# The Towers at Harbor Court Condominium

**House Rules** 

September 1, 2016

#### The Towers at Harbor Court Condominium House Rules

#### **Table of Contents**

Section 1-Introduction							
Section	on 2-General Policies						
a.	Access to the Condominium and Individual Units	1					
b.							
c.							
d. Entry Drive/Area on Lee Street							
e.	Children	1					
f.	Pets	1					
g. Rules Violation							
h.	Fines	2					
i.	Failure To Enforce	2					
Section	on 3-Building Integrity-General						
a.	Exterior Appearance	2					
b.	Alteration of Common Elements	2					
Sectio	on 4-Building Common Areas and Facilities						
a.	Storage Spaces (Lockers)	2					
b.	Garage and Parking Spaces	3					
c.	Elevator Lobbies	3					
đ.	Trash Chutes/ Rooms	3					
e.	Guest Quarters	4					
f.	Harbor Room	4					
Sectio	n 5-Building Safety						
a.	Fire Exits	4					
ъ.	Dangerous Substances	4					
c.	Smoking	4					
d.	Life Safety and Security Systems	4					
e,	Right of Entry and Unit Keys	4					
f.	Building Access Points	5					
g,	Security Access Cards/Fobs	5					
<u>Sectio</u>	n 6-Individual Units-Maintenance						
a.	Failure to Maintain	6					

b.	Water Heaters	6
c.	Electrical Equipment and Service	6
đ.	Toilets and Drains	6
e.	Temperature	6
<u>Sectio</u>	on 7-Individual Units-Noise	
a.	Construction/Renovation	6
	General	6
<u>Sectio</u>	n 8-Individual Units-Leasing and Sale	
a.	Leasing of Units	6
b.	Sale of Units	7
Sectio	on 9-Individual Units-Move-Ins and Move	-Outs
a.	Scheduling	8
	Fees and Deposits	8
c.	Damage	8
d.	Parking	8
Sectio	n 10-Individual Units-Deliveries and Ma	terials Movement
a.	Scheduling	8
	Building Access	8
	Parking	8
<u>Sectio</u>	n 11-Individual Units-Renovation	
a.	General	9
	Plan Submission and Deposits/Fees	9
c.	Insurance and Licenses	9
d.	Contractor Conduct	9
<u>Sectio</u>	n 12-Relations with Condominium Empl	<u>oyees</u>
a.	Private Business	9
ъ.	Courtesy Services	10
. c.	Contracted Services from Employees	10
	Exception to the Rules	10
Exhib	-	
A	Fees, Deposits and Fines	11
	Lease Addendum	12

#### THE TOWERS AT HARBOR COURT CONDOMINIUM

#### HOUSE RULES

#### 1. Introduction:

This document establishes the rules necessary to ensure a secure, comfortable and harmonious living environment at "The Towers" and to protect the property and interests of the Unit Owners and the Association. The rules supplement the Condominium's basic governing documents (Declaration and By-Laws) and apply to all owners and occupants as well as all other persons on the premises, including visitors and employees and contractors. The Board of Directors reserves the right to enforce the governing documents and these rules by means of fines as provided in Exhibit A and/or legal action, and the Board may also assess charges to cover the cost of damage to Condominium property, as appropriate. The publication of the House Rules does not preclude the subsequent establishment of new rules or amendments as the Board of Directors may deem appropriate.

#### 2. General Policies:

- a. Access to the Condominium and Individual Units All non-Owners/Occupants entering the Condominium must sign in at the front desk. A key to a unit will not be issued by desk personnel to any non-Owner/Occupant without the written authorization of the unit Owner/Occupant on a key release form which is available at the front desk.
- **b.** Unit Owner/Occupant Information All Unit Owners and Occupants are required to complete a Resident Information Form and file it with the Building Manager. A revised form must be filed as information changes or when requested by building management.
- **c.** Ingress and Egress All common sidewalks, entrances, passages, courts, halls, elevators, vestibules, corridors, and stairways of the Condominium shall not be obstructed or used for any purpose other than ingress to and egress from Units and Common Areas in the Building. Bicycles or other large recreational equipment cannot be transported through the main ground floor lobby area of the Condominium.
- d. Entry Drive/Area on Lee Street No vehicle shall be parked in any manner that impedes the ready entrance to or exit from the Building by another vehicle. No non-emergency/service vehicles are to be parked or left standing in this area for more than ten (10) minutes. A vehicle of an Owner/Occupant or guest in violation of this rule is subject to towing, at the risk and expense of the Owner/Occupant or guest. The Owner/Occupant will also be subject to a fine as identified in Exhibit A.
- **e.** Children Children of a Unit Owner/Occupant or guest or employee may not play in any of the open common areas (interior or exterior) of the Condominium. An exception is made for the owners of the 7<sup>th</sup> floor, East Tower, whose terrace is restricted to their use only.
- **f.** Pets The number and type of pets allowed are detailed in the Association's By-Laws (Article X, Section 3(e).). In addition -

- (1). Unless otherwise provided for under city, state or federal law, the weight of a pet cannot exceed thirty (30) pounds at full adult age. Requests for exemptions must be addressed to the Board of Directors in writing with supporting documentation. An exemption can only be made by a resolution duly adopted by the Board of Directors.
- (2). No aggressive type animals, e.g., Pit Bulls or cross-bred dogs having substantially similar characteristics, are allowed in the Condominium.
- (3). All pets must be registered with the Condominium. A Pet Registration Form (available at the front desk) which includes pet details as well as the terms and conditions for maintenance of the pet in the Condominium, must be completed and signed by the pet owner and the Building Manager. If a pet owner is a renter, the Unit Owner must also sign the form. A deposit, as provided in Exhibit A, is required for a dog.
- (4). A Unit Owner/Occupant whose pet causes any soiling of/damage to any of the common areas of the Condominium must immediately report the incident to the front desk personnel.
- (5). Pets of visitors to the Condominium shall be subject to the same rules and regulations as the pets of Owners/Occupants. A Pet Registration Form will not be required for visits of seven (7) days or less.
- g. Rules Violations Any reports of rules violations made by an Owner/Occupant must be submitted to the Building Manager in writing.
- **h. Fines** Unit Owners and Occupants shall be subject to fines as set out in Exhibit A for violations of any provision or restriction imposed by the Declaration, By-Laws or House Rules, after notice and a hearing. In addition, Owners/Occupants will be liable for any costs to the Condominium incurred as a result of the violation.
- i. Failure to Enforce The Board of Director's failure to enforce any rule shall not constitute a waiver to enforce said rule at a later date or on a separate occasion.

#### 3. Building Integrity - General:

- a. Exterior Appearance: No Unit Owner/Occupant will alter the external appearance of the Building by hanging, displaying or exposing anything on the exterior of the unit/building or in/on the windows without obtaining the approval, in writing, of the Building Manager, Board or Council of Unit Owners, as appropriate. Window treatments visible from outside the Building must be white or off-white or lined with white or off-white materials.
- **b.** Alteration of Common Elements: No alterations of/modifications to Common Elements, whether General or Limited, are permitted without the review and written consent of the Building Manager, Board or Council of Unit Owners, as appropriate.

#### 4. Building Common Areas and Facilities:

#### a. Storage Spaces (Lockers):

- (1). A specific Storage Space can only be used by the Unit Owner assigned/deeded the space or such other individual who has been authorized to use the space by the Owner and such authority is on file with the Building Manager. Other than a padlock for the door, no other alteration of the Storage Space, to include covering the top and sides, is permitted.
- (2). No inflammable, combustible or explosive materials may be stored in the Storage Space and nothing can be stored in such a manner that would damage the walls,

fencing, etc., of the Storage Space or interfere with access to and operation of any utility or fire safety equipment.

(3). Items not stored in the correctly assigned Storage Space or items stored in the aisles outside of the Storage Spaces will be removed by Building Management.

#### b. Garage and Parking Spaces:

- (1). A specific Parking Space on levels 6 and 7 of the garage can only be used by the Unit Owner assigned/deeded the space or such other individual who has been authorized to use the space and such authority is on file with the Building Manager. Alterations to Parking Spaces are not permitted without the written consent of the Building Manager, Board or Council of Unit Owners, as appropriate.
- (2). Unit Owners or other Occupants cannot park in any guest parking area or temporary parking spaces if any such areas have been designated as such by Building Management. All Unit Owners, Occupants and their guests must abide by the policies and procedures established by the Board for access to and use of guest parking areas.
- (3). Nothing other than a motor vehicle and a small shopping cart may be parked/stored in the assigned Parking Space. These items must be parked/placed in a manner that does not infringe on neighboring Parking Spaces or driving areas within the garage.
- (4). Washing of automobiles within the Condominium's parking garage area is not permitted.
- (5). Owners or other Occupants must maintain their vehicles in a manner that will prevent possible damage to the garage structure and its appearance. Owners will be notified of any problems identified, such as leaking fluids, and will have 7 days to repair the problem after such notification.
- (6). A vehicle not parked in the correctly assigned Parking Space is subject to towing at the vehicle owner's expense.
- (7). Limited bicycle storage is available in the garage elevator lobby areas on the 6<sup>th</sup> and 7<sup>th</sup> floors of the garage. Owners and other Occupants who wish to store their bicycles in these areas must first obtain permission and a permit number from the Building Manager and agree to the terms and conditions associated with such storage. A Bicycle Registration Form is available at the front desk.
- (8). Shopping carts provided by the condominium for the convenience of Owners/Occupants must be returned to the garage elevator vestibules within 30 minutes after use.

#### c. Elevator Lobbies:

- (1). No alterations/modifications to the elevator lobbies on each Tower floor are permitted without the written consent of the Building Manager, the Board or the Council of Unit Owners, as appropriate.
- (2). No furnishings, flowers or other decorations may be added to any such lobby without the prior consent or approval of all Owners of the units sharing the lobby. No damage can be done to the walls, floors, ceiling or doors and any damage that may be done will be repaired at the expense of the Unit Owner(s).
- (3). Where an elevator lobby has been customized by a past or current Unit Owner or Owners, the maintenance and repair of the elevator lobby shall be the responsibility of the current Unit Owner or Owners. The term "customized" includes, but is not limited to, any non-standard flooring, wall covering/painting, ceiling and lighting.

A buyer of a unit on a floor that has been customized must be informed of their maintenance and repair responsibilities by the seller. Any changes to materials during maintenance and repair of a customized lobby must first be approved by the Association. If the lobby area is not maintained after notice to the Unit Owner or Owners, the Association may, at the owner's cost, undertake the maintenance or restore the lobby to a standard configuration.

- (4). Nothing of a highly flammable nature and nothing that would impede the movement of emergency personnel is allowed in the lobby area.
  - (5). No personal items of a Unit Owner can be stored in the lobby area.

#### d. Trash Chutes/Rooms:

- (1). Trash chutes cannot be used between the hours of 11:00 p.m. and 7:00 a.m.
- (2). All trash must be disposed of in accordance with the directions posted in the trash rooms.
  - (3). Doors to the trash rooms must be locked when not in use.

#### e. Guest Ouarters:

- (1). Subject to availability and payment of a usage fee, as set out in Exhibit A, a Unit Owner/Occupant may reserve the Guest Quarters. Payment must be made in advance and a Guest Quarters Reservation Form (available at the front desk), which includes the dates being reserved and the terms and conditions governing the use of the facility, must be completed and submitted to the Building Manager for approval.
- (2). Reservations may not be made more than three (3) months in advance and certain holiday periods, as designated by the Board of Directors, will be subject to reservations by lottery.

#### f. Harbor Room:

- (1). Subject to availability and payment of a usage fee, as set out in Exhibit A, a Unit Owner/Occupant may reserve the Harbor Room for a function. The reservation of the room and the payment of the fee must be made in advance of the planned event.
- (2). No person under the age of eighteen (18) may use the room unless accompanied at all times by an adult Owner/Occupant.
- (3). Condominium staff assistance in preparing for or cleaning up after an Owner/Occupant event will be charged to the Owner/Occupant at the hourly rate shown in Exhibit A.
- (4). The Owner/Occupant using the Harbor Room shall assume all responsibility for the persons and property of the individuals present at the event and the Condominium's property.
- (5). While present in the Harbor Room, all persons shall be subject to all of the rules and regulations governing the operations of the Condominium and the conduct of its residents.

#### 5. Building Safety:

- a. Fire Exits No articles or materials shall be placed in any of the fire staircases or landings, nor shall any fire exit be obstructed in any manner.
- **b. Dangerous Substances -** No inflammable, combustible, explosive materials or chemicals may be kept/stored in any Unit. Charcoal grills or other fuel burning apparatus are not to be used on the terraces.

- **c. Smoking** Smoking is prohibited in any of the Common Areas of the Condominium, including, but not limited to, the foyer entrance, lobby areas, elevators, hallways, stairwells, storage rooms, mechanical rooms, management offices, Harbor Room, Guest Quarters, other service rooms and garage levels 6 and 7.
- d. Life Safety and Security Systems No life safety or security feature (including, but not limited to, fire sprinkler heads and smoke detectors) may be moved or tampered with in any manner without the prior review and approval of the Board of Directors or its authorized agent. Owners and Occupants must immediately report any malfunction of a life safety or security feature to the condominium front desk.
- e. Right of Entry and Unit Keys The Association's By-Laws (Article VIII, Section 4 and Article X, Section 3(o).) provide the authority for the Condominium's employees or its authorized agent(s) to enter a unit under circumstances deemed to be an emergency and establishes the requirement for Unit Owners/Occupants to provide unit keys to the Condominium to facilitate this emergency access. These keys are located in a key box located behind the front desk or in a locked key box in the Building Manager's office if the Unit Owner/Occupants have so requested (in writing). In addition –
- (1). Two keys to each unit are required to be provided to the Condominium. A key may be released to the Unit Owner/Occupant in case of lockout/loss or to another individual authorized by the Owner/Occupant to have access, via a key release form. Unit Owners/Occupants may leave additional keys at the desk for use by contractors, real estate agents, cleaning people, etc., as long as their names are added to the key release form. All keys released by the front desk must be returned to the front desk.
- (2). Unit Owners/Occupants must provide the Condominium with new keys upon changing their lock(s).
- (3). Unit Owners/Occupants who have security systems installed in their units must provide the Building Manager with their security codes.
- (4). Failure to provide keys or the nonavailability of keys in the event of an emergency could result in damage to the front door(s) of the unit. Any repairs to/replacement of the door(s) will be at the Unit Owners expense.

#### f. Building Access Points:

- (1). Unit Owners/Occupants, their relatives, guests, employees, agents and contractors shall, at all times, maintain the security of the Condominium, complying with all policies of the Condominium relating to this matter as well as the direction of Condominium staff.
- (2). All doors in the common areas of the Condominium shall be closed immediately after passage and, in no instance, shall they be tampered with, adjusted or propped open.
- (3). Unit Owners/Occupants will alert Condominium management of any problems relating to doors, locks or access equipment.

#### g. Security Access Cards/Fobs:

- (1). One (1) access card per assigned Condominium garage space will be issued to the Owner by the garage for garage access. Lost garage access cards must be reported to the garage. The garage will issue a replacement card to the Owner for a fee.
- (2). No Unit Owner door access fobs will be activated for longer than twelve (12) months. Sixty (60) days prior to the fob expiration date, Owners will be notified of

the need to recertify their fobs with the front desk personnel. Failure to take the appropriate action will result in the deletion of the fobs from the system.

- (3). Upon transfer of Unit ownership, all door access fobs will be deleted from the system until certification information is received from the new Unit Owner.
- (4). All lost or stolen fobs must be reported to the Building Manager immediately. New fobs will be issued at a per fob cost shown in Exhibit A.
- **6. Individual Units Maintenance:** The Association's By-Laws (Article VIII, Section 3) provide detail on the maintenance responsibilities of Owners for their individual Units and, if applicable, their associated spaces (terrace). In addition –
- **a. Failure to Maintain** Should a Unit Owner fail to maintain their unit and if it is necessary for Condominium employees to perform maintenance or cleaning tasks, a fee for staff services, as shown in Exhibit A, will be charged to the Owner.
- **b. Water Heaters** Every water heater must be equipped with an automatic water shut-off device. This device must be fully operational at all times.

#### c. Electrical Equipment and Service:

- (1). All electrical equipment installed or used in each Unit will be in full compliance with or meet the requirements and recommendations of local authorities having jurisdiction.
- (2). All Unit Owners/Occupants are required to maintain electric service at all times.
- d. Toilets and Drains Toilets and drains in any Unit shall not be used for any purposes other than those for which they were designed. No sweepings, rubbish, rags, wipes or other articles that will produce clogs or backups can be thrown into a toilet or drain.
- e. Temperature All Unit Owners shall at all times maintain a temperature of not less than 55 degrees Fahrenheit within their Unit(s).

#### 7. Individual Units – Noise:

a. Construction/Renovation – Noise associated with construction or renovation work being performed in a Unit will be contained to that Unit to the extent possible and will be limited in duration to the times specified by the Condominium Association.

#### b. General -

- (1). No Owner(s)/Occupant(s) of a Unit shall make or permit any disturbing noises in the Unit(s) or other areas of the Building which interfere with the rights, comforts or convenience of other Condominium residents.
- (2). All residents shall keep the volume of any sound producing devices, e.g., televisions, stereos, musical instruments, gaming systems, exercise equipment, in their Units sufficiently reduced at all times so as not to disturb other Condominium residents.

#### 8. Individual Units - Leasing and Sale:

- a. Leasing of Units Article X, Section 1, paragraphs (a) through (e), of the By-Laws provide the basic framework and guidelines for the leasing of Units at the Condominium. In addition –
- (1). An Owner who wishes to lease their Unit is solely and fully responsible for the conduct of their renter and conditions of their rental agreement and The Towers at

Harbor Court Condominium management will rely on the Unit Owner to mitigate any issues that may arise and will refer any tenant issues of which they are aware to the Unit Owner for their timely resolution/disposition. A Unit Owner's failure to address issues in a timely manner may result in a fine being assessed against both the Owner and renter (See Exhibit A).

- (2). An Owner who wishes to rent their Unit must submit a written request to the Building Manager along with a processing fee as specified in Exhibit A. A request will not be considered if it is not in writing or not accompanied by the required fee. Rental list position for each Unit Owner who applies to lease his Unit will be on a first come, first served basis.
- (3). If the maximum number of units are being leased at the time the Unit Owner's request is received, the Building Manager will so notify the Owner and the requesting Unit Owner will be placed on a waiting list in order of the receipt of their request.
- (4). When the Building Manager sends a Permission to Lease Letter to the Unit Owner, the Unit Owner will have fifteen (15) days in which to confirm, in writing, his/her continued intention to lease the Unit. If a Unit Owner fails to respond to the Building Manager within the timeframe specified, the Owner will forfeit the right to lease his/her Unit.
- (5). When permission to lease is granted to a Unit Owner and they confirm their intention to lease, a Tenant Search Period, valid for no more than 120 days will be allowed. If a lease and the required Condominium Lease Addendum (Exhibit B) are not provided to the Building Manager within 120 days, the lease permission will expire. Leases will not be approved by the Building Manager without the submission of the signed Lease Addendum. The 120 day Tenant Search Period also applies to owners who are in the rental program and are re-renting their units. However, these owners, will have 14 days from the time the lease with the current tenant ends to clean/prepare their unit for rental before the 120 day period begins.
- (6). An Owner who has not responded to a Permission to Lease Letter, declines to lease his/her unit when permission is granted or who fails to find a tenant within 120 days will be removed from the waiting list, will have their application fee refunded and will not be able to re-apply for the rental program for six (6) months.
- (7). An Owner who has been leasing their Unit and then returns to the Condominium as a resident must reapply for permission to rent their unit if they so desire.
- (8). Permission to lease cannot be transferred to prospective purchasers. If a unit is leased at the time of purchase, that lease may continue in effect until its scheduled completion date if the buyer agrees and provides the Building Manager with a letter acknowledging their agreement with this arrangement and accepting full responsibility for their renter(s).
- (9). A Unit Owner must provide their tenant(s) a copy of the Condominium's governing documents and any amendments/supplements that may become available during their tenancy. Failure to provide tenant(s) with the required information may result in a fee being charged to the owner if the building management needs to intervene with the tenant(s).

- (10). Tenant security access cards/fobs are assigned to run concurrently with the term of the lease. No cards/fobs may be assigned without a valid lease and the submission of a completed Resident Information Form for the tenant.
- (11). A Unit Owner may request an exception to the By-Laws provisions relating to the number of units that may be leased or the term of the lease based on hardship or need. In addition, a Unit Owner may request an extension of the Tenant Search Period if conditions relating to the common elements of the Condominium or damage to the individual owner's unit so warrant. Such requests must be submitted to the Board of Directors in writing.

#### b. Sale of Units:

- (1). When a Unit Owner chooses to have an agent handle the sale of their unit, the Unit Owner is responsible for selecting/hiring that real estate agent for sales or management services and insuring that the proper documentation, e.g., key release form, is submitted to the front desk personnel to enable the agent to act on their behalf. No lock boxes are authorized.
- (2). No employee of "The Towers" may act, in any way, as an agent or representative of the Unit Owner in the sale of their Unit.
- (3). Owners or Real Estate Agents may not hold an "Open House" in the Building. All potential buyers must be escorted throughout the common areas of the Condominium and all security procedures must be strictly observed.
- (4). No sales meetings are permitted in the common areas of the Condominium and no signs relating to a sale are permitted that can be viewed from the common areas or from the exterior of the Building.
- 9. Individual Units Move-Ins and Move-Outs: For purposes of this paragraph, the terms "move-in" and "move-out" shall mean the complete relocation of a household.
- a. Scheduling: A Unit Owner/Occupant shall notify the Building Manager of any pending move-in or move-out by completing a Reservation Form for Moving which is available at the front desk. At least a week's notice or more of a move-in or move-out is recommended, but four (4) business days notice is required. In the event of a scheduling conflict with another Unit Owner/Occupant, the Building Manager will immediately inform the Owner/Occupant of the need to reschedule. Moves must be scheduled to occur between 9:00 am and 5:00 pm, Monday through Friday. Moves may not be scheduled on holidays.
- **b. Fees and Deposits:** At the time the Reservation Form for Moving is submitted to the front desk/office personnel, payment of the non-refundable fee and the moving deposit, as specified in Exhibit A, must also be made. A move cannot be scheduled without the payment of these monies. An hourly surcharge, as set out in Exhibit A, will be assessed to a Unit Owner/Occupant whose move is not completed by 5:00 pm.
- **c. Damage:** Any damage to the Common Elements of the Condominium or other Units caused in the course of moving will be the responsibility of the Unit Owner/Occupant to correct. If the cost of repairs is greater than the moving deposit, the Unit Owner/Occupant must reimburse the Condominium Association for the balance of the expenses. Units Owners/Occupants are fully responsible for ensuring that their moving contractor/company has appropriate liability coverage.

**d. Parking:** Moving vans must park in the area designated for the Tower of the Unit affected. Movers will be directed to the appropriate location by Association personnel.

#### 10. Individual Units - Deliveries and Materials Movement:

- **a. Scheduling:** The front desk personnel must be notified, in advance, of any deliveries of furniture, appliances, etc., to a Unit or the planned transport of construction or other materials to or from a Unit. If elevator padding is required for the delivery/materials movement, the Unit Owner/Occupant will be charged a fee as specified in Exhibit A. An additional fee may be charged if staff assistance or supervision is required for the move. Deliveries and materials movement are to be scheduled during the hours of 9:00 am and 5:00 pm, Monday through Friday (holidays excluded).
- **b. Building Access:** The Condominium's main entry doors on Lee Street cannot be used during the delivery of household items or the movement of materials. Condominium staff will identify "moving doors" that can be used to move items into and out of the Condominium and the freight elevator to be used for each Tower.
- **c.** Parking: Vehicles making deliveries to or engaged in the movement of materials to or from a Unit cannot park in the Lee Street Entry Drive or block access to this area. Vehicles violating this rule will be subject to towing at the vehicle owner's expense.

#### 11. Individual Units - Renovation:

- a. General: All plans for the renovation of a Unit, to include flooring changes and painting, are subject to prior review and approval by the Condominium Association or its authorized agent. The Condominium Association has the authority to require changes to Unit Owner plans in order to insure that the proposed renovation will not detract from the appearance of the Condominium, impair its structural integrity or functions of its plumbing, mechanical, utility and life safety systems, or otherwise create any condition unreasonably disadvantageous to other Owners or the Condominium as a whole.
- b. Plan Submission and Deposits/Fees: Prior to the start of a renovation project, a Unit Owner must submit a Renovation Request Form (available at the front desk), which specifies the information required on the project and the terms and conditions under which the project can proceed, to the Building Manager for review and approval. Payment of the appropriate deposit, as shown in Exhibit A, must be submitted with the Renovation Request Form. Owners submitting architectural plans for review will be charged a separate non-refundable fee, as shown in Exhibit A. Other fees may be assessed for the project depending on the need for padding of the elevator, staff assistance, expert review of plans, etc. These fees will be deducted from the deposit.
- **c. Insurance and Licenses:** Contractors performing work for Unit Owners must provide a copy of their valid business license and proof that they carry appropriate amounts of liability and Worker's Compensation insurance coverage, as specified by the Condominium Association, prior to starting work. Insurance certificates provided to the Condominium must name The Towers at Harbor Court Condominium as an additional insured with respect to operations at this location.

#### d. Contractor Conduct:

- (1). All contractors performing work in the Condominium will be required to abide by the "Contractor Rules" established by the Condominium which will be provided to them prior to the start of work. Unit Owners will be held responsible for the conduct of their contractors.
- (2). Any contractor who fails to follow the rules established by the Condominium or has, in prior instances, failed reasonably to comply with these rules or caused undue annoyance and inconvenience to Unit Owners or the Condominium staff may be refused access to the Condominium.

#### 12. Relations with Condominium Employees:

#### a. Private Business:

- (1). No Unit Owner or Occupant may engage any Condominium employee to conduct any private business for them, whether inside or outside of the Building, while the employee is working as an employee of the Condominium.
- (2). A Unit Owner or Occupant may request that Condominium employees perform services related to the upkeep, maintenance and repair of their unit. This request will be submitted to the Building Manager who will attempt to accommodate the request on a first come, first served basis, consistent with available employee capacity and the priority assigned to the request by the Building Manager. If the request can be accommodated, services will be performed at the rate set out in Exhibit A, plus the cost of any equipment and supplies consumed.
- **b.** Courtesy Services: Unit Owners or Occupants who use courtesy services permitted by the Board such as, but not limited to, transporting groceries and other items from vehicles to a Unit or accepting deliveries for temporary storage in the package room, do so at their own risk. The Association will not be liable for any loss or theft of or damage to any articles or property.
- c. Contracted Services from Employees: Services that Condominium employees perform for Unit Owners or Occupants when they are not working as employees of the Condominium will not be performed under the supervision of the Condominium and the Association bears no responsibility for any aspect of the work performed.
- **d.** Exception to the Rules: No Unit Owner or Occupant may ask Condominium employees for exceptions to restrictions imposed by the Declaration, By-Laws, House Rules or policies established by the Board.
- **13.** These rules were adopted in accordance with Section 11-113 of the Maryland Condominium Act, this the 18<sup>th</sup> day of November, 2013.

## 

Fees		
Staff hourly rate	40.00	all
Architectural application fee	100.00	11.b
Lease application fee	50.00	8.a
Building services (elevator padding) (per day)	25.00	10.a
Moving after 5 PM (per hour)	75.00	9.b
Construction after 5 PM (per hour)	75.00	11.b
Harbor Room	50.00	4.f
Guest Quarters (per day for two (2) persons)	135.00	4.e
Guest Quarters cancellation fee (\$25 or \$10 per reserved day which ever is greater)	25.00	4.e
Access Fobs	35.00	5.g
Access Fob Guest Quarters not returned (per day)	25.00	4.e 9.b
Move In - Move Out (per day)		
1 B/R unit	120.00	
2 B/R unit	140.00	
3 B/R unit	160.00	
Deposits		
Renovation:		11.b
Up to 2 days	250.00	
3-9 days	500.00	
10-20 days	1,000.00	
20 + days	5,000.00	
Move in-Move out	250.00	9.b
Pet (dogs only)	150.00	2.f
Fines*		
Violation of Documents (maximum per occurrence**)	500.00	all

\*Fines may only be imposed after notice and a hearing

In addition to any Fee, Deposit and Fine paid, the Unit Owner is responsible for any and all costs incurred by the Condominium in fulfilling any obligation that is the responsibility of the Unit Owner.

## THE TOWERS AT HARBOR COURT CONDOMINIUM Exhibit B

### LEASE ADDENDUM

This LEA	SE AD	DENDUM,	, m	ade	this	(	day o	f	, 20, b	y and
between		(he	erei	nafte	er called "L	and	lord")	, and _		
(hereinafter	called	"Tenant")	is	an	addendum	to	that	Lease	Agreement	dated
	and	d entered in	to b	y an	d between th	e La	andlor	d and T	enant.	

WITNESSETH that the Landlord and the Tenant covenant and agree as follows:

#### A. <u>Condition of Premises: Repairs: Use of Premises.</u>

- (a) The Premises are hereby acknowledged to be in a condition permitting habitation with reasonable safety, and Tenant accepts said Premises in such condition. Tenant agrees to keep the Premises in a good, clean condition; to make no use or occupation of the Premises other than as stated herein; to make no alterations, additions, or changes in the said Premises or the fixtures, thereof (nor to permit such to occur) without the written consent of the Landlord and the Board of Directors of The Towers at Harbor Court Condominium (hereinafter referred to as the "Condominium") to commit no waste thereon; to obey all laws, ordinances, and the Condominium Declaration of Easements, Covenants, Conditions and Restrictions, the By-Laws and the House Rules affecting the Premises; to not do or keep, or suffer to be or kept, upon the Premises anything which will increase the cost of the Condominium's or the Landlord's policy or policies of fire and/or hazard loss insurance coverage for the Premises; and to surrender the Premises at the termination hereof in like condition as when taken, reasonable wear and tear excepted.
- (b) Landlord agrees to follow the housing regulations of Federal State and local government and in particular Landlord shall not rent a unit to more persons than legally allowed.
- (c) In addition to the foregoing, Tenant specifically agrees that the use of the Premises shall conform to the following:
- 1. Move-In. All move-in and move-out of persons or belongings must be scheduled in advance with the management office, must be accompanied by a completed registration form,

<sup>\*\*</sup> Each recurrence within a 12 month period will be considered a separate violation subject to additional fine(s).

and are subject to the imposition of charges as established by the Board of Directors of the Condominium.

2. Condominium's Inspection Right. The Board of Directors of the Condominium, or its authorized agents, shall have the right to enter the Premises to make inspection of and to correct any conditions affecting another unit or a common element upon reasonable prior notice to the Landlord or Tenant and at a reasonably convenient time to all parties. In the event that the Condominium receives no response to a request for entry pursuant to this Paragraph 2 or if the request for entry is denied by either the Landlord or the Tenant, the Condominium shall have the right, hereby granted, to effect entry by whatever means is reasonable, and such entry shall not be deemed a trespass. The cost of any entry made pursuant to this Paragraph 2 and repairs necessary because of said entry shall be assessed against the Landlord and may be collected in the same manner as any other lawful assessment.

In the event of an emergency threatening life or property, no notice or request for entry shall be required and the cost of said entry and any repairs shall be borne by the appropriate party under the circumstances as shall be determined by the Board of Directors. Any emergency entry necessary shall not be deemed a trespass.

- 3. <u>Assignment or Subleasing.</u> Tenant agrees and covenants not to assign, sublet or transfer said Premises.
- 4. <u>Condominium is Third-Party Beneficiary.</u> Landlord and Tenant acknowledge that the Condominium is a third-party beneficiary of the promises made in this lease agreement.
- 5. Remedies of Condominium. In the event Tenant violates any provision of this Lease Addendum, or the By-Laws or House Rules governing the Condominium, the Board of Directors of the Condominium, or its authorized agent, may, at its option, 1) assess a fine against the Unit Owner and the Tenant who shall be personally liable for that fine plus any costs or attorney's fees incurred by the Condominium in the collection of the fine from the Tenant; and/or, 2) terminate this Lease Agreement and evict Tenant, upon giving reasonable notice to the Landlord who, by expressed act or by inaction, has refused to terminate his Lease Agreement and evict Tenant. Landlord hereby appoints the Board of Directors of the Condominium, and its authorized agents, as attorney-in-fact for Landlord and further agrees that all fines assessed against Tenant and all costs incurred by the Condominium to evict Tenant for violations of the Declaration, By-Laws or Rules and Regulations of the Condominium shall be paid by Landlord, and if not paid by the Landlord, shall constitute a lien against the Premises enforceable as if it were an assessment lien under the Master Deed and By-Laws of the Condominium.
- 6. Private Garnishment Right. In case of nonpayment of Condominium assessments or other charges by Landlord, once the Association has recorded a Statement of Condominium Lien against the Unit or upon the entry of a judgment against the owner, the Condominium or its authorized agent, is hereby authorized by Landlord to collect all delinquent assessments and charges directly from Tenant, and Tenant is hereby granted by Landlord the right to deduct such amounts paid to the Condominium from the rental due Landlord, after notice to the Unit Owner, except that Tenant shall not be required to pay to Condominium in any given month a sum greater than the rental owed by Tenant to Landlord for that month.
- 7. <u>Binding Effect.</u> It is mutually understood and agreed that all the covenants and agreements contained in this Lease Addendum shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Landlord, Tenant, and the

Condominium. Further, the parties agree that all the covenants and agreements contained in this Lease Addendum shall be deemed to be part of the Lease Agreement itself and incorporated entirely within the Lease Agreement as if included herein originally. Further, the parties agree that, in case of conflict between the Lease Agreement and this Lease Addendum, the terms of this Lease Addendum shall control unless otherwise agreed in writing by the parties to this Lease Addendum and the Condominium's Board of Directors. Further, the parties agree that the singular shall include the plural and the male gender include the female, or both male and female, wherever the context shall so require. In the event that two or more persons or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

- 8. <u>Severability.</u> Should any clause, sentence, or paragraph of this Lease Addendum be deemed to be in violation of any law, ordinance, or constitution applicable hereto, the clause, sentence or paragraph shall be null and void and of no effect. However, in the event of such an invalid clause, sentence or paragraph, the remainder of the clauses, sentences, and paragraphs of this Lease Addendum shall continue in full force and effect as if such invalid clause, sentence, or paragraph has not originally been included herein. The captions at the beginning of each paragraph of this Lease Addendum are for reference purposes only and are not intended to define, limit, affect, or supplement any provisions of this Agreement.
- 9. <u>Default.</u> It is understood and agreed that this Lease Addendum is and shall be subject in all respects to the Declaration of Easements, Covenants, Conditions and Restrictions, the Bylaws, or the House Rules of the Condominium, and that any failure by Tenant to conform with the foregoing shall constitute a default under this Lease Addendum which may be cured by Landlord in the manner set forth in the Lease Agreement and which may be further cured by the Condominium in the manner set forth in Paragraph 4 hereof.
- 10. New Provisions. THIS FORM LEASE ADDENDUM IS NOT INTENDED TO RESTRICT THE LANDLORD AND TENANT FROM ADDING PROVISIONS TO WHICH ALL AGREE SO LONG AS SUCH PROVISIONS DO NOT CONFLICT WITH PROVISIONS THAT ARE INCLUDED IN THIS LEASE ADDENDUM PROTECTING THE RIGHTS OF THE CONDOMINIUM.
- 11. Other Occupants. Landlord and Tenant state for the benefit of the Condominium that there shall be no other Tenants or occupants of the Premises except as named herein.
- 12. <u>Condominium Documents</u>. Landlord agrees to provide Tenant with a copy of the By-Laws and House Rules of the Condominium and agrees to keep throughout the term of this Lease Agreement and a renewal thereof, the Tenant aware of any modifications made by the Condominium and/or its Board of Directors to such documents.

IN WITNESS WHEREOF, and as for the date and year first hereinabove written, the parties hereto have set their respective hands and seals to three counterparts of this Lease Addendum, each of which shall constitute an original.

WITNESS		
		(SEAL)
	Landlord	```
		(SEAL)
	Landlord	· ·

	(SEAL)
	Tenant
	(SEAL)
	Tenant
Unit Owners please initial where applicable:	
I authorize the lease holder(s) completed by condominium staff. I authorize re	of my unit to request maintenance repairs to be epair costs up to \$100.
I DO NOT authorize the lease hol all requests for repairs will come from me direct	der(s) of my unit to request maintenance repairs; fly.