# Amendment to SCHEDULE A Annexed to DECLARATION OF TRUST OF THE PACE PLAZA CONDOMINIUM TRUST

### **RULES AND REGULATIONS**

The undersigned Trustees, in accordance with the powers set forth in the Declaration of Trust of Pace Plaza Condominiums under Declaration of Trust dated May 12, 1989 and recorded with Bristol County Registry of Deeds in Book 4130, Page 195 (the "Trust"), hereby adopt the following Rules and Regulations consisting of Schedule A, Schedule B, Schedule C, Schedule D, and Schedule E. Said Rules and Regulations shall supersede and replace all Rules and Regulations and Schedules previously adopted. Such Rules and Regulations shall apply to all Unit Owners and occupants of units and their tenants, servants, employees, agents, visitors and licensees.

### 1. Use and Accessibility

- a. No part of The Pace Plaza Condominiums, North Attleborough, Massachusetts, (the "Condominium"), shall be used for any purpose except those set forth in the Master Deed (the "Master Deed") of even date with and recorded with the Declaration of Trust of the Pace Plaza Condominiums Trust (the "Trust").
- b. The Trustees of the Trust (herein after collectively the "Trustees"), or their designated agent, may retain a pass key to each Unit with the Unit Owner's approval. Pass keys are only to be used in either time of emergency, as deemed by the Trustees, or with the prior consent of the Unit Owner.
  - 1. Unit owners who opt not to provide a pass key for their Unit are fully responsible for the costs associated with fixing/replacing everything damaged in the event that forced access was needed due to an emergency, as deemed by the Trustees.
- c. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall alter any lock or install a new lock on their unit door without first notifying the Trustees in writing.
- d. With exception to the existing installed fixtures (door knob, dead bold lock, & peep hole) no other fixtures, which require holes of any kind, may be installed on the exterior of any Unit door or door jam without prior written consent from the Trustees.

### 2. Safety/Insurance

- a. There shall be no obstruction, storage or waste products and/or materials in the common areas and facilities (lobby, building hallways, stairwells, trash rooms, utility rooms, etc.) without the prior written consent of the Trustees.
- b. Nothing shall be done in the common areas that will cause the Trust's insurance to be changed, altered, increased or cancelled or that would violate any law or ordinance.

- c. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall cause or allow anything to be hung or displayed on the outside of windows, walls, balcony doors, or roof of the Unit or Condominium building including, but not limited to, signs, awnings, laundry, or radio/TV antennas without the prior written consent of the Trustees.
- d. No exterior lighting equipment, fixtures or facilities shall be attached to or utilized for any Unit or Storage Cubicle (see Master Deed, Section 6.c.).
- e. Each Unit Owner shall maintain, repair, preserve and keep clean any and all areas or facilities, the exclusive use of which is provided to said Unit Owner. Unit Owners are to keep all common areas free and clear of all rubbish debris, and other unsightly materials.
- f. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, with exception to those commonly used for household or commercial cleaning and maintenance.
- g. All appliances and electrical equipment of any kind or nature installed or used in each Unit, shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities.
- h. In the event that basement storage is provided, any Unit Owner using the basement storage area is responsible for securing their possessions within the boundaries of their own assigned storage area. Nothing is to be kept or stored outside these boundaries. Any items not secured within the assigned storage area are subject to immediate removal and disposal by the Trustees at the Unit Owner's expense.
- i. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall cause or permit anything to be hung on or displayed from the balcony railings.
- j. Plants are permitted on the floor of the balcony. Other items may be permitted, however, prior written approval from the Trustees is required. At all times while on the balcony, plants and approved items must be contained within the boundaries of the railing and may never exceed the height of the railing. Upon emergency (i.e. Windstorm) or Trustee request, plants and approved items must be taken inside immediately. Plants and approved items must remain inside until the board announces otherwise.
  - 1. By placing any objects out on the balcony, the Unit Owner acknowledges full responsibility for any damage that may occur as a result (i.e. wind blows the item back and damages the sliding door and/or EFIS siding).
  - 2. Drip trays must be used for all plants kept on the balconies. This is to prevent water and other substances used for the maintenance of the plants from falling down to areas below.
  - 3. No fires, cooking devices or other devices which emit dust shall be allowed on any balcony.
- k. No Smoking is allowed in any interior common area or on the patio outside of the parking lot entrance at any time.

- I. All property damage to the common elements of the Trust will be repaired as soon as practicable under the supervision of the Trustees. Assessment of deductibles and/or losses not covered by insurance will be assessed only to the Units damaged by the loss in equal proportion to the total cost of repairs. Unit Owners shall hire their own contractors but only will be reimbursed up to the amount allowed by the Insurance Company. Unit Owners assume sole responsibility for the work being performed properly. Damage must be repaired within 60 days from the date notified by the Trust of the allowable reimbursement. This time period may be extended for good cause with prior approval by the board of Trustees. Unit Owners will receive up to 100% of total damages allowed by the insurance company to their respective unit less proportional deductible assessment. The Board of Trustees reserves the right to inspect the work to determine that work has been performed satisfactorily prior to distributing the insurance proceeds. This resolution will apply regardless of the number of units affected.
- m. Rollerblading, skateboarding, bicycling or the use of any recreational vehicle is not permitted in the common areas, basement area, or ramps of the property.
- n. No items of any kind (cigarettes, liquids, keys, trash, etc.) are permitted to be thrown or dropped over balcony railings.
- o. Unit Owners or occupants or any of his agents, servants, employees, licensees, lessees, or visitors must not admit anyone to the building that they do not personally know such as delivery people. These visitors must be met in the lobby and delivery either taken in the lobby or the Unit Owner or occupant or any of his agents, servants, employees, licensees, or lessees must escort the visitor through the building to their Unit to ensure the security of other residents.
- p. No resident or guest of Pace Plaza Trust may leave any access door unlocked (or prevent the door from being able to fully close) at any time.
- q. Glass, boxes, hazardous materials and/or other objects that are too large to fit into the average 13 gallon kitchen sized trash bag without being physically compressed are prohibited from being disposed of using the trash chute. All other items being disposed of by using the trash chute must be enclosed in a sealed trash bag no larger than the average 13 gallon kitchen sized trash bag. The prohibited items as well as items not sealed in a trash bag no larger than the average 13 gallon kitchen sized trash bag pose both a physical danger as well as the increased risk of the trash chute becoming clogged and therefore these items must be disposed of by manually placing them in one of the provided dumpsters.
- r. At least one up to date phone number must be programmed into the recorded call system at all time in order to ensure that all residents are kept up to date with emergency announcements and important information.
- s. The act of covering or tampering with the smoke detectors, sprinklers, or any other safety device in the building is strictly prohibited.

### 3. Unit Owners' Rights and Responsibilities

a. All personal property of the Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors in the Units, or the common areas and facilities, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept

therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, nor their respective successors or assigns, shall bear any responsibility therefor.

- b. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
- c. All Unit Owners are responsible for payment of their monthly assessment for common area charges ("condo fee") by the 1<sup>st</sup> of each and every month. Failure to do so will result in an initial fine if payment is not received by the 15<sup>th</sup> day of the month due. If payment is still not received by the 25<sup>th</sup> day of the month, an additional fine will be imposed. These fines will continue to accrue until the account is brought current. In addition, accounts are turned over to the association's attorney once the account becomes more than 60 days in arrears. These Unit Owners are solely responsible for any and all legal fees accrued as a result of this action. Any mortgage holders will be automatically notified by the association's attorney of any account more than 60 days in arrears as they are permitted to do under the provisions of Massachusetts General Laws, Chapter 183A, Section 6(c).
- d. When any portion of the Unit Owner's share of the common expense (condo fees and/or assessments) is delinquent or when any unpaid fines or expense reimbursements exist on a Unit Owner's account, voting rights will be suspended until the delinquency has been corrected and/or the unpaid fines or expense reimbursements have been collected.
- e. Unit Owners must provide the Trustees or their Agent with all information required to be provided under the Massachusetts General Laws, Chapter 183A, Section 4 and Section 10, including the unit owner's name, mailing address, tenants name or occupants of the unit and the name and phone number of the person responsible for maintenance of the unit if it is rented. Unit owners are required to ensure that this information remains current.
- f. In order to expedite enforcement of Mass. General Laws, Chapter 183A, Section 4(5), Unit Owners are also required to provide current mortgage information. Unit owners are responsible for updating this information should it change.
- g. All investor owners must provide a copy of the Master Deed, Trust and Rules & Regulations to their tenants.
- h. Proper attire must be worn at all times by each Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors, while in the lobby, hallways, parking lot, or other common areas (both interior and exterior) of Pace Plaza. Proper attire is defined as being fully clothed and wearing footwear at all times. Wearing undergarments does not count as being fully clothed.
- i. Notices posted on the bulletin boards require prior approval from the Board of Trustees prior to posting. The notices must be written on the provided 3.5 cards and dated. Notices will be removed by the Board of Trustees 30 days after the date posted. Notices must be submitted in Box 77 for possible approval.
- j. Posting notices of any kind in any of the common area without the prior written approval of the Board of Trustees is prohibited.

k. Unit Owners have the right to request a meeting with the Board of Trustees. Requests must be submitted in writing and can either be submitted in Box 77 or by email at board@paceplaza.com. Meeting requests must include the reason for the request and a detailed list of topics that are requested to be addressed. Requests must be submitted at least 14 days prior to a meeting date. This will provide the Board of Trustees with an appropriate amount of time to research the matter and increase the likelihood of the Board of Trustees being able to provide a resolution during the meeting. Meetings are held on a monthly basis and often have a full agenda prior to the meeting date. Because of this, it is possible that a requested meeting will be scheduled for the next available meeting date.

### 4. Noise/Disturbance/Damage

- a. No Unit Owner shall make or permit any noises by himself, his family, servants, employees, agent, visitors, lessees, licensees, or household pets which may be or become an annoyance, nuisance, or will interfere with the rights, comforts or conveniences of other Unit Owners or occupants; nor shall any unit owner engage in or permit anything to be done by which such persons or pets, either willfully or negligently, may or does cause damage to any other Unit or to the common areas and facilities, or results in the removal of any article or thing of value from any other Unit Owner's unit or from the common areas and facilities.
- b. The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such Unit Owner such costs.
- c. Total volume of audio/video equipment, computers, musical instruments or anything else emitting sound, shall at all times be kept at a sound level that the sound does not pose to be a nuisance to the other Unit owners.
  - 1. During the hours of 11:00pm and 7:00am all sound must be kept at a level that cannot be heard outside the boundaries of the respective Unit.

### 5. Construction/Renovations/Repairs

- a. Unit Owners are permitted to do construction work, renovations, or repairs to their unit between the hours of 7:00am and 11:00pm. These hours align with the Rules and Regulations regarding noise and disturbances.
- b. The use and/or storage of tools and/or building equipment for construction, renovations, or repairs by a Unit Owner or a Unit Owner hired contractor is strictly prohibited in the common areas of the property. The use and/or storage of tools and/or building equipment must be contained to the interior boundaries of the unit.

### 6. Parking

- a. No boats, boat trailers, other trailers, mobile homes, or commercial vehicles shall be permitted at the Condominium without the prior written consent of the Trustees.
- b. No vehicle which cannot operate on its own power shall be permitted on the Condominium property.

- c. No storage of any kind is permitted in the parking lot or any other Common Area without prior written consent of the Trustees.
- d. No Unit Owner shall repair or mechanically maintain any vehicle in the parking lot.
- e. Each Unit Owner shall be responsible for any damage caused by their vehicle such as leakage of oil, transmission fluid, or antifreeze. The owner of such vehicle shall cause it immediately to be repaired.
- f. No unregistered vehicles are permitted on the Condominium property.
- g. No vehicle is permitted to park in a parking space designated as a handicap parking space without either having a handicap license plate affixed to the vehicle or an active handicap placard hanging from the vehicle's rear view mirror. Violators will receive a parking violation sticker, are subject to being towed at the owner's expense, and will be subject to the fines in accordance with Schedule E of the Rules and Regulations.
- h. All residents will be supplied with two parking permit stickers. The stickers will have a unique serial number printed on them and will not have any identifying feature that could be used by the general public to determine your place of residence (ie. the name of the building). These stickers should be applied to the rear view mirrors of the vehicles (maximum two per unit) belonging to the residents of the building. Affixing the parking sticker is optional, however, the lack of a sticker will result 1) restricted use of the Contractors and Temporary parking spaces, and 2) the inability to request that the board take action against an illegally parked vehicle located in one of the two parking spaces for which the owner of the unit has an exclusive easement in accordance to their deed. The board will never take action on it's own against a vehicle parked in one of the two parking spaces for which the unit owner has an exclusive easement in accordance to their deed for not having a Resident Parking sticker. Stickers can be replaced at the cost of \$20. When a sticker is replaced the old serial number will be retired and a new serial number issued. Vehicles with a parking permit sticker with a retired serial number will be considered Visitor vehicles and subject to the Rules and Regulations regarding visitor vehicles.
- i. Between the hours of 8:00am and 8:00pm the contractor spot is reserved solely for contractors. The board must be advised of any contractors who will be using the spot during that timeframe. This spot is located at the exit of the parking lot and is identified by the posted sign. Between the hours of 8:00pm and 8:00am the spot is reserved for resident parking only. Visitors (non-contractors) are not permitted to park in this spot at any time. Visitor's vehicles will be identified by 1) the lack of notice to the board that a contractor will be using the space and 2) lack of a parking permit sticker on the rear view mirror of the vehicle. Violators will receive a parking violation sticker, are subject to being towed at the owner's expense, and will be subject to the fines in accordance with Schedule E of the Rules and Regulations.
- j. Between the hours of 8:00am and 11:00pm the temporary spot is reserved for temporary parking for resident's vehicles only with a 30-minute time limit. This spot is located next to the ramp off the patio at the entrance facing the parking lot and is identified by the posted sign. Visitors are not permitted to park in this spot at any time. Visitor's vehicles will be identified by the lack of a parking permit sticker on the rear view mirror of the vehicle. Violators will receive a parking violation sticker, are subject to being towed at

the owner's expense, and will be subject to the fines in accordance with Schedule E of the Rules and Regulations.

k. There is absolutely no visitor parking provided at Pace Plaza Condominiums. Vehicles belonging to visitors must be located in one of the two parking spaces for which the owner of the unit has an exclusive easement in accordance to their deed. Visitor's vehicles are defined as those that do not have an issued parking permit sticker affixed to the rear view mirror. Visitors parked anywhere on the premises other than in one of the two parking spaces for which the unit owner has an exclusive easement in accordance to their deed will receive a parking violation sticker, and are subject to being towed at the owner's expense. The Unit Owner of the unit being visited will also be subject to the fines in accordance with Schedule E of the Rules and Regulations.

### 7. Pet Ownership/Responsibilities

- a. Unit Owners may keep in their Units dogs, cats, or other household pets, and such household pets may be permitted in the common areas and facilities, subject to the following rules and regulations:
  - 1. Such pets may not be kept, bred or maintained for any commercial purposes;
  - 2. Unit Owners are encouraged to limit ownership of pets of any type to the size defined by the American Kennel Association as "medium".
  - 3. Pets are permitted in the elevators on condition that the pet is leashed and restrained by the pet owner and the pet owner must yield right of way to use the elevator to any resident at the resident's request.
  - 4. Owners of household pets shall be permitted to walk such pets on a leash in the areas not specifically excluded by the Trustees for such purposes.
  - 5. All wastes generated by such household pets in or on any portion of the common areas and facilities (interior and exterior) or in any Unit (other than the Unit of the owners of such pet) shall be immediately removed and properly disposed of by the Owner of such household pet.
  - 6. Each Unit Owner keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the cleanup of any Unit (other than the Unit of the owner of such pet) or the common areas and facilities, is offensive or causes or creates any nuisance or unreasonable disturbances or noise shall be fined and/or assessed by the Trustees for the cost of the repair of such damage or cleaning.

### 8. Trustee Rights/Responsibilities

- a. The Trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom for making emergency repairs therein necessary, in the Trustee's sole judgment, to prevent damage to the common areas and facilities or to another Unit or Units (Declaration of Trust, Section 5.3.1).
- b. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Trustee,

agent or employee of the Trustees, whether for such Unit or storage area (if applicable) an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such Trustee, agent, employee, and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly of indirectly resulting therefrom or connected therewith.

### 9. Exterior Decoration/Upkeep of the Common Area and Units

- a. No part of the common areas and facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner nor shall anything be altered, constructed in, or removed from these areas without the prior written consent of the Trustees.
- b. Any maintenance, repair or replacement of common areas and facilities which is the responsibility of Unit Owners pursuant to the Master Deed or the Declaration of Trust shall be done only by contractors or workmen approved by the Trustees.
- c. All window treatments, of any type, used by the Unit Owners shall be a solid white or tan in color unless if approved in writing by the Trustees prior to the installation.

### 9. Resale/Rental Restrictions

- a. No Unit Owner shall be permitted to sell a Unit in the Condominium by means of an "open-house", as such practices place an undue burden on the parking facilities and traffic patterns of the Condominium unless if previously approved in writing by the Trustees.
- b. No Unit Owner of a Residential Unit or a Retail/Office Unit shall display "For Sale" or "For Rent" signs in the windows of their Unit nor shall any Unit Owner place window displays or advertising in the windows of any Unit without the prior written consent of the Trustees.

### 10. Amendments, Approvals, and Violations

- a. These Rules and Regulations may be amended from time to time as provided in the trust.
- b. Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.
- c. Any Unit Owner found to be in violation of these Rules and Regulations, after a decision of the Trustees according to the Grievance Procedures adopted under Schedule B annexed to the Declaration of Trust of the Pace Plaza Condominium Trust shall be subject to the penalties detailed in Schedule E annexed to the Declaration of Trust of the Pace Plaza Condominium Trust.

### SCHEDULE B Annexed to DECLARATION OF TRUST OF THE PACE PLAZA CONDOMINIUM TRUST

### **RULES AND REGULATIONS**

### 1. Grievance Procedures and Fine Schedule

- a. The Trustees of The Pace Plaza Condominium Trust (hereinafter collectively the "Trustees") do herein adopt the following formal Grievance Procedures and Fine Schedule for violations of the Rules and Regulations outlined in Schedule A of the Declaration of Trust of the Pace Plaza Condominium Trust (the "Trust"):
  - 1. Any Unit Owner wishing to file a Grievance concerning alleged infractions of the Trust Rules/Regulations of Schedule A MUST do so in writing outlining specific details of the alleged infraction and what action they have taken heretofore to resolve the problem. This shall only be done after the Unit Owner has exhausted the possibility of working out the problem on a "neighbor to neighbor" basis. The Trustees will NOT serve as a first resort in settling problems between Unit Owners.
  - 2. Any Unit Owner wishing to file a Grievance concerning anything other than what is noted in (i) above MUST do so in writing outlining the details of their Grievance.
  - 3. The Unit Owner shall submit the written grievance by placing it in mailbox #77 or by mailing it to Pace Plaza Board of Trustees, 68 N. Washington St, North Attleboro, MA 02760.
  - 4. After review and consideration of the correspondence relating to the Grievance by the Trustees at their next scheduled meeting, the Trustees will render a decision and the parties to the Grievance will be notified in writing. If the Grievance is found to be valid, the appropriate warning letter, fine, or action will be communicated.
  - 5. Each Grievance will be considered as a separate violation on its individual merits.
  - 6. Safety violations will be dealt with by the Trustees on a case by case basis without requiring the filing of a formal grievance. Because of the potential serious nature of these infractions, these violations will be adjudicated on an immediate basis by the Trustees and may not be bound by the procedures outlined in this document.
  - 7. The fine schedule shall be based on category of offense safety and/or infractions covered in the other sections of Schedule A of the Rules and Regulations.
  - 8. Fines covering non-payment of common area (condo) fees are automatic and not subject to a grievance procedure.

### Annexed to DECLARATION OF TRUST OF THE PACE PLAZA CONDOMINIUM TRUST

### **RULES AND REGULATIONS**

### 1. Snow Removal Procedure

- a. Each Unit Owner is solely responsible to move their vehicle(s) from the Condominium's parking area(s) within twenty (20) minutes of notification in order to facilitate the orderly removal of accumulations of snow and ice therefrom by the Trust's agents.
- b. Each Unit Owner is solely responsible to ensure vehicles owned by their tenants and invitees are also moved from the Condominium's parking area(s) within twenty (20) minutes of notification in order to facilitate the orderly removal of accumulations of snow and ice therefrom by the Trust's agents.
- c. Each Unit Owner is solely responsible to make arrangements for the prompt removal of his/her vehicle(s) from the parking area(s) in the event that he/she may be unable to do so as set forth above.
- d. All such vehicles shall be moved from the Condominium's parking area(s) as directed by the Trustees in the snow removal procedure, which may be modified at the judgment of the Trustees when deemed necessary. Unit owners will be advised of the current procedure in one or more notices which may be posted in the common areas, delivered to unit owners, and/or conveyed electronically through email or pre-recorded call. Should the Trustees and/or their agents determine for reasons of safety changes to the established procedure must be made immediately, the Trustees shall modify the procedure without providing written notice thereto.
- e. Unit Owners shall immediately remove their vehicles from the parking area(s) when, and as requested to do so, by either the Trustees or their agents.
- f. In the event any vehicle is not so moved and/or removed from the parking area(s) and which impedes the orderly removal of accumulations of snow and ice therefrom in the Trustee's reasonable opinion, the Trustees may:
  - assess the applicable Unit Owner a fine as detailed in Schedule E annexed to the Declaration of Trust of the Pace Plaza Condominium Trust each day until either the vehicle is moved of the subject snow and/or ice around such vehicle dissipates, whichever is earlier; and/or
  - 2. arrange for any such vehicle to be towed from the premises at the Unit Owner's expense.

## SCHEDULE D Annexed to DECLARATION OF TRUST OF THE PACE PLAZA CONDOMINIUM TRUST

### **RULES AND REGULATIONS**

### 1. Move In/Out and Furniture/Appliance Delivery Procedures

- a. For a move, contact the Board of Trustees at least 48 hours in advance to:
  - i. Schedule your move day to ensure that the elevator is locked/padded
  - ii. Provide applicable contact information (ie. name, phone number, email, etc.) for each resident so that the necessary systems can be updated.
- b. All moves require a \$200 Safety & Security deposit, by the Unit Owner, to ensure doors are monitored throughout the move and the individual(s) remain in the lobby during the move as well as to cover any damage that may be incurred as a result of the move. Responsible said individual(s) are to open and close the doors for the movers to prevent heat loss, damage and to maintain the security of the building. Trust supervised moves lasting more than 6.5 hours may be subject to additional fines not to exceed \$200.00 for 6.5 hour time periods. The board reserves the right to hire any individual(s) to perform this task if this rule is found to be in violation. Said deposit funds to be paid to the select individual(s) hired by the Board of Trustees. If the individuals moving in/out monitor the door themselves during the move, the deposit will be returned within several business days after it has been verified that there has been no damage to the building as a result of the move. If damage has been incurred, the cost of the repairs is taken from the deposit. If the cost of the repairs exceeds the deposit amount, the Unit Owner is responsible for the balance of the cost. This rule is to safeguard the security and integrity of Pace Plaza Condominium Trust.
- c. No moves or furniture/appliance deliveries are permitted through the front (N. Washington Street) door. The rear lobby door must be used. Propping open any door (entrance, fire, elevator, etc) or blocking any with furniture, appliances, or any other property is strictly prohibited.
- d. All cartons and crates must be disposed of in the dumpster at the rear of the building (not in the trash chute). Flatten all cartons as much as possible.
- e. Should you choose to move yourself, be aware that you will be held personally responsible for any damage caused to the building as a result of your move.
- f. The fire lane, handicap spaces, handicap ramp and sidewalk are not to be obstructed.
- g. Trucks are not permitted in the carport areas.

## SCHEDULE E Annexed to DECLARATION OF TRUST OF THE PACE PLAZA CONDOMINIUM TRUST

### **RULES AND REGULATIONS**

### 1. Schedule of General and Safety Fines

	Safety (Section 2)	All Other
1 <sup>st</sup> Offense	Warning letter within 48	Warning letter
	hours to cure infraction	
2 <sup>nd</sup> Offense	\$50.00	\$25.00
3 <sup>rd</sup> Offense	\$100.00	\$50.00
Each additional offense	\$150.00	\$75.00

### a. Nonpayment of Common Area Fees Fine Schedule

i. Nonpayment of Common Area (condo) fee by the 15<sup>th</sup> day of the month due will result in a fine of \$15.00. Continued nonpayment on the 25<sup>th</sup> of the month due will incur an additional \$25.00. These fines will continue to accrue for each and every month of nonpayment until the balance of the account is brought current or until an acceptable repayment plan is established in writing and signed by the unit owner and a majority of Trustees. In the event that a written and signed repayment plan does exist, the accrual of late fees may be put on hold as long as the repayment plan remains in good standing. In the event that the terms of the repayment plan are not honored by the Unit Owner, the accrual of late fees will resume effective the date that the late fees were originally put on hold.

### b. Noncompliance with the Snow Removal Procedure

 Noncompliance with the Snow Removal Procedure, as outlined in Schedule C of this document, may result in a daily fine of \$200.00 (Two Hundred Dollars) until compliance is met.