

CLARKE FARM CONDOMINIUMS
CONSOLIDATED RULES AND REGULATIONS

Revised as of November 18, 2019

(Including Use Restrictions and other items cited from the Declaration of Condominium, the By-Laws of the Condominium, and Rules and Regulations approved by the Board of Directors)

The list that follows is intended to provide a helpful, single source guide to the Rules and Regulations and other restrictions governing Unit Owners of Clarke Farm Condominiums. This document, therefore, includes items from the multiple condominium documents listed in the above paragraph. The items that are included, however, are not a complete and comprehensive listing of all the provisions, use restrictions, and Rules and Regulations contained in the original documents. Unit Owners should consult the Condominium Declaration, By-Laws, and Board Rules and Regulations documents to obtain a complete listing. Omission from the following list of a use restriction or Rule or Regulation that is contained in one of the governing documents of the Condominium does not relieve an occupant from the responsibility to comply with the provisions of all use restrictions and Rules and Regulations contained in those documents.

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GENERAL

1. Wherever in this document reference is made to a “Unit Owner”, such term shall apply to the owner of any Unit, to his family, whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. (Rules and Regulations #2)

Wherever in this document reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association. (Rules and Regulations #2)

2. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the building, terraces, courtyards, porches, patios, driveways, recreational areas, grounds, parking areas, and any other appurtenances. (Rules and Regulations #3)

In the event a Unit Owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors, continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of any provision of the respective covenants, then in such event the Unit Owner shall pay for the costs and expenses for such legal proceeding, including reasonable attorney’s fees incurred by the Association, provided that the Association is successful in such litigation (Declaration 16.20).

In the event a Unit Owner or occupant fails to observe and perform all of the provisions of the Declaration, By-Laws, applicable rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to levy a fine against the Unit Owner. No fine shall be levied prior to at least fourteen (14) days written notice to the Unit Owner or tenant, signed by an officer of the Association, which notice shall include: (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or Rules and Regulations which allegedly have been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Board of Directors shall conduct the hearing. The Unit Owner or tenant shall have the right to attend the hearing and shall have the opportunity to respond, present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing the Board of Directors shall determine whether a fine is appropriate, and, if so, shall give the Unit Owner or tenant written notice of its decision. The amount of any fine imposed shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time, and shall be due and payable within ten (10) days after written notice of the imposition of the fine. If any fine is levied against a Unit Owner and is not paid within ten (10) days after same is due, the Association shall have the right to place a lien on the Unit Owner’s property for the amount of the unpaid fine and any legal and/or attorney fees incurred and exercise all other rights provided by the Condominium Act. (Rules and Regulations #3)

RESTRICTIONS ON USE

1. No Unit shall be used for any purpose other than as and for a single family residence or dwelling (Declaration 16.1).

No two-bedroom Unit shall be permanently occupied by more than four individuals except as otherwise provided within the Declaration of Condominium (Declaration 16.10).

2. All Common Areas shall be kept free for their intended use by the Unit Owners in common and shall in no event be used as storage areas by the individual Unit Owners, either on a temporary or permanent basis (Declaration 16.6).

3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. (Rules and Regulations #7)

No water beds shall be permitted in any Unit unless the Unit Owner provides the Association with an insurance certificate indemnifying the Association and any other Unit Owner from damage caused due to such ownership. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any public law, ordinance or regulation. (Rules and Regulations #7)

No gasoline or other explosive or flammable material may be kept in any Unit or storage area. No waste shall be committed on the Common Elements. (Rules and Regulations #7)

4. All garbage and refuse from the Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the Owner by the Directors. Refuse, newspapers and bagged garbage shall be deposited only in areas provided for such purposes. Sorting of garbage, if same may be required by any proper municipal authority, shall be undertaken by the Unit Owners upon notice by the Board of Directors (Declaration 16.17).

All garbage and trash must be placed in the proper receptacles designed for refuse collection, and no garbage or trash shall be placed elsewhere on any Common Element. (Rules and Regulations #8)

Trash receptacles shall be stored in garages until 6:00 p.m. of the evening prior to the scheduled pickup day and empty receptacles shall be returned to the garages by 7:00 p.m. on the scheduled pickup day. All trash receptacles used for this purpose shall be clearly marked with the Unit's Number in order to identify them. Grass clippings and/or plant trimmings are not to be placed in trash receptacles but placed in a trash bag which is to be left next to the regular trash receptacles on the scheduled day of pickup (Rules and Regulations #8)

5. Water closets and other water apparatus in the Buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused or originated (Declaration 16.18).

No sweepings, matches, rags, ashes or other improper articles shall be thrown in any water closet or other water and sewer apparatus. (Rules and Regulations #9)

The sewage station macerator pump is designed to handle waste and toilet tissue only. Disposal of solid items including, but not limited to, tampons, sanitary napkins, underwear, rags, and wet strength cleaning or sanitizing towels into the sewer system is prohibited. (Rules and Regulations #9)

6. All Unit Owners shall keep and maintain the interior of their respective Units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective Owners' apartments, whether inside or outside Owners' apartments, and shall promptly pay for all utilities which are separately metered to the Units (Declaration 16.2).
7. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw, or permit to be swept or thrown therefrom, or from the doors or windows thereof of any dirt or other substance. (Rules and Regulations #10)
8. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the Building or which may structurally change the Building, nor shall anything be altered, constructed on or removed from the Common Elements except upon the prior written consent of the Board of Directors. (Rules and Regulations #11)

9. No noxious or offensive activity shall be carried on in any unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners. (Rules and Regulations #12)

All occupants of areas shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants (Declaration 16.8).

No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's Unit between the hours of 11:00 p.m. and the following 9:00 a.m. if the same may disturb or annoy other occupants of the Building, and in no event shall either vocal or instrumental music be practiced for more than two hours in any day or between the hours of 6:00 p.m. and the following 9:00 a.m., nor shall an occupant commit or permit any nuisance or immoral or illegal act in his Unit, or in the Common Elements (Declaration 16.9).

All Unit Owners, residents, and guests shall keep the volume of any amplified sound producing devices such as radios, televisions, computers, stereo units, "boom boxes", etc., or musical instruments in their Units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner, resident, or guest shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of 11:00 p.m. and the following 9:00 a.m. if such operation shall disturb or annoy other occupants of the Building. (Rules and Regulations #12)

10. No business or commercial activity shall be conducted at any time in or from any unit, including, but not limited to storing or processing inventory, visitation of the home by clients, customers, suppliers or other business invitees or door to door solicitation of residents. The use of a unit as a public lodging establishment shall be deemed a business or commercial use and is prohibited. Incidental or occasional business-related activities such as maintaining a personal or professional library, keeping personal, business or professional records in the unit, handling personal, business or professional telephone calls, e-mail, web services or written correspondence, are expressly declared customarily incident to residential use, and are permitted provided that the unit is not utilized as a primary location of a business. (Rules and Regulations #13)
11. No Unit Owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the Common Elements, Limited Common Elements, or in his respective Unit if such sign may be seen from any portion of the Common Elements; except for name plates which shall be uniform in size and design, and approved by the Board of Directors (Declaration 16.3).

No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Condominium or in any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. (Rules and Regulations #13)

The right is reserved by the Board of Directors or the Managing Agent to place "For Sale," "For Rent," or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the Owner of any Unit to place such signs on any Unit owned by such mortgagee, but in no event shall any sign have dimensions greater than one foot by two feet. (Rules and Regulations #13)

12. Unit Owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the Common Elements or Limited Common Elements where the repair of said damage is the obligation of the Association (Declaration 16.5).
13. Unit Owners, their guests and invitees agree to use the Common Elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof. (Declaration 16.12).
14. Draperies, curtains or venetian blinds must be installed by each Unit Owner on all windows of his Unit, and must be maintained thereon at all times except for garage windows which must, however, be kept clear of items

stored in the interior of the garage so that they are not visible from the exterior of the building. (Rules and Regulations #14)

15. No clothing, bedding or other similar items shall be dried or aired in any outdoor area within the Unit or any Limited Common Element if the same can be seen from the Common Areas (Declaration 16.7)

No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit. (Rules and Regulations #15)

The prohibition herein includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. (Rules and Regulations #15)

Under no circumstance shall any television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his Unit. A Unit Owner may, however, use a central radio or television antenna provided as a part of his Unit. (Rules and Regulations #15)

No clothes line, clothes rack or any other device may be used to hang any items on any window, nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Board of Directors. (Rules and Regulations #15)

Exterior limited common areas such as porches, patios, terraces, etc. shall not be used as storage areas. No articles except suitable furniture, plants and planters shall be placed on porches, patios, terraces, courtyards or similar areas unless specifically approved by the Board of Directors

No terrace shall be enclosed or covered by a Unit Owner without the prior written consent of the Board of Directors. (Rules and Regulations #15)

16. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit. (Rules and Regulations #16)

ALTERATIONS

1. No Unit Owner shall do any work or make any alterations or changes with respect to his Unit which would:
 - a. jeopardize the soundness or safety of his Unit or any part of the Condominium Property (Declaration 12.1A);
 - b. reduce the value of his Unit or any other part of the Condominium Property (Declaration 12.1A);
 - c. impair any easement or hereditament, without, in each case, first obtaining the unanimous written consent of all other Unit Owners (Declaration 12.1A);
 - d. jeopardize the security interest of a mortgagee (Declaration 12.1A);
 - e. in any manner, provide additional bedrooms (no unit shall have more than two bedrooms (Declaration 12.1A)).
2. In no event shall any work, alteration, or change be undertaken with respect to any Unit unless and until complete plans, specifications, list of material, completed estimates of cost of improvements for insurance purposes, and other matters relating to the proposed work shall have been submitted to and approved by the Board of Directors (Declaration 12.1B).

The Board of Directors shall have the absolute right, in its sole discretion, to approve or disapprove such plans, specifications, materials and other matters. Such approval, if applicable, will not be withheld unreasonably (Declaration 12.1B).

3. Unit Owners intending to make any architectural modifications to their unit, limited common areas, or association common property surrounding their unit, must submit an Architectural Application/Proposal to Modify Condominium Property. Any modification initiated prior to Board approval will be subject to denial of approval, fine, or “undoing” of modification(s) at the expense of the homeowner. (Rules and Regulations #47, approved November 18, 2019)
4. Any such work or improvements to a Unit undertaken with the approval of the Board of Directors shall be in full and complete compliance, in every respect, with all applicable laws, ordinances, building codes and any other applicable regulations (Declaration 12.1C).

All such work shall be done in a good and workmanlike manner, without damage or impairment to any of the Common Elements or other Units, and without disturbance of other Unit Owners’ quiet enjoyment of their Units (Declaration 12.1C).

It shall be the responsibility of the Unit Owner undertaking such work to obtain all necessary permits (Declaration 12.1C).

The Unit Owner undertaking such work shall indemnify and hold the Association, the Board of Directors, all other Unit Owners and the Declarant harmless of and from any and all costs, damages, liabilities or other consequences arising out of the undertaking of the work (Declaration 12.1C).

Approval of the proposed work by the Board of Directors is not to be construed by the Unit Owner as an assurance that the submitted plans, specifications, materials list and other materials, or the proposed work itself, is in compliance with any laws, ordinances, codes or regulations applicable to said work (Declaration 12.1C).

5. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Owner in any manner without prior consent to the Board of Directors, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Directors. Any such alterations or improvements may only be permitted upon specific plans and specifications, standards and criteria established thereof, which when approved shall be subject for use by all Unit Owners (Declaration 16.1.5).

Nothing contained in this Section shall be deemed to prohibit any Unit Owner from changing the color scheme on any painted interior surfaces of the Unit, or changing the color scheme on any painted interior surfaces of the Unit, or changing carpeting or floor covering in any Unit, so long as no portion of the Common Elements are affected (Declaration 12.1D).

6. Each Unit Owner shall have the responsibility of obtaining property insurance to cover any increase in value of his Unit caused by any work, change or alteration undertaken with respect to his Unit (Declaration 12.1E).
7. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans shall be used in or about the Unit except as shall have been approved by the Board of Directors, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors. Glass and screening replacements must be of original color and quality (Declaration 16.16).
8. The Board of Directors has adopted an approved plan for the enclosure of a porch on a “B” unit. Owners of such units may enclose a porch serving their units, either with a screened or glass enclosure, in accordance with said approved plan without consent from the Board of Directors, provided such enclosure conforms in all respects to the said approved plan and the Town of Narragansett zoning requirements. A copy of the approved plan and any other requirements for proceeding with such an enclosure may be obtained from the Property Manager. The unit owner is responsible for obtaining all required building permits and inspections. The Board

of Directors retains the right to inspect the finished enclosure and to order the Unit Owner to make modifications if the completed work does not conform to the approved plan. (Rules and Regulations #17)

9. The Board of Directors has adopted make, model, style and color of screen door as a standard for use in the Condominium. No screen door except the standard make, model, color and style adopted by the Board of Directors shall be installed in the Condominium units. The owner may install a screen door without specific consent from the Board of Directors provided that such screen door installation conforms in all respects to the adopted standard. A copy of the adopted standard may be obtained from the Property Manager. The Board of Directors retains the right to inspect the installation of any screen door and to require the Unit Owner to make modifications if the completed work does not conform to the adopted specifications. (Rules and Regulations #18)

PETS

1. Unit Owners shall be permitted to own or keep small dogs, cats and birds such as canaries or parakeets, and fish such as goldfish or tropical varieties, and no such dog, cat, bird or fish shall be raised for commercial purposes. All other pets must be approved by the Board of Directors. All Unit owners who intend to keep a dog must sign a Pet Agreement attached to the Rules and Regulations of the Association (Declaration 16.4)

Unit owners may keep a pet only by obtaining approval from the Board of Directors in writing after submitting the Pet Agreement. (Rules and Regulations, #19)

No reptiles, monkeys, rodents, amphibians, poultry, swine, livestock, or other exotic animals may be kept in the Condominium. (Rules and Regulations, #19)

2. Unit Owners, renters, guests, and all other occupants shall comply at all times with the following Rules and Regulations regarding the keeping of pets in the Condominium: (Rules and Regulations, #20)
 - a. Cats and dogs per unit shall be limited at all times to no more than two (2) in the aggregate, only one of which may be a dog. A large dog (one which weighs in excess of 60 pounds) is not permitted to be kept anywhere in the Condominium Property. The Association may grandfather an Owner's right to have pets exceeding these limitations, so long as it is agreed by the Owner not to replace the pets exceeding the limitations following the death of the grandfathered pet or pets. (Rules and Regulations, #20a)
 - b. Dogs of breeds that are known to have had a history of aggressiveness towards humans, including, but not limited to, Rottweilers, pit bulls (such as Staffordshire terriers or American pit bull terriers), Dobermans, etc., shall not allowed on the premises of any Unit or Common Element of the Condominium at any time. (Rules and Regulations, #20b)
 - c. Residents and guests owners are responsible for the immediate pick-up and removal of pet waste from Condominium Property. Dog urine is highly toxic to shrubbery and short grass. For this reason Dogs shall not be permitted to void in any of the maintained areas of the Condominium Property. (Rules and Regulations, #20c)
 - d. Pets shall not be allowed to create excessive noise or annoy other residents of the units or surrounding neighborhood. (Rules and Regulations, #20d)
 - e. Residents and guests shall not allow either cats or dogs to roam freely and shall not leave pets unattended on decks or patios or on a leash in common areas. Dogs must be walked on a leash at all times. (Rules and Regulations, #20e)
 - f. Residents and guests shall comply with all Town Ordinances and applicable state statutes regarding pets. (Rules and Regulations, #20f)

- g. The Unit Owner shall indemnify and hold the Association harmless from any and all public liability and/or property damage arising either directly or indirectly from the keeping of a pet on the premises. (Rules and Regulations, #20g)
3. Permission to keep the pet on the premises may be revoked at any time if pet owner fails to comply with the Rules and Regulations or in any way allows pet to become a nuisance to other residents, in which case pet owner agrees to remove pet within seventy-two (72) hours of written notice from the Association. (Rules and Regulations #21)

RENTAL/LEASE OF UNITS

1. All leases or rental agreements for Units shall be in writing, and shall specifically provide that the rental and use of such Units and the Common Elements are subject to the terms of this Declaration, including the By-Laws and any rules and regulations which may from time to time be promulgated (Declaration 15.2).
2. No Unit owner may rent or lease his Unit, or renew or extend the term of a lease except upon the following terms and conditions:
 - a. All tenancies must be in writing (Declaration 15.2).
 - b. No Unit may be leased or rented more than two times in each calendar year or for a period of less than six (6) months (Declaration 15.2).
 - c. The above provisions (a & b) may not be amended or modified in any manner without the prior written consent of the Zoning and Platting Board of Review of the Town of Narragansett (Declaration 15.2).
3. A copy of each executed lease agreement will be provided to the Association within fifteen (15) days of execution (Rules and Regulations #22).

CHILDREN, GUESTS AND RENTERS

1. Unit Owners or Unit Owners' approved lessees shall be permitted to have visitor occupants of any age for up to three weeks during a six month period provided that at no time shall any two bedroom Unit be occupied by more than six individuals. The six month periods shall commence on the date of filing of this Declaration (Declaration 16.11).
2. Owners shall be held responsible for the actions of their children, and their guests and renters. (Rules and Regulations #23)
3. All privileges or use of facilities go with occupancy of each Unit - which means that renters of Units have the same privileges as Unit owners. Therefore, when a Unit is rented, the owner of the Unit is denied the use of Association facilities unless otherwise approved by the Association. (Rules and Regulations #24)
4. Owner/residents shall abide by the Rules and Regulations. Owners are responsible for providing a copy of this document to their renters and ensuring that their renters comply with all Rules and Regulations. (Rules and Regulations #25)

PARKING AND STORAGE

1. All personal property placed in any portion of the Building or any place appurtenant thereto, including without limitation any storage areas, shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage of such property. No articles of personal property shall be left unattended in common areas of the building or passageways, parking areas, sidewalks, lawns or elsewhere on the Common Elements. (Rules and Regulations #26)

2. Should an employee of the Association, at the request of a Unit Owner, move or handle any articles, or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. (Rules and Regulations #27)
3. Automobiles shall be parked only on the parking spaces established for such purpose. No repair of vehicles shall be made within the Condominium Property (Declaration 16.13).

The guest parking spaces ... shall be used for guest parking and such other uses as determined by the Directors and subject to such Rules and Regulations as may be promulgated individually by the Directors (Declaration 16.14)

4. No trucks, including so-called "pickup" trucks, even if such vehicles bear passenger registration plates, or commercial vehicles, ... campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the Common Elements except as may be allowed by the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick up, delivery and other commercial services... (Declaration 16.13).

Article 4.3.B of the Declaration states: "Each residential Unit within a Building shall have, as Limited Common Elements, the exclusive right and easement to use designated parking space(s) having the same name identification as the unit." These spaces (or spaces in the case of two-car garage units) are shown on the Record of Survey Map and are located directly in front of the garage of each unit. Residents and guests who are not able to park their cars in their unit's garage or designated space(s) must utilize the designated guest parking areas in their respective courtyards or in the guest parking spaces at the end of the Fox Drive road (although parking is not permitted at the end of Fox Drive at any time when snow plowing is required). Residents and guests are not permitted to park at any time in the Condominium area other than in a unit's garage, a unit's designated Limited Common Area parking space(s), or in the guest parking areas (Rules and Regulations #28 rev. 9/18/07).

Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Board of Directors. All vehicles parked in the common elements or assigned limited common element spaces shall have current registration and be in operating condition. No vehicles shall be parked on Condominium property with conspicuous "For Sale" signs attached. (Rules and Regulations #28 rev. 9/18/07)

5. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the owner's sole risk and expense. (Rules and Regulations #29)
6. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the Owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof. (Rules and Regulations #30)

ENTRY INTO UNITS

1. The agents of the Board of Directors or the Managing Agent, and any contractors or workmen authorized by the Board of Directors or the Managing Agent, may enter any room or Unit with the written permission of the Unit Owner at any reasonable hour of the day (except in case of emergency, in which case entry may be

immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation, inspecting such Unit for the presence of vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. (Rules and Regulations #31)

In the case of an emergency, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to the unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to the unit caused by the lack of access to a key. (Rules and Regulations #31)

2. Employees and agents of the Association are not authorized to accept packages, keys, money (except for payment of assessments for common charges) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. (Rules and Regulations #32)

Deliveries requiring entrance to a Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries. (Rules and Regulations #32)

MOVING

1. Move-ins and move-outs are restricted to the hours between 9:00 a.m. and 9:00 p.m. (Rules and Regulations #33)

ASSOCIATION

1. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Managing Agent's office by check or money order, payable to the CLARKE FARM CONDOMINIUMS. Cash will not be accepted. (Rules and Regulations #34)

Assessments or fees, and installments thereof, not paid within fifteen (15) days from the date when they are due shall bear interest at the rate of eighteen (18) percent per annum from the due date until paid (Declaration 10.2.A).

A \$25 late fee may be charged if payment is not received by the 15th of any month (in addition to interest at the rate of eighteen (18) percent per annum from the due date until paid as specified in Section 10.2.A of the Declaration). (Rules and Regulations #34)

2. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Managing Agent or the Board of Directors. (Rules and Regulations #35)

No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association. (Rules and Regulations #35)

CONSIDERATION IN USE OF UNITS

1. All radio, television or other electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in his Unit. (Rules and Regulations #36)

2. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any Unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions. (Rules and Regulations #37)

MISCELLANEOUS

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Board of Directors or its designated committee. No fences may be erected around or on the Common Elements. (Rules and Regulations #38)
2. All Unit Owners who currently have or would like to establish a bird feeder are required to complete a Bird Feeder Permit Form and submit the form to the Board stating their intentions of either placing or keeping a bird feeder.

On the Bird Feeder Permit the Owners will:

- a. State the location of the bird feeder (on the Common Elements, exposed Limited Common Elements, or on their patio, making sure that the placement does not interfere with grass mowing operations and,
- b. agree to use only safflower or nyjer seeds in the feeder.

The Board will consider each bird feeder permit request and either approve or deny the request in writing. (Rules and Regulations #39, approved March 23, 2016)

3. As the land surrounding Clark Farm Condominiums is largely forest area and the funds derived from assessments levied by the Association for landscaping purposes are devoted to the maintenance of the grounds that are currently maintained, the Association will not authorize any actions that alter the appearance of any of the unimproved perimeter areas using common funds unless such actions are deemed necessary to reduce or eliminate dangers or damage to the common properties or residents. (Rules and Regulations #40, approved August 16, 2010)

If, however, a unit owner desires to undertake improvements to any of the common areas in addition to those areas maintained by the Association, such improvements may be made under the following conditions:

- a. Improvements to common areas currently not maintained by the Association must be totally funded by individual unit owners and not out of common funds. The requesting unit owner or owners must agree to implement and maintain the improvements through their own efforts or through licensed and insured contractors at their own expense. (Rules and Regulations #40a, approved August 16, 2010)
- b. Such improvements in the unimproved perimeter areas may be made only to the first six (6) yards from the property maintained by the Association and must be in the vicinity of the owner's unit. Removal of standing trees is not permitted. Alteration of any area within fifty (50') of a freshwater wetlands is regulated by the Rhode Island Department of Environmental Management (DEM) and/or the Rhode Island Coastal Resources Management Council (CRMC) and no improvements can be made without proper permitting by the governing agency or agencies. (Rules and Regulations #40b, approved August 16, 2010)
- c. Such improvements may be made by an owner or owners only after submitting a plan to the landscaping committee and obtaining the committee's approval. If the improvement will encroach on any wetlands or wetlands perimeter, the owner or owners must also submit an approved permit from the governing agency. (Rules and Regulations #40c, approved August 16, 2010)

- d. A unit owner requesting such improvements, prior to the commencement of any work, must sign a waiver of liability for injuries and damages caused either by work performed on such improvements or by the improvements themselves. (Rules and Regulations #40d, approved August 16, 2010)
 - e. The Association, at the discretion of its Board of Directors, may determine at any future time to revoke permission for a unit owner to maintain improvements in the common areas, in which case such improvements already made to the perimeter will be allowed to revert to their natural state. In cases where a cost is incurred by the Association to restore the property to its natural state, the Association may assess this cost to the unit owner or owners who made the improvements to the specified property. (Rules and Regulations #40e, approved August 16, 2010)
 - f. If a unit owner is maintaining an area of the common property under the conditions above decides to sell the unit, said unit owner must disclose to the buyer of the unit that the Association will not maintain the specified area. The new owner may then apply for permission to continue maintaining the specified property under the conditions above or may elect to discontinue maintenance and allow the property to revert to its natural state. (Rules and Regulations #40f, approved August 16, 2010)
4. Solicitors are not permitted in the Buildings. If any Unit Owner is contacted by a solicitor on the Property, the Managing Agent must be notified immediately. (Rules and Regulations #41)
 5. The installation of additional major appliances in any Unit is prohibited. Such additional prohibited appliances include, but are not limited to, washing machines, dryers, and dishwashers. Replacement of existing major appliances with comparable equipment is permitted. (Rules and Regulations #42)
 6. In the event a Unit Owner is in violation of any restrictions in these Rules and Regulations, and after notification by the Board of Directors continues in such violation, and in the event it is necessary that the Directors bring a legal proceeding for the enforcement and/or the abatement, as the case may be, of any restriction and/or violation, then the Unit Owner shall pay for the costs and expenses for such legal proceeding in which the Association is successful. (Rules and Regulations #43)
 7. No guns or weapons of any kind shall be used in or on the Condominium Property. (Rules and Regulations #44)
 8. No open fires of any kind (such as fire pits, chimineas, etc.) are permitted anywhere outdoors on Clarke Farm property. (Rules and Regulations #45, approved June 27, 2013)

BARBEQUE GRILLS

1. All Unit Owners who intend to keep a barbeque grill on the premises of the Unit must apply for a Barbeque Grill permit from the Association and shall comply with the following Rules and Regulations: (Rules and Regulations #46)
 - a. No lighted gas or charcoal grills are allowed on any wooden surfaces such as decks, porches or step areas or in any enclosed area such as a garage. (Rules and Regulations #46a rev. 9/18/07)
 - b. All gas grills shall be UL approved. Charcoal grills, if used, must be of the type that has a cover. (Rules and Regulations #46b)
 - c. An operational dry chemical, Class ABC rated fire extinguisher (such as a 3-A:40-BC unit for example) shall be present when the grill is in use. (Rules and Regulations #46c)
 - d. Barbecue grills shall be operated a distance of at least three (3) feet from any vertical, flammable surface. (Rules and Regulations #46d)

- e. Grills shall be attended at all times when in use. If for any reason the grill must be left unattended, the cover should be lowered and the heat reduced until the operator is present to watch for flare-up. (Rules and Regulations #46e)