Rules and Regulations of The Anchorage Condominium Association, Inc.

Living in a Condominium environment places many people in closer proximity to one another than they have ever been in the past. This closeness means having to be more aware of and considerate of the needs and rights of others. In the interest of promoting the safety and comfort of the occupants, as well as the protection and value enhancement of the property of the Unit Owners and their Association, these rules and regulations have been determined by the Board of Directors to be necessary. The purpose of these rules is to establish the standards of appearance and behavior that Owners want in our community.

Each Unit Owner, guest, relative, lessee, invitee or otherwise, hereinafter referred to as Occupant of the Condominium Property, shall, in addition to the obligations and duties as set forth in the Master Deed – Declaration of Condominium, the Bylaws or any Amendments thereto, be governed by the following Rules and Regulations:

- 1. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
- 2. No articles belonging to the Unit Owner or any Unit Occupants shall be kept in the common areas temporarily or otherwise, except as specified and approved by written consent of the Association, and excepting from this provision those common areas set aside for the exclusive use of a particular Unit Owner.
- 3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Occupant on any part of the outside or inside of the demised premises or building without the prior written consent of the Association.
- 4. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the demised premises, without the prior written consent of the Association.
- 5. Units shall be used for the intended and approved residential purposes only.
- 6. The disposition of trash shall be only by the use of receptacles supplied by the Association and as in the manner they so direct.
- 7. No Occupant may make or permit any disturbing noises in the building or on the Property, nor do or permit anything to be done that would interfere with the rights, comforts, or other conveniences of other occupants. No vocal or instrumental practice nor instruction is permitted at any time.
- 8. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Parking of vehicles other than passenger automobiles is prohibited unless with the written consent of the Association.
- 9. The Association shall retain a pass key to the Units. No Occupant shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association. In case such consent is given, the Occupant shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises.

- 10. No Occupant shall allow anything whatever to fall from the windows or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or hall, ventilators or elsewhere in the building or upon the grounds.
- 11. No aerial or antenna serving any television or radio installation shall be erected or maintained on the premises by any Unit Owner without the express written consent of the Association. Any aerial erected on said premises or exterior walls of a building without the consent of the Association, in writing, is liable to removal without notice.
- 12. . No Unit Owner may rent his or her unit, as of June 18, 2016, except pursuant to a Hardship Exception in accordance with the Amended and Restated Master Deed amended in 2016 at a special meeting duly noticed and conducted and hereby ratified and confirmed and recorded in Book 2975 Page 199 of the Barnstable County Registry of Deeds. The awarding of a Hardship Exception rental shall be at the sole discretion of the Association Board and shall be for a period of one (1) year.
- 13. Any common areas reserved to a specific Unit Owner for his exclusive use shall not be used in any manner offensive to other Unit Owners and no laundry or washing of any kind will be so placed in any common area so as to be visible from other units.

Definitions

Common Elements: As used in these Rules and Regulations, unless otherwise stated, includes both the Common Elements and Limited Common Elements as defined in the Master Deed.

Owner(s): The Person(s) having a legal title to a Unit

Lessee/Tenant: The person(s) currently living in a Unit pursuant to an approved Hardship Exception Rental by the Association Board.

Invitees: Visitor(s), Guest(s), Trades Person(s), Agent(s), and others not otherwise defined coming onto the premises for any reason.

Safety

Keys: The Association shall retain a pass key and a dead bolt key to the Units. No occupant shall alter any lock or install a new lock or a knocker on any door of the premises without written consent of the Association. In case such consent is given, the occupant shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises. The Association's approved locksmith must be used.

Heat and Water: The heat in each unit should be set at no lower than 50 degrees from October through April to help prevent pipes from freezing. Water must be shut off at the main supply valve in the basement every time the unit is unoccupied for 24 hours or more, regardless of the season.

Water Heaters: Water Heaters must be replaced every ten years.

Individual Washer/Dryers: Washers and dryers are permitted in units only pursuant to the **Anchorage Condominium Association Washer and Dryer Policy.**

Sinks and Toilets: The Association recommends that sinks and toilets be checked every three years for signs of leaks, erosion and wear. Parts including shut off valves and lines should be replaced where necessary.

Smoking: Smoking is not allowed in any of the common areas, hallways, stairs, foyers or basements, and matches, cigarettes or ashes outside the building must be disposed of in a proper manner. None of these items should be left or thrown on the lawn.

Barbeque Grills : Electric grills should be the choice for outdoor grilling. All grills need to be properly maintained, cleaned, checked for leaks and loose connections before first using the grill each year. Grills need to be kept 10 feet from the buildings. Except as noted herein, propane tanks cannot be kept in condominium unit buildings. **Exception**: propane bottles of 16.4 ounces or less, in quantities of up to 2 fuel bottles are allowed to be stored in garages. (August 15, 2015 Anchorage Board Meeting.)

Storage Areas: Storage areas need to be kept neat and clean; all items must be at least 2 inches off the floor or placed on shelving pallets.

Hazardous Waste: Hazardous household waste must be properly disposed of at the Harwich Transfer Station. There are currently 6 collections each year. Call 508-430-7558 for more information.

Entry Doors and Garage Doors: Entry doors and garage doors should be closed and locked when not in use for security reasons.

Housekeeping

Trash: Household trash must be placed in securely tied plastic bags and disposed of in the dumpster or in the barrels located beside the dumpster. No trash is to be left in hallways at any time. Boxes or cartons must be broken down and flattened before placing in the dumpster. Nothing is to be left outside the dumpster.

Projections: No air conditioner, awning or other projection shall be attached to, or hung on, or used in connection with any exterior window, door or wall of the premises.

Hangings: No towels, laundry, bathing suits, etc. shall be hung from windows or patios, nor placed on shrubs, lawn, Association furniture or any other part of the common area.

Disposals: The town of Harwich prohibits the installation of any sink disposals.

Toilets: To help preserve our septic system, only toilet paper and human waste should be in toilets.

Contractors

It is the owners' responsibility to use a licensed contractor who carries appropriate insurance, including Workers' Compensation and Liability Coverage and to inform the contractor of the Association's rules.

Replacement: If the construction relates to replacement of unit windows or slider doors, the dimensions and style must be identical to those that are being replaced. No variations are acceptable and no modifications to the unit structure shall be allowed. Mullions must not be removed.

Debris: The contractor shall be required to remove all building debris each day and nothing shall be placed in the Anchorage dumpster. No materials are to be stored on the common areas of the property.

List: A list of contractors who have been used by the Association and have proven to be reputable is available from the Board of Directors. No representations are made with respect to quality of work or the reasonableness of fees.

Common Areas

The common elements shall be used only for the furnishing of services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the units. Unit Owners, lessees or guests shall not build, place or maintain any structure or tent upon the common areas without written Board Approval.

Changes: Nothing shall be done to or upon common elements or within a unit which would impair the structural integrity of or change the appearance of any building or the common elements, nor shall any impairment or denial of access to any easement of rights to the common elements be made without prior written approval of the Board.

Central Air Conditioners/HVAC Units: Permission in writing must be obtained from the Board of Directors before installation of any central air conditioning/HVAC Units. See policy dated 5/23/2016 regarding **Unit Owners Use of Common Areas**

Obstructions: No owner, occupant or guest shall place or permit to remain in place any obstruction on the common areas, walkways, hallways, entrance porches, roadways, driveways or parking areas. These shall include but are not limited to grills, golf clubs, shoes, sneakers, bicycles, toys, other sports equipment or lawn chairs.

Signs: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any occupant on any part of the outside or inside of the demised premises or building without the prior written consent of the Board of Directors. This includes "for sale" or "for rent" signs.

Common Area Social Events: Any owner or occupant planning a social event on the common area that will have more than 10 people attending must request permission from the Board of Directors. This must include the type of event, the date and times and the specific area to be used. The owner or occupant will be responsible for set up and clean up and notifying other unit occupants of the upcoming event.

Appearance: In order to maintain a consistent appearance from the exterior of all units, all draperies, curtains, shutters, blinds and other window treatments shall be white or off white. Doors to units off common hallways shall have uniform numbers identifying the unit number which shall be furnished by the Association. Door knockers not to exceed 8 inches in all dimensions and wreaths not to exceed 16 inches in all dimensions may be placed on doors of units off common hallways, but nothing may be placed on any unit doors that are on the exterior walls of the building.

Plantings: All plantings, new or replacement, are the responsibility and under the care of the Garden Committee and the Board of Directors. If plantings of any kind are desired, contact the Garden Committee in writing who will explore it with the Board. All plantings on the grounds, regardless of who planted them, are the property of the Association, and the Board reserves the right to remove or alter any plantings as it sees fit.

Vehicles

Vehicles: Vehicles owned by garage owners should be parked in the garage. All others should be parked within the striped lines in the designated areas on Pleasant Street or in the large parking area in front of the garages. In the event of a snowstorm, vehicles should be parked in garages or in the rear parking area along the grass line. To facilitate snow removal no vehicles should be parked in the Pleasant Street spaces. Egress as required by the Harwich Fire Department must be maintained at all times. All vehicles parked in the community must possess up to date registration and inspection.

Other Vehicles: Vehicles of a size larger than a pickup truck, vehicles bearing commercial signs, mobile homes, boats or trailers shall not be parked within the community.

Construction vehicles Construction vehicles are permitted only for the period necessary to complete the installation, service or repair unless allowed by specific permission of the Board. Construction vehicles should not park in the front driveway lot on Pleasant Street unless absolutely necessary. All vehicles parked in the community must possess up to date registration and inspection.

Quality of Life

Units shall be used only for private single family residences. The maximum number of permanent occupants in each unit shall be no greater than 2 times the number of bedrooms originally designed for the unit, excluding children under 18.

Fees: Maintenance fees are due and payable the first of each month and apply to the month in which they are due. Other fees or assessments are due and payable on the designated date.

Noise: No one shall make or permit any disturbing noises that will interfere with the rights, comforts or convenience of other unit owners or occupants. This includes but is not limited to loud voices, the playing of musical instruments, radios, televisions, other sound systems or the slamming of doors. These restrictions should be observed at all times, but particularly between 11 PM and 8 AM of the following morning.

Pets: See Pet Policy and Regulations

Disability Accommodations: Any unit owner or lessee requiring disability accommodations must request a copy of the Associations disability policy. The Anchorage and the resident will work together to arrive at the best solution to accommodate the person with the disability. The owner of the unit where the equipment or device is installed shall be responsible for the installation and maintenance of any mechanical device and all supporting equipment. The colors and aesthetics as determined by the Association must be accepted by the resident in order to fit within the appearance of the building structure. The owner will sign an agreement stating that upon the sale of the property where the equipment has been installed to accommodate the resident, the owner will pay for the removal of the installed equipment and for the restoration of the building to its original state. If the equipment is needed by the buyer a written request by the buyer (including a letter attesting to the disability and a signed agreement of restoration) must be submitted to the Board of Directors prior to the closing. The owners of the unit where the equipment is installed shall notify the Board prior to vacating their unit stating either their compliance with their agreement to remove the equipment or the request of the buyer to keep the equipment.

Miscellaneous: Unit owners should not request the services of the Association's maintenance personnel for tasks within their units during their regularly scheduled working hours. Unit owners may retain the services of the Association's maintenance personnel for work inside or outside their unit when the personnel are free to do so after finishing their regular schedule and required hours.

Pet Policy and Regulations

At a duly noticed and conducted meeting of the Board of Directors ("Directors") of The Anchorage Condominium Assoc., Inc. ("Association"), the Directors on July 11, 2015 did adopt and shall implement for the best interests of all unit owners and to protect unreasonable interference of common areas and facilities of the Anchorage Condominium ("Condominium"), the following pet policy and regulations ("Pet POLICY") dealing with pets at the Condominium, arising from obligations and duties set forth in that certain Amended and restated Master Deed Declaration of Condominium dated September 26, 2009, recorded at the Barnstable registry of Deeds in Book 24112, Page 1. This pet policy shall supersede and take precedence over any policy to the contrary in the condominium documents including, but not limited to, the Master Deed, Declaration of Trust, Bylaws, Rules and regulations, and all other related documents.

I. Pet Policy and regulations

A. Pet Policy

No animal of any kind is permitted anywhere on the premises of the Condominium including inside and outside the units. This prohibition extends to visitors and guests. The Pet Policy is subject to the following exceptions as described in Sections B and C below:

B. Domestic Cats

- 1. Domestic cats ("Domestic Cats") are permitted in the Condominiums provided that they are kept in units that are owner occupied, and must be kept indoors at all times.
- 2. No more than two (2) Domestic Cats may be kept within any unit (offspring may be kept for a maximum of 45 days following birth).

C. Service Animals

- Unit owners/renters who require an animal to aid with a physical or emotional handicap ("Service Animal") may have one (1) Service Animal residing in their unit under the following conditions:
 - (a) Unit owners/renters must present a written request to Directors stating the reason they require a Service Animal, and provide supporting documents substantiating same;
 - (b) Directors shall review the written requests, and within two (2) weeks of receipt thereof, shall make a decision as to whether they shall provide the unit owners/renters written permission to allow the requested Service animal to reside in the unit;
 - (c) Upon receiving written permission from a majority of the Directors to have a Service Animal as set forth above, unit owners/renters shall provide written proof of up-to-date inoculations including rabies and distemper vaccinations as deemed appropriate to the breed/type of animal. Additionally, unit owners/renters shall provide annual documentation of vaccinations to the Directors;
 - (d) There shall be no breeding of any Service Animal in any unit;

(e) Notwithstanding anything contained in this Pet Policy, no unit owner/renter shall keep or maintain in a unit or anywhere in or on the Condominium any Service Animal the possession of which is prohibited by any federal, state or local law, ordinance or regulation.

II. Pet Owner Responsibilities

The following rules apply to all pet owners residing at the Condominium, including owners of Service Animals and Domestic Cats at the Condominium, where applicable:

- 1. The unit/owner or person responsible for the pet shall immediately clean up any and all droppings for which his/her pet is responsible in or about the Condominium, including, without limitation, the sidewalks and exterior landscapes and inside common areas.
- 2. Repair of any damage caused by a pet, including but not limited to staining of the grass or shrubs and/or any common area shall be the responsibility of the owner/renter of the unit in which the pet lives. The Directors are authorized, in their sole discretion, to repair to their satisfaction any such damage not repaired by the responsible unit owner/renter and the owner/renter of the unit in which the pet lives shall be assessed the cost of such repairs.
- 3. No Service Animal or Domestic Cat shall be permitted in any part of the Condominium (other than within the unit of the owner thereof) unless carried or on a leash.
- 4. Service Animals or Domestic Cats shall not be confined to Common Areas by chains, anchors, ropes, electronic devices, or the like.
- 5. All Service Animals must be licensed by proper authorities. The unit owner(s) is/are responsible for getting pets properly inoculated per town/county/state requirements on a periodic basis.
- 6. Unit owners shall ensure that animal sounds are confined to inside their unit. Repeated instances of loud animal noises heard from outside the unit shall be cause for the unit owner to be fined, at the sole discretion of the Directors.

III. Insurance Requirements

Each unit owner/renter who shall have a Service Animal at the Condominium shall promptly obtain, pay for, and maintain a HO-6 insurance policy that will insure against and all liability, damage and costs arising from such unit owners/renter's owning or housing a dog at the Condominium with a minimum liability limit of \$500,000. In the event such unit owner/renter rents to a party who has an approved Service animal at the Condominium and the waiver is issued in accordance with the terms thereof, then said unit owner/renter shall promptly obtain, pay for, and maintain a HO-4 insurance policy that will insure against any and all liability, damage, and costs arising from such renter's owning or housing a service Animal at the Condominium with a minimum liability limit of \$500,000. In addition, each unit owner/renter who shall have a Service Animal at the Condominium or who has a renter at the Condominium who has a Service Animal and a waiver is granted pursuant to the terms hereunder, shall promptly obtain, pay for and maintain an Umbrella Policy, in at least the amount of \$1,000,000, to insure against any and all liability, damage, and costs arising from such unit owner/renter's owning or housing a Service Animal at the Condominium. Evidence of such insurance through the appropriate

insurance binders shall be presented to the Directors upon the Service Animal first entering the Condominium and the renewal of said policies.

IV. ENFORCEMENT

- 1. The Directors shall assess to such unit owner/renter all costs of enforcement including, without limitation, assessments, fines, damages and legal fees incurred to defend a claim of a person to enforce the obligations hereunder, and until paid, the same shall constitute a lien against the unit of each such unit owner/renter and be enforceable pursuant to the provisions hereof and Section 6 of M.G.L. Ch. 183 A.
- 2. Service Animals which display aggressive or offensive behavior, including but not limited to threatening actions and noise, shall be removed forthwith from all condominium property at the request of the Directors.
- 3. Any repeated disturbance caused by a Service Animal or Domestic Cat shall be cause for the pet's removal from the Condominium, by vote of the Directors recorded in the minutes.
- 4. When a complaint is filed with the Directors and/or management company, the following actions shall be exercised:
 - Step 1: The directors shall investigate the claim or alleged incident;
 - Step 2: Within 10 days of the incident, written notification that a \$25.00 fine is being levied. If the incident involves extensive property damage, an estimate of damages is sent to the owner. The fine is reflected in the monthly billing statement.
 - Step 3: If a second incident occurs, a \$50.00 fine is levied with a written warning that another incident will involve a meeting with the Board of Directors.
 - Step 4: If a third incident occurs, a \$100.00 fine is levied and the unit owner/renter is required to meet with the Directors within 30 days. The Directors have the discretion to require the unit owner/renter to remove the pet.
- 5. The Directors reserve the right to adjust fines and fees in accord with the condominium regulations.
- 6. The owner shall immediately remove the animal from all Condominium Areas in the event the Service Animal or Domestic Cat bites a person or exhibits other dangerous behavior if requested to remove in writing by the Directors.

V. LIABILITY

Each unit owner/renter, by having a permitted Service Animal at the Condominium, shall, at the time of requesting the Service Animal, in writing and in a form approved by the Directors, release, indemnify, and hold harmless the Condominium, Directors, and their agents and employees against loss, liability, damage or expense, including attorney fees, for any actions or omissions arising from his or her

Service Animal at the Condominium, which undertaking shall survive the sale of his or her unit. Failure to exercise said release shall result in a monthly fine of \$25.00

VI. AMENDMENTS

The Pet Policy may be altered or amended from time to time as the Directors, by majority vote, shall so decide in writing.

Policy Regarding Unit Owners Use of Common Areas

At a duly noticed and conducted meeting of the Board of Directors ("Directors") of the Anchorage Condominium Assoc., Inc. ("Association"), the Directors on May 23, 2016 did adopt and shall implement, for the best interests of all unit owners and to protect unreasonable interference of common areas and facilities of the Anchorage Condominium ("Condominium"), the following policy and regulations dealing with the use of common areas and the installation of air conditioners/HVAC systems. This policy shall supersede and take precedence over any policy to the contrary in the condominium documents including, but not limited to, the Master Deed, Declaration of Trust, Bylaws, Rules and Regulations, and all other related documents.

1) Policy Objective and Purpose:

a. Establish a uniform process for individual unit owners' use of Anchorage common areas for any betterment of an individual unit owner's property - specifically, the installation of central air conditioning/HVAC units and more generally any other alteration or modification to the common elements that benefit an individual unit owner. Any and all obligations hereunder are perpetual and shall attach to all successive unit owners and assignees, and shall be specifically noted in any subsequent future sale or transfer of unit ownership.

The failure of the Association to enforce any right, provision or condition hereunder shall not constitute a waiver of the right of the Association to enforce such right, provision or condition in the future.

2) Board's Authority:

a. Master Deed & Rules and Regulations; the By-Laws of the Association; and the Anchorage Rules and Regulations.

3) Required notice:

a. Any unit owner seeking to install an Air Conditioner/HVAC or otherwise make any alterations or improvements to their unit which utilize the Anchorage common areas, must first make written application to the Anchorage Condo Association Board. Requests by individual unit owners must be submitted at least 30 days prior to the desired installation commencement date and must be submitted while regular Board meetings are scheduled (usually May 1st through October 15th)

4) Required actions and responsibilities by the unit owner:

- a. Unit owners must submit detailed plans and specifications. Such plans and specifications must include the specific location of all elements of the alteration, modification or installation including the proposal from a qualified, insured and licensed installer.
- b. Prior to Board consideration and decision, the unit owner or the installer must provide the Board (or its designee) evidence of the installer's applicable license(s) and insurance.
- c. Prior to Board consideration and decision, the unit owner will require the installer to review the installation plans with the Board (or its designee).
- d. The unit owner or the installer will be required to obtain all permits.
- e. All Installations shall be executed in a workman like fashion by professional installers and shall not compromise the buildings structural integrity. The unit owner is solely

- responsible for any and all costs associated with damage to any common area either during the installation or subsequently during operation or use of the approved alteration or modification.
- f. The unit owner is responsible for any and all costs associated with removal or modification of any approved alteration or modification of a common area should full or partial removal be necessary to accomplish building repairs or maintenance.
- g. The unit owner shall provide notice to the Board when the installation is complete and shall review the installation with the Board (or its designee).
- h. The unit owner is required to return the common area to its original condition if possible. If not possible to return the common area to original condition, the area must be returned to a condition that satisfies the Anchorage Board (or its designee) in its sole discretion.

5) HVAC Units

a. Location:

- i. Air conditioner units/HVAC may not be located in the common areas abutting the building facades and the sides of the East, West, North and South buildings which abut the common area courtyards.
- ii. The North and East building are considered to each have two facades; the North building entrance on Pleasant Street as well as the entrance abutting the common area courtyard; and the East building entrance on School House Road as well the entrance abutting the common area courtyard.
- iii. Air Conditioner/HVAC condensers for any second-floor unit may not be located below any window area.

b. Installation:

- i. Any piping, duct work and conduit incident to Air Conditioning/HVAC unit installation cannot penetrate or transect any common areas above or below the crawl spaces adjacent to the unit seeking to have the HVAC system installed. Firewalls cannot be penetrated.
- ii. Installation shall be executed in a workman like fashion by professional HVAC installers and shall not compromise the buildings structural integrity. All necessary building permits and inspections shall be obtained by the unit owner.
- iii. Installation shall be accomplished so that when running the unit and surrounding areas are free from vibration; and shall not cause or generate condensate/moisture.
- iv. Any damage to the buildings common areas resulting from the HVAC unit installation and/or operation shall remain the sole and exclusive responsibility of the unit owner, his successors and assigns.
- v. All piping incident to the air conditioner/HVAC installation shall be covered by a white vinyl conduit. The Association shall review and approve the style of the conduit so as to maintain a common aesthetic.
- vi. Condenser units shall have plantings around them; the Association's Landscaping Committee shall specify the size and type planting, and the unit owners shall be responsible for providing and planting the same at their expense.

c. Specifications:

i. The HVAC unit condensers shall not exceed 50-52dB (decibels).

- ii. Condenser air discharge shall not blow up but away from the building.
- iii. Condensers shall be installed on a concrete or synthetic pad designed for such purposes.
- iv. The HVAC unit condensers unit shall not exceed 36 inches wide, 14 inches deep and 42 inches high (final installed height).
- d. Preexisting Conditions:
 - i. Air conditioner units/condensers installed prior to October 10, 2015 shall be exempted from compliance. Any future replacements or modifications of these preexisting units shall be subject to review and approval by the Board.

6) Board's Response:

- a. The Board will respond to all properly submitted requests as soon practicable.
- b. The Board may request additional information as it deems necessary
- c. No decision will be issued, and no work may commence, until the Board has received all required and requested documents.
- d. Requests may be approved as submitted, modified in whole or in part, or approved conditionally.

Washer and Dryer Policy

At a duly noticed and conducted meeting of the Board of Directors ("Directors") of the Anchorage Condominium Association, Inc, ("Association"), the Directors on July 22, 2016 did adopt and shall implement, for the best interests of all unit owners the following policy and regulations dealing with the installation of washers and dryers. This policy shall supersede and take precedence over any policy to the contrary in the Rules and Regulations.

One of the most prevalent causes of intra unit damage in condominiums is water damage caused by toilets and washers. Additionally, dryers constitute one of the most common causes of household fires. The use of high efficiency washers, ventless dryers, and the environmentally conscious use of phosphate free detergents with low levels of surfactants will help in maintaining our septic system and the safety and security of all unit owners.

Before installation of any washers and/or dryers the Unit Owner must submit detailed plans to the Board consistent with, and meeting the requirements specified in the **Anchorage Condominium Association Policy Regarding Unit Owners Use of Common Areas**. Installation of washers and/or dryers must be done by licensed plumbers and electricians and must meet or exceed all applicable local and state plumbing and electrical codes.

Dryer vents may not be located in the common areas abutting the building facades and the sides of the East, West, North and South buildings which abut the common area courtyards. The North and East buildings are considered to each have two facades; the North building entrance on Pleasant Street as well as the entrance abutting the common area courtyard; and the East building entrance on School House Road as well as the entrance abutting the common area courtyard. Any approved, exposed duct vent shall be a white PVC or vinyl type.

Washing machine water and drainage connections must use existing plumbing chases. Washer drain size must meet code and must be vented as required by code. Hot and cold-water connections must be in a recessed box at the location of the appliance, and shut offs must be easily accessible and be of ball and cock type. Water supply lines must be high pressure, metal reinforced and changed every 5 years. Evidence of the supply line change every 5 years must be provided to the Association. Water supply lines must be shut off at all times when the washer is not in use. Additionally, washers must be placed in a properly sized drain pan connected to a drain pipe.

When a washing machine discharges water into the drain, the drained water contains dirt, lint and debris from the laundry. Over time that lint and dirt can combine to clog the draining system. Where possible and practicable a lint filter should be installed on the drain line. If this is not possible the washer drain line shall be inspected annually by a licensed plumber and proof of same furnished to the Condominium Association Board. Lint filters shall be installed on washer drain lines and should be regularly checked and cleaned. For the protection of the septic system all washing machines must be specified/certified to be high efficiency units utilizing no more than 13 - 17 gallons of water. Laundry detergents must be biodegradable and shall not contain phosphates, and have low levels of surfactants.

Washers and dryers must have available dedicated electrical outlets at the location of the appliance and on a circuit of appropriate amperage. These appliances cannot be connected via use of extension cords.

Dryers should never be left running unattended, absent a household presence.

It is strongly recommended that all dryers be ventless for ease of installation, maintenance and safety considerations.

Preexisting Washer/Dryer Conditions: Washing machines and dryers installed in first floor units prior to September 1, 2016 shall be exempted from compliance. Any future replacements or modifications of the preexisting washer/dryers in first floor units shall be subject to application, review and approval of the Board in accordance with this policy and the **Anchorage Condominium Association Policy Regarding Unit Owners Use of Common Areas.**

Washer/Dryers installed in a second-floor unit between September 1,2016 and the date of this policy (July 22, 2017) must be inspected and certified that the installation is in compliance with local code and this policy.

Additionally, dryer vents associated with these installations must be cleaned and/or inspected by the Association's dryer vent contractor at the time of the next scheduled cleaning at the unit owner's expense.

Window Replacement Guidelines and Policy

At a duly noticed and conducted meeting of the Board of Directors ("Directors") of the Anchorage Condominium Assoc., Inc ("Association") the Directors on October 19, 2019 did adopt and shall implement for the best interests of all unit owners the following guidelines, regulations and policy addressing the installation and replacement of unit windows. The Master Deed states Unit boundaries are as follows: The exterior surfaces of the glass and of the window frames but not the painting and maintenance of the exterior trim. The window frame is the framework that surrounds and supports the entire window system, comprised of the head, jamb and sill.

Today window frames and windows can be made from five different types of materials: Aluminum, fiberglass, vinyl, wood or a composite (aluminum and wood, vinyl and wood, and fiberglass and wood).

Window Replacement Options

There are three options for window replacement:

- 1. **Replacement of the window sash** and track (the channel that the sash runs up and down in). The existing frame must be dry and in good condition with no rot and with relatively square, parallel jambs.
- 2. **Replacement windows**. This is essentially installing a new window unit within the existing frame. This method reduces the size of the glass and the available opening typically by 2- 4 inches. The frame must be carefully checked for damage/rot to the frame, the sill and surrounding wall. The sill is the most vulnerable point of the frame. A deteriorated window sill can compromise the wall by providing an area for greater water infiltration.
- 3. **New construction windows**. This option replaces not only the window sash but the entire window frame. It requires the contractor to remove the interior trim and the exterior trim and materials around the window down to the studs. This provides the best opportunity for investigating any underlying problems, correcting damage and assuring proper installation. New construction windows are a good option if you think the studs and frame of the window should be replaced.

Policy

Board's Authority: Master Deed, the By-Laws of the Association, and the Rules and Regulations.

Required Notice: Any unit owner seeking to install new construction windows, replacement windows or replacement window sash must first make written application to the Anchorage Condo Association Board. Requests by individual unit owners must be submitted at least 30 days prior to the desired installation commencement date and must be submitted while the regular Board meetings are scheduled (usually May 1 through October 15).

Upon receipt of a request the Board shall direct that the existing window frames of the units to be replaced be examined by a Board designee to ascertain their condition. The frames must be carefully checked for damage to the frame, sill and surrounding wall areas.

Required actions and responsibilities of the unit owner:

- a. Unit owners must submit detailed plans and the specifications of the window units sought to be installed. Such plans and specifications must include the window and glass size dimensions as well as the proposal from a qualified, insured and licensed installer.
- b. Prior to Board consideration and decision, the unit owner or the installer must provide the Board evidence of the installers applicable license(s) and insurance.
- c. The unit owner or installer shall obtain all required permits.
- d. All installations shall be executed in a workman like fashion by professional installers and shall not compromise the buildings structural integrity. The unit owner is responsible for any and all costs associated with damage to any common area during installation and is responsible to return any common area affected to its original condition. If not possible to return the common area to original condition, the area must be returned to a condition that satisfies the Anchorage Board in its sole discretion,

If the new window installation requires removal and/ or damage to surrounding window trim and/or siding such shall be replaced by, and at the expense of, the installer and/ or unit owner. Window trim shall be replaced with PVC material of the same size and dimension as existing. Likewise, any siding damaged during window installation shall be replaced with and match the existing.

Window Specifications:

- a. Any windows being replaced must conform to the existing and have the same type, and number of simulated divided lights.
- b. The glass size/opening of windows being replaced cannot be reduced any greater than 3 and 1/4inches as measured from the jamb and head to the glass/light.
- c. Replacement sash, replacement windows and new construction windows may all be considered .

Board's Response:

- a. The Board will respond to all properly submitted requests as soon as practicable.
- b. The Board may request additional information as it deems necessary
- c. No decision will be issued, and no work shall commence, until the Board has received all required and requested documents.
- d. Requests may be approved as submitted, modified in whole or in part, or approved conditionally.
- e. Where the Board has determined that a unit's window is causing damage to the Associations common areas and/or to another unit the Board can direct the involved unit owner to replace the window unit. Upon such notice from the Board if the unit owner does

not initiate compliance within 30 days the Board may at its discretion undertake to replace the window and charge the unit owner.