Directors gives advance written consent in each instance, Unit Owners shall not install or operate any machinery, refrigerating or heating device or air conditioning apparatus, except for common household appliances and existing equipment, in any Unit, or use or permit to be brought into any unit any gasoline or other explosives or inherently dangerous articles.

25. The Board of Directors shall retain an extra key to each Unit for use in emergency situations. Keepers of the spare keys are listed on the bulletin board. If not an emergency or threat to public safety, any Unit Owner may only change a lock after receiving permission from the Board and at their own expense. The Unit Owner must then supply a new extra key for emergencies to the then-applicable keeper of the spare keys. If a lock is changed contrary to this section, the Board of Directors may require the Unit Owner to change the lock again at the Unit Owner's expense.

26. The agents of the management company and any contractor or workman authorized by the management company or its agent, bearing proper identification, may enter any Unit at any reasonable hour of the day, after notification (except in case of emergency) to the Unit Owner or Occupant, for the purpose of correcting any condition which presents a danger of serious loss or damage to the Property or injury or death to any person. No non-Unit Owners or non-Occupants should enter any unit they do not own without a resident or management company representative present.

27. No animals of any kind shall be permitted or retained on the Property, the Common Elements, or in any Unit, except for 'service animals' as defined under Titles II and III of the federal Americans with Disabilities Act. 'Service animals' include a guide dog/seeing-eye dog, a hearing signal dog, a psychiatric service dog (i.e. a dog that reminds a person to take medicine, performs safety checks of the room, keeps disoriented persons from danger), a sensory signal dog (i.e. a dog trained to assist a person with autism), or a seizure response dog. 'Service animals' are not considered to be pets. 'Comfort animals' are not 'service animals' and are therefore not allowed under this section. 'Comfort animals' provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities.

28. Occupants are responsible for the conduct of their guests, and shall apprise such guests of these Rules and Regulations. Unit Owners bear ultimate responsibility for the behavior of guests (even if the Unit Owner is an absentee owner).

29. In furtherance of the Association's responsibility to protect the health, safety and welfare of all residents of the Property, no smoking shall be permitted anywhere on Association property. Unrestricted smoking on the Property may result in unnecessary second-hand smoke being distributed to other Unit Owners, Occupants, and guests, and also increases the risk of damage, injury or death from fires started from careless smoking activities.

30. The number of rental units on the Property shall be limited to no more than three at any one time. As of the effective date of these Regulations, there are three grandfathered rental units on the Property. These Unit Owners may continue to rent their Units until the Unit is sold, or if the Unit Owner voluntarily discontinues renting the Unit, upon written notice to the Board. Non-grandfathered Unit Owners may seek authorization from the Board to rent their Units only if one or more of the grandfathered rental units changes to a non-rental, as described in the previous sentence. The Board of Directors, in its sole discretion, may consider granting a hardship variance to this rule, to allow additional rental unit(s), if the Unit Owner is forced to be away from the Unit due to a medical condition, military service, or some other prolonged absence. If a hardship variance is granted the Board may place reasonable conditions on the variance, including an expiration date for the variance.

#### GARAGE AND PARKING AREA REGULATIONS

1. No vehicle belonging to a Unit Owner or his/her guests shall be parked in such a manner as to impede or prevent ready access to any garage stall or other parking spaces. All persons shall obey parking regulations posted by the Association in the garage area and any other traffic regulations promulgated by the Association in the future for the safety, comfort and convenience of the Unit Owners and others using the Property.

2. No Unit Owner shall cause or permit the blowing of any horn from any vehicle in which such person is an occupant anywhere on the Property except as may be necessary for safe operation thereon.
3. No vehicle shall be left standing anywhere on the Property in a non operative condition. No repairs of vehicles will be permitted on the Property, except as may be permitted by the Association in writing. Vehicles may be washed in the back parking lot.
4. The Association reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the respective owners thereof.

#### GENERAL

1. Complaints regarding services provided by the Association or the operation of the Property shall be made in writing to the Association.
2. A Unit Owner may apply to the Association for a temporary waiver of one or more of the foregoing rules and regulations. Such temporary waiver may be granted by the Board of Directors, provided such temporary waiver will not interfere with the rights of other Unit Owners.
3. The Association shall make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness, of the Property and for securing the comfort and convenience of all of the Unit Owners. No such additional or modified Rules and Regulations shall take effect until thirty (30) days after they are communicated in writing to the Unit Owners. Any Rules and Regulations adopted by the Association may be repealed or otherwise superseded by a vote of the majority of the Unit Owners.
4. In the event that a Unit Owner is fined or otherwise sanctioned by the Association for a violation of these Rules and Regulations, the Unit Owner shall be entitled to appeal his/her sanction to the Board of Directors in writing and to be heard by the Board at such time and place as it shall specify.
5. The term Owner as used in these Rules and Regulations shall include lessees and other permanent occupants.