

**ARCADE PROVIDENCE SHOPS
CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS/
OWNERS' HANDBOOK**

Current as of November 30, 2019

ARCADE PROVIDENCE SHOPS CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS AND HANDBOOK FOR UNIT OWNERS AND OWNERS

INTRODUCTION

This handbook contains rules and regulations ("Rules") of Arcade Providence Shops, a Condominium (the "Condominium"), that have been adopted by the Executive Board of Arcade Providence Shops Condominium Association, Inc., ("Association") for the benefit of all owners and Owners of the Condominium.

The Executive Board can change and supplement these Rules in the future. These Rules are in addition to any other rules or policies that may be posted in the Common Areas, including the elevator lobby or Owner lounge, from time to time.

The Executive Board may retain the services of a manager of the Condominium. Any other manager retained by the Executive Board is referred to in this handbook as the "Manager". The Manager has been given authority to administer and enforce these Rules and to perform other administrative functions on behalf of the Executive Board.

These Rules supplement the Declaration of Condominium of Arcade Providence Shops (the "Declaration") but do not amend the Declaration. Unit Owners should become familiar with provisions of the Declaration.

Violations of these Rules may subject Owners to fines or other enforcement.

The term "Owner" refers to the Owner of a Unit in the Condominium (a "Unit") or any tenant or other person occupying a Unit, other than the Declarant.

The Declarant, its agents, employees, contractors and subcontractors, are exempt from these Rules in their performance of all functions and activities in connection with the development, construction, marketing, sale and leasing of the Condominium and the Units.

ARTICLE I

GENERAL RULES AND REGULATIONS

1.1 Owners (and, where permitted, their invitees) have the right to use various common areas, such as hallways, corridors and elevators. Owners may not interfere with the use of these facilities by others.

1.2 Owners shall make their invitees aware of these Rules and are responsible for their invitees' conduct.

1.3 Unless otherwise permitted by these Rules or otherwise designated by the Executive Board, common areas may not be used by Owners for items for sale, inventory or any other personal property.

1.4 The Executive Board may post rules or policies regarding the use of specific facilities. All posted rules or policies are binding on Owners and their invitees.

1.5 Owners and their invitees are expected to conduct themselves in a manner that will not disturb other Owners.

1.6 Only the Executive Board, the Declarant and their authorized contractors and agents have the authority to change, maintain or repair any of the common elements of the Condominium.

1.7 No Owner may interfere with or change any of the common heating, cooling, lighting, plumbing, electrical or similar facilities in the building and common areas.

1.8 Solicitors and solicitations within the common elements are prohibited without the approval of the Executive Board.

1.9 Neither the Association, the Declarant, the Executive Board nor the Manager have any liability or responsibility for any personal property of an Owner placed or kept on any portion of the Condominium.

1.10 Keys to all Units, applicable key fobs and the like shall be provided through the Association-approved locksmith. The Association reserves the right to charge fees, established from time to time by the Association for lost keys, fobs, etc., and any re-keying necessitated by the same.

1.11 Quiet hours are hereby established between the hours of 10:00 pm and 8:00 am. The Building shall be open from 8:00 am to 8:00 pm from Monday through Saturday, and from 8:00 am to 4:00 pm on Sunday. Units with their own exterior entrance/exit may remain open but shall remain subject to the aforementioned quiet hours.

1.12 Unit Owners shall not conduct any activities that will cause odors to emanate beyond the interior of their Unit.

1.13 NO SMOKING IS PERMITTED IN ANY OF THE CORRIDORS, ELEVATORS, STAIRWAYS, LOBBY, COMMON AREAS OR UNITS OF THE CONDOMINIUM.

ARTICLE II INSURANCE

2.1 The Association will carry (to the extent reasonably available) fire and property damage insurance in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Elements and Units (exclusive of improvements and betterments installed in the Units, and exclusive of personal property and other contents therein), the premiums for which will be paid by the Association with each Owner paying his or her share as part of the assessment for Common Expenses. Certificates of insurance for the benefit of a Unit Owner and/or the holder of a mortgage on a Unit may be obtained from the Association or its insurance agent.

2.2 Each Unit owner shall provide the following insurance with respect to its Unit:

- a. Casualty Insurance insuring the improvements and betterments in the Unit not covered by insurance maintained by the Association, and insuring their contents and personal property therein to the full value of their replacement cost;
- b. Commercial General Liability coverage limits of \$5,000,000 per occurrence and \$2,000,000 in the aggregate;
- c. Umbrella/Excess Liability limit of \$1,000,000 or higher if required by the executive board; and
- d. When required by law, Workers Compensation insurance per state statute and Employers Liability limits of \$500,000 each accident, \$500,000 each employee disease and \$500,000 disease policy limit.

The Association shall be named as an additional insured under the Commercial General Liability and Umbrella/Excess policies on a primary and non-contributory basis. The Association shall have no insurance responsibility with respect to any Unit or the contents thereof except as expressly provided within the Declaration. Proof of Insurance shall be provided to the Association on an annual basis or upon request of the Executive Board.

ARTICLE III SALE OR LEASING OF UNITS

3.1 Signs. Except for the rights of the Declarant, no for sale or for rent sign may be placed anywhere within the Condominium.

3.2 Sale.

(a) A certificate of insurance with respect to the Association's property and casualty insurance that covers the common elements and the Unit may be obtained by the buyer from the Association's current insurance company, or through the Manager.

(b) Upon written request, the Manager will provide the statement and information required to be supplied to a buyer by Section 34-36.1-4.09 of the Rhode Island Condominium Act upon payment of the fee established by the Manager.

3.3 Leasing.

(a) A Unit Owner may lease his Unit (but no less than his entire Unit) at any time and from time to time provided that the following conditions are satisfied (which shall not be applicable to leases entered into by the Declarant with respect to Units owned by the Declarant): (i) such lease is in writing and for a period of not less than one (1) year, (ii) a true copy thereof (and any subsequent amendments or modifications thereto) is delivered to the Association within ten (10) days after it is signed by all parties thereto, and (iii) the lease shall expressly obligate the lessee(s) to comply with the Act, the Master Declaration, the other Master Condominium Documents, this Declaration and the Regulations, as the same may be amended from time to time.

(b) Tenants generally have the same right to use the common areas of the Condominium as Owners. However, tenants are not members of the Association and do not have the right to vote or to receive notice of meetings of the Association, unless the owner of the Unit gives them a written proxy to do so in compliance with the By-Laws of the Association. A lease, by itself, does not qualify as a proxy.

(c) Tenants are required to comply with restrictions contained in the Declaration and all rules and regulations adopted by the Executive Board, including the Rules in this handbook.

(d) Owners (including tenants) are responsible for any violations of the Declaration or the rules and regulations committed by the Owner, or his or

her family members, invitees and agents. The Owner of a Unit may also be responsible for violations committed by his or her tenants and their invitees.

ARTICLE IV CONTACT INFORMATION FOR OWNERS

4.1 Owners who do not occupy their Units should provide the Manager with contact information, including the address and phone number(s) at which they can be contacted if the need arises.

4.2 Each Owner must give the Manger his or her telephone number at the Unit (whether listed or unlisted) and at least one other contact telephone number in case of emergency.

ARTICLE V MOVING IN OR OUT

5.1 Owners planning to sell, buy or lease a Unit should notify the Manager so it can provide a moving permit.

5.2 The Owner is responsible for payment of all damages to carpeting, doors, elevators, walls and other common areas. The cost of repairing such damages may be assessed as a Special Assessment against the Unit with respect to which the move-in or move-out takes place.

5.3 The Owner must furnish the name, address and telephone number of the moving company and sign the permit acknowledging receipt of instructions, the elevator lock-out key and protective elevator mats.

5.4 Any Owner moving in or moving out shall pay a fee in the amount of \$50.00, which shall be non-refundable, and shall cover the estimated expenses of the Association such as wear and tear on the Common Elements, additional costs of trash removal, administrative expenses and the like. Such fee shall apply to both an Owner moving in and an Owner moving out (except for the first Owner moving in after the sale of the Unit by the Declarant).

5.5 In addition to the fee set forth above, a security deposit of \$500.00 is required by any Owner moving in or out to cover any damage caused by moving. This deposit must be paid to the Manager or Executive Board before the moving permit is issued. The deposit will be refunded if there are no damages, or applied to the repair of damages, in which case any remaining security deposit will be refunded. If the cost of such damages exceeds the deposit, the Owner shall be liable for the additional costs.

5.6 The moving Owner must remove all temporary floor coverings, empty packaging boxes and other debris resulting from the move, collapse boxes and place in the trash receptacles. No trash or debris shall be kept or placed, temporarily or otherwise, in the hallways, corridors, stairwells or other Common Elements, and shall be removed promptly and placed in trash receptacles provided for Owners of the Condominium.

ARTICLE VI SIGNAGE

6.1 A Unit Owner may install and maintain painted lettering over its Unit entrance, exterior signage as may exist as of the date of this Declaration, exterior awnings as may exist as of the date of this Declaration, and banners, so long as such installations comply with all applicable laws, and any rules, regulations or standards as may be established by the Association from time to time.

ARTICLE VII ALTERATIONS WITHIN YOUR UNIT

7.1 Most changes, alterations or improvements that you may want to make in your Unit, including alteration or replacement of floor coverings, electrical systems, ductwork, plumbing and partition walls, requires the prior approval of the Executive Board and a construction permit issued by the Executive Board. Certain work does not require approval of the Executive Board or a construction permit, such as repainting and other cosmetic changes. If there is any question about whether a construction permit is required, you should contact the Manager.

7.2 All work performed on Units, whether requiring a construction permit from the Association or not, shall be performed by properly licensed (where applicable) contractors. All contractors performing work shall carry liability and property damage insurance with minimum limits of:

- (a) Commercial General Liability coverage limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate;
- (b) Automobile Liability coverage limits of \$1,000,000 per occurrence;
- (c) Umbrella/Excess Liability limit of \$1,000,000 or higher if required by the executive board; and
- (d) When required by law, Workers Compensation insurance per state statute and Employers Liability limits of \$500,000 each accident, \$500,000 each employee disease and \$500,000 disease policy limit.

The Association and the Unit Owner shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess policies on a primary and non-contributory basis for Ongoing Operations (CG-2010) and Completed Operations (CG-2037) or their equivalent. The Commercial General Liability, Automobile and Umbrella/Excess policies shall contain Waivers of Subrogation in Favor of the Unit Owner and Association.

7.3 Construction permits shall be obtained from the Executive Board before work is begun. The application shall state the nature of the work and, where applicable, the plans and specifications relating to the work, including a description of the materials to be used and incorporated into the work, the name and contact information for the contractor(s) that will perform the work, and the insurance certificates required by Section 7.2 above. No work may be done that affects Common Elements of the Condominium, including any common electrical, plumbing or other facilities, or that would in any way affect any structural component of the Condominium without the express prior written approval of the Executive Board, and such work (if permitted) shall be done only by a contractor expressly approved in writing by the Executive Board. The Executive Board may withhold its consent to alterations that affect the Common Elements or structural components of the Condominium in its sole discretion.

7.4 In addition to obtaining a construction permit from the Executive Board (where required), no work shall take place unless the Owner has obtained from the local municipality or other governmental agency having jurisdiction, all necessary permits and approvals permitting such work to take place. Copies of such permits shall be provided to the Manager before work begins.

7.5 Owners and contractors must become familiar with the location of existing wiring, water and sewer lines and air ducts before doing any work that may affect these facilities.

7.6 No radio, television or other type of antenna or reception device shall be installed on the outside of the building or otherwise on the common facilities.

7.7 If an Owner wants to replace carpeting or other padded floor surfaces with a hard surface such as tile, stone or wood, sound dampening material must be applied in a manner approved by the Executive Board before the new floor covering is installed. Such sound dampening material must comply with the following specifications, at a minimum: 6 millimeter thickness of Regupol-QT (or equivalent).

7.8 Only a licensed plumber shall be permitted to disconnect plumbing within any Unit, even for such purposes as replacing dishwashers or other water-

using appliances, and even where a construction permit from the Executive Board may not otherwise be required.

7.9 Notwithstanding the requirements set forth herein regarding the insurance required of contractors, Owners are responsible and liable to the Association for any damages resulting from alterations or changes to the improvements or facilities within their Units, and the cost incurred by the Association in correcting such damage may be assessed as a Special Assessment against such Units.

ARTICLE VIII WINDOWS

8.1 No curtains or other window treatments, including the frosting of glass, may be placed on windows without the approval of the Executive Board.

ARTICLE IX FIRE AND SAFETY REGULATIONS

9.1 It is a violation of fire codes to prop open any of the exterior or interior fire doors.

9.2 Smoking is prohibited in all areas of the condominium, including inside of Units.

9.3 Storage of flammable fluid, including propane or other liquid petroleum gases and hazardous paints, thinners and oils is prohibited.

9.4 If an Owner has a pest problem of any kind, they should contact a pest control contractor at their own expense and notify the Manager.

ARTICLE X TRASH AND RECYCLING

10.1 Unit owners are responsible for the disposal of all trash and recyclables in areas and facilities designated from time to time by the Association. Unit owners shall not dispose of trash in unauthorized areas, including, but not limited to, balconies, hallways and other Common Areas. The Association reserves the right to establish fines from time to time for the improper disposal of trash.

**ARTICLE XI
PENALTIES; ENFORCEMENT**

12.1 Violation of these rules may be enforced in any manner permitted by the Declaration.

12.2 Any Owner who causes, or whose tenant or invitees cause, any damage to any of the Common Elements of the Condominium is responsible for the costs of repairing such damage. The Association may recover such costs in any manner permitted by law, together with interest on such costs at the rate of twelve percent (12%) per annum until paid in full. In addition, such costs, with interest, may be assessed as a Special Assessment by the Executive Board against the Unit occupied by the Owners causing such damages.

12.3 Except for damages to the Common Elements, any violation of these rules shall be subject to the following:

(a) The Owner shall be given written notice of violation by the Executive Board (a "Violation Notice").

(b) If the Owner fails to cure such violation or discontinue the conduct constituting such violation within five (5) days after such Violation Notice, such Owner shall be liable to pay a fine in the amount of Fifty Dollars (\$50.00).

(c) If the violation continues and/or is not cured within fourteen (14) days after written notice of the violation was given, such Owner shall be liable for a fine in the amount of One Hundred Dollars (\$100.00) per day for each day thereafter that the violation remains uncured or unabated, as the case may be.

(d) The foregoing shall apply to any violations committed by an Owner, or his/her tenant, invitees, agents, or invitees.

The preceding is without prejudice to, and does not waive, any other rights or remedies of the Association, including the right of the Association to seek or obtain injunctive or other legal relief to prevent a violation or continued violation of these rules, or of any provision of the Declaration.

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