

Belt' s Landing, A Condominium, Inc.

ABOUT THE RULES AND REGULATIONS

The Rules and Regulations apply to all residents, owners, tenants, and their guests and invitees.

These Rules and Regulations are adopted as supplements to, and not in lieu of, legally required provisions of the by-laws. In the event of any variance between these Rules and Regulations and the by-laws, the latter shall control. These Rules and Regulations are subject to change by the Board of Directors upon proper notice to the Council of Unit Owners. These Rules and Regulations are adopted under the provisions of the Annotated Code of Maryland, Real Property Article, §11-111.

The Board of Directors is required to exercise its authority under these Rules and Regulations in an equitable, uniform and non-discriminatory manner. Violations of these Rules and Regulations are subject to fines and/or sanctions which may be imposed on a Unit Owner.

Violations of these Rules and Regulations by a tenant or guest of a Unit Owner will be reported to the Unit Owner. The Unit Owner will be subject to fines and/or sanctions as a result of their guest's or tenant's violation of these Rules and Regulations.

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RULES AND REGULATIONS

The effective date of these Rules and Regulations is April 1, 1999.

AESTHETICS

Each window covering and each patio or balcony door covering, including draperies, curtains and shades, shall provide a white or off white exterior coloration and shall be maintained at the Unit Owner' s expense.

No signs (including, but not limited to, " For Sale" signs), notices, advertisements, posters, material, or illumination shall be inscribed or exposed on or at any window , door, or wall facing into the Common Areas, or displayed upon any General or Limited Common Element. Tasteful decorations will be permitted at the discretion of the Board of Directors.

ARCHITECTURAL CHANGES

No Unit Owner or resident shall make any structural addition, alteration, or improvement to his Unit or to any Common Element which he has the right to use, or any non-structural alteration, addition, improvement, or decoration to or of any Common Element, unless and until plans and specifications, dated and in duplicate, showing the nature, kind, shape, height, color, materials, location and approximate cost of such addition, alteration, improvement, or decoration shall have been submitted to and approved in writing by the Board of Directors, which shall have the right to refuse for good cause to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons, provided, however, that if the Board of Directors fails to deny said request within sixty (60) days after receipt of a complete set of plans and specifications, such request shall be deemed approved. The Unit Owner shall reimburse the Council of Unit Owners for any costs incurred because of the investigation into the planned alterations.

All Unit Owners must inform the Board of Directors, in writing, of any and all interior structural alterations to be made to their Unit. Should the Board of Directors deem the planned changes to be detrimental, the Board of Directors reserves the right to refuse the proposed alterations for good cause. The Unit Owner shall reimburse the Council of Unit Owners for any costs incurred because of the investigation into the planned alterations.

AUTHORIZED UNIT ENTRY

The Management will retain a passkey to each Unit and will be given a key to all new locks or altered locks by the Unit Owner.

The Council, acting through the Board of Directors, its officers, or any manager of the Condominium, and their duly authorized representatives, may enter any Unit whenever such entry is reasonably necessary in order (a) to install, inspect, maintain, repair or replace any other Common Elements to which access can reasonably be obtained only through such entry, or (b) to maintain, repair or replace any portion of such Unit if such maintenance, repair or replacement is necessary to prevent injury or damage to any other Unit or to the Common Elements.

Such right of entry shall be exercised only during the hours of 8:00 a.m. to 8:00 p.m., after reasonable notice is given to the occupant, **except in case of emergency.**

In non-emergency situations, the Unit Owner and Resident(s) will be notified in writing by first class mail within seven (7) days of an anticipated entry by the management whenever a Unit is to be entered for maintenance, stating who will be entering, the purpose thereof, date and expected time. In emergency situations, such notice will be mailed as soon as possible.

The manager, receptionist, security guard, or any other agent or employee of the Condominium or the management company will not open a door for anyone, including guests or service personnel, without the written instruction from the resident. In the event a resident has made arrangements for others to enter the Unit (relatives, workmen, domestics, etc.), the resident must first provide the front desk with written authorization, on a form provided by the front desk, which will include the name of the individual(s) being authorized to gain entry with a separate key in an envelope labeled with the authorized person's name. Upon arrival of the authorized individual, the receptionist will obtain the signature of the person for whom the envelope was left and compare the signature with appropriate identification before the envelope is given to the individual. When the authorized individual departs, the key will be left at the reception desk, logged into the journal and given back to the resident upon his return to the building. If, in the event an individual wishes to gain entry to the Unit and has not been properly authorized, he/she will not be given entry and will be turned away. This event will be logged into the front desk journal.

BALCONIES

In accordance with local ordinance, open flame cooking is not permitted on balconies. Balconies shall be kept tidy and neat and not used for storing furniture, bicycles, or other inappropriate items, or for hanging or draping of rugs, towels, etc. Rugs or other items shall not be shaken from the balconies. No decorative lighting, bird baths or bird feeders shall be permitted on balconies. Dirt or rubbish or other debris may not be

caused to fall from any balcony. No balcony shall be painted, covered by any awning, or otherwise structurally modified.

BICYCLES

The Association is not responsible for loss, damage, destruction or theft of bicycles. Bicycles may be taken in and out of the building only through garage entrances and service elevator entrance. Bicycles may be taken on the service elevator only. All bicycles in regular use should be parked in the garage only in bicycle racks provided. No bicycle(s) may be parked in the Parking Units. No bicycle(s) may be parked in front of the building. Bicycles may not be stored or kept on balconies.

COMMON AREAS

Smoking is prohibited in all indoor common areas. Smoking is also prohibited in the pool area, except for a designated smoking area.

The sidewalks, entrance passages, lobby, elevators, corridors, and stairways of the building shall not be obstructed or used for any other purpose than ingress to and egress from the Units of the building.

No article of personal property shall be placed or stored, either temporarily or permanently, in any Common Area, including but not limited to the lobby, hallways, elevators, stairways, garage, or any of the exterior landscaped areas.

No notice, sign, letter, advertisement, or any other written or printed communication shall be inscribed, exhibited or exposed on or at any window or other part of a Unit or the Common Elements without the prior written consent of the Board of Directors, with the exception of appropriate material posted on the community bulletin board in the Mail Room.

Children shall not be permitted to play in the halls, elevators or stairways.

No wires, cables or antennas of any kind shall be erected on the roof, exterior walls, or other Common Element of the building without the prior written consent of the Board of Directors. Any cables, wires or antennas erected in violation of this rule shall be subject to removal, at the owner's expense, by the Board of Directors, without notice to the owner or resident of the Unit. No portion of the Common Elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited.

The Common Elements shall be used only for the purposes for which same was installed and none of the Common Elements shall be loaded or taxed beyond the capacity for which it was designed.

Residents shall not in any way interfere with the lighting or heating apparatus in the halls, stairways or any other common areas.

COMMUNITY ROOM

The Community Room shall be available for the convenience and enjoyment of any resident.

Guests are permitted to use the room, so long as the resident whom they are visiting notifies the front desk in advance.

Children under the age of sixteen must be accompanied by an adult.

Improper operation or broken equipment shall be reported to the front desk.

Weights must not be banged or dropped.

Billiard and other equipment must be signed out and in at the front desk. The resident signing for billiard equipment assumes liability for loss or damage to the equipment.

All persons using the room do so at their own risk and responsibility. The Council and Management assume no responsibility for accident or injury in connection with the use of the Community Room.

Residents using the Community Room shall not make or permit to be made any noises that would unreasonably disturb or annoy any other residents.

The cooking of food is not permitted in the Community Room at any time. The use of warming dishes is acceptable.

Residents may reserve the Community Room, if available, for private functions, provided prior arrangements are made with the Front Desk.

COMPLAINTS

Complaints by Unit Owners or residents regarding the service of the building or violations of the Declaration, By-laws or Rules and Regulations shall be made in writing to the Board of Directors.

DISTURBANCES AND NOISES

Residents and guests shall refrain from causing excessive noise that might disturb other residents. No one shall make any undue noise in the common areas - including hallways and stairwells - or play or operate any stereo radio, television, or musical instrument in such a way as to interfere with the rights or reasonable comforts of other residents. Between the hours of 11:00 p.m. and 8:00 a.m. there should be special emphasis to maintain a quiet environment.

Except in the case of an emergency, contractors whose work may be noisy and disturbing to other residents will be permitted to work only Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

ELECTRICAL DEVICES AND PLUMBING FIXTURES

All electrical devices and plumbing fixtures used within a Unit shall fully comply with all requirements and recommendations of the Board of Fire Underwriters and appropriate public authorities.

ELEVATORS, MOVING AND DELIVERIES

The hours during which moving is permitted are 8:30 a.m. and 5:00 p.m. Monday through Friday. Moving on Saturdays and/or Sundays, as well as holidays, is strictly prohibited in the Fell Street Building. Partial moving, as well as moving by a roommate or other person, is subject to these Rules and Regulations.

Residents must schedule use of the service elevator for moving. A security deposit of \$200.00 is to be tendered to the Management Company as a deposit against any damage upon reserving the service elevator. Costs which exceed \$200.00 will be billed to the Unit Owner. Moving must be scheduled in advance with the Front Desk, regardless of whether the service elevator is used.

All deliveries requiring the use of the service elevator must be scheduled by residents during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. and 12:00 noon Saturday. Sunday deliveries are prohibited. If deliveries cannot be made during these times, special arrangements shall be made with the Front Desk in advance.

Protective padding must be used in the service elevator for all moving and deliveries.

Unit Owners or residents are liable for any damage, including, but not limited to the building, elevators, grounds and landscaping, caused by their moving or delivery.

In accordance with Fire and Safety Regulations, there shall be no smoking in elevators.

Children shall not be permitted to play in the elevators.

EXTERMINATOR

Please contact the front desk should you need an exterminator. Any Unit with an infestation problem not reported will be entered by the management company with an exterminator, after proper notification. The Unit Owner and/or resident will then be responsible for any damage and/or charges.

FINES AND SANCTIONS

The Board of Directors, at its discretion, may, insofar as permitted by applicable statute, impose a sanction and/or assess a fine against a Unit Owner, not to exceed \$300.00, for any violation of these Rules and Regulations or the Declaration or by-laws by a Unit Owner, his or her guest(s), renter(s), or resident(s) of his or her Unit. The Board of Directors may assess against a Unit Owner the cost of any damages caused by Unit Owners, their guests, renters, or residents of their Units to the common areas.

Any penalty shall be levied in accordance with all procedures required by applicable statute or ordinance. In the event that a fine is levied in connection with a continuing violation of the Rules and Regulations, the Board of Directors may, at its discretion, levy an additional fine, not to exceed \$300.00, for each fifteen (15) days the violation remains uncorrected.

In order to impose a fine or sanction the Board of Directors must comply with the following procedures:

1. The Board of Directors must issue a written cease and desist notice, specifying the alleged violation and the action required to abate the violation.
 - a. In the case of a continuing violation, the Board of Directors must also set a date by which the violation must be abated. This date may be no less than ten (10) days from the date of notice.

- b. For other violations, the notice must state that any further violation of the same Rule may result in the imposition of a fine or sanction.
2. If within a twelve (12) month period, the same Rule is subsequently violated, the Board must schedule a hearing on the alleged violation. The Board of Directors must deliver a second notice specifying the alleged violation, the time and place of a hearing (which may not be less than ten (10) days from the date of the notice), an invitation to present evidence and make a statement, and the proposed sanction.
3. At the hearing, the alleged violator may present evidence and witnesses and may cross-examine Board of Director' s witnesses. The hearing must be held in executive session. The minutes of the meeting must contain a statement of the result and sanction imposed, if any.
4. The Board' s decision under the Fines and Sanctions Rule is appealable to the Courts.
5. Notices required under this Rule shall be sent by first-class mail to the Unit Owner' s current address as listed in the Condominium records.

Or, within ten (10) days from the date of the notice of the alleged violation, the alleged violator(s) may elect, by giving written notice to the Board of Directors, to have the dispute resolved pursuant to the binding arbitration program offered by the Maryland Attorney General' s Office.

Any Unit Owner who fails to comply with the Declaration, By-law s or a decision under the Fines and Sanctions Rule may be sued by the Council of Unit Owners or by any individual Unit Owner in a Court of law .

FLOORS

Each Unit Ow ner shall carpet at least 75% of the floor area comprising any Residential or Commercial Unit (exclusive of kitchen, bathrooms and entrance foyer) with carpeting material meeting all applicable fire code provisions and regulations so that neighbors in below or adjacent Units will not be disturbed. This Rule does not apply to tow nhome or pier residence Units.

GROCERY CARTS

The grocery carts are maintained in the garage area for the convenience of all residents of the Condominium. Users should be considerate of other residents and promptly return carts to the cart storage area in the garage. Carts shall not be left in the hallways or elevators, nor kept in a Unit overnight.

LIABILITY

Unit owner shall be liable for any damages to the shrubs, lawns, carpets, elevators, community room equipment or other Common Areas that they, their lessees, guests, residents, or pets of their Units cause, and for any violations of these Rules and Regulations for which they, their guests, or residents of their Units are responsible.

All property (including vehicles, keys, and all other items) left by or for a resident with the manager or employee of the Council will be received by such manager or employee as agent of the resident and not of the Council. The Council assumes no responsibility and is to be subject to no liability for any damage or loss of same or loss resulting from misuse or misappropriation of same. Council reserves the right to instruct its employees to refuse acceptance of any article at any time.

NEWSPAPERS

Newspaper deliveries to the public corridors are allowed. They must be retrieved from the hallways within 24 hours. Newspapers left in the hallways for more than 24 hours will be collected and held at the reception desk for a reasonable time, but not less than 24 hours. Proper arrangements must be made with the reception staff for newspapers to be held for more than one day. If prior request has not been made, they will be disposed of without recompense.

NON-OWNER RESIDENTS AND TENANTS

All non-owner residents and tenants must be registered by the Unit Owner(s) of record with the Management Agent.

The occupancy of a Unit by a person other than a Unit Owner, or his or her immediate family, without the presence of the Unit Owner for one year or longer shall be subject to a written lease, the form of which must be approved by the Board of directors, and a copy of which lease shall be submitted by the Unit Owner to the Management Agent, either prior to, or at the time such tenant(s) occupies the Unit. The management agent is required to keep a copy of a current lease at all times. Any such lease shall provide that the lessee(s) agree to abide by these Rules and Regulations, and agree to be subject to any penalties imposed by the Board of Directors, pursuant to these Rules and Regulations, when the lessee is in violation. All lessees must

obtain a copy of these Rules and Regulations and the by-laws from the Management Agent.

No Unit Owner shall lease a Unit for transient or hotel purposes or for any period which is less than one year in duration or shall lease less than its entire unit for any purpose.

No more than six (6) persons shall occupy a three bedroom Unit, no more than four (4) persons shall occupy a two bedroom Unit and no more than two (2) persons shall occupy a one bedroom Unit.

No sublease of a Unit is permitted.

PARKING

Private Parking Units owned by a Residential Unit Owner must be subject to, and leased appurtenant to and with, any lease of such Residential Unit.

All Unit Owners, residents and guests must register vehicles to be parked in the garage with the front desk. Residents must register their vehicles no later than seven (7) days after taking occupancy of their Unit. Residents parking a temporary substitute vehicle in the garage must obtain a temporary permit from the Front Desk or the vehicle will be towed.

All vehicles parked in the garage must display a valid Belt' s Landing parking sticker or the vehicle will be towed.

Parking in the garage is limited to two (2) vehicles per Residential Unit, regardless of whether any Parking Unit(s) is/are privately owned.

Individually owned Parking Units (i.e. privately owned Parking Units) may be leased or rented to Unit Owners or tenants of Belt' s Landing, A Condominium, Inc. or Belt' s Wharf Landing Yacht Club for their use only.

Residential Unit Owners or tenants with individually owned Parking Units must park in such individually owned Parking Unit(s).

Any unauthorized vehicle parked in a reserved parking space is subject to towing by the Owner or Tenant of such reserved parking space.

Any unauthorized vehicle, or vehicle in violation of these Parking Rules and Regulations, will be towed.

Any vehicle parked in the courtyard on the north side of the building off of Fell Alley for more than thirty (30) minutes, for purposes other than loading or unloading, will be towed.

Vehicles must be parked within the confines of the line markers and not encroach on any part of another space or the vehicle will be towed.

All vehicles parked in the garage must be in a designated parking space or the vehicle will be towed.

Directional arrows painted on the floors of the garage must be followed.

All vehicles parked in the garage must bear current registration and be in operable condition.

No trailers, boats, or boat trailers may be parked in the garage, nor may any personal property, other than registered motor vehicles, be stored in the common areas of the garage or any parking unit.

No repairs or maintenance of any vehicle, other than those of an emergency nature which cannot reasonably be performed elsewhere, may be performed in the garage.

All costs involved in towing a vehicle are the responsibility of the vehicle's owner.

Guest parking is permitted in the garage, if adequate parking spaces are available. The Resident requesting his or her guest(s) to be allowed to park in the garage must personally make arrangements with the Front Desk. The Guest must register his or her vehicle with the Front Desk, or the vehicle will be towed. Guest parking may not be permitted on holidays, subject to the discretion of the Board of Directors.

PERSONAL PROPERTY

All personal property placed in any portion of the building shall be at the sole risk of the owner. The building shall in no way be liable for loss, destruction, damage or theft of such personal property.

PETS

Two (2) or fewer dogs, and two (2) or fewer cats, and one or more bird or fish, each may be kept within a Unit; such animal(s) shall not be kept, bred or maintained therein for any commercial purpose.

Pets shall not be permitted in the lobby, hallways, or other Common Elements of the Condominium unless accompanied by an adult and unless they are carried or controlled by a leash, or otherwise.

Pets are not permitted in the courtyards or pool area.

Owners shall exercise proper care and control of their animals to prevent them from becoming a public nuisance. A Baltimore City ordinance requires that all dogs be controlled by a leash, or otherwise. All pets shall be carried, or controlled by a leash, or otherwise at all times while on the Condominium property, including entering and leaving the building.

Any Unit Owner or resident who keeps or maintains a pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Council, each of the other Unit Owners and management free and harmless from any loss, claim or liability of any kind arising by reason of keeping or maintaining such a pet within the Condominium.

All pets shall be registered with the Front Desk and shall otherwise be licensed and inoculated as required by law. All owners or tenants now in possession of an animal shall register with the management the kind, breed, name and age of said animal in writing.

The pet owner will be held responsible for all costs resulting from damage by his or her pet(s) to Common Areas, including but not limited to refurbishing or replacement of floors or carpets in the elevators or lobby and/or replacement of plants in the gardens.

A Unit Owner's privilege to keep a pet can be revoked by the Board of Director's if the Board should declare such a pet a nuisance. In determining whether a pet is a nuisance, the Board will consider, among other factors, the pet's behavior and the pet owner's failure to clean up after the pet.

In addition to the foregoing pet rules of the Condominium, Unit Owners and residents should be aware of a Baltimore City ordinance which holds animal owners responsible for the removal of excrement deposited by their animals on common areas outside the Condominium, including public walks, recreation areas and private property. This ordinance requires thorough removal of excrement to prevent odors, bacterial growth and rodents.

Residents must comply with any laws and/or ordinances regarding pets.

PROHIBITED ACTIVITIES

No resident of the Condominium shall send any employee of the Condominium out of the building on any private business during employee's scheduled working hours. All residents shall refrain from any act or use of the Unit or Common Areas which could reasonably cause danger, embarrassment, discomfort, annoyance, or nuisance to other residents or to the staff, or which could result in the cancellation of insurance.

No Unit shall be used for storage of any dangerous substance that would increase risk or hazard to the building or might increase the insurance premium for the building.

No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done upon the property which may be or become a violation of any health, fire, police, or other governmental law, rule, regulation, or ordinance, or a nuisance or annoyance to the Unit Owners or neighborhood.

No offensive odor shall be permitted to emanate from any Unit, and nothing shall be done so as to render any Unit or portion thereof unsanitary, unsightly, unreasonably offensive, or detrimental or a nuisance to any other owner or resident.

No Unit shall be devoted to any use other than as a residence, or shall be devoted to a use which is a principal use (as that term is used in the provision of the Zoning Ordinance of Baltimore City), other than that of a single family dwelling (as that term is defined by the provisions of such ordinance), or shall constitute more than one dwelling, or shall be used as a residence at any one time by more than one family or shall be used in any manner not permitted by applicable zoning and other laws and regulations.

STORAGE LOCKERS AND STORAGE ROOMS

The ownership or usage of any storage locker or storage room must be appurtenant to a Residential Unit. No storage locker or storage room shall be sold, leased, or used by anyone other than a Belt' s Landing, A Condominium, Inc. Residential Unit Owner who resides in the Unit or his or her lessee who resides in the Unit. Ownership or use of any storage room or storage locker by any person or entity other than a resident of the Condominium is strictly prohibited.

Residents shall maintain any storage locker assigned to them in a neat, orderly and sanitary manner and shall not store therein any dangerous, flammable or noxious material, and will remove any article deemed inappropriate by the Board or manager immediately upon written notice from same.

SWIMMING POOL

The pool is open from Memorial day through Labor Day for the use of residents and guests of the Fell Street building and the pier townhouses.

No person shall be within the pool area at any time unless a lifeguard is on duty. Pool hours are subject to contract and will be posted.

All residents and guests must register upon entering the pool area.

Residents are requested to limit guests to two persons per Unit.

Residents are responsible for their guests at all times and must accompany them while they are using the pool area, unless prior arrangements have been made with the front desk.

Children under 12 years of age must be accompanied by an adult at all times.

Play pens are not allowed in the pool area. Babies are not permitted in the pool unless potty trained.

Persons having communicable diseases or skin infections are not permitted to use the pool.

Diving, pushing, dunking in the water, ball throwing, and rough play are prohibited. Positively no running.

The Association will not be responsible for any accident or injury arising from the use of the pool facilities. All injuries must be reported to the front desk and the lifeguard.

Balls, inner tubes, large surf mats are allowed only at the discretion of the lifeguard on duty. Wood, metal or hard plastic toys are not permitted in the pool area.

No glassware of any kind shall be used in the pool area. Use plastic containers for beverages, suntan lotions, cosmetics, etc.

No person shall litter the pool area and trash must be disposed of in the containers provided.

Chairs may not be reserved. A person using a chair may hold that chair for no more than twenty (20) minutes by placing a personal possession on it.

All instructions of the building management and/or lifeguard must be followed.

The building management and/or lifeguard have complete charge at all times and have full authority to order out of the pool area anyone not complying with the Rules or creating a disturbance.

Portable radios and TV' s may be used only with a headset or played at a volume so as not to disturb others.

Telephone at the pool is for official lifeguard use, and is to be used only by the lifeguard in case of emergency.

TRASH

Trash chutes are maintained on each floor and residents must deposit trash tied in plastic bags in these chutes.

Recycling is required. Newspapers, glass, plastic and aluminum must be placed in the appropriate area of the trash room.

Oversized cartons shall be stacked neatly in designated areas in the trash room.

Garbage shall be disposed of in the garbage disposal provided in each Unit.

Because of the risk of damage to the trash compacting system, fabric of any kind, small appliances, broom or mop handles, wire of any kind, including clothes hangers, wood, and any construction material shall not be deposited in the trash chute. Such items shall be placed in plastic bags separate from other trash and left adjacent to the trash chute for disposal by housekeeping staff.

Residents shall instruct their domestic employees as to the proper disposal of all trash and garbage.

VACANT UNITS

At such times as a Unit shall become vacant and available for rent or sale, the Board of Directors may inspect said Unit to insure that basic sanitary, safety and security conditions have been observed. Written notice will be mailed by first class mail to the Unit Owner within seven (7) days of such anticipated entry.