

**Marina Place Condominium Association
Amended and Restated Rules and Regulations
Effective December 31, 2006
As revised October 1, 2007**

The Association hereby fully amends and restates its Rules and Regulations as set forth below. The Management Company, Board of Managers, Resident Manager or Acting Agent has full authority to enforce these rules. Violations of these rules and repeated offenses will be dealt with as specified in the "Resolution of Rules Violations".

I. Parking

- A. Parking is provided for the use of owners and guests only.
- B. All owners' vehicles are to be parked in the designated parking spot(s) assigned to that Unit. Parking in designated spots other than those assigned to the Unit may be authorized on a temporary basis by the resident manager to accommodate extenuating circumstances, for example, ice or snow issues.
- C. No overnight parking within the complex is allowed other than in designated spots because of narrow access and required emergency access. Parked vehicles shall not obstruct emergency access or interfere with the reasonable needs of other Owners or occupants to use the driveways and parking spaces.
- D. Notwithstanding any other rule or regulation to the contrary, emergency service provider vehicles, having a gross vehicle rating of ten thousand pounds or less, may be parked by an occupant of a unit in the designated parking spot(s) assigned to that unit, or on a street, driveway or parking area if the vehicle is required to be available at designated periods at such occupants residence as a condition of the occupants employment and all of the following additional criteria are met: (1) The occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services; (2) The vehicle bears an official emblem or other visible designation of the emergency service provider; and (3) Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other unit owners or occupants to use streets, driveways and guest parking spaces. Parking of such vehicles must comply with the other rules and regulations identified within this document.
- E. The Association assumes no responsibility or liability for damage to parked vehicles. Snow and ice accumulation as a result of typical winter conditions lead to inherent risks in the parking of one's vehicles. The Association will not be responsible for damage to vehicles as the result of an individual who chooses to park under these circumstances.
- F. There shall be no storing of vehicles on the premises, except those that are registered to a condo owner. Each such vehicle must be drivable, have current tags, and the Resident Manager must have access to a key in case it needs to be moved.
- G. Vehicles parked in violation of the rules above, with no key available or that are not drivable, will be subject to tow by a professional and stored at the owner/guest/renters expense.

II. Common Areas

Common areas are defined in the Declaration and include the elevator, lawns, sidewalks, Clubhouses, laundry rooms, stair wells, balconies, and carports.

- A. Common sidewalks, driveways, entrances and passageways and parking spaces shall not be obstructed or used for any other purpose than ingress and egress. Storage of personal effects or trash in these areas is prohibited.
- B. The Association assumes no liability, nor shall it be liable for any loss or damage to articles left or stored in any unit or common area.

III. General

- A. No loud, abusive, or drunken behavior or use of illegal substance will be tolerated.
- B. No fireworks or firearms may be fired or discharged on the premises.
- C. Except as otherwise provided in Section III. D below, no owner or occupant of the project shall post any advertisement or posters of any kind in or on the project except with the prior written authorization of the Association. This prohibition shall not apply to the Association or to Marina Place, Inc.
- D. Notwithstanding any provision in the rules and regulations of the Association to the contrary, the following shall be permitted:
 - (1) The display of the American flag on a unit owner's property, in a window of the unit, or on a balcony adjoining the unit if the American flag is displayed in a manner consistent with the federal flag code, P.L. 94-344; 90 stat. 810; 4 U.S.C. secs. 4 to 10. Each unit is allowed to display one American Flag which must not occupy a maximum area of more than 2 feet by 3 feet.
 - (2) The display of a service flag bearing a star denoting the service of the owner or occupant of the unit, or of a member of the owner's or occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the unit. The maximum dimensions of a service flag shall be no more than nine inches by sixteen inches.
 - (3) The display of a political sign by the owner or occupant of a unit on property within the boundaries of the unit or in a window of the unit except that:
 - (i) No political signs may be displayed earlier than forty-five days before the day of an election and later than seven days after an election day;
 - (ii) No more than one political sign per political office or ballot issue that is contested in a pending election shall be permitted; and
 - (iii) The maximum dimensions of each sign shall be the lesser of the following: (A) The maximum size allowed by any applicable city, town, or county ordinance that regulates the size of political signs on residential property; or (B) Thirty-six inches by forty-eight inches.As used in this subparagraph (3), "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.
- E. There shall be no repair of vehicles on the premises except emergency repair or cleaning.

IV. Noise

- A. Owners, Tenants, Occupants, or Lessees shall exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments. The following devices: radios, television sets, stereo systems and /or such like devices shall be used such a manner as to not disturb Owners or other occupants of Condominium Units. If excessive noise is not resolved, local police may be contacted to resolve this disturbance.
- B. Quiet time for all units is designated from 10:00pm to 8:00 am.
- C. No noisy vehicles shall be permitted on the premises.

V. Use of Units / Units

- A. Units shall be utilized for such purposes only as may be permitted in the Declaration.
- B. The rental of any unit shall be in accordance with the rules and regulations established for such rental by the Board of Managers, but owners, subject to these rules and regulations, may enter into rental management agreements with their agents. It is incumbent upon the rental agent or owner to notify the resident manager of the occupancy status of a unit, the length of stay, and the responsible party.
- C. All entry doors into each unit will be master-keyed to a master key which is retained by the manager. No owner or occupant shall alter any lock or install a new lock on any entry door into any unit so as to take it off the master key.

- D. Owners, tenants, or guests shall not hang garments, rugs, and other materials from the windows or from any of the facades or balconies of a unit, building or any of the improvements.
- E. The balcony shall not be used for storage with the exclusion of gas grills, outdoor patio furniture and firewood.
- F. It is prohibited to throw items (i.e., water or solid objects) from the balcony.
- G. Any damage or clean-up caused by repairs or alterations to individual units is the responsibility of the owner.
- H. Unit owners are responsible for the actions of their guests, renters, invitees, and agents (including rental agents and contractors). Any damage to common elements or common personal property caused by the owner, or child, guest, tenant, or invitee of a unit owner, shall be repaired or replaced at the expense of the unit owner.
- I. Any damage or expense which results from water flow (e.g. from tubs, showers, ice makers) shall be the liability of the owner of the unit where the water originated.
- J. The use of flammable materials for starting fires or the storage of such materials is prohibited. The use of charcoal grills on balcony is prohibited. Gas grills are allowed.
- K. All birdfeeders are prohibited on the Marina Place premises with the exception that each unit may have one liquid hummingbird feeder which has a catch pan to prevent liquid food from dropping onto another unit or balcony.
- L. Ambient temperatures of all units must be maintained at a minimum temperature of 50 degrees F.

VI. Clubhouses

- A. Hours are from 10:00 am to 10:00 pm.
- B. Pool and hot tubs are for the private use of owners, renters and their guests.
- C. Owners, renters and their guests are required to comply with the rules posted in these areas.
- D. Children under the age of 16 must be accompanied by an adult.
- E. No children in diapers are permitted in the pool or hot tub.
- F. No food or glass containers are allowed in the clubhouses.
- G. Any abuse of alcohol (loud behavior or drunkenness) may be dealt with by expulsion from the clubhouse or Marina Place.
- H. Smoking is not permitted in either clubhouse.
- I. There is no lifeguard on duty. Use of the swimming pool, hot tub and sauna is at the individual's risk. The management and Association assume no responsibility for accidents or other occurrences in connection with use of the pool, hot tub or sauna.

Violation of the rules above may result in the expulsion of the offending individuals. The Board of Managers and their acting agents may restrict usage of these facilities from those in violation of the rules listed above.

VII. Storage

- A. Each owner/unit has a storage unit provided for personal use. No flammable or combustible items may be stored in such units.

VIII. Pets

- A. No animals may be kept at Marina Place other than by unit owners.
- B. Owners are required to clean up after their pets in all common areas.
- C. Owners will be charged for repairs of any damage caused by pets.
- D. Owners having animals assume full responsibility for personal injury or property damage caused by the pet; and each animal owner indemnifies the Association and its agents and holds them harmless against any loss claim

- E. Owners are prohibited from allowing their pets to use the common areas between buildings 3 and 4 and 1 and 2 as bathroom areas.
- F. Abandoned, mistreated, dangerous, or loose pets will be dealt with by local authorities.
- G. Pets may not be chained and/or left unattended in or on common area including balconies or patios. Balconies and walkways are not to be used as bathroom areas for pets.
- H. Noise and disturbance caused by pets is prohibited.
- I. Town of Dillon leash laws shall be observed at Marina Place.

IX. Management Control

- A. The Managing Agent and the Resident Manager have full responsibility and authority to enforce all rules at the direction of the Board of Managers.
- B. All owners, guests and tenants shall comply with requests of the management regarding these rules.
- C. The Resident Manager will have access to any unit, as provided in the Association governing documents.
- D. The Resident Manager is not responsible for taking or delivering personal messages. Emergency messages will be taken and delivered if possible.
- E. The Resident Manager is not responsible for rental related problems (i.e., housekeeping, wood, linens, key access).
- F. The Resident Manager will not hold, or release keys to individuals for access to units. Access to units by contractors, guests, etc., is available only by the written or verbal authorization of the owner to the managing agent or the resident manager.
- G. The Resident Manager is not responsible for showing rental or sales property.

X. Architectural Review

- A. An Owner shall not make structural modifications or alterations to its Unit or installations located therein without prior written approval of the Architectural Review Committee of the Board of Managers.
- B. No Owner, tenant, or lessee shall install wiring for electrical or telephone installation, television antennae, satellite dish, machines, or air conditioning units on the exterior of the project or that protrude through the walls or the roof of the project except as expressly authorized in advance by the Associations' Board of Managers.
- C. No alteration, addition or improvement to the Common Elements, interior walls of a unit (except for covering or painting) or the exterior of a Unit of any kind (including, without limitation, change in color, texture, signage, doors or windows), or which in any manner affect the Common Elements shall be made unless first approved in writing by the Board.
- D. All floor covering must be approved by the Board of Managers Architectural Review Committee before any work commences. It is the responsibility of the Owner to submit their intent to recover any floor at Marina Place and present a complete plan to the Architectural Review Committee.
- E. Area rugs are required on hardwood or tile floor surfaces except in the entry areas, bathrooms, or kitchen.