Rules and Regulations
The Village at Mount Hope Bay Condominium Association

In conformance with the VMHBCA Declaration, these Rules and Regulations apply to each Unit owner and all other persons occupying or using a Unit or any part of the Condominium complex. Failure to comply may result in some or all of the following: fines, actions to recover damages, injunctive relief.

A. Ownership and Leases

1. **Use of Property**: All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling provided that its use is limited to the person actually residing in the dwelling, that such use is in strict conformance with the provisions of any applicable zoning law, ordinance or regulation, that no sign indicates the activity and no advertising includes the VMHBCA address, and that no vehicle traffic is a result of the activity. The home office shall have no employees on-site, other than a member of the Resident's household who also resides in the Unit.

2. **Changes in Ownership or Occupancy**: Unit owners shall notify Property Management in advance of any changes of ownership or occupancy (lease) of a Unit.

3. **Leasing of Units**: A Unit may not be leased more than once per year, nor shall any lease be for less than one month. Any Unit Owner who intends to lease a unit shall file a copy of the proposed lease with the Association prior to leasing his/her unit. All rights of the Unit Owner to use any amenity or facility located within the Condominium shall be granted by the lease and transferred to the renters for the term of the lease. The lease shall provide that the lease is made subject to and with the benefit of the terms of the Declaration, the By-laws, and the Rules and Regulations of the Village at Mount Hope Bay Condominium Association, and applicable governmental laws, rules and regulations including, but not limited to, the 55 years or older age restriction of the Tiverton Zoning Ordinance of April 10, 2000. The renters shall certify that they have read and will abide by the Rules and Regulations, a copy of which is incorporated in the Lease.

4. **House Exchange Occupancy of Units**: Owners may participate in House Exchange programs providing that they file a copy of their exchange agreement with Property Management prior to the exchange, and that the occupants comply with all of the policies noted in section A. 3. for Leasing of Units, except that the duration may be for less than one month.

B. Unit Regulations

1. **Insurance**. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance for the Association without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in the Unit, or in the Common Elements which will result in the cancellation of insurance on the Association's master policy or any part thereof or contents thereof, or which would be in violation of any law.

2. **Offensive Activity**: 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 or occupants. No Unit Owner shall make or permit any disturbing noises on the Property by himself, his/her family, guests or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a music player, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners. Any expense incurred to repair, clean or otherwise restore the Common Elements as a result of abuse or misuse by an Owner or occupant shall be the financial responsibility of the Owner.

3. **Animals**:

    i. No animals, reptiles, birds or insects of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that no more than two (2) household pets may be kept in a Unit, provided that (a) they are not kept, bred or maintained for any commercial

purposes, and (b) they do not cause a nuisance or unreasonable disturbance or noise. In no event shall any animal be permitted in any portion of the General Common Elements unless carried or on a leash controlled by the attendant. The person attending the pet must carry appropriate tools and bags with which to properly dispose of the pet feces. Plastic bags must be deposited in designated pet waste receptacles.

ii. In compliance with insurance requirements, and for the safety of all residents, guests, and workers, the following breeds of dogs will be prohibited from being on any property at the VMHBCA at any time:

1. Akita
2. Alaskan Malamute
3. Chow Chow
4. Doberman Pinscher
5. German Shepard
6. Great Dane
7. Mastiff
8. Pit Bull
9. Presa Canario
10. Rottweiler
11. Siberian Huskie
12. Staffordshire Terrier

iii. Renters and house exchange occupants are held to the same standards as owners with regards to animals.

4. **Vehicles**: All vehicles belonging to any Resident shall be parked in their designated spaces, and not in the guest parking spaces in front of the Midrise garage, unless signage indicates otherwise. Guests at VMHBCA townhouses may park for the duration of their visit in nearby paved areas in a manner so as not to damage landscaping or other improvements, block roadways or interfere with the parking privileges of others, provided that such parking must accord with fire codes. The parking of trucks (other than pickup trucks), commercial vehicles, boats and trailers, and campers is

prohibited except in the townhome unit's garage or in the midrise owner's assigned parking spaces. The Association assumes no responsibility or liability whatsoever for the loss or damage to any automobile or vehicle while parked on the Property. The repairing of cars or other vehicles on the Property is prohibited except in an emergency. The parking or storage of junk vehicles is strictly prohibited, and automobiles without current license tags shall be considered junk storage. All parking is limited to paved areas and parking is not permitted to block transit or fire lanes. Vehicles parked so as to obstruct vehicular access to or egress from designated spaces or roadways, or so as to endanger any person shall be subject to towing at the expense of the individual responsible for such improper parking. At all times guest parking must never block the possibility of large waste disposal trucks, construction trucks, or large fire emergency vehicles from access to all roadways within the VMHBCA compound.

5. **Color**: Unit Owners shall not paint, stain, or otherwise change the color of any exterior portion of the building or structures attached to it.

6. **Outside Display**: Wreaths and nameplates may be installed on exterior Unit doors. Wreaths and other seasonal decorations may be installed on doors, walls, balconies, patios and lawn for a maximum of 30 days before and 30 days after a holiday. With these exceptions, without the prior consent of the Board of Directors, (a) Unit Owners shall not affix or display anything on the outside of doors, windows, sliding doors or on outside walls or deck of any Building, and (b) no sign or advertisement, canopy, shutter or radio antenna shall be affixed to or placed upon the exterior walls and doors, sliding doors, deck, roof or windows. No clothes or other materials shall be hung outside a Unit.

7. **Work on Units**: Workmen and contractors may only work in or on units between 8 AM and 6 PM on weekdays, except in case of an emergency or with Board approval. Unit owners working on their Units should also respect these limits. Prior to any alteration or improvement to a Unit other than cosmetic modification (i.e., replacement of carpet, painting of walls, etc.), the Unit Owner must obtain the necessary approvals from the Town and must submit to Property Management the specifications and description of the proposed changes, as well as copies of all permits and the names and addresses of all contractors and subcontractors that will be working on the

Unit. All contractors and subcontractors must be licensed and have adequate insurance coverage. Unit owners must obtain permits to begin. Placement of construction equipment requires Board approval.

i. All modifications to the exterior of a unit must have Board approval. The process requires the completion of an Architectural Request Form. Please refer to the Construction and Renovation Projects document(s) for detailed instructions and all applicable requirements and forms for both non-cosmetic interior alterations or exterior alterations.

8. **Hazard Precaution**: No gasoline, propane, explosives or any other highly flammable materials or hazardous materials shall be stored in a Unit, in its garage (except for propane attached to a grill), or on its balconies.

9. **Duty to Maintain**: Unit owners are required to ensure that heat thermostats are kept at a minimum of 55 degrees F to avoid the probability of frozen pipes and ensuing water damage.

10. **Waste Disposal**:

    i. All garbage, rubbish and debris shall be disposed of in appropriate containers and in designated areas. Except for said designated areas, the Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
    ii. In the Midrise buildings, no garbage cans or recycling bins shall be placed in the halls or on the staircase landings.
    iii. For townhouse residents, no garbage cans or recycling bins shall be placed outside of the dwelling more than 24 hours before or 24 hours after the pickup time.

11. **Access to Units**: Residents shall have a key to the Unit placed with the Property Management in a secure location so that there is access to the Unit in case of emergency pursuant to the Key Policy document.

12. **Dryer Vent Maintenance**: It is the responsibility of the Unit owner to obtain an inspection and cleaning (if needed) of any clothes dryer vents in their Unit

on a bi-yearly basis. Pursuant to the guidelines of the Dryer Vent Maintenance document.

13. **Emergency Generators**: Permanently installed emergency generators are not allowed within Units, the Common Areas and Exclusive Use Common Areas. With the written approval of the Board of Directors, Temporary Portable Generators may be used in emergency situations in accordance with the Emergency Generators document.

14. **Television Antenna or Satellite Dish**: Television and satellite dish installation must adhere to the provisions of the External Fixtures Policy documents. No resident may install a satellite dish or other antenna designed to receive television broadcast signals that is not wholly within their Unit without approval of the Board.

15. **Security System**: The entry Gates, Clubhouse, and Pool are controlled by a central security system. Residents will be given access via various radio frequency technologies. Access for guests is controlled via gate communication. All residents will adhere to the guidelines and instructions delineated in the Security System document.

    Additionally, Gate control during storms, power outages, and for real estate agent access is defined via the Gate Policy document.

16. **Midrise Door Access**: Entry to the Midrise Buildings should be through the central entrances to the buildings. For security reasons, side doors on the north and south sides of each Midrise are set to lock automatically when such doors are closed. Such doors may be used to exit the building, but should not be left propped open for convenient entry by guests or other persons.

17. **Midrise Move In/Out Policy**: Moving into or out of the Midrise buildings, unlike the Townhomes, requires planning and coordination in order to cause the least disruption to the occupants, and to ensure the protection of common area property. All moves into and out of the Midrises must adhere to the attached Midrise Moving Rules document.

C. Limited Common Elements

1. **Balconies, Patios and Terraces**: Each Unit Owner shall keep his/her Unit's balcony, patio and terrace clean and well maintained. No articles other than standard outdoor patio furniture and plants may be stored or kept on any patio (except for grill) or balcony. Grilling on balconies is prohibited. For more information on grilling, refer to the Outdoor Cooking Guidelines.

2. **Patios and Walls**: All patios and walls shall be constructed according to plans that have been approved by the Board of Directors. For more information on patios, refer to the Patios Document. For more information on walls, refer to Walls Requirements Document.

D. General Common Elements

1. **Prohibitions**: Placement and storage of any and all residents' personal property on any part of the General Common Elements is prohibited without prior consent of the Board of Directors.

    i. Additionally, and specifically, pursuant to Rhode Island Fire Safety Codes, Section 8, Means of Egress, Chapter 7 states (in part): 7.2.8.9.2 Maintenance of fire escape stairs shall include: (1) Exit access shall remain clear and unobstructed at all times.

2. **Landscaping**: The Village at Mount Hope Bay Landscape Policy and the Plant Material Standards cover all aspects of landscaping within the condominium complex and should be consulted for more detailed information.

    i. The Association is responsible for maintaining the personal garden areas within approximately 10-15 feet of the town house foundations, including mulching, pruning, weed inhibitor application and hard edging. Unit owners wishing to maintain their own personal garden areas may opt out of these services by notifying Property Management and the Landscape Committee.

    ii. Vine-like plant materials that climb onto, into, or around wooden building structures are not allowed in personal garden areas.

iii. Board approval is required for substantial landscape modifications to personal garden areas, i.e., an expansion of an existing planting area by more than 10 square feet. All personal garden areas that have been substantially modified, whether before or after January 1,2011, must be fully maintained by their Unit Owners.

iv. Residents may not give any verbal requests or directions to the Association contract workers. All requests must be in writing to Property Management.

v. Detailed information is hyperlinked below:
   1. Landscape General Policy
   2. Restricted Landscape List
   3. Yard Waste Policy
   4. Landscape Tree Policy

3. **Smoking**: Smoking is prohibited in the common areas that are within enclosed buildings and on the decks and patios of these buildings and on other buildings with stacked units. Smoking is also prohibited within fifteen feet of the entrances to the Midrise Buildings and the Clubhouse.

4. **Clubhouse**: Use of the Clubhouse is available to all Residents seven (7) days per week based on the Clubhouse Policy document.

5. **Swimming Pool:** The swimming pool and its surrounding are subject to the Requirements of the 2023 Rhode Island General Laws, Title 23 – Health and Safety; Chapter 23-22 Licensing of Swimming Pools and Section 23-22-6. These requirements are to ensure the safety of residents and guests. Furthermore, there are additional Pool Rules to ensure enjoyment as well as to protect the Association from preventable legal liabilities. Refer to the Pool Rules for details.

6. **Tennis / Pickleball Court:** In order to effectively accommodate all residents wishing to enjoy the court, as well as to protect the Association from preventable legal liabilities, residents are required to follow the Tennis / Pickleball Policies document.

E. Sanctions

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The Village at Mount Hope Bay Condominium Association

1. **Enforcement**: In order to enforce the rules and regulations of this Association, the Board of Directors has established the following enforcement schedule for the Unit Owners and Occupants:

    i. 1st Violation: Verbal warning by Property Management
    ii. 2nd Violation: Courtesy letter to comply from Property Management
    iii. 3rd Violation: Final written notice from the Board of Directors to comply before fines are levied pursuant to the following schedule:
        1. Single (one time) fine - $100
        2. Daily Fine (if violation continues) - $100 per day until violation is abated. Continued non-compliance to correct said violation is subject to legal action and/or loss or rights and privileges. In addition, the Board of Directors on behalf of the Association shall have the right to abate any such violation as it shall deem appropriate, with the costs to be borne by the Unit Owner responsible for the violation.
        3. All residents have the right to be heard by the VMHBCA Board of Directors in response to any enforcement assessed against them as per their right under the Rhode Island Condominium Act, Section 34-36.1-3.20. (a).

2. **Effect of Failure to Enforce--Severability**: No rule or Regulation shall be deemed to have been modified, abrogated or waived by reason of any failure or failures to enforce the same. In the event any provision or provisions of a Rule or Regulation shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision or provisions of such Rule(s) and Regulation(s), which can be given effect.

F. Final Notes:

1. These Rules and Regulations are a part of the governing Documents of VMHBCA, and, as such, together with the Declaration and the By-Laws, these Rules and Regulations shall be binding upon and shall inure to the benefit of each Unit Owner, its heirs, executors, administrators, successors and assignees. It is further understood and agreed that, except as otherwise provided herein, these Rules and Regulations may be amended by the

VMHBCA Board of Directors and each Unit Owner and all Residents shall comply with any subsequent rules so promulgated.

2. Dates of formal revisions approved by the Board, starting with the most current and effective:

    i. Jan. 1, 2018
    ii. Nov. 10, 2015
    iii. Mar. 12, 2014
    iv. Feb. 12, 2014
    v. Aug. 14, 2013
    vi. Apr. 17, 2013
    vii. Jan. 9, 2013
    viii. Mar. 14, 2012
    ix. Jan. 14, 2011

Acknowledgment of Rules and Regulations

I hereby acknowledge that I have received, read, and fully understand the Rules and Regulations of The Village at Mount Hope Bay. I agree to abide by all provisions contained therein and ensure that my household members, guests, and renters also comply with these guidelines at all times.

I understand that these Rules and Regulations are in place to preserve the safety, comfort, and peaceful enjoyment of the community for all residents. I further acknowledge that failure to comply may result in enforcement actions as outlined by the Association.

See signature area on the next page.

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Signature Area

Unit Address: _____

Signature: _____ Date:_____

Printed Name: _____

Signature: _____ Date:_____

Printed Name: _____

Signature: _____ Date:_____

Printed Name: _____

Thank you for your cooperation,

The Village at Mount Hope Bay Condominium Association Board of Directors

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Tiverton,R.I.
JOAN B. CHABOT TOWN CLERK
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