

BRIDGEPORT CONDOMINIUM ASSOCIATION

RULES Revised July 24, 2014

Introduction

Condominium living places a large number of people in a relatively small space. The result is that none of us can enjoy the same level of personal freedom we would have when living in more conventional surroundings, particularly single family dwellings.

As a result, condominium living requires a great deal of respect for the needs and rights of our neighbors as well as formal rules. The unwritten "good neighbor" rules of common courtesy along with formalized rules and regulations help to provide the high quality of living we expect, as well as helping to preserve the nature of the community and protect the value of the property owners.

The following rules and regulations include rules and regulations that were set forth in the Association by-laws and are listed as such. They are listed in this document for simplification of having most of the rules in one document. These rules and regulations may be changed or modified by a vote of the board of directors or by the homeowners as outlined in the by-laws of the association.

I. Scope and Application of Rules

The Declaration and Bylaws provide a number of formal regulations. In addition *the Bylaws (7.6m) give the Board authority to establish and amend additional rules and regulations governing the conduct of persons and the operation and use of units and common elements and the authority to enforce them.*

- A. Each owner is responsible for making sure his/her families, guests and tenants follow these rules.
- B. Homeowners renting their units are to provide their tenants with a copy of the Rules, Declaration and Bylaws. In addition, they should post them in their units.
- C. These Rules supersede any implied or oral understanding.
- D. If any of the Rules conflict with any Government law, the Bridgeport Condominium Declaration or Bylaws, then the applicable law, Declaration and Bylaws take precedent.
- E. Significant communications and complaints should be made in writing and sent to the BCA management company.

F. Enforcement

1. The Board may delegate enforcement authority to the property management company.
2. Every owner, tenant, and guest using the facilities is required to comply with the Declaration, Bylaws and Rules.
3. Lack of enforcement in the past does not mean that any rule or restriction can be or will be waived for future violations.

G. Fines

1. The owner of a unit may be subject to fines due for failure to comply (and whose family, tenants and guests fail to comply) with the Declaration, Bylaws and Rules.
2. The owner will be informed in writing of the alleged specific violation, the correction requested, the length of time to effect the correction and the consequences of noncompliance. The notice shall include an opportunity to be heard prior to a fine being imposed.
3. Schedule of Fines for same offense.

1 st Offense	Written Warning
2 nd Offense	\$50.00
3 rd Offense	\$100.00
4 th Offense	\$200.00
Continuing Offenses	\$ 10.00/per day

4. Fines will be assessed against the unit owner's account.
5. If the fine is not paid, a lien may be recorded against the property and appropriate legal action taken as determined by the board of directors.

II. Noise and Offensive Activities

A. Please respect quiet hours as a courtesy of community living

1. Quiet hours are 11:00 pm to 7:00 am Sunday-Thursday and 11:00 pm to 7:00 am Friday-Saturday.
2. Work involving power tools, pounding, and sawing is prohibited from 6:00 pm to 8:00 am Monday-Friday and 6:00 pm to 10:00 am Saturday-Sunday.

B. *General Rules (Bylaws 7.6c)* [below is a slightly simplified version of this section of the bylaws]

1. *Noise must be restricted at all times to a level that is not disturbing to surrounding residents.*
2. *All noises including talking, automobile noise, musical instruments, radios, stereos, TVs, exercise equipment, etc. are to be kept at a reasonable volume at all times within the unit and in the common areas.*
3. *Speakers for audio equipment may not be mounted on or against walls or floors without an adequate sound barrier to prevent vibration and transmission of bass sounds outside of the unit.*
4. *No obnoxious, offensive or unlawful activity shall be carried on in a unit or common area, nor shall anything be done therein which may be, or may become, an annoyance to the other owners.*

III. Animals

A. Wild Birds and Animals

1. *There shall be no feeding of birds and animals from balconies, patios or any portion of the common areas/grounds.*

B. Pets

1. *No Animals or fowls shall be raised, kept or permitted within BCA except for domestic dogs, cats and other ordinary household pets. (Bylaws 7.6d)*
2. *Pets may not be kept in unreasonable numbers. (Bylaws 7.6d)*
Pets are restricted to two per unit.
3. *The keeping of a pet is a revocable accommodation extended to those who are willing to control and take care of their pets in a responsible manner. The Board of Directors, after notice and a hearing, may require the removal of any animal that the Board determines to be a danger to health and safety or a nuisance. (Bylaws 7.6d)*
4. *When traveling through common elements, pets must be kept either on a leash, carried or contained in a pet carrier at all times. Pets are not allowed to run loose in the common areas. (Bylaws 7.6d)*
5. *Pets are not allowed in the exercise room or lounge.*
6. *All pet waste deposited in the common areas shall be removed immediately by the pet owner. (Bylaws 7.6d)*
7. *Unit owners are responsible for the actions of their pets and the pets of their guests and tenants, and are responsible for any damage caused by the pet to any person, their property or BCA property. (Bylaws 7.6d)*

8. Housing and feeding of pets is confined solely within a resident's unit.
9. Kitty litter must be securely sealed in plastic bags before being put in the garbage.
10. All pets shall be registered and inoculated as required by law.

IV. Units

A. Use of Units

1. *Units shall be used as residences. No commercial activities of any kind shall be carried on without the consent of the Board, except activities related to the rental or sale of units. This does not prohibit an owner from using his/her unit as a home office or studio, including meeting with associates, clients or customers on a by-appointment basis, to the extent permitted by zoning codes. (Bylaws 7.6a)*
2. Each owner shall obtain additional/individual insurance as required by the bylaws. See Bylaws *Article 8.1 (f) Insurance by unit owners.*
3. Soliciting by residents or non-residents shall only be allowed by written permission of the Board prior to the solicitation. No peddling is permitted.
4. Flammable fluids such as gasoline or kerosene, fireworks, explosives, or articles deemed hazardous by the City of Seaside or the insurance carrier shall not be brought in or stored anywhere in the units, storage or common areas, or patios and decks (with the exception of small propane tanks attached to barbeques on patios and decks).

B. Use of Decks, Patios, Windows and Exterior of Units

1. Decks and patios are that portion of the community property to which an owner has the exclusive right of use under the Declaration, but which are subject to community rules because it is a limited common element and part of the building's exterior. Each owner shall keep his/her deck or patio in a good state of preservation and cleanliness.
2. Decks and patios are not to be used for storage.
3. *Garments, rugs, laundry, sheets, reflective surfaces and other similar items may not be hung from window, facades, patios or decks (Bylaws 7.6f)*
4. *An owner may not change the appearance of the common elements or the exterior appearance of a unit without the prior written permission of the Board. (Bylaws 7.3c)*
5. *No exterior window guards, awnings or shades shall be installed without the prior consent of the Board. (Bylaws 7.3c)*

6. *No exterior lighting, noise making devices, electrical or television wiring, television antennas, satellite dishes, machines or air conditioning units or similar devices shall be installed on the exterior of a unit or protruding from a unit except as authorized by the Board. (Bylaws 7.3c and 7.6e)*
7. *Seasonal lighting and decorations are permissible and must be removed within 30 days after the holiday. (Bylaws 7.6e)*
8. The exterior appearance of each unit should not detract from the appearance of the building.
9. No material, including dust, rubbish, litter, or food, should be thrown from a window or deck or placed on a deck railing or exterior window ledge.
10. Only gas or electric grills shall be used on decks or patios. No open flames..
Rule previously adopted on August 21, 2011

C. Modifications or Changes Inside of Units

1. *Improvements or alterations to a unit must be approved by the Board prior to the work being done. The owner shall establish that the proposed changes will not impair the structural integrity or mechanical systems of BCA, jeopardize the soundness or safety of BC, reduce its value, impair an easement, increase common expenses or increase sound transmission to other units. (Bylaws 7.3a)*
2. *The unit owner shall reimburse BCA for actual costs incurred by BCA in reviewing and monitoring alterations. (Bylaws 7.3a)*
3. *If an owner acquires an adjacent unit and wishes to join the two units items C.1 and C.2 above apply. (Bylaws 7.3b)*
4. After approval of the Board, the owner must obtain any necessary City of Seaside permits before making the changes.
5. Any debris or damage in the common areas (entry, stairwells, elevator, etc.) are the responsibility of the unit owner and must be cleaned up/repaired immediately.
6. Debris from remodeling projects must be removed by the owner and hauled away. Do not place construction debris in the trash disposal area.
7. When replacing flooring material, a sound protection barrier must be applied to protect the units below from excessive noise. Board approval must be given.

D. Modifications or Changes to the Exterior (including decks and patios)

1. Written consent of the Board must be obtained prior to making any modification or alteration to the exterior of the building, including the hanging of any

permanent fixtures on the walls surrounding a deck or patio.

2. Written consent of the Board must be obtained prior to making any modification or alteration to the surface of the decks. This includes the installation of tile flooring or other materials of a permanent nature.
3. Owners are to provide the Board with a plan of the work to be done. If the modification is approved, the owner shall have permanent responsibility for maintenance of the new installation, including passing the responsibility on to subsequent owners. Owners may be required to execute a modification agreement which shall be recorded in the County deed record.

E. The Remodeling Work

1. Work shall only be done during the following hours:

M-F 8 AM - 6 PM

Sat. 9 AM- 6 PM

Sun 9 AM - 6 PM

2. Remodeling or contractor work, of any kind, may not take place in the parking lot or other common areas without prior Board approval.
3. It is the owner's responsibility to insure that common areas are returned to pre-construction status each day at the completion of work.
4. Violations and Fines for Owners

1 st Offense	Written Warning
2 nd Offense	\$100.00
3 rd Offense	\$250.00
4 th Offense	\$500.00
5 th Offense	\$750.00
All Repeated Offenses	\$100.00/day

F. Maintenance of Units

1. The maintenance and repair of the interior of individual units including plumbing, electrical and heating fixtures, painting and appliances or furnishings is the responsibility of the owner.
2. Units shall be maintained so that they do not endanger or adversely affect the value of the other units or common elements.
3. Owners shall maintain the batteries on all smoke detection systems in their unit.
4. *Water beds may not be placed in any unit except with the prior [written]*

permission of the Board. If such consent is given, the unit owner shall carry insurance covering damage caused by the water bed and shall be responsible for all damages to any unit or common element that might be caused by the water bed. (Bylaws 7.6k)

- 5. The unit owner shall be responsible for all damages to any unit or common element that is caused by his/her washing machine or leakage from the washing machine. (Bylaws 7.6l)*

G. Emergency Access to Units

1. Emergency Personnel, the management company and its representatives, may enter any unit without prior notice in case of emergencies involving life safety or property damage, or the serious potential of either.

V. Leasing and Vacation Rental of Unit

A. Definitions

1. Leasing - a rental that is longer than one month.
2. Vacation rentals - rentals that are less than one month. The city requires a permit for a vacation rental which must be renewed every year.

B. An owner may lease or rent his/her unit. All such leases and rentals are subject to all the provisions of the BCA Declaration, Bylaws and Rules. (Bylaws 7.7a)

C. Any failure of a tenant to comply with the BCA Declaration, Bylaws and Rules shall be a default under the lease or rental agreement, regardless of whether the lease or rental agreement so provides. (Bylaws 7.7b)

D. Owners using their units for vacation rentals must provide the BCA management company with the name and phone number of the rental company or person responsible for renting the unit. In addition, a copy of the current license should be provided.

E. For units that are leased for longer than a month, the name of the tenant(s) and their phone number should be provided to the BCA property management company.

F. The Community Room is not for use by vacation rentals.

VI. Storage

A. Storage Units (Bylaws 10.2)

1. *Storage units may be used only for storage purposes.*

2. *Storage units may be owned only by a BCA owner of a living unit.*
 3. *Storage units may only be used by the owner or tenant of a BCA living unit.*
 4. *Transfer of storage units by or among owners by deed or other form of real property conveyance instrument.*
- B. All personal items must be stored either inside an individual storage unit or in the living unit. Storage in any of the common elements of the building or on decks and patios is not permitted.
- C. Storage of combustible materials such as gasoline, propane, paint thinner, etc. is not allowed in the storage units or in any of the common areas.
- D. Canoes, Kayaks, etc.
1. May be stored on the racks provided on the South end of the property.
- E. Bicycles
1. Bicycles may be stored in the stairwell and chained to the Eye Outlets that have been provided. Room should be left for people to get to their bikes.
- F. Parking spaces may not be used for storage.

VII. Common Areas

A. Use of common areas - General

1. *They shall be used for services for which they were generally intended. (Bylaws 7.6b)*
2. Each owner shall be responsible for damage to any common area or limited common area caused by any of his/her household, guests, tenants, agents, delivery companies or pets. The Board will assess the owner for the full cost of repairs. Owners who are responsible for damage should notify the **management company** of the damage and arrange for payment of repairs.
3. No smoking in indoor common areas.
4. No littering in common areas.
5. No skateboarding/biking/roller skating/etc. in common areas.

B. Exercise Room

1. Children 16 and under must be accompanied by an adult.

2. No pets in the room.
3. The equipment must be properly used at all times.
4. Exercise room Hours are 6AM-10PM
5. The use of the Exercise Room is limited to the unit owner and guest visiting the owner at the unit, long term renters and vacation rental occupants. The exercise room is not a health club for the community and as such the door code should not be given out to friends and relatives of the area to use when they want.

C. Lounge/Kitchen/Community Room

1. The lounge/kitchen/Community Room hours are 8AM-12PM
2. Owners and long term renters (residents) may use the room any time during regular access hours unless the room has been reserved. Vacation rentals are prohibited from the use of the room.
3. See notice in the lounge/kitchen/Community Room for the process for reserving the room.
4. The resident who reserves the room for an evening must have it clean and ready for general use by 8:00 am the next morning. A daytime reserve of the room should include cleanup time.
5. The lounge/kitchen/Community Room is not for use by vacation rental renters. Only guests accompanied by an owner or resident may use the room.
6. Children 16 and under must be accompanied by an adult.
7. The residents are responsible for removing all trash and litter created by themselves or their guests.
8. The facilities and equipment must be properly used at all times.

D. Riverfront Common Area

1. No fireworks
2. No amplified sound

E. Modifications to Common Areas

1. Nothing shall be altered or constructed in, or removed from, the common areas except upon the prior written consent of the Board.

F. Parking Area

1. *Parking of vehicles (Bylaws 7.6g) - Except with the consent of the Board, no vehicle in an extreme state of repair, trailer, truck camper, motorcycle, boat trailer, or other recreational vehicle or truck rated as one ton or more shall be parked on any portion of BCA.*
2. *The parking spaces designated as general common elements (visitor parking) are intended for use of automobiles of unit owners, tenants and guests. (Bylaws 7.6g)*
3. *Parking spaces are designated as limited common areas, each of which pertains to a specific unit. Parking spaces may be transferred to a different BCA unit by an amendment to the Declaration executed by the owner and any Mortgagee of the unit to which the parking space previously pertained to and by the owner of the unit to which the parking space is being transferred. (Declaration 6.2)*
4. Parking spaces can only be rented to BCA owners or leases of their unit.
5. Mechanical work on any vehicle, including but not limited to, changing oil, performing tune-ups, draining radiators, is not permitted in the parking lot.
6. Parked vehicles shall not extend beyond the parking stripes, either in length or width.
7. Storing of items in parking space is not permitted.

VIII. Garbage/Trash

- A. All garbage placed in the disposal area must be securely bagged. Use of garbage disposals is encouraged.
- B. Recycling is strongly encouraged by the Board. Sorting bins are located in the garbage disposal area.
- C. No tires, furniture, appliances, Christmas trees and items too large to fit in the sorting bins should be left in the garbage disposal area. It is the owner or residents responsible to remove them and excessive trash (such as packing materials from move- ins) from BCA.
- D. *No garbage, trash, recycling materials or other waste shall be kept on any part of the BCA property, except in the designated trash area. (Bylaws 7.6i)*

IX. Moving In and Out

- A. A move in/out fee of \$100.00 will be charged at move in. **This includes new owners as well as renters. This does not apply to vacation rentals.**

- B. Moving hours are limited to 8:00 am to 9:00 pm, Monday – Sunday.
- C. If damage can be identified with a specific move, it is the responsibility of owner responsible for the move in or out.
- D. The management company is to be notified 2-3 days in advance of a move, so that there are not multiple move in/outs at the same time and so that it is easier to determine who is at fault if there is damage.

X. Miscellaneous

A. *Signs - No signs shall be displayed to the public view on or from any Living Unit or common element unless written approval is first obtained from the Board. (Bylaws 7.6h)*

B. *Insurance - Nothing shall be done or kept in any unit or in the common elements that will increase the cost of insurance on the common elements. No owner shall permit anything to be done or kept in his or her unit or in the common elements that will result in cancellation of insurance on any unit or any part of the common elements. (Bylaws 7.6j)*

C. Security - Report any security concerns of an immediate nature to the police at 911 and then advise the property management company.

D. Emergencies

1. In case of any emergency requiring FIRE, POLICE or MEDICAL assistance call 911. The pull box on the first floor will alert the fire department.
2. In case of an emergency involving the elevator, water, electrical, sewage and other essential services, contact the property management company.
3. Residents are requested to notify the Management Company of the address, and telephone number of the persons who should be notified in the event of an emergency. Residents are further requested to notify the Board of their forwarding addresses prior to leaving for extended periods of time.

CERTIFICATION OF ADOPTION OF RULES

The undersigned President and Secretary of Bridgeport Condominium Association hereby certify that the foregoing Rules and guidelines were duly adopted by the Board of

Directors of the condominium at a meeting of the Board held on the ____th day of _____ 2014.

Tom Frith, President _____

Paul Plunk, Treasurer _____

Cheryl Carpentier, Secretary _____