

CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Revised August 31, 2021

INTRODUCTION

Chapel Pointe is a boutique residential building bordering the Allegheny River in O'Hara Township, a northeastern suburb of Pittsburgh, PA. Construction started around 2008, and the last units were completed in 2020. The building is perpendicular to the river with resident balconies facing east and west. The majority of the building is five stories, with some condos having a sixth floor. Common/shared spaces within the building include the entrance lobby with two seating areas, a library, a gym, a guest suite, corridors, one elevator and two stairwells in each tower, and a garage with storage units. Outdoor space includes a patio with tables and seating, two gas grills, and fire pits. Common areas are professionally landscaped.

Chapel Pointe at Chapel Harbor Condominium Association (HOA) took over management of the building from the successor developer, Chapel Pointe Condominiums LP, in late 2017. The majority of the 50 condos are owner occupied.

The HOA contracts with a residential Property Management company (RJCommunity Management LLC) and authorizes that company to manage/maintain the building.

The Property Management company hires, employs, and supervises Chapel Pointe's Building Manager. The Building Manager is on-site Monday through Friday and cares for the public/shared/common spaces of the building. The Building Manager does not maintain personal residences.

The Property Management Company recognizes the need to hire a person who is the public face of Chapel Pointe and is able to interact with residents, guests, contractors, and vendors in a professional, courteous, and responsible manner. A primary responsibility for the Building Manager is recognition of the need for the security of the building and the safety of its residents. The Building Manager must keep the overall building in good order. The Building Manager is responsible for a wide variety of tasks and completes some of them or consults with the Property Management Company when hiring specialized contractors.

The Property Management Company is responsible for managing payroll and taxes, health care benefits, and other financial and insurance responsibilities. The Property Management Company is responsible for identifying a list of preferred contractors to provide a wide variety of professional services and skilled support.

The Property Management Company is responsible for the overall supervision of the Building Manager. The Building Manager is accountable to the Property Management Company as well as to the HOA President or representative assigned to serve as a liaison.

MANAGEMENT

1.1 These Rules and Regulations have been promulgated by the Executive Board to provide all Unit Owners and Residents with a set of procedures, policies and regulations designed to provide Residents with a comfortable and safe living environment. It is the responsibility of the Executive Board to administer and enforce the Rules and Regulations. It is the responsibility of each unit Owner/Resident to abide by them. Please read these rules and regulations carefully.

1.2 A unit Owner is primarily and ultimately responsible for his/her own conduct and for the conduct of all Residents in, or Visitors to his/her unit, whether in the unit or any common areas. Unit Owners are responsible for informing Tenants, Residents and Visitors of these Rules and Regulations.

1.3 Any unit Owner or Resident wishing to report a violation of these Rules and Regulations must do so in a signed, written form submitted to the Building Manager who will then forward the complaint form to the Executive Board for disposition. Copies of the complaint form are available from the Building Manager.

1.4 The Association, through the Executive Board, has the right to take all actions necessary to enforce these Rules and Regulations. This includes but is not limited to the levy of fines as described in Rule 19.4 below, suspension of voting rights and/or use of recreation facilities or other services, recoupment of any monetary damages, removal of pets or initiation of any legal action.

1.5 Nothing in these Rules and Regulations is intended to restrict the right of the management company, the Executive Board, or any Unit Owner/Resident to notify the police or other county, state, or federal authorities of disturbances of the peace or other illegal activities, or of health or fire safety issues, or of concerns for the safety of children or pets, or of concerns about persons who may pose a risk to themselves or to others, or of other appropriate concerns.

1.6 To the extent of any inconsistency, the following will prevail in the order noted: the laws of the Commonwealth of Pennsylvania, the Declaration, the By-Laws, and these Rules and Regulations.

1.7 Chapel Pointe's Association contracts with an external management company to provide specific services, which include the following:

1.7.1 Hire and supervise the on-site Building Manager.

1.7.2 On a regular basis, the Building Manager is supervised by and accountable to the Executive Board President or the President's designate.

1.7.3 Collect HOA fees from unit owners and pursue accounts in arrears.

1.7.4 Maintain all financial records, handle all tax filings, and arrange for annual audit.

1.7.5 Subject to the direction of the Executive Board, the management company will contract with and pay for services provided for the effective maintenance and operation of Chapel Pointe. Such services include, but are not limited to legal, financial, architectural, landscaping, snow and ice removal, maintenance of HVAC, elevator, garage doors, security system, electricity, plumbing, roofing, and gutters as well as window washing, garage floor maintenance, painting of common areas, etc.

1.8 The Building Manager has general responsibility for the operation of the building and grounds, as directed by the external management company and the Executive Board President or the President's designate. If, however, residents believe maintenance is required for any common area, they MUST follow the procedure outlined below:

Go to the RJ Community Management website: **www.rjcmgt.com**

(If using your phone, click on the menu lines in top left corner)

Click on **Maintenance**

Complete the **Maintenance Request**

Click on **Submit**

This process alerts the management company to the request and enables the management company to verify that timely and appropriate action has been taken by the Building Manager.

1.9 The Building Manager is not authorized to perform any private work for any owner or resident during the employee's hours of employment on behalf of the Association. The Building Manager may contract directly with a resident or owner for services to be provided during off-duty hours, but the Association shall not be involved in any such arrangements. In such arrangements the Building Manager is working as an independent contractor, hired by the resident, and is not covered by any of the Association's insurance coverage if there is damage to the property or bodily injury.

1.10 Owners are responsible for contracting with vendors or service people for work within their own residences.

SECURITY

2.1 For building security, all entrance doors, garage pass-through and garage-to-lobby doors must be always closed immediately after entering or leaving the building. Doors shall not be propped open, nor shall any visitor or service person be allowed to do so. Owners are responsible for compliance, whether they are on or off the premises. Owners/Residents must

notify all visitors, contractors, and service people of this rule. The only exception to Rule 2.1 is for persons moving into or out of the building, those persons being subject to the provisions of Article 18 Moving.

2.2 Do not admit anyone into the building except visitors or service people who are expected and can be identified. Do not let any stranger follow you through the lobby door or through any other door.

2.3 Owners are advised to keep windows and doors locked when away and to always use the bolt lock to secure the unit against intruders.

2.4 If planning to be away, owners should arrange for mail to be stopped or taken from your mailbox.

2.5 Notify the Building Manager when leaving the building for an extended period. Owners are advised to leave with the Building Manager a telephone number where they can be reached, and the location of car keys.

2.6 The entrusting of any key for a unit or a vehicle by a unit Owner, the Owner's family, agent, servant, employee, licensee, or visitor to the Building Manager shall be at the convenience of and at the sole risk of the unit Owner. The Association and Executive Board shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or in connection therewith.

2.7 Owners are responsible to keep track of all keys, fobs, and garage door openers issued for their respective units. Owners are responsible for retrieving any common area keys, fobs or garage door openers given out to non-residents on a temporary basis. In the case of lost or stolen keys, fobs or garage door openers, the Owner shall immediately notify the Building Manager.

2.8 If a replacement key for a unit, a fob or a garage door opener is needed, the Owner shall pay the following fees:

For a lost key, a fee of \$10 per key.

For a lost fob, a fee of \$20 per fob.

For a lost garage door opener, a fee of \$50 per opener.

2.9 The Building Manager and the Management Company have master keys for all units. Executive Board members have access to the master key in an emergency. The Building Manager and the Management Company are authorized, but not required, to unlock the door of a unit Owner/Resident if the unit Owner/Resident is locked out. The unit Owner is responsible for obtaining any replacement keys, at the unit Owner's cost. No unit Owner shall alter any lock or install any new lock on any unit without the prior written consent of the Executive Board. This consent shall not be unreasonably withheld. Any altered or new lock

must permit access with the Building Manager's master key. Any locksmith charges are the responsibility of the unit Owner.

SAFETY

3.1 No unit Owner or any of his or her family, agents, employees, licensees, or visitors shall at any time bring into or keep in the unit any flammable, combustible or explosive fluid, material, chemical or substance, except in limited quantities and for normal household use.

3.2 Car engines must not be run in the garage any longer than necessary.

3.3 Sidewalks, entrances, passages, courts, halls, elevators, vestibules, corridors, and stairways of the Condominium shall not be obstructed or used for any other purpose than for ingress and egress from the units in the Condominium. Fire exits shall not be obstructed in any manner.

FIRE SAFETY- Telephone 911 for fire, police, or ambulance emergency.

4.1 DO NOT USE THE ELEVATORS IN THE EVENT OF A FIRE.

4.2 Smoking is not permitted in the common areas of the building. These include, but are not limited to, all hallways, elevators, stairwells, lobbies, storage areas, garage, and the patio area.

4.3 Smoke detectors must be installed in each unit and should be tested every six months by the unit Owner. It is recommended that each unit Owner change all the smoke detector batteries once a year. These smoke detectors are not connected to the building's central fire alarm system.

4.4 Residents who may need extra help in exiting the building during an emergency are encouraged to enroll in the Red Dot System as recommended by the local fire department. A red dot generally will be placed in the left side of the front door frame of the unit. For more information about the Red Dot System at Chapel Pointe, contact the management company or the Building Manager.

4.5 The building's fire system will be tested on an annual basis by IES (Intelligent Electronic Systems, Inc.). Owners will be notified in advance.

4.6 All units have a fire detector that is connected to the building's central fire alarm system. This fire detector is usually located near the furnace. On a monthly basis the Building Manager checks the alarm battery status on the fire panel in the lobby. For information about which fire detector in the unit is connected to the building's central fire alarm system, please contact the Building Manager.

4.7 The HOA has contracted with IES to conduct an annual inspection and cleaning of each unit's fire detector that is connected to the central alarm system. The Building Manager will coordinate this annual inspection and cleaning, working with IES and the owners/occupants of each unit. The Building Manager will notify everyone as to the day/time of this work. If an owner/occupant is not present, the Building Manager will provide access to the unit so the work can be completed. Any faulty fire detector connected to the central alarm system will be replaced at the HOA's cost.

4.8 In case of an emergency, residents and guests shall assemble on the lawn by the entry to the crescent drive known as Vista Circle.

4.9 Dryer air ducts should be cleaned every other year. Owners are responsible for contracting with a company to complete this work which includes that part of the duct from the back of the dryer to the end of the duct on the roof.

COMMON AREAS

5.1 The lobby and conference room and their furnishings are for the use of all unit Owners and shall be treated in a responsible manner.

5.2 No advertisements, posters or notices of any kind are allowed to be attached to any walls of the building without the approval of the Executive Board. The Building Manager will utilize the frames installed in the elevators and the other common areas to communicate general information for the building, including community events, Executive Board reports, scheduled maintenance, possible disruptions, etc.

5.3 Solicitors are not permitted in the building. If any occupant of the building is contacted by a solicitor on the property, the Building Manager shall be notified immediately.

5.4 Chapel Pointe security cameras may be in use throughout the property. These cameras shall not be obstructed in any manner. Any person who obstructs, defaces, or damages any such security equipment shall be charged for any necessary repair or replacement costs.

5.5 A unit Owner will be assessed any costs incurred by the Association to repair or replace any property damaged by the unit Owner/Resident or their family, agents, servants, employees, or pets. A unit Owner shall also be assessed the costs and legal fees incurred by the Association in taking corrective, protective, or preventive action because of any such conduct in violation of these Rules and Regulations.

5.6 A unit Owner/Resident shall not engage in any act or failure to act which would result in the cancellation of insurance on the building or contents thereof or would be in violation of any public law, ordinance, or regulation.

5.7 Nothing shall be stored in any common areas. Entrances, halls, stairways, and any other common area shall not be obstructed or used for any purpose other than entering or leaving the building.

DELIVERIES

6.1 Except for any hand-carried boxes or packages, all other materials, including the delivery of appliances, furniture, etc. shall be transported through the garage and shall use an elevator. Hand trucks, dollies and platform trucks are not permitted in the lobby area, except as deemed necessary by the Building Manager.

6.2 Admitting a delivery by the intercom is not allowed. Go to the lobby entrance to accept deliveries.

6.3 Arrangements can be made in advance with the Building Manager to accept small package deliveries. If the unit Owner/Resident will not be home, prior arrangements shall be made with the Building Manager for admittance into the unit for the specified delivery. The Building Manager, Management Company, Executive Board, and the Association shall not be liable for damages to packages accepted and delivered at the request of the unit Owner/Resident. The Building Manager has the right to refuse acceptance of deliveries not scheduled in advance.

6.4 On days when the Building Manager is on the site, packages will be delivered to residents' doors once a day. The Building Manager is not responsible for delivery of any package exceeding thirty pounds.

6.5 Residents are responsible for all food, wine, flowers, or other perishables delivered to the building. The Building Manager will attempt to deliver these items, but the Building Manager, the management company, the Executive Board, and the Association shall not be responsible for the condition of these perishable items.

TERRACES AND BALCONIES

7.1 Each unit Owner shall keep his or her unit and any terrace or balcony to which the unit Owner has sole access in a good state of preservation and cleanliness.

7.2 Holiday decorations are permitted during the time of the applicable legal holiday. Otherwise, nothing shall be affixed to the exterior building facing, floor, or ceiling of a unit terrace or balcony. No terrace shall be enclosed, decorated, landscaped, or covered by any awning or other device without the prior written consent of the Executive Board.

7.3 No rugs may be beaten on a terrace or balcony. Dust, rubbish, or litter shall not be swept or thrown from any terrace or balcony.

7.4 No clothing or household articles may be hung over the terrace or balcony walls or railings.

7.5 Bird feeders shall not be kept or used on any terrace or balcony.

7.6 Terraces and balconies shall not be used for general storage. Only appropriate furniture and flowerpots are allowed. All items shall be well-maintained and secured to protect against being blown or pushed off a terrace or balcony.

7.7 Storage of flammable or bulky items on a terrace or balcony is prohibited.

7.8 No charcoal cooker, brazier, hibachi, grill, or any gasoline, propane, or other flammable liquid, or liquified petroleum gas-fired stove, or similar device shall be ignited or used on any terrace or balcony or within any unit. Such types of cooking may be done in the designated common areas outside of the building. Electric grills are permitted on a terrace or balcony.

7.9 No exterior antenna, antenna dish or signal capture and distribution device shall be permitted on any terrace or balcony.

GARAGE AND OUTDOOR PARKING SPACES

8.1 All Owners, Resident, and Visitors shall observe and abide by all parking and traffic regulations as posted by the Association or by any applicable Municipal body.

8.2 Specific parking spaces are conveyed for the exclusive use of unit Owners. Blocking access to or from anyone's space is strictly prohibited. No automobile or other vehicle may be parked in such a manner as to block building entrances, exits, sidewalks, driveways, or fire lanes.

8.3 No automobile or other vehicle may be parked in someone else's assigned space without the Owner's permission. An Owner may lease or grant the right to the use and possession of his or her parking spaces, but only among unit Owners or Residents of the condominium.

8.4 Except as expressly authorized in these rules and regulations, Owners/Residents shall store all personal property in their caged storage areas. Storage of unpermitted personal property outside of the caged storage areas constitutes unsightly clutter which detracts from the building's appearance and ultimately decreases unit property values.

8.5 No more than four (4) bicycles or two (2) kayaks are allowed to be stored in a unit Owner's assigned parking space along any one wall or caged storage area, as the case may be. If bicycles are stored, then kayaks cannot be so stored, and vice versa. Kayaks must be stored on a free-standing floor rack. Baby strollers and grocery carts are allowed to be stored in a Unit Owner's

assigned parking space along the wall or caged storage area. Unless prior written approval is given by the Executive Board, no other item or personal property is allowed to be stored in any assigned parking space or common area. After proper notification to the unit Owner of the parking space, any unpermitted items left in a parking space shall be removed by the Building Manager.

8.6 Visitor parking is available near the front entrance to the building. Owners and Residents are not permitted to park in the visitor parking spaces, even on a temporary basis.

8.7 RVs, boats, trailers, oversized vehicles, and unlicensed vehicles are not allowed to be stored on the Condominium property.

BICYCLES

9.1 All bicycles permitted under Rule 8.6 above shall be taken in and out of the Condominium through the garage, and not through the building.

9.2 Bicycles are prohibited from being parked at or in front of the main entrances of the Condominium.

9.3 Bicycles shall not be stored on terraces or balconies.

GARBAGE/TRASH DISPOSAL AND RECYCLING

Garbage/Trash

10.1 Garbage/trash is collected from Chapel Pointe twice a week. For information about garbage/trash disposal, contact the Building Manager or see www.vogeldisposal.com.

10.2 Owners can collect household items for garbage/trash in plastic bags. These plastic garbage bags shall be tied/secured and then may be tossed into the garbage chute. There is a garbage chute on each floor, adjacent to the small lobby for the elevator entrance.

10.3 Wet garbage shall be double wrapped. Pet waste and diapers shall be enclosed in containers that will not tear open in the trash chute.

10.4 The doors of the trash chute rooms shall be closed when not in use. If the trash chute is backed up, notify the Building Manager immediately.

10.5 So as to avoid injury to those responsible for trash pickup and disposal, broken glass shall be wrapped securely before being placed in the trash chute.

Recycling

10.6 Recycling is strongly encouraged. It reduces greenhouse gas emissions, preserves natural resources, and keeps material out of landfills. The building's recycling collector company has strict regulations for what can and cannot be recycled. For more information about Chapel Pointe recycling contact the Building Manager or see www.vogeldisposal.com.

10.7 The building's recycling company collects recyclables from Chapel Pointe once a week.

10.8 Recyclable items cannot be tossed into the trash chute. Items for recycling shall be taken to the garage and placed in a recycling receptacle. There are recycling containers at the garage level of the southernmost stair tower and a recycling dumpster at the north end of the garage.

10.9 Paper bags can be used to collect recyclable items. The paper bag and the recyclables may be tossed into the recycling receptacles.

10.10 Recyclable items may be tossed loose into the recycling receptacles.

10.11 Plastic bags CANNOT be tossed into the recycling receptacles.

10.12 If unacceptable material is deposited in a recycling receptacle, then the recycling collector reserves the right to reject the entire load and surcharge the Association. If anyone has a question about what can and cannot be recycled, please contact the Building Manager.

10.13 In order to avoid odors, insects, rodents and unsanitary conditions, cans, cartons, plastic, and glass must be rinsed before being placed in the recycling receptacles.

10.14 Cardboard boxes shall be flattened. If the flattened cardboard is too large to fit in the designated recycling cans, then either take the flattened cardboard directly to the recycling container located outside the rear of the building or seek the assistance of the Building Manager.

10.15 Recycling receptacles are not for bulk items. Certain items will not be accepted by the building's garbage/trash hauler and recycling company. This includes, but is not limited to, furniture, appliances, carpeting and carpet pads. Owners and Residents are responsible for arranging for the disposition of these items. If there are any questions about what items are not acceptable and how to dispose of them, please contact the Building Manager.

PETS

11.1 Owners and Residents are required to comply with all state laws and local ordinances concerning pets. All pets must be properly licensed and vaccinated.

11.2 Each unit is permitted to have up to two (2) dogs OR two (2) cats OR one (1) dog and one (1) cat. Each unit is also permitted to have tropical fish and up to three (3) caged birds. No unit Owner/Resident may keep or maintain any other pet or animal in a unit, on the common elements or other Association property without the prior written consent of the Executive Board. The Executive Board's decision shall be mindful of the objective of providing a comfortable, safe living environment for all unit Owners/Residents. Such consent, if given, applies only to the specific animal for which consent was given. Such consent may be revoked at any time for good cause. Owners and Residents are permitted to bring guest dogs and cats into the building for brief stays, provided that the Building Manager shall be notified of any such guest pet remaining overnight in the building. The Owner or Resident permitting such guest pet is fully responsible for the guest pet's conduct and shall be subject to fines for any violation of these rules and regulations.

11.3 Pets must be confined to the Pet Owner's unit and shall not be allowed to roam free or be tethered. Pets must not be left unattended on terraces or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.

11.4 Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.

11.5 The unit Owner is responsible to ensure that any person walking a pet shall immediately clean up after their animals and discard securely bagged pet droppings only in the two outside receptacles, one at the front and one at the rear of the building. Cat litter shall not be disposed of in toilets. No pet waste may be dropped down trash chutes. No animal waste shall be thrown into Squaw Run, the inlet, or their surrounding areas.

11.6 Residents are encouraged to take their pets outside via the garage to minimize dirt and damage to the main entrance of Chapel Pointe.

11.7 Residents shall restrain their pets from urinating or defecating on the building, the benches, and the sidewalk of any point of entry to the building. This helps to maintain the cleanliness and sanitary condition of Chapel Pointe's sidewalks, entry foyer, main lobby floor, and carpet. It is a matter of basic common courtesy to all residents and their guests.

11.8 If a pet has an "accident" or tracks dirt or sheds hair in the building, the unit Owner is responsible to immediately clean up the area. Unit Owners/Residents are responsible for any damage caused by their pet. Any damage caused by the cleaning chemicals, or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner. Pet owners shall indemnify the Association and the Executive Board and hold them harmless against loss or liability of any kind arising from their pets.

11.9 No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior include, but are not limited to:

- a. Pets whose unruly behavior causes personal injury or property damage.
- b. Pets who make noise continuously and/or incessantly for fifteen (15) or more minutes or intermittently for two (2) hours or more.
- c. Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
- d. Pets who relieve themselves on walls or floors of common areas.
- e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- f. Pets who have an offensive odor or are conspicuously unclean or parasite infested.

11.10 Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the building and common areas by individuals with disabilities.

11.11 Any Owner, Resident or Building Manager observing an infraction of any of these pet rules shall attempt to discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the matter is not resolved, a written, signed complaint must be submitted to the Executive Board. The Executive Board will provide at least three days' written notice of the complaint allegations to the alleged violator, along with the date, time, and place for the hearing before the Executive Board. If the Executive Board finds the complaint to be valid, it will give written notice to the pet Owner/Resident of the decision and the fine as per Section 19.4 below.

If upon the third violation the problem is still unresolved, the Executive Board will schedule a hearing. At the Executive Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof. In addition to any appropriate fine, the Executive Board may require the permanent removal of any pet if such pet is determined to be a nuisance or a danger to the condominium and its residents. If permanent removal is required, the pet owner will have thirty (30) days to permanently remove the pet from the premises.

FITNESS CENTER

12.1 The use of the Fitness Center is at the user's own risk. Users are responsible to ensure their own safety by being familiar with proper methods of equipment use. No individual should use the fitness center unless physically and medically capable of doing so. The Fitness Center is for the sole use of the Owners/Residents and no more than two guests per unit at one time. In addition, guests who are renting out the Guest Suite are allowed to use the Fitness Center.

12.2 Users must be at least fourteen (14) years of age. Any user under age sixteen (16) must be accompanied by a parent or legal guardian who shall be responsible for the safety of said minor in the Fitness Center.

12.3 Hours of operation are from 7:00 am to 10:00 pm.

12.4 Equipment shall be thoroughly cleaned after it is used.

12.5 Shoes and appropriate exercise attire shall be worn at all times.

12.6 Users must follow the manufacturer's recommendations when using the equipment.

12.7 Users shall report any equipment issues or any unsafe conditions in writing to the Building Manager. If the Building Manager is not on site at the time, an out of order sign should be attached to the equipment, and the Building Manager shall be notified in writing the next business day.

12.8 All equipment, TVs and lights shall be turned off when the user's workout is completed.

12.9 Individuals using free weights and/or weight machines shall take care to avoid dropping weights on the floor and/or banging weight plates.

12.10 Each user shall keep noise levels to a reasonable level to avoid disturbing other users and occupants of nearby building units.

12.11 Smoking, alcoholic beverages, food, glass containers and pets are prohibited in the Fitness Center.

12.12 If it is necessary to move any exercise equipment, it must be returned to its original position when the workout is completed. Free weights shall be returned to the rack after each use.

12.13 Personal belongings shall be removed on departure from the Fitness Center. The Association shall not be responsible for any loss or damage to personal property.

MEETING ROOM

13.1 The Meeting Room may be reserved in advance on an hourly basis by an Owner/Resident. Reservation applications will be accepted in writing by the Building Manager and awarded on a first come, first serve basis. There shall be no charge for the use of the Meeting Room.

13.2 The Meeting Room may be used from 7:00 am to 10:00 pm. Owners and their guests shall not use the Meeting Room outside of the designated hours without the prior written permission from the Executive Board.

13.3 Owners are responsible for the conduct of all persons using the Meeting Room. Noise levels shall be kept to a reasonable level so as not to disturb Owners/Residents.

13.4 The Owner responsible for reserving the Meeting Room is responsible for cleaning up and removing all personal property and trash after use. Anything left after the use will be considered abandoned and disposed of accordingly. The Owner/Resident reserving the Meeting Room is financially responsible for any damages or required cleaning that exists after the use.

13.5 All furniture shall be returned to the position it was in when the reservation began. No furniture may be removed from the Meeting Room.

GUEST UNIT

14.1 The Guest Unit is a desirable feature of Chapel Pointe that is intended to be available to all Owners in a fair and impartial manner. The reservation process is intended to ensure that all Owners will have a reasonable opportunity to reserve the Guest Unit for their guests, who include family and friends. The Guest Unit shall not be used by contractors or for any business-related activities.

14.2 The Guest Unit comes fully furnished including plates, glassware and silverware, coffeemaker, microwave oven, toaster oven and small refrigerator. All furnishings have been inventoried and will be inspected after check-out. Bed linens, towels, toiletries, and all other items are the responsibility of the reserving unit Owner and guest(s).

14.3 The Guest Unit cleaning, maintenance and renovation costs shall be budgeted as a line item in the Association annual budget. Daily charge for use of the Guest Unit shall be reviewed annually and adjusted as necessary. Unit cleaning occurs only after check-out.

14.4 Check-in time is 3:00 pm. Check-out time is 11:00 am. Late check-out is not permitted due to the time required to clean the guest unit. The Reserving Owner shall contact the Building Manager during normal business hours to obtain the keys and a security fob for building access. At check-out, the keys and security fob shall be given to the Building Manager if he or she is onsite, and if not, then the keys and security fob shall be given to the Reserving Owner who shall then return them to the Building Manager on the next business day. Guests shall park in the Guest Parking spaces in front of the building.

14.5 The daily charge for the Guest Unit is \$120 payable by cash or check to the Chapel Pointe Homeowners Association on or before the time the keys and security fob are delivered. Additional charges will be assessed to the Reserving Owner for replacement of lost keys or security fobs and to replace or repair specific items that are missing, broken or damaged.

14.6 Smoking is prohibited in the Guest Unit and its balcony. Pets are not allowed. An additional cleaning fee of no less than \$200 will be charged to the reserving unit Owner for a violation of this Section 14.6.

14.7 The Guest Unit shall be reserved using the following process.

14.7.1 A holiday reservation shall include any reservation of no more than seven (7) consecutive days for any designated holiday period. The term “designated holiday period” means any day from six (6) days before to six (6) days after a designated holiday. The term “designated holiday” means New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Hanukkah, and Christmas.

Such applications for reservations for any designated holiday period within the next twelve (12) months shall be submitted in writing to the Building Manager between August 1 to August 15 using the Chapel Pointe Guest Reservation Form provided by the Building Manager. After the close of the fifteen days, if only one Owner requests a particular time period, then that reservation shall be granted by the Building Manager. If there are multiple reservation requests for the same dates, then the Building Manager will use a lottery system to determine which designated holiday period reservation application will be accepted. All remaining names will be placed on a Wait List in the order in which the names are pulled. If a reservation is cancelled, the reservation will be offered beginning at the top of the Wait List.

14.7.2 Reservations of no more than fifteen (15) consecutive days for any time other than a designated holiday period may be submitted at any time and will be awarded on a first come, first serve basis, provided that any such application shall not be for any date more than six (6) months in advance of the reservation application. The reservation application must be submitted to the Building Manager on the standard form provided by the Building Manager.

14.7.3 Reservation information and the Wait List are available from the Building Manager.

14.7.4 As a courtesy to all owners and their guests, reservation cancellations are requested as early as possible. Excessive or late cancellations may result in the imposition of cancellation fees at the discretion of the Executive Board.

REPAIRS AND MAINTENANCE

15.1 Unit Owners/Residents shall provide access to the unit and to the terrace or balcony associated with the unit to allow the Association to make any necessary repairs when, in the sole determination of the Association, such access is necessary.

15.2 Construction or repair work for any unit must be performed by a competent, certified professional contractor who is properly licensed, bonded and insured. All work must be in full compliance with all applicable building, plumbing, electrical and safety codes, and all necessary permits must be obtained before work commences. Before any work begins on a project with an estimated value of \$25,000 or more, or when the work involves in-unit plumbing

supply/drain lines and/or utility work that could affect or impact other unit owners or the common elements of the condominium, the unit Owner shall execute and comply with the standard construction agreement approved by the Executive Board, and the unit Owner shall provide any necessary cash security deposit. The standard construction agreement is available from the Building Manager. Construction or repair work is only permitted between 8:00 am to 4:30 pm, Monday through Friday.

15.3 All floor coverings and flooring installations shall comply with the sound control standards set forth in Section 7.2(r) of the Declaration, as amended.

15.4 Interior windows shall be maintained and kept clean.

15.5 Window treatments installed at all windows and terrace, or balcony doors of a unit must be maintained in good condition.

15.6 To ensure a uniform attractive external appearance to the building, all window treatments must show an exterior color that is either white or off-white. Sheets, plastic, cardboard, plywood, or other such materials are prohibited, except for limited temporary use following serious damage to a unit.

CONSIDERATION OF FELLOW RESIDENTS

16.1 Musical instruments and all electronic equipment shall be played at a level so as not to disturb neighbors.

16.2 Children are not allowed to play in the lobby, elevators, hallways, stairwells, entrances, driveways, or the garage, unless an adult is continually present in person to supervise.

16.3 With the exception of emergencies, any construction or repair work which might cause disturbing noises must be carried on between 8:00 am and 4:30 pm, between Monday and Friday.

16.4 Personal items shall not be placed in hallways. This includes door mats, strollers, boots, umbrellas, umbrella stands, etc. Holiday wreaths on unit doors are permitted.

16.5 The washing of a car in the garage is prohibited. The parking area behind the building may be used for car washing.

SELLING OR RENTING A UNIT

17.1 A unit Owner must notify the Executive Board and the Building Manager in writing at least 30 days in advance when planning to sell, and shall provide the name, phone number and email address of the seller's realtor.

17.2 All sellers shall provide their realtor with copies of the Declaration of Condominium, as amended, the By Laws, as amended, and the current Rules and Regulations.

17.3 The unit Owner is responsible for adequate security measures for any Open House. At a minimum there shall be one person at the lobby to let visitors in and out of the building, and one person to escort all visitors to the Open House and from the Open House. The unit Owner shall give written notice to the Building Manager at least five (5) days prior to the event.

17.4 There shall be no Public Sale or Garage Sale of personal property anywhere on the premises or the building grounds.

17.5 A unit Owner may lease his or her unit for a term of not less than one (1) year, provided that the total number of units leased at any one time by all unit Owners shall not exceed five (5) units. Any lease shall be for the entire unit and not a part of a unit. Subleases are prohibited.

17.6 Any lease of a unit shall be in writing and shall contain a clause that makes any breach of the Condominium Declaration as amended, the By Laws as amended or the current Rules and Regulations a cause for termination thereof. A copy of the signed lease shall be furnished to the Building Manager within five (5) days after execution thereof.

17.7 The Owner of any leased unit shall be jointly and severally responsible with any tenant for full compliance with all the terms and conditions of the condominium documents described immediately above.

MOVING

18.1 The building does not have a dedicated freight elevator. Persons moving into or out of the building must respect the rights and needs of others for ingress to and egress from the building, especially for access to the elevators.

18.2 Moves into and out of the building must be scheduled in advance with the Building Manager who will then supervise all moving arrangements as well as the use of the elevator during the move to ensure that no damage occurs to the building. Moving must take place through the garage only. Elevator pads must be in place before the elevator is used for the move.

18.3 Prior to the scheduled moving date, the owner or resident responsible for the move must submit a cash security deposit of \$500 which will be held in an escrow account. After the move is completed, the Building Manager will inspect the building for damage to any common

element caused by the move. If there is no damage, the security deposit will be promptly returned. If there is damage, the Association shall retain part or all of the security deposit for the damage incurred. Any excess security deposit shall be returned. If the damage exceeds the security deposit, then the responsible owner or resident shall be charged for the excess.

18.4 Moving hours are limited to 8:00 am-6:00 pm, Monday through Friday, and 9:00 am-2:00 pm, Saturday. The person moving into or out of the building must pay the Association \$50 for each hour or part hour of the move taking place after 4:00 pm, since this is after the Building Manager's regular work hours. The Association reserves the right to stop moves which begin before or extend after the designated hours.

18.5 Persons moving into or out of the building are encouraged to move all of their personal property into their Unit or out of the building as expeditiously as possible. However, where this is not readily feasible, said persons will be allowed to store personal property at their own risk in the unit's parking space for no more than fourteen (14) days.

ENFORCEMENT OF RULES AND REGULATIONS

19.1 Any complaint regarding any action of another unit Owner, resident, visitor or staff, including the Building Manager, must be made by a signed written complaint delivered to the Executive Board. Complaint forms are available from the Building Manager and the Executive Board.

19.2 Upon receipt of a signed written complaint, the Executive Board will provide written notice of the complaint allegations to the alleged violator, along with the date, time and place for the hearing before the Executive Board. The alleged violator shall be given no less than three days' notice of the hearing. Unless a postponement has been granted by the Executive Board, the hearing will proceed with or without the presence of the alleged violator.

19.3 If the Executive Board finds the complaint to be valid, it will notify the violator in writing. A fine may be charged to the unit Owner, and the fine shall be due at the due date of the next monthly common expense fees for the unit.

19.4 The fine for the first violation of the rules and regulations shall be \$100. The fine for a second or subsequent violation shall be no less than \$100 and no more than \$500 for each such violation. Each day of violation may be considered by the Executive Board as a separate offense.

AMENDMENTS

20.1 These rules and regulations may be amended, modified or replaced at any time by resolution of the Executive Board.

Adopted on August 31,2021 and effective immediately.