

MORNINGSIDE COMMONS RULES & REGULATIONS

November 15, 2025

Purpose

The Rules and Regulations are designed to protect the investment of Owners and promote harmonious and respectful living conditions for all residents.

Behavior

All Morningside residents (Owners and Tenants) shall observe and comply with all applicable federal, State and local laws, ordinances and regulations (including zoning). No nuisance, improper, offensive or unlawful use shall be made of the Condominium or any unit or part thereof, including use of illegal drugs. No occupant of any unit shall make or allow to be made loud or disturbing noises or play or allow to be played any musical instrument, music, radio or television in the unit that disturbs or annoys the occupants of neighboring units. This includes noise made by animals, such as excessive barking of dogs.

Neighbors are encouraged to resolve conflicts by direct communication between the parties. In the event a situation appears threatening or otherwise dangerous, law enforcement should be contacted.

Owners, Tenants or Guests shall not criticize, direct, supervise or in any manner attempt to assert control over or otherwise engage with any contractors or agents of the Association (excluding the Property Manager) in the performance of their work or duties. Any such behavior shall be subject to a fine per violation in the amount shown in the Schedule of Fines.

No solicitation of any sort is permitted on Morningside property, with the exception of political campaigning.

Buildings/Units

Each Unit Owner and Tenant, if any, shall maintain their units in good condition and repair and in a clean and sanitary manner. No Unit shall be maintained in such condition that it violates these Rules and Regulations or the Town of Brattleboro Code of Ordinances or that, in the judgment of the Board of Directors (hereinafter referred to as "the Board"), it constitutes an eyesore, devalues neighboring units, or threatens the health or safety of a neighbor. All rubbish, garbage, food scraps, sewage and feces shall be properly contained and disposed of. Nothing shall be disposed of in toilets except human waste and toilet paper.

No Owner or Tenant shall make any modification, addition, replacement or other permanent change (including painting or staining) to the exterior of the Unit (including windows, doors, storm doors, heat pumps and radon mitigation systems) or to the Limited Common Areas (including patios, decks, privacy fences and attics) without first obtaining the approval of the Board. A Town zoning permit may also be required. No new garden shall be created and no existing garden shall be enlarged or otherwise modified without prior approval of the Landscaping Committee.

Except for situations existing as of January 1, 2024, the primary heating system, oven/range and clothes dryer in each Unit shall be propane gas fueled. None of these shall be

disconnected from its propane gas supply without the prior approval of the Board, and the Association may remove electric installations in violation of this rule. Self-contained heat pump washer/dryer combination units may be allowed with the prior consent of the Board.

Wiring or equipment of any kind which protrudes through the walls or roof of any unit or building or is otherwise visible on the outside of a unit or building is allowed only with the prior written approval of the Board. Television antennas are prohibited. Satellite dishes may be installed only with the prior written approval of the Board. Approved satellite dishes in Phase 1 may only be installed on the building chimney where the Unit is located. Upon approval of a satellite dish, a \$250 removal deposit shall be paid to the Association.

Each Unit Owner shall provide to the Property Manager and keep up to date a listing of occupants including the number and names of all adults, the number of children, the number and type of pets (including rabies inoculation information for outdoor cats), the number and model of vehicles (not to exceed two) including license plate numbers, contact information including telephone number and email address, and emergency contact information.

Without the prior approval of the Board, units shall be occupied by no more than four persons.

Permanently installed air conditioners are allowed only with the prior written approval of the Board. In Phase 1, window air conditioners are allowed on both floors between April 15 and October 31 of each year. Window air conditioners are not allowed in Phases 2-5, except between April 15 and October 31 of each year in the back of units where double-hung windows have been installed.

Windows and sliders shall be kept neat and attractive, so as not to create an eyesore; cardboard, newspaper, and torn or otherwise damaged curtains or blinds visible from the outside are not allowed. Except as permitted with respect to holidays, window decorations are prohibited.

All exterior doors (excluding rear sliders) shall have storm doors.

No items shall be stored in the exterior utility rooms.

Awnings are prohibited.

Use of garbage disposals is discouraged, as they tend to clog drains.

All trash and garbage must be disposed of in the dumpsters and compost containers provided by the Association. All food items must be disposed of in the compost containers. No trash, garbage or compost shall be left outside of a unit, either in front or in back.

Recyclable items (bottles, cans, cardboard, etc.) must be disposed of in the recycling bins provided. Cardboard boxes must be broken down and cut up so that they fit within the bins. A list of recyclable and compostable items is attached.

“For Rent” and “For Sale” signs and any other signs, advertising or notices may only be posted on the bulletin boards at the mailbox kiosks. Yard or garage sales may be held only with the prior written approval of the Board, and advertising or other notices of such sales shall only be posted, after approval, on the bulletin boards at the kiosks.

Each unit may have one outside decoration on the front door and one outside decoration on a wall immediately adjacent to the front door.

One decorative ground flag not exceeding three (3) feet in height is permitted in a garden or mulched area, if any, directly in front of or behind a unit. Other flags up to 3' x 2' may be displayed on a privacy fence, provided that no such flag shall project above the height of the privacy fence or shall project over Common Areas beyond the patio, deck or privacy fence. Flagpoles are prohibited.

Holiday decorations, including lights, are permitted outside units for two weeks before and one week after a holiday. Flashing lights are not allowed. Lights must be turned off no later than 10:00 p.m. Lights may not be hung from trees. Except for such holiday lighting and for ground lights (see below), decorative lighting is not permitted. Christmas and Hanukkah decorations are allowed from December 1 through January 31. Followers of other religions may display holiday decorations for their major holidays for a comparable period. Christmas trees shall be disposed of by unit owners at the owners' expense and shall not be put into dumpsters or left by the dumpsters or on Common Land. Fake spider webs are not allowed.

Small decorative or ornamental items, and shepherd hooks and small trellises (with or without bird feeders, bird houses and/or plants) are permitted in a garden or mulched area, if any, directly in front of or behind a unit, provided that the total number of ground flags, decorative/ornamental items, and shepherd hooks/trellises in garden or mulched areas shall not exceed four (4) per unit. Such items must be maintained in good condition. Plastic flowers and plastic pinwheels are not allowed.

Flags and decorative or ornamental items must (1) not include any political or social statements/judgments (national, state and military service flags are permitted); (2) not devalue Morningside property as a whole; (3) not cause dissension or division between neighbors; and (4) not interfere with lawn care or the ability of owners or workers to move about in Common Areas.

Ground lights are permitted along the walkway to a unit, in or along the edge of gardens and along the edge of patios or decks. Any such lighting must be solar powered.

Patio stones are permitted within and not beyond (6) feet of patio or deck.

Potted plants or flowers may be placed on or next to entryways.

One small, attractive bench or two chairs may be placed along the front wall of a unit, next to the building and below the primary windows. A chair may be placed next to the entryway to the unit, provided that it does not interfere with access to another unit or infringe upon a neighbor's privacy. In Phases 4 and 5, chairs may be placed in the covered entryway to each unit.

Common Areas/Limited Common Areas

Limited Commons Areas consist of entryways and attics (all Phases), patios, decks, privacy fences and carports (Phases 2-5), and assigned parking spaces (Phase 1). All other areas, excluding the Unit itself, are Common Areas. No use of Common Areas is permitted except as provided in these Rules.

Except as otherwise provided in these Rules, bicycles, tires, lawn furniture, toys, garden tools, planters, boxes, packages and other objects may not be placed, kept or stored in or on walkways, lawns, parking spaces, against the building, or in other Common Areas.

In Phase 1, Common Areas directly in front of a unit, and in Phases 2-5, Common Areas directly behind a unit, may be used for reasonable residential purposes, provided they do not interfere with landscaping work or disturb the peace of the Unit Owners on either side. Wooden or other floor decking and rugs are not allowed in Commons Areas. Any lawn furniture, tables, toys or other items placed on Common Areas for such use must be removed at the end of each day's use. In Phase 1, lawn furniture must be stored as close as possible to the front wall or side wall, if any, of the Unit, except where the Unit Owner has a storage bin which will accommodate them.

Anyone using Common Areas (including the swimming pool and tennis courts) must leave them in the same or better condition than before such use. Any use of Common Areas shall be in a manner which respects the rights of other Unit Owners and their guests, if any.

Nothing shall be kept or stored on Limited Common Areas which would be an eyesore or disturb the peace of the neighbors on either side of the Unit and/or make it difficult for landscapers and other contracted service providers to do their jobs. Tires, furniture not in use, cardboard boxes, plastic bins, and other unattractive items shall not be kept or stored in, on or next to entryways, patios, and decks.

No overnight sleeping is allowed in vehicles, carports, parking lots, or otherwise outside on Common Areas.

Skateboarding, roller skating, rollerblading or scooter riding is NOT permitted in parking lots, in carports, or on grass/lawn areas.

Outside feeding and watering of domestic and wild animals is NOT permitted. Bird feeders are permitted between October 1st and April 1st. Bird bath and thistle feeders are permitted year-round.

Unit Owners and Tenants may plant flowers not more than four (4) feet in height in garden areas and, with the prior approval of the Board, around the base of lamp posts or trees, and in shrubbery near the front or rear of the Unit. No decorations other than natural flowers shall be hung from any lamp post. Any damage to lamp posts or the wiring within or beneath them caused by the plantings is the responsibility of the Unit Owner. Garden tools and equipment shall be removed from Common Areas when not in use and shall not be kept or stored on or next to entryways, patios and decks.

Planters, potted plants, shepherd hooks and small trellises are permitted in Common Areas along the edges of patios and decks. Flowerpots not in use shall not be stored on patios or decks.

Gas grills are permitted for use on patios, decks, and on Common Areas directly in front of (Phase 1) or directly behind (Phases 2-5) a Unit. All grills must be at least ten (10) feet away from buildings while in use and must be completely cooled before being stored. In Phases 2-5, grills shall be stored next to the building behind or along the side of units or on or within six (6) feet of patios and decks; in Phase 1, grills shall be stored next to the building in front or along the side of units. From November 1 through April 30, grills must be covered when not in use, with a cover designed for such purpose. Grills must be stored in a manner that does not

impede lawn care or other residents' use of Common Areas. Any damage to buildings or other Morningside property caused by the improper use of grills will be billed to the Unit Owner.

Charcoal grills are allowed, subject to the following requirements: (1) no lighter fluid allowed; (2) the charcoal must be burned to ash; and (3) the ashes, when cooled, must be disposed of in the compost bins. Charcoal grills must meet same setback requirements as gas grills. Charcoal grills are not allowed on wooden decks.

Wood fire pits and other outdoor wood burning devices such as fire bowls, chimineas, and similar devices are prohibited.

Carpports

Carpports shall be kept neat, orderly and safe. Except as otherwise provided herein, nothing should be kept or stored in them except vehicles, bicycles and large ride-on toys. For example, furniture, appliances, cardboard boxes, plastic tubs, trash bins, tools and equipment, air conditioners, and building materials and supplies are not allowed. Up to four (4) tires may be stored in a carport but only if fully enclosed in a single bag or cover made for such purpose or, in Phase 4 only, if unobservable from outside the carport. Up to four tires may also be stored on top of storage sheds but only if fully enclosed in bags or covers made for such purpose (no plastic trash bags). Canoes, kayaks and other watercraft may be stored off the paved floor in each carport. Storage use of a carport shall at all times allow a car or other vehicle to park without protruding from the carport.

In Phase 1, bicycles shall be kept in the bicycle racks provided by the Association.

Parking

All residents at Morningside Commons must have a parking permit affixed to their vehicles at all times while parked on site. One parking space in Phase 1 is designated and assigned to each Unit for the exclusive use of the Unit Owners or Tenants, if any. All other uncovered parking is available to residents and guests on a first come-first served basis.

No parking is permitted in designated fire lanes along curbs or on grass/lawns.

No more than two (2) vehicles (including motorcycles) per unit are allowed, except with permission from the Board of Directors. No service, repairs or other maintenance shall be performed on vehicles in the Common or Limited Common Areas, including carports and parking areas. No vehicle may be left in a dismantled state overnight.

Except as otherwise provided herein, oversized vehicles, campers, trailers, boats, snowmobiles and all-terrain vehicles must be parked in a carport. Campers may be parked in a parking space a maximum of 72 hours. Non-driveable camping and other trailers may be parked from April 1 to November 30 in parking spaces away from the buildings in Phase 1 by a Phase 1 resident without a second vehicle, so long as the trailer does not exceed any of the following dimensions: length, 15 feet, width, 6 feet, height, 6 feet.

Motorcycles may be parked in a parking space during the warmer months but, except in Phase 1, must be stored in a carport during the winter. Any vehicle, boat, camper or other item parked in a carport must fit in the carport, and no part of it shall protrude from the carport.

No unregistered, uninspected or inoperable vehicles are allowed to remain in carports or in parking lots or other Common Areas.

Snow Removal

It is critical that vehicles be moved from parking spaces (other than carports) and parking areas so as not to interfere with snow plowing (see Guidelines below). Vehicles not moved may be towed at the owner's expense, without warning. Alternatively, the owner of a vehicle not properly moved will be held responsible for any additional costs incurred by the Association as a result. Any resident who will be away for a period when snow plowing may occur shall (1) leave a key with a neighbor who will move the vehicle, or (2) with notice to the Property Manager, leave the vehicle in a parking area near the tennis courts/swimming pool, parked at or near the end of these overflow parking areas.

Guidelines:

1. If snow begins falling during daytime hours, residents who are in their units during the day should move their cars to their carports or to the overflow parking areas. Residents who return home at the end of the workday should immediately move their cars to the overflow parking areas.
2. If snow is predicted to fall at night, residents should move their cars to their carports or to the overflow parking areas by 8:00 p.m.
3. If snow continues to fall past 8:00 a.m. the following morning, residents should leave their cars in their carports or in the overflow parking spaces.
4. Once snowfall has stopped, residents should move their cars back to regular parking spaces as soon as possible. Vehicles should not be left in the overflow parking areas, because those areas must also be cleared.

Smoking

Outdoor smoking, including cigarettes, cigars, vaping and use of other tobacco products, and marijuana and other cannabis products, is prohibited within twenty-five (25) feet of any residential building. Outdoor smoking includes smoking on entryways, patios, decks and balconies.

Pets

Only typical household pets may be kept on Morningside property, and no livestock or farm-type animals are allowed. No more than two common pets (defined to mean dogs and/or cats) which may be taken or allowed outside are permitted per unit, and all dogs and cats must be registered with the Association. Dogs and cats must be leashed when taken outside the unit, and leashes shall not be longer than ten feet. Dog walkers must remove all excrement left by their dogs. Dog owners must control their dogs at all times and are asked to keep dogs off front lawns and out of gardens.

Dogs may not be tied outside a unit.

As of the date of these Rules & Regulations, no cats shall be allowed outside a unit except on a leash. Exception: Residents who as of May 20, 2020, allowed their cats outside their units without a leash may continue to do so, provided that such cats wear an owner's identification tag (including unit number) and, from April 1 until October 1, a bird protective collar or collar cover, such as the Birdsafe Cat Collar Cover.

Any pet without owner identification found wandering in Common Areas may be removed to the Humane Society.

Swimming Pool

1. The pool is available for considerate use by Morningside residents (Owners and Tenants) and a limited number of guests, when space is available. No household may have more than two (2) guests or more than four (4) total users at any one time. At least one resident in each party must have and display a green pool wristband.
2. Bathing suits must be worn in the pool.
3. Everything brought into the pool area shall be removed.
4. Children under 14 years of age must be accompanied and supervised by an adult resident 18 years of age or older.
5. Children in diapers (including swim diapers) are not permitted in the pool.
6. Running, jumping, diving, pushing or horseplay are not permitted.
7. Loud music, unnecessary noise, and foul language are not permitted in the pool area.
8. Large rafts or large floating toys are not allowed in the pool, and floating devices of any size are prohibited when the pool is crowded.
9. Glass containers are not permitted in the pool area.
10. Alcoholic beverages are not allowed in the pool area.
11. Smoking is not permitted in the pool area or within 25 feet of the pool fences.
12. Pets are not permitted in the pool area.
13. Pool hours are from 8:00 a.m. to 8:00 p.m.

Tennis/Pickleball Courts

1. The tennis and pickleball courts are available for considerate use by Unit Owners and Tenants of Morningside Commons and a limited number of guests. No family may have more than two (2) guests at any one time. All guests must be accompanied by an adult resident and may use the court only when space is available. At least one resident using the court must have and display a green pool wristband.
2. Children under 14 years of age must be accompanied and supervised by an adult resident over 18 years of age.
3. Skateboards, roller skates, rollerblades, bicycles, and other wheeled devices are not permitted on the court surface.
4. Only tennis/pickleball shoes and running shoes are permitted on the court surface.
5. Glass containers are not permitted in the court area.
6. Alcoholic beverages are not permitted in the court area.
7. Smoking is not permitted in the tennis court area or within 25 feet of the tennis court perimeter.
8. Loud music, unnecessary noise, and foul language are not permitted in the court area.
9. Play time is limited to one (1) hour when others are waiting to play.
10. Court hours are 9:00 a.m. to 6:30 p.m. on Monday, Wednesday, Friday and Saturday and 9:00 a.m. to 12:00 noon on Sunday.

Basketball Court

The basketball court may only be used between the hours of 8:00 a.m. and 8:00 p.m.

Hunting/trapping

Hunting and trapping are prohibited except by the Property Manager.

Clotheslines

No clothing, towels or laundry may be hung from windows, fences or railings of any unit or spread on the grass in any Common Area, and no clothesline may be installed without the prior approval of the Board. In Phases 2, 3, 4 and 5, free-standing clothes racks may be used for air drying of laundry with the following restrictions: (1) clothes racks may only be used in the back of units, on the patio, deck or immediately adjacent area, and must not interfere with grounds maintenance or maintenance equipment; (2) racks may not be left out during the day if not being used to air-dry laundry; (3) racks may not be left out overnight with or without laundry; and (4) racks may not be mounted or attached to the vinyl siding of any building. In Phase 1, drying racks may be used in front of the units, subject to restrictions (2), (3) and (4) above.

Composters

Individual composters are not allowed.

Rentals

Owners who rent their units must supply their Tenants with a copy of the current Rules and Regulations and must receive from each Tenant (1) a signed agreement to abide by the Rules and Regulations, and (2) a listing of occupants including the number and names of all adults, the number of children, the number and type of pets, the number and model of vehicles (not to exceed two) including license plate numbers, contact information including telephone number and email address, and emergency contact information. Owners must supply these documents to the Property Manager within 15 days of renting a unit or be subject to a fine or fines until they comply (see section on Enforcement).

Rental units must be maintained in accordance with any and all Vermont Department of Health rental regulations.

No Unit Owner may lease less than the entire unit, nor may a unit be leased for a period of less than 30 days. Any lease agreement for a unit shall be in writing and shall provide that the terms of the lease are subject to the Declaration, Bylaws, and rules and regulations, and that any noncompliance therewith by the lessee shall constitute a default under the lease.

Vacant Units

If any unit is expected to be vacant for 10 or more consecutive days, the Unit Owner or Tenant shall notify and provide a key to the unit to the Property Manager. Alternatively, the Unit Owner or Tenant may give a key to the unit to a neighbor or other Morningside resident, provided that the Property Manager has emergency contact for such neighbor or other resident. The Unit Owner or Tenant shall shut off the water supply to the washing machine and dishwasher and to all sinks and toilets, and have someone inspect the unit at least once per week. From November through March, the thermostat shall be set to a minimum of 55 degrees Fahrenheit. These items must be completed before the unit is vacated to provide maximum protection against loss or damage.

Lockouts

Residents should be aware that the Property Manager does not have keys to the units and that the Fire Department no longer comes to open doors except in case of emergency. Residents

are encouraged to give a key to a neighbor or install a lockbox on the door handle. The Property Manager will charge a fee of \$50 to open a unit via an unlocked second floor window.

Risk Management

All Unit Owners and Tenants shall comply with risk management and loss prevention measures adopted by the Board, such as the use of water screamers and fire extinguishers.

Insurance and Property Damage Claims

All property damage claims are subject to Section 18 of the Declaration, which provides in part that owners are responsible for the cost of repairs to their units to the extent that insurance proceeds under the Master Policy are insufficient. Owners are advised to procure their own insurance coverage adequate to pay the deductible amount under the Association's Master Policy, which is \$10,000. Owners should contact their insurance company or broker and make sure that their policy reflects that the Association carries ALL-IN insurance and includes Loss Assessment Coverage of at least \$10,000 to pay for the amount of the Association's deductible, if possible, should there be an insurance claim for damage to their unit.

Payment of Dues & Fees

Monthly fees for Common Expenses are due and payable on or before the first day of each month. A grace period of ten days will be allowed. Any payment not received or postmarked by the 10th day of the month will be subject to a Late Penalty of \$25.00, plus interest at the rate of 1.5% per month and legal and other collection fees. A fee of \$30.00 will be assessed for any check returned due to insufficient funds. Checks should be mailed to MCA, P.O. Box 1263, Brattleboro, VT 05302.

Saving Clause (Pre-existing improvements)

The following items existing as of May 20, 2020, and replacements thereof, are permitted and allowed to remain in place, and shall not be considered to be in violation, so long as maintained in good condition:

- Gardens
- Patios
- Decks
- Railings
- Heat pumps
- Radon mitigation systems

Existing TV satellite dishes and related equipment are permitted, so long as they remain in use and are maintained in good condition; replacement dishes and equipment shall require the prior approval of the Board.

The following items existing as of May 20, 2020, and replacements thereof, are permitted and allowed to remain in place, and shall not be considered to be in violation, as long as the current owner retains title to the unit, and so long as maintained in good condition:

- Awnings
- Improved pathways from patios or decks onto Common Area
- Patio stones farther than six (6) feet from a patio or deck

These items must be removed upon sale or other transfer of title by the current owner.

Enforcement

All complaints of violations should be made in writing to the Property Manager. Unit Owners and/or Tenants will be notified of violations in writing and, if appropriate, given one week to correct the situation unless the Property Manager determines that a longer period, not to exceed 30 days, would be more appropriate. Violations not subject to correction or those not corrected within the designated time period shall be subject to a fine in accordance with the Schedule of Fines or as otherwise determined by the Board, in addition to all other legal remedies. Each day a violation continues may, in the discretion of the Board, constitute an additional violation and be subject to an additional fine in the same or an increased amount, including progressive daily increases in amount. Fines shall be paid within 30 days of imposition. Said fines shall be collected in the same manner as dues and common expenses and shall constitute a lien on the unit until paid in full.

Under Section 5.12 of the Bylaws, Right of Access, a person authorized by the Board has a right of access to any unit for the purpose of making inspections or for the purpose of correcting any conditions originating in the unit and threatening another unit or any of the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements or for inspecting or exterminating vermin or pests, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

When the Property Manager and/or the Board has a reasonable basis to believe that a violation of the Bylaws or of these Rules & Regulations exists within the interior of a unit, the Property Manager and/or the Board may request entry to inspect the interior of the unit in question upon 48 hours' advance notice to the Unit Owner or Tenant. Such notice shall be in writing and shall specify the violation believed to exist and the basis for such belief. If the Unit Owner or Tenant refuses to allow entry to the interior of the unit, it shall be considered a violation, subject to continuing and progressive fines as described above until entry is allowed.

In addition, when the Property Manager and/or Board determines that a situation exists which creates a risk of harm to neighboring units and/or their occupants, the Property Manager and/or the Board may take appropriate remedial action if the Unit Owner or Tenant fails or refuses to remedy the situation. Such action may include hiring third parties to clean and repair the unit as necessary, the cost of which shall be charged to the Unit Owner and shall be considered a "common expense," to be collected in the same manner as other common expenses, including a lien on the unit until paid in full. If the Unit Owner or Tenant refuses to allow entry to the interior of the unit for such remedial purposes, it shall be considered a violation, subject to continuing and progressive fines as described above until entry is allowed.

In situations where the Property Manager and/or the Board has a reasonable basis to believe that a situation exists which may constitute a fire and/or health hazard, the Property Manager or the Board may ask the Brattleboro Fire Department and/or Health Department to inspect and take appropriate action, including prohibiting occupancy of the unit until brought into compliance with applicable fire safety and health standards.

A Unit Owner who receives notice of violation or fine (other than a fine for late payment of assessments) shall have the right to appeal such violation or fine by filing a Notice of Objection

with the Property Manager within fourteen (14) days of receipt of notice. The Notice of Objection shall include the reasons why the Unit Owner believes the determination of violation or fine to be unwarranted or otherwise improper. The matter will be heard by the Board with no less than ten (10) days' notice to the Unit Owner. The Unit Owner and the Board shall have the right to present testimony by persons having relevant knowledge of matter in dispute as well as physical evidence, if any. The Board shall issue a verbal or written decision at the hearing or as soon thereafter as is reasonably practicable. In the event of an objection timely filed, no additional fines shall accrue until the Board issues its decision, which may uphold, amend or eliminate the violation or uphold, reduce, or strike the fine in question. The notice of violation or fine against a Unit Owner shall inform the Owner of the appeal procedure available to the Owner under this paragraph.

If personal or other items left in the common areas are not removed following notification, the items may be removed. Each item will be tagged for identification and stored for a period of 30 days. The Owner will be notified immediately and told how to retrieve the item. A \$25.00 service charge will be made for each item removed and a \$5.00 per day storage charge may be imposed. Items not retrieved within 30 days will be disposed of in an appropriate manner. Any money realized from the sale of the items not retrieved will be put in the operating account of the Association.

Schedule of Fines

Except as otherwise provided below or determined by the Board of Directors, fines shall be \$50 for the first offense, \$100 for the second violation of the same rule, and \$200 for the third violation of the same rule.

Late payments and past due accounts	\$25
Improper disposal of compost, recyclables or trash	\$25
Excessive noise	\$50
Pet related violations	\$50
Smoking violations	\$50
Improper outdoor decorations	\$50
Improper storage in carports	\$50
Denial of access to a Unit	\$100
Improper use of common/limited common areas	\$100
Talking to contractors	\$200
Interfering with contractors	\$200
Unauthorized modification to exterior of building	\$200
Unacceptable level of cleanliness as deemed by the Property Manager	\$300
Posting of a health order by Town or State authorities that renders the unit uninhabitable	\$500
Installation of an electric heat pump, range, dryer or hot water heater	\$5,000

The above list is for first offenses; subsequent violations of the same rule may result in higher fines.

Morningside Commons Disposal Guidelines

COMPOSTABLES. Dispose of the following materials in the Compost containers:

- BPI (Biodegradable Product Institute) compostable bags
- Paper towels
- Used paper napkins
- Soiled or waxed cardboard/pizza boxes
- Damp, wet, non-glossy paper
- BPI compostable paper plates, cups and cutlery
- Cardboard egg cartons
- Paper sugar or flour bags
- Bread/rolls/crackers
- Rice/pasta/beans
- Egg shells
- Cheese/dairy products
- Cooked or raw meats
- Cooked or raw fish, including bones
- Shellfish, including bones
- Fruits/vegetables/peelings
- Coffee grounds and filters
- Tea bags
- Cooking oils and fats (in BPI compostable containers)
- Soups/sauces
- Pet waste/kitty litter (in BPI compostable bags)
- Small amounts of yard waste

RECYCLABLES. Dispose of the following materials in the Recycling bins:

- Cardboard (boxes must be broken down to fit within the containers)
- Boxboard
- Junk mail
- Periodicals
- Office paper
- Plastic bottles
- Jugs
- Tubs and lids from the kitchen, laundry, bath
- Aluminum and steel cans and foil
- Clean glass food and beverage bottles and jars

TRASH. Dispose of all other materials in the trash dumpsters.

NOTES: No items may be left outside the dumpsters.

No furniture, mattresses, toilets, sinks, televisions, electronic devices, bicycles, tires, appliances, propane tanks or cannisters, or other large items may be disposed of at Morningside Commons dumpster areas.