DOCKSIDE ASSOCIATION, INC.



RULES & REGULATIONS EFFECTIVE DATE: MAY 18, 2011

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FOREWARD

Rules and regulations are necessary to insure (1) the safety of all persons on the Dockside property; (2) that Dockside Co-Owners, Tenants and Guests have undisturbed enjoyment of their individual units; and (3) the protection of Dockside property and facilities.

These rules and regulations were drafted in accordance with Paragraph H3 of the Dockside Master Deed (page 8), and Article III, Section 2(f) of the Dockside Charter (page 2).

All words and terms defined under 'DEFINITIONS' are underlined in the body of these rules.

A copy of the Dockside Documents may be obtained from the Office for a fee of \$40.00.

DEFINITIONS

APARTMENT – as defined on page 24 of the Master Deed, as corrected. For these purposes it includes both tower building units and townhouses.

ASSOCIATION/DOCKSIDE – Dockside Association, Inc., as defined on page 24 of the Master Deed, as corrected. For these purposes both terms mean all Co-Owners of Apartments.

BOARD – the five Co-Owners elected to the Board of Directors pursuant to pages 6 through 12 of the Association By-Laws.

COMMON AREAS – as defined on pages 4,5,6 and 25 of the Master Deed, to include General Common Elements and Limited Common Elements.

CO-OWNER – as defined on page 26 of the Master Deed, and to include paragraph I1 on page 9 of the Master Deed.

CONTRACTOR – any person(s) contracted to do construction/removation/remodeling work on Dockside's property.

DECKS - (1) the concrete walkway, commonly called the Promenade Deck, leading to the Dock, accessed by an Association issued key, (2) the outside uncovered area in front of the pool, and (3) the outside covered area in front of the Club Room.

DOCK – the floating wooden and concrete structure on the Cooper River containing six boat slips, accessed from the Promenade Deck.

GUEST – a person who is not a Co-Owner or Resident, who is invited onto Dockside's property by a Co-Owner, Resident, Management or the Board.

LESSEE – any entity that leases an Apartment from a Co-Owner.

LONG TERM GUEST – a Guest who is expected to be on Dockside's property for seven consecutive days or longer.

MANAGEMENT - the General Manager and Maintenance Manager.

PETS – dogs and cats.

PLAZA – the exterior area above the parking garage, pool and exercise room, located off the second floor of the tower building.

RECYCLABLE ITEMS – The Association complies with the recycling regulations of Charleston County. Items that must be recycled are identified in Appendix 12.

RESIDENTS – Co-Owners or their Lessees who reside at Dockside.

SHORT TERM GUEST – a Guest who is expected to be on Dockside's property for less than seven consecutive days.

TRASH – any unwanted, discarded or useless (1) refuse, (2) rubbish, (3) garbage or (4) waste, excluding:

- a) Recyclable items placed in Recycling bins and wet kitchen waste disposed of in Apartment disposals;
- b) paint, paint thinners, paint strippers or removers, oven cleaners, grease and rust removers, mold and mildew removers, glue, pesticides, and environmentally harmful chemicals; and
- c) all construction/remodeling/renovation materials.

All excluded items listed in b) and c) above must be taken to the first floor maintenance area and may not be placed down any trash chute, toilet, or drain, and may not be placed in any Trash or Recycling bins.

VEHICLE – automobile, motorcycle, motorbike, moped, truck, van, SUV, golf cart and motorized recreational vehicle, all of which must be twenty feet or less in length and allow a minimum clearance of twelve inches on each side to the middle of the line dividing one parking space from another. Boats and trailers are not vehicles.

I. STAFF

- A. <u>Association</u> employees, (Security, Maintenance & Office) are under the supervision of the General Manager. The General Manager is responsible only to the <u>Board</u>. The General Manager is the only person authorized to give orders or instructions to <u>Association</u> employees. In the General Manager's absence, the President of the <u>Board</u> or his/her designee may give orders or instructions to <u>Association</u> employees.
- B. Unless approved by the General Manager, <u>Association</u> employees are not permitted to do work in individual <u>apartments</u> during their regular <u>Dockside</u> working hours.
- C. <u>Residents</u> may utilize the services of <u>Association</u> employees for private work only during nonscheduled working hours. <u>Dockside</u> will not assume responsibility for, nor endorse, the details associated with the private arrangements. These are strictly between the parties involved.

II. SECURITY

- A. Security personnel are employed specifically to control ingress and egress to the property, create a secure environment for <u>residents</u>, assist in enforcement of <u>Association</u> Rules and Regulations and protect the buildings and premises. They may not perform personal services for <u>residents</u>.
- B. Security is the responsibility of everyone who lives at <u>Dockside</u>. All <u>residents</u> are urged to promptly notify a Security Guard about any suspicious person(s) and/or unusual activity within <u>Association</u> property.
- C. The entrance and exit gates must be used for one car at a time. A following <u>vehicle</u> must wait for the gate cycle to be completed.
- D. <u>Residents</u> expecting <u>guests</u> must notify Security PRIOR to their arrival, with the names of their <u>guest(s)</u> and the duration of stay.

III. <u>GUESTS</u>

- A. All <u>guests</u> must abide by these Rules and Regulations. All <u>guests</u> with <u>vehicles</u> must receive a parking pass when they arrive.
- B. <u>Residents</u> are responsible for their <u>guests</u>' behavior, and are liable for any violation of these Rules and Regulations and any damage caused by their <u>guests</u>.
- C. Long term guests must be registered with Management prior to their arrival.
- D. <u>Residents</u> expecting <u>guests</u> must notify Security PRIOR to their arrival, with the name(s) of their <u>guest(s)</u> and the duration of stay. Except those arriving by boat, all <u>guests</u> must enter and leave only through the Concord Street entrance.
- E. <u>Residents</u> whose guests are expected to arrive by boat must notify <u>Management</u> and Security prior

to their arrival so that the boat may be registered in the logbook. <u>Residents</u> must meet such <u>guests</u> at the <u>dock</u>. No boat may use a leased boat slip without permission of the <u>resident</u> who is leasing that slip. No boat may use a non-leased boat slip without permission of <u>Management</u>.

IV. CONTRACTORS AND EMPLOYEES

- A. <u>Residents</u> and their <u>contractors</u> must abide by policies and procedures found in Appendix 5.
- B. <u>Residents</u> must submit the name(s) and schedule(s) of their employees to <u>Management</u>.
- C. <u>Residents</u> are responsible for all persons in their employ, including <u>contractors</u>, while they are on <u>Dockside</u> property. <u>Residents</u> are responsible for any violation of these Rules and Regulations and any damage caused by those in their employ.

V. NOISE

- A. The sound level of televisions, stereos, musical instruments, talking, <u>pets</u>, etc., must be kept at a level at all times so as not to disturb other <u>residents</u>.
- B. Sound disturbances must be reported to <u>Management</u> or Security on duty for corrective action.

VI. <u>PETS</u>

- A. Only defined <u>pets</u> are allowed. All other pets must be approved by the <u>Board</u>. Upon written request, the <u>Board</u> will decide what rules apply or don't apply to a service dog in accordance with Federal guidelines.
- B. <u>Co-Owners and short term guests</u> must register all <u>pets</u> with <u>Management</u> either before or on the date of the <u>pet's</u> arrival at <u>Dockside</u> property. (NOTE: <u>Lessees</u> and <u>long-term guests</u> are not permitted to have <u>pets</u>.) <u>Pet</u> owners must abide by any specific animal requirement(s) the <u>Board</u> may determine.
- C. Unless approved by <u>Management</u>, <u>pets</u> are not allowed in any <u>common area</u> unless carried, on a leash or in a container.
- D. Except for the exits to the <u>plaza</u> from the second floor, <u>pets</u> must be taken in and out of the tower building through the garage and service entrances. The front lobby door is NOT to be used for <u>pet</u> ingress or egress at any time. All <u>pets</u> are prohibited from being in the first floor lobby area. Rules for use of the <u>plaza</u> area by <u>pet</u> owners who reside in the tower building will be posted by the <u>Board</u>.
- E. <u>Pet</u> owners whose animal(s) soil any of the <u>common areas</u> are responsible for immediate and thorough **CLEAN-UP**.
- F. <u>Pets</u> may be walked for "duty" purposes within designated <u>pet</u> walks, including <u>plaza</u> level green areas and the fenced area adjacent to the outdoor parking area. <u>Pets</u> are prohibited from urinating or defecating on any part of <u>Dockside</u> property not designated as a <u>pet</u> walk area, including but not

limited to, the 'green' area at the southeast corner of the property, adjacent to the River Walk. <u>Pet</u> owners must collect their <u>pet's</u> feces and put it in the containers provided.

G. In addition to fines and other recourses discussed in paragraph XXV below, the <u>Board</u> may, in its discretion, order removal of a <u>pet</u> from <u>Dockside</u>'s property.

VII. COMMON AREAS

- A. All <u>common areas</u> are for the exclusive use of <u>residents</u> and their <u>guests</u>.
- B. <u>Co-Owners</u> who lease their <u>apartment</u> forfeit the use of the <u>common areas</u> during the term of the lease.

VIII. CLUB ROOM, CLUB ROOM DECK, <u>ASSOCIATION</u> MEETING ROOM, LIBRARY AND <u>PLAZA</u>

A. CLUB ROOM AND CLUB ROOM DECK

- The Club Room, which includes the Club Room Deck, provides <u>residents</u> with an area for social entertaining and meetings. The Club Room may not be reserved for private use during certain holidays and special events as determined by the <u>Board</u>. People wishing to reserve the Club Room must complete and comply with Appendix 10. The <u>Board</u> reserves the right to approve or deny any such application.
- 2. If approved by the <u>Board</u>, groups consisting entirely of <u>residents</u> may use the Club Room on a scheduled recurring basis, provided a <u>resident</u> assumes responsibility for the conduct of the gathering and the protection of <u>Dockside</u> property, and all <u>residents</u> are invited. No security deposit is required for such use.
- 3. Private gatherings are those with an exclusive list of invited <u>guests</u> from <u>Dockside</u> or elsewhere. Applications (Appendix 10) for private gatherings must be made through <u>Management</u> at least 72 hours in advance of the reservation date.

For private gatherings, a \$150.00 security deposit must be submitted along with Appendix 10. An inspection of the premises will be made by a <u>Board Member or Management</u> both before and after the gathering. The \$150.00 security deposit will not be refunded if there is any damage or additional cleanup is needed. If damages or additional cleanup exceed \$150.00, the <u>resident</u> will be responsible for those costs.

- 4. The host/hostess of any private gathering must be a <u>resident</u> over 21 years of age. The host/hostess must be in the Club Room area at all times. The host/hostess must submit a written <u>guest</u> list and instructions to Security no later than two hours before the private gathering. All <u>guests</u> must enter and leave only through the Concord Street entrance unless arriving by boat.
- 5. All private gatherings having non-resident guests are limited to 100 total attendees.
- 6. No furniture in the Club Room may be rearranged without prior approval by <u>Management</u>. Furniture within the pool enclosure may not to be moved to the Club Room or any other area.

- 7. Decorations are permitted on the day prior to the gathering if there is no conflict in scheduling.
- 8. The door to the Club Room kitchen will be kept locked the key to enable access to the kitchen may be obtained from <u>Management</u> or Security.
- 9. The sound level of televisions, stereos, musical instruments, talking, <u>pets</u>, etc., must be kept at a level at all times so as not to disturb other <u>residents</u>.
- 10. Music must end and guests must leave the Club Room no later than 11:30 p.m.
- 11. The Club Room must be cleaned up after use and returned to the same condition it was in before the private gathering by 9:00 a.m. the following morning.
- 12. <u>Pets</u> are prohibited from the Club Room.
- B. THE ASSOCIATION MEETING ROOM

The <u>Association</u> Meeting Room is located next to the General Manager's office. It may be reserved for private use by making a reservation with <u>Management</u>. After any use, the room must be cleaned up by the Resident(s) using it. <u>Pets</u> are prohibited from the <u>Association</u> Meeting Room.

C. LIBRARY

The Library may be used by <u>residents</u> and their <u>guests</u>, who must abide by rules established and posted by the Library Committee.

D. <u>PLAZA</u>

The <u>plaza</u> provides <u>residents</u> with an area for social entertaining and gatherings. All items taken to the <u>plaza</u> (chairs, coolers, food, <u>trash</u>, etc.) must be removed when leaving the <u>plaza</u>.

IX. RECREATION AREAS (POOL, SAUNA, EXERCISE ROOM)

- A. Hours of operation of each recreation area shall be as posted.
- B. Pets are prohibited from all recreation areas.
- C. Food and alcohol are not permitted in the recreation areas, except that food and alcohol may be used on the outside <u>decks</u>. Liquid refreshments must be in paper, plastic or non-breakable containers. All glass containers are prohibited in the recreation areas. <u>Trash</u> must be placed in <u>trash</u> receptacles.
- D. Running, throwing objects, diving in the pool, water fighting, excessive noise, Frisbee playing, and unruly behavior are not permitted in the recreation areas.
- E. Rubber rafts, except swimming aides, are prohibited in the recreation areas. All toys and other items brought to a recreation area must be removed when the user leaves.
- F. Appropriate cover-ups must be worn going to and from the recreation areas.

G. POOL AND SAUNAS

- 1. <u>Long term guests</u> (registered with <u>Management</u>) may use the pool and saunas during posted hours and must abide by the Rules. <u>Short term guests</u> may use these facilities ONLY if accompanied by an adult family member of a <u>resident</u>.
- 2. Pool parties are prohibited.
- 3. Infants and children who have not been 'potty trained' are not permitted in the pool unless wearing swimming gear designed to protect the water against urine and/or feces contamination.
- 4. Lifesaving devices are not to be disturbed except for emergencies.
- 5. Children under 18 years of age are not permitted to use the pool or saunas unless accompanied by an adult Resident who remains with and supervises them.
- 6. Department of Health and Environmental Control (DHEC) rules are posted in the pool area as required and must be adhered to at all times.
- 7. Anyone using the pool and saunas does so at his/her own risk.

H. EXERCISE ROOM

- 1. <u>Long term guests</u> (registered with <u>Management</u>) may use the exercise room and must abide by the rules. <u>Short term guests</u> may use this facility ONLY if accompanied by an adult family member of a <u>resident</u>.
- 2. Children under 18 years of age are not permitted to use the Exercise Room or equipment unless accompanied by an adult who remains with and supervises them.
- 3. Anyone using the Exercise Room does so at his/her own risk.
- 4. No donated equipment or personal equipment shall be placed in the Exercise Room without the prior approval of <u>Management</u>. Any such equipment becomes available for use by all <u>residents</u>.
- 5. Exercise equipment must be returned to its proper position after use and the room left in good order.

X. STORAGE ROOMS AND FORMER HOBBY ROOM

- A. The area formerly known as the Hobby Room is located in the northwest end of the pool area. In prior years it has been used only for miscellaneous storage. Upon adoption of these Rules and Regulations, it will be known as <u>Dockside</u> Storage Area. The <u>Board</u> and <u>Management</u> will decide what may be stored, and by whom, in this area. It will remain locked, and access may be obtained from <u>Management</u> or Security.
- B. Storage rooms and their use are a benefit and privilege shared by tower building <u>residents</u> for the temporary placement of non-hazardous, non-flammable materials, equipment, and other personal belongings.
- C. The storage rooms in the tower building are located on some, but not all, floors. If these Rules and Regulations are approved, <u>Dockside</u> will install new shelves from floor to ceiling in every storage room. Each <u>Co-Owner</u> will be allocated a set of shelves in one of the storage rooms, in accordance with that <u>Co-Owner</u>'s approximate percentage of ownership. <u>Residents</u> of the tower building must only use their allocated storage space, placing all items on and within their designated space. All items in the former Hobby Room and storage rooms must have visible identification of the owner and <u>apartment</u> number.
- D. Storage rooms may be used by <u>Co-Owners</u> or their <u>lessees</u>, but not concurrently.
- E. Storage rooms will remain locked, and access may be obtained from Management or Security.
- F. The placement of food products, plants, seeds and edible items in the storage rooms is not permitted. Items which constitute a fire hazard, as determined by <u>Management</u>, are also prohibited.
- G. Use of Storage Rooms is at resident's own risk.
- H. Any item placed in violation of these Rules will be removed to the <u>Dockside</u> Storage Area by <u>Management</u> and disposed of after 30 days, if not claimed. If owner-identifying information is on the item, <u>Management</u> will notify the owner upon removal.
- I. Upon the sale of an <u>apartment</u> by a <u>Co-Owner</u>, or the vacating of an <u>apartment</u> by a <u>lessee</u>, their belongings in their storage space must be removed. If not, <u>Management</u> will dispose of the items.

XI. DOCK AND DECKS

- A. The <u>dock</u> and <u>decks</u> are for the exclusive use of <u>residents</u> and their <u>guests</u>.
- B. Boats may be moored only at the <u>dock</u>. Mooring of boats at the <u>dock</u> shall be in accordance with Appendix 7.
- C. <u>Residents</u> whose <u>guests</u> are expected to arrive by boat must notify <u>Management</u> and Security prior to their arrival so that the boat may be registered in the logbook. <u>Residents</u> must meet such <u>guests</u> at the <u>dock</u>. No boat may use a leased boat slip without permission of the resident who is leasing that slip. No boat may use a non-leased boat slip without permission of <u>Management</u>.
- D. Swimming is prohibited in any area around the <u>dock</u> and <u>decks</u>.

- E. Bicycles, roller skates, skateboards, scooters and motorized <u>vehicles</u> are prohibited from the <u>dock</u> and <u>decks</u>.
- F. Shrimp nets, crab traps, coolers, chairs and other personal items must be removed from the <u>dock</u> and <u>decks</u> when not in use. The <u>dock</u> and <u>decks</u> must be washed down after shrimping, crabbing, fishing or cleaning of fish.

XII. ELEVATORS, DOORS AND ROOF

- A. No one may have exclusive use of or disrupt normal elevator service unless given permission by <u>Management</u>.
- B. <u>Contractors</u>, <u>residents</u>' employees with equipment, and delivery persons must use the service entrance and freight elevator.
- C. Stairwell doors and tower exit doors must be kept closed at all times.
- D. Only authorized persons are allowed on the roof with someone from Management or the Board.

XIII. TRASH

- A. See definitions of trash, recyclable items, and Appendix 11.
- B. <u>Apartment</u> kitchen disposals must be used for food waste if possible.
- C. For tower <u>residents</u>:
 - 1. The <u>trash</u> chutes must be used only for <u>trash</u> as defined in the 'Definitions' section.
 - 2. No metal item may be put in any <u>trash</u> chute.
 - 3. <u>Trash</u> must be placed in secured plastic bags and deposited in the <u>trash</u> chute, located on each floor.
 - 4. Any item that will not fit in the <u>trash</u> chute or recycling bin must be taken to the first floor maintenance area.
 - 5. <u>Trash</u> chutes may be used only during the hours posted.
 - 6. <u>Trash</u> room doors must be closed at all times.
 - 7. <u>Recyclable items</u> as per Appendix 11 must be placed in the receptacle provided in the <u>trash</u> room. Bottles, cans, containers, etc., must be rinsed.
- D. For townhouses, <u>trash</u> and <u>recyclable items</u> must be placed in the provided receptacles in the garage.

XIV. BALCONIES, TOWNHOUSE PATIOS, GRILLS AND LP GAS

- A. No item or debris may be thrown or blown from balconies or patios.
- B. All items on the balconies or patios must be securely placed and must not be allowed to blow or fall from the balconies or patios.

- C. When watering plants and foliage, and washing windows, water must not cascade below.
- D. Hanging or affixing any item on balcony rails is prohibited. Exceptions to this rule are: 1) safety nets approved by <u>Management</u> for children and <u>pets</u>; and 2) holiday lights during the month of December. Clotheslines are not permitted anywhere at <u>Dockside</u>.
- E. With the exception of the floor surfaces of balconies, owners may not paint, decorate or change the outside appearance of any building structure without written authorization of the <u>Board</u> (see Appendix 4). No tile, slate, carpet, or other material may be applied to balcony floors or patios without the written approval of the <u>Board</u>.
- F. Grills and LP Gas:
 - 1. Tower Building
 - a. Charcoal burners and other open flame devices must not be operated anywhere in the tower building, including balconies. Electric grills are permitted on balconies, provided a fire extinguisher is within three (3) feet of the grill.
 - b. All liquid petroleum-gas-fueled devices, including fireplaces and cooking devices, are prohibited everywhere in the tower building.
 - 2. Townhouses and Club Room Deck

Townhouses and the community grill located on the Club Room Deck are exempt from the provisions applicable to tower building <u>Apartments</u>.

XV. LOADING CARTS

- A. All carts must be returned to the cart room within thirty (30) minutes after removal.
- B. Carts must not be left in elevators, hallways or any lobby.
- C. Carts must not be moved through the front lobby except when the garage or service entrances will not accommodate a <u>resident</u> or <u>guest</u>.
- D. Large items and construction materials must be transported only on the carts and dollies available from the maintenance area.

XVI. PARKING, TOWNHOUSE STORAGE AND BICYCLES

A. PARKING AND TOWNHOUSE STORAGE

- 1. The parking garage and other outside parking areas are for <u>vehicles</u> (except for bicycles and townhouse storage discussed below). <u>Residents</u> must use their deeded or <u>guest</u> parking spaces for <u>vehicle</u> parking only.
- 2. Townhouse <u>residents</u> may use their stoops for storage, provided items stored by townhouse <u>residents</u> are in closed containers approved by <u>Management</u>.
- 3. Unattended <u>vehicles</u> must not be parked at the service entrance, garage door entrance or front lobby entrance.
- 4. <u>Vehicles</u> parked at <u>Dockside</u> must have current <u>Dockside</u> parking decals or <u>guest</u> parking passes displayed.
- 5. <u>Guest parking spaces may not be occupied for longer than seven consecutive days unless</u> otherwise approved by <u>Management</u>.
- <u>Vehicles</u> or anything else in violation of 1, 2, 3, 4, or 5 above, shall be removed by <u>Management</u> or Security upon the request of a <u>resident</u> and at the violator's expense. <u>Management</u> or Security will attempt to notify the offender before removal.
- 7. <u>Vehicles</u> entering and using the outdoor parking area must not exceed a height of 10.0 feet. <u>Vehicles</u> entering and using the parking garage must not exceed a height of 7.5 feet.

B. BICYCLES

- 1. Designated bicycle parking areas are located in the parking garage adjacent to the emergency generator and in the northeast corner of the garage. Bicycles may be left only in these two areas and may not be parked in any other <u>common area</u>. Every bicycle must be locked by its owner. The <u>Association</u> is not responsible for the security of any bicycle.
- 2. A maximum of two (2) bicycles per <u>apartment</u> may utilize the designated bicycle parking areas. Every bicycle must have a decal, provided by <u>Management</u>.
- 3. All bicycles parked in the designated bicycle parking areas must be maintained in useable condition at all times.
- 4. Owners of bicycles not in compliance with 1, 2 and 3 above, will be notified in writing (if possible) by <u>Management</u>. If corrective action is not taken within ten (10) business days, the bicycle in question shall be removed and disposed of by <u>Management</u>.
- 5. <u>Residents</u> transporting bicycles in the tower building must use the service entrance and freight elevator.

XVII. ACCESS TO APARTMENTS

- A. <u>Residents</u> must notify <u>Management</u> when an <u>apartment</u> will be vacant for seven or more consecutive days. In that event the water to the <u>apartment</u> must be turned off. <u>Management</u> will be available to assist a Resident with the water if necessary.
- B. <u>Residents</u> shall provide <u>Management</u> a key to access their <u>apartment(s)</u>. Such access must be available at all times. To the extent possible, no <u>Dockside</u> employee will access any <u>apartment</u> without the Resident's permission, emergencies excepted. In the event of an emergency, and where a <u>resident</u> has failed to provide an access key, <u>Management</u> has the right to break into an <u>apartment</u>. Any damage caused by the emergency break-in shall be the sole responsibility of the <u>resident</u>.
- C. If an <u>apartment</u>'s mechanical room is locked, the access rules provided in B, above, apply.
- D. Except in an emergency, the <u>Association</u> will not provide access for a third party to any <u>apartment</u> without the express written permission of the <u>resident</u>. If an <u>apartment</u> is for sale, the Owner must notify <u>Management</u> in writing, providing the identity of the listing agent, if any, and contact information for the agent. Thereafter, Security will allow that agent or other agents onto <u>Dockside</u> property, provided prior notice is given by the listing agent.
- E. <u>Management</u> will provide key access to <u>residents</u> as a courtesy only during regular office hours. <u>Residents</u> requesting Security to use the office key to their <u>apartment</u> after hours will be charged a \$50.00 fee.

XVIII. SIGNS

- A. No 'For Sale', 'For Rent' sign or any other advertising is permitted at any <u>apartment</u> or anywhere on <u>Dockside</u> property.
- B. Anyone wishing to use the community bulletin board must comply with Appendix 8.

XIX. MOVING IN AND OUT, AND DELIVERIES

Anyone moving furniture, furnishings or major appliances in or out of any <u>apartment</u> must comply with Appendix 3.

XX. STORM PRECAUTIONS, FIRE PROCEDURES AND OTHER EMERGENCIES

In the event of a severe storm, fire or other emergency, <u>residents</u> must comply with Appendix 9.

XXI. CHANGES OF OWNERSHIP, SALES OR LEASES

- A. A <u>Co-Owner</u> wishing to sell his/her <u>apartment</u> must complete and comply with Appendix 1.
- B. A <u>Co-Owner</u> wishing to rent or lease his/her <u>apartment</u> must complete and comply with Appendix 2.

XXII. ADDITIONS, ALTERATIONS, RENOVATIONS AND MODIFICATIONS

- A. <u>Co-Owners</u> are prohibited from making any additions, alterations, renovations or modifications to their <u>apartment</u> that will in any way affect the structural soundness of the building. Any <u>Co-Owner</u> desiring to make any change or alteration to the external appearance of the building or any <u>common area</u> must comply with the provisions of the Master Deed and other documents contained in Appendix 4. The <u>Board</u> may require <u>residents</u> to remove any personal property deemed to be offensive by the <u>Board</u> from <u>common areas</u>.
- B. <u>Co-Owners</u> must acquire all construction-related permits in accordance with applicable law(s) prior to commencement of any construction-related activity. For purposes herein, 'construction' is defined as any one or more of the following: 1) work requiring the <u>Co-Owner</u> and/or <u>contractor</u> to obtain a building permit; 2) work intended to redesign or modify the layout of an <u>apartment</u>; 3) work involving significant electrical and/or plumbing changes and installation (e.g., a change-out of an electrical panel or rerouting of wiring or other work requiring electrical service supplier notification); 4) work involving the replacement or relocation of building components; and 5) work involving the installation of building materials (e.g., floor coverings).
- C. Prior to the commencement of a construction-related project, the following must occur:
 - <u>Co-Owner</u> and/or <u>Co-Owner</u>'s <u>contractor</u> must meet with the General Manager or his/her designee to: a) discuss details of the project and its plan; b) review drawings and specification sheets; c) review Appendix 5; and d) discuss the General Manager's or his/her designee's right to inspect the construction site at any time. A copy of the building permit, if required by law or code, must be forwarded to the <u>Association</u> at this time.
 - 2. The project's duration must be established and agreed upon in writing between the <u>Co-Owner</u>, <u>contractor</u> and <u>Management</u>. Failure to complete the project within the agreed timeframe may result in action by the <u>Board</u> under Paragraph XXV below and forfeiture of the security deposit, paid in accordance with Appendix 5. This time limit may be waived or adjusted by <u>Management</u> in the event: a) completion is impossible; b) it would result in great hardship to the <u>Co-Owner</u> or <u>contractor</u>; or c) it is delayed due to needs or requirements of the <u>Association</u>.
- D. As part of the approval process to make changes to the external appearance of the building or any <u>common area</u>, the <u>Board</u> reserves the right to establish the earliest commencement date of the approved change. All such changes must be completed within six months.

XXIII. SMOKING

All enclosed <u>common areas</u> are non-smoking areas. Smoke infiltrating another <u>Co-Owner</u>'s <u>apartment</u> or an enclosed <u>common area</u> should be reported and will be handled as a nuisance.

XXIV. CABLEVISION

Anyone wishing to subscribe to cablevision service provided by <u>Dockside</u> must comply with Appendix 6.

XXV. COMPLIANCE TO RULES

- A. Anyone may report a violation of these Rules and Regulations to Management, including Co-Owners, Dockside employees, lessees and guests. All employees must report violations to Management. All reports will be documented by Management.
- B. In the event of non-compliance with these Rules and Regulations, the Board may seek any remedy, inclusive of fines, liens and injunctive relief, to enforce compliance, and, in addition, seek from the Co-Owner: (1) damages; (2) attorney's fees; and (3) costs associated with pursuit of any remedy.
- C. Violation of these Rules and Regulations shall result in the following:
 - 1. 1st violation: written warning
 2. 2nd violation: \$100.00 fine

 - 3. 3^{rd} violation: \$200.00 fine
 - 4. Each successive violation: \$250.00 fine.

Nothing in this paragraph shall prohibit the Board from pursuing other remedies under Paragraph B above.

- D. Fines shall be levied and invoiced on the Co-Owner's monthly billing statement following the date of the second and subsequent violations.
- E. Co-Owners are responsible for violations by their lessees, employees, contractors and guests. The payment of those items under paragraphs B and C above is the responsibility of Co-Owners.
- F. Co-Owners against whom a fine or other damages or penalties have been levied shall have the opportunity to seek relief by requesting a hearing before the Board, or the Board's Appeal Committee (if one is appointed by the Board), within ten (10) business days after a fine, damages or penalties have been levied. The Board, or any Appeal Committee it may appoint, has the final authority to enforce levied fines, damages and penalties, to reduce them, or to cancel them, based upon its investigation and facts presented.

APPENDICES

The documents attached hereto comprise the Appendices for <u>Dockside</u>'s Rules and Regulations. These documents may be modified and updated by the <u>Board</u>, from time to time, as the <u>Board</u> deems appropriate.

- 1. Application for Sale and Waiver of Right of First Refusal
- 2. Application for Rental Agreement
- 3. Furniture Mover ('Mover') Policy and Procedure
- 4. Master Deed, Article L, Sections 1, 2, 4, 5
 - Request for Change to A Common Element or Request for Repair To A Common Element
 - Limited Common Element Alteration or Modification Agreement
 - External Change Agreement
 - Replacement of Common Elements Agreement
- 5. <u>Contractor</u> Policy/Procedure
- 6. Cablevision Service Management Policy/Procedure
- 7. Usage Agreement Boat <u>Dock</u> and Renewal of Usage Agreement Boat <u>Dock</u>
- 8. Office Policy Community Bulletin Board Utilization
- 9. Emergency Management Manual
- 10. Application for Reservation of Club Room
- 11. <u>Recyclable items</u> (Description)