The Newport Corporation



MEMBER HANDBOOK
INFORMATION, GUIDELINES, AND RULES
2012

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1. GENERAL BUILDING INFORMATION

a) MEMBERSHIP DATA AND CONTACT INFORMATION – Member is required to keep on file with the office data such as cell phone, emergency contacts, alternate addresses and phone number, etc. The Newport and/or its managing agent maintain in the office a roster listing Members and other Residents, including unit numbers and telephone numbers. Unless otherwise requested this information will be available to fellow Members and Residents. If the Member or Resident desires, related information will be maintained, such as emergency contacts, business/work phone numbers, etc. A separate roster will be maintained for automobile information and parking space assignments.

b) OFFICE – The building office (414-326-3575) is located just off the lobby near the main entrance. Regular office hours are from 8:00 a.m. to 4:30 p.m., Monday - Friday, except holidays. For building problems call the office, security guard (414-276-8929) or garage (278-9090). All staff have numbers to reach maintenance personnel and/or Prospect Management Co. In case of a maintenance/building emergency, dial the 24 hour service line 414-540-0004. For health emergencies call 911. Also, call the office or garage and let them know you have called 911.

c) MANAGEMENT – The Newport Corporation is self-managed, but uses Prospect Management Company for financial reporting and back-up and emergency maintenance. Building staff is as follows:

Property Manager:	Lori Ferguson Telephone: 414-326-3575 Fax: 414-276-8935 E-mail: lferguson436@gmail.com
Service Technician:	Luke Dorsey
Parking Attendants:	Mark Cope (1st shift week days) Dennis Day (2nd shift week days) Trisha Multaler (3rd shift week days) Paul Tatum (1st shift weekends) David Niemic (2nd shift weekends) John Magyar (3rd shift weekends) Scott Tiedge (floating)

d) POSTAL SERVICE – Postal service is provided directly to the mail area located next to the main lobby. Each unit has an individual locked mailbox. A mailbox for outgoing mail also is located in the mail area.

The nearest post office is located at 606 Juneau Avenue, Milwaukee, WI 53202

e) PACKAGES – Mail delivered by the mail carrier is placed in Member's individual mailbox. UPS and Federal Express packages will be delivered to the package area located in the lobby at the security desk. The doorperson will sign for packages, and will request Member signature at the time of package retrieval. See the doorperson for details regarding handling of mail and packages while you are out of town.

f) INFORMATION & NOTICES – Check house mailboxes and bulletin boards for information and notices regarding The Newport.

g) ABSENCES – It is requested that Members notify the office before leaving town and supply phone/address/contact information. There is a form available for this purpose. Members are encouraged to allow the maintenance staff to check units during absences.

h) NEWSPAPERS – The *Milwaukee Journal-Sentinel* can be delivered to Member's unit doors daily. Ordering, canceling, and interruptions of service are the Member's responsibility. Other newspapers are delivered outside the lobby front door. Again, arrangements are the Member's responsibility.

i) NO SMOKING/TOBACCO POLICY – Smoking is permitted in a designated outside area. The designated area is on the East Terrace located in the southeast quadrant. Awareness of wind conditions and first floor patios is expected of all who wish to smoke. Smoking is not permitted in any of the interior common areas of the building including the lobby areas.

j) SOLICITATION POLICY – Outside solicitors are not allowed in the building. Members may not solicit, either in person, by phone, or by written material, for any purpose.

k) EMPLOYEES – Newport employees, whether hired directly or contracted, are entitled to courtesy from members, residents, and guests. Remember that employees are to receive their instructions through the Property Manager or Maintenance Technician, as directed by the Board. If you have any problem with or criticism of an employee, please refrain from correcting the employee; instead notify the Property Manager.

Tipping of Newport personnel is not allowed.

l) GROCERY CARTS – A limited number of carts are available in the garage area for the convenience of all our Members. In order that all may have access to these carts, courtesy dictates that they be promptly returned to the garage after use. Under no circumstances should they be placed in the hall with the expectation that someone else will return them, or put on the elevator and sent to the basement without the resident accompanying them.

m) LAUNDRY ROOMS – Each unit on each floor is assigned a specific day for laundry room use. Should a need arise to use the laundry on a day other than that assigned; please confer with the Member whose assigned day it is.

It is the responsibility of each Member to be certain the washing machines, dryers, and tubs are properly cleaned and ready for the next person. Domestic help must be instructed on the proper, courteous use of the laundry rooms, not to be used for smoking, or relaxation purposes. We ask you not to use the laundry rooms before 8:00 A.M. or after 10:00 P.M.

n) LAVATORY FACILITIES OUTSIDE RESIDENT'S UNITS, INCLUDING ROOF, LAUNDRY ROOM AND LOBBY (HANDICAP ACCESSIBLE)-

Residents, guests and employees of residents of the Newport shall use the resident's lavatory facilities within the resident's unit. When events are held on the roof, east patio or lobby, all in attendance may use the available non-unit facilities. All residents, guests, staff, employees, etc., who require handicap accessible lavatory facilities may use the lobby (HD) facilities whenever needed. Other use of the non-unit facilities by guests or employees is prohibited.

If a temporary situation exists that precludes use of the unit facility a temporary exception may be granted by the Board of Directors and/or person designated by the Board of Directors.

o) MEETINGS OF THE BOARD AND THE CORPORATION – The Board of Directors meets on a monthly basis with intermittent meetings as circumstances dictate. The Board invites your attendance, comments and suggestions. All meetings of the Board are open to members. Prior notice of attendance is not required UNLESS you wish to have time allocated on the agenda. In that case please inform the office or Board President of the nature of your request. During most meetings the Board will adjourn to executive session at some point. Executive sessions are not open to the Membership. The annual membership meeting with election of Board Members is held in October. Periodically, meetings are called to discuss matters of interest to all Members.

p) FIRE ALARM TESTING – Every Tuesday at 11:00 A.M. a fire alarm test is performed to insure that all systems are operational.

2. MOVE-IN/MOVE-OUT PROCEDURES

a) CONTACT MANAGER – Members must contact Property Manager in advance for availability on date and times for the move.

b) HOURS ALLOWED – Members are allowed a four-hour window, Monday - Friday 8 A.M. – 12 P.M. / 1 P.M. – 5 P.M. (flexible).

c) CERTIFICATE OF INSURANCE – All movers must provide certificate of insurance listing The Newport Corporation as an additional insured.

d) DESIGNATED ELEVATOR – Must use padded east elevator only.

e) WEEKEND MOVES – No weekend move-in and move-outs allowed.

f) ENTRY – All move-in and move-outs must enter through the garage.

3. BUILDING ACCESS

a) ENTRY TO THE BUILDING – The front lobby entrance is designed for use only by Residents and their guests. The garage entrance is designed for use by Residents and by trades or service people, employees, and for all deliveries and moving activities. Front desk or garage attendant will announce all guests and deliveries. Members/Residents are to encourage their guests to cooperate with the doorperson or garage attendant during security and identity checks, of benefit to all. When the doorperson or garage attendant is not immediately available to screen an entrant, guests/entrants are not allowed into the building unless greeted by the doorperson, attendant, or host.

After 10:00 P.M. visitors must be admitted in person by the Member. The Member will be called by the garage attendant. The guest will not be allowed into the building until the Member arrives to VERIFY the guest. The garage attendant or front door security guard has the right to deny entry to anyone who refuses to cooperate with sign-in procedures and other security measures. In the event a guest is verbally or physically abusive, the Member will be fined (refer to rule 13(c)). When a Member is absent from the building the staff will permit entry only to those people that Member has notified the office or agent about in writing, in advance. If the staff does not have their names on the list, they will not be admitted.

b) MAIN ENTRY DOOR – When using the east terrace door, be aware that it locks behind you. The main door key also opens this door and the gates. Be sure gates are locked behind you.

c) MISPLACED, LOST OR STOLEN KEYS – A key loss should be immediately reported to The Newport Office. Obtain the replacement cost of a main door key from the Property Manager, as it is subject to change.

d) DELIVERIES – Deliveries must be made through the garage. The delivery service person must contact the office or unit owner to gain access to the building. The delivery person (unless accompanied by an owner) will be asked to sign in by garage personnel. Security Officer, Property Manager or Maintenance Technician will give directions to available parking (if needed).

e) VENDOR/CONTRACTOR ACCESS – Persons needing access to perform work within the building, either in the common areas or in an Owner's unit (unless accompanied by the Member), must sign in and provide proof of insurance. Individuals may be admitted between 8:00 A.M. and 5:00 P.M. for commercial /professional activities with invitation / accompaniment of resident for activities within the residents unit only. These activities may not produce noise or odors that disturb other residents in the building. The Security Officer, Property Manager or Service Technician will give directions to available parking.

f) EMERGENCY ENTRY – The Newport reserves the right to enter Member's apartment at any time, with notice appropriate to the situation, to investigate or correct an emergency situation, such as fire or smoke, water leaks, windows left open, etc.

g) SECURITY – The Newport provides the services of a door person from 8:00 A.M. to 10:00 P.M., seven days per week. The garage attendant position is staffed 24 hours per day, seven days per week. When the door person is not on duty, ringing the doorbell located to the upper right side of the front door will summon the garage attendant. If the attendant is occupied, the response might take several minutes.

If a Member or guest uses the front doors when the doorperson is not present, please be certain both the inner lobby door and the front door are securely locked.

- The door between the garage and lower elevator lobby should be locked at all times.
- The terrace gates, operated with Member's building key, should be locked at all times.
- Generally, during winter months the front door is locked at sunset. During summer months it is locked at 9:00 P.M.

h) KEYS – Members and/or Residents having legal residence are the only parties authorized to possess a general key to the building. This key is not transferable and should not be made available to others. A key loss should be immediately reported to The Newport Office.

Keys to individual units are the sole responsibility of each Member. Each unit Owner is required to provide The Newport Office with a unit key. If a unit owner changes his/her locks, please provide the office with an

updated key. These keys are kept locked up, with access only to authorized Newport personnel and designated Board Members in case of emergency. If a Member does not have a unit key during the hours of 8:00 A.M. to 10:00 P.M., the Newport staff will be available to provide assistance. Between the hours of 10:00 P.M. and 8:00 A.M., when the Newport Staff and Securitas personnel are **not** on site, please contact the garage attendant for assistance. He/she will attempt to reach the designated person to allow access. In unusual circumstances, several Board Members may be able to assist with entry, but this is not a service we provide; it is the personal responsibility of individual residents. If assistance is provided after hours, there will be a $10 lock-out charge. Should a corporate officer be unavailable, the staff person on call or an emergency locksmith may be contacted. Should the services of an on call staff person or locksmith be required, this is the financial responsibility of the Member.

For habitual lock-outs, residents might consider a lock-box attachment in their milk chutes or other adjacent areas (similar to those used by real estate agents with a number combination known only to the owners).

i) APARTMENT KEYS AND ACCESS TO APARTMENTS BY OTHERS – Members/Residents may provide duplicate copies of their individual apartment keys to individuals of their choosing. Doing so does not, however, allow those individuals access to the building nor the right to enter an apartment. Such individuals will be admitted to the building if they have been identified by the Member/Resident on the Newport form "MEMBER SPECIAL INSTRUCTIONS." A copy of this form is appended to this Handbook. This procedure is in place to enhance the security afforded to all Members/Residents. To obtain mailbox key replacement, the cost may be acquired from the Property Manager.

4. GUEST POLICIES

a) BUILDING ACCESS – Guests coming to the building usually must enter via the front vestibule. However, the guest may have been directed to drive into the garage. It is the garage attendant's duty to spot, announce, and if approved by the Member, admit the guest to the elevator lobby.

Guests are to abide by all the building regulations. The doorperson or garage attendant announces all guests to obtain Member's permission for entry. All guests are required to sign in. Admittance of guest without announcement can be arranged with the Newport office by providing written notice. If several guests are expected for an occasion, a written list should be submitted to the front desk no later than the morning of the event. If a Member or guest uses the front doors when the doorperson is not present, please be certain both the inner lobby door and the front door are securely locked. If you have guests requiring after-hours entry, it is your responsibility to escort them and / or make prior arrangements in writing with the office to allow them into the building.

AN ADULT MUST ACCOMPANY CHILDREN UNDER THE AGE OF EIGHTEEN. The Member should come down to verify and accompany the child to the unit.

b) GUEST PARKING – Parking for guests may be arranged through the office or the doorperson and may be provided on an as available basis.

c) PARKING AT ENTRANCE – The circular drive outside the main entrance is for short-term parking only. Fifteen minutes is the maximum time allowed for parking a vehicle in the circular drive unless arrangements have been made ahead of time.

d) GUEST UNIT 101 – Unit 101 is maintained for guests of Members. Reservations may be made through the office. It has a queen size bed and a queen size futon, phone, cable TV, microwave, stove and refrigerator. The Member must provide sheets, blankets and towels. A parking space, if available, accompanies the rental of 101. When guests leave, the Member should see that the rooms are left in the same condition in which they were found. There will be a charge for repair of damage or extra cleaning required to returning the unit to its original condition. Please note checkout time is 11:00 A.M. to allow for preparation for the next guests. Overnight charges may be obtained from the Property Manager. The cost is subject to change per the Board of Directors. Member will receive an invoice from The Newport Office. The key may be picked up from the office or the doorperson and should be returned or placed in the office mailbox immediately upon vacancy.

If your plans change, please notify the office at least three days in advance. If the office is not advised and the unit remains unoccupied, you will be charged a fee of 50% of the current daily fee for your reserved dates. Often there is a waiting list and the objective is to accommodate all Residents' requests. **AN ADULT MUST ACCOMPANY CHILDREN UNDER THE AGE OF 18.**

RESERVATIONS – Reservations will be made on a first-come, first serve basis. The Property Manager accepts reservations. The guest suite shall not be occupied for more than eight (8) days without the prior written consent of the Board of Directors.

e) OVERNIGHT GUESTS WHEN OWNER PRESENT – Guests (non-family members) may stay overnight (all rules in section 4 A, B and C apply) in the owner's unit for up to 2 weeks. Longer stays must be approved by the Board of Directors.

f) OVERNIGHT GUESTS WHEN OWNER ABSENT – When guests (non-family members) stay overnight (all rules in section 4 A, B and C apply) the Newport office must be notified in advance. Such guests staying beyond 7 days must be approved by the Board of Directors in advance of their arrival.

5. STORAGE

Any possessions Member may wish to store outside of the unit but within The Newport grounds must be stored in Member's storage locker. The one exception is that the storeroom for the roof deck has a very limited amount of space for outdoor furniture. Any items stored there must be tagged to identify the Owners or they are subject to removal and disposal with no notice. Members must provide their own padlocks to secure their storage units. The Newport assumes no liability for any damage or loss of property stored in the storage units. No materials prohibited by law or local ordinances may be stored in any of these areas.

6. USE OF UNIT

a) OCCUPANTS – No more than two unrelated parties, in addition to Owner(s) may occupy a unit.

b) REMODELING AND ALTERATIONS OF UNITS – All plans for remodeling or renovation of units must be approved by the Board of Directors including balcony or window renovation, replacement, or anything that impacts the exterior of the building. In some instances, building permits will be required. If the cabinets around the convectors are to be remodeled, the Newport requires the cabinets to be at a minimum of 1 ½ inches off the convectors to allow enough room for annual cleanings. Any damage caused to the building related to the project, which is in excess of the deposit, will be billed to the Member.

Remodeling, redecorating and renovation work may be undertaken Monday through Friday, but no work is permitted on weekends or holidays. Permitted hours of work are between 8:00 a.m. and 4:30 p.m. The contractor must depart the building by 5 p.m. Contractors may park in the garage from 8 a.m. to 5 p.m. only if space is available, as determined by The Newport staff. If earlier entry or later departure is necessary, that may be requested through the management office. Approval of such requests is limited. No trade's people are to be in the building evenings, holidays or on week-ends. All trades people are to enter through the garage and use only the freight elevator for their materials. All workers must sign in and out on the garage roster.

Bids for work should include clean-up and removal of all trash. Carpeting, cabinets, appliances, etc. cannot be left in the garage for hauling.

Deliveries or removal of furniture and appliances are to be made only through the garage and in the freight elevator. Please advise the office in advance of all such deliveries so the freight elevator can be properly padded and parking arranged. Any damage to the building occurring during moving, renovation or removal of materials will be billed to the Member.

Deliveries of bulky items (i.e. couches, pianos, etc.) needing the assistance of the elevator company will be at the Member's cost and require a 48 - 72 hours advance notice to the office. Please provide the appropriate individuals with the dimensions of the bulky items in advance.

Members who find it necessary to hammer (i.e. hang pictures) outside work hours should be aware that the noise travels throughout the building and should conclude the work by 9:00 p.m.

c) NUISANCES – No offensive or unlawful activity shall occur in any unit or in the common areas.

d) SIGNS – No sign of any kind shall be displayed to the public view on any unit without prior written consent of the Board of Directors.

e) COMMUNICATION EQUIPMENT – Unit Owners shall not use, place or install satellite dishes, antennas or any other communication equipment on the building, the grounds or any deck or balcony without obtaining written permission from the Board for the same. The Board shall grant permission to unit owners if equipment is not visible or ***only*** when required to do so by applicable state or federal law.

f) PROTRUSIONS – No awning, machines, hot tubs, air conditioning units, wiring for electrical or telephone installation or other similar protrusion shall be allowed on the exterior of the building**,** or upon any balcony, without the prior written consent of the Board.

g) LAUNDRY – No laundry shall be hung on the balcony or upon any decks, patios or in windows for any reason.

h) INTERIOR WINDOW COVERINGS – All unit Members shall maintain the inner window treatments in good order and repair. In the event that the interior window treatments require replacement, the unit Owner shall replace them. Members are requested to use off-white liners on their draperies in an effort to maintain uniformity in the exterior appearance of the building.

i) MAINTENANCE OF UNITS – All unit Members shall promptly perform or shall have promptly performed all maintenance and repair work within their own units following consultation with the Building Engineer. Each unit Owner shall be responsible for damages and liabilities that any failure to maintain or repair may engender.

j) COST OF MAINTENANCE

1) Emergency Situations – Newport staff will respond to any and all emergency conditions at no cost to the Newport member. Once a state of normalcy is returned, subsequent work and/or repairs will be subject to potential charges depending on the cause of the emergency.

2) On Demand or Discretionary Work – Requests for work in individual units done by the building staff must be scheduled by the office manager. All requested work to be performed by Newport personnel will be billed at an hourly charge and is subject to change per the Board of Directors. This is a significant savings, over what outside trades will charge to visit the Newport and perform the same work. The work requested must be of minor classification, and within the acceptable limits of our staff, and must not be of an extensive nature requiring more than a few hours to complete. No major construction will be considered. A list of services presently available to members is contained in your bluebook. Parts and supplies will be charged at cost and handling rates and these along with the labor costs will be billed directly to the unit member.

k) NOISES AND ODORS – No Member shall permit any disturbing noises in the building whether on the part of the occupant, their family, friends, employees or contractors, nor permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Members. This shall include loud music, operation of household appliances, etc.

Odors are not to be unreasonably dispelled from their units.

l) DOORWAYS – Unit Members shall not prop open doors to the stairways, garage, and laundry room or to the outside.

m) DAMAGE TO COMMON AREAS – Damages to the common areas caused by a unit Owner, or an Owner's agent, invitee, guest or visitor, shall be the responsibility of the unit Owner or the person causing such damage.

n) BUSINESS ON PREMISES – Operation of businesses on The Newport premises is discouraged. If a Member chooses to do so, the business may not interfere in any manner with the safe and efficient

operation of The Newport, nor inconvenience fellow Members in any way. Business transactions or meetings may not be conducted in public areas, including: the lobby, rooftop, office, suite 101, or in the driveway.

o) RADIO, TELEVISION, AND INTERNET SERVICES – Television: cable access is provided to each unit. Basic cable service is included in the monthly maintenance fee. For additional channels, the cable company should be contacted directly for costs and installation. Time Warner carries various music selections through its digital service for an additional fee. Internet access: Time Warner offers Road Runner for an additional fee. DSL service is also an option, at Member cost, and is provided over your telephone line. For problems with any of these services contact the vendor directly. Be advised that while the cable wiring within the building is in excellent condition, problems may be experienced before the signal gets to the building.

p) TELEPHONE SERVICE – Most units in The Newport have sufficient copper Category 3 phone wiring in the walls to support multiple lines in most rooms.

q) RIGHT TO INSPECT UNITS – The Board reserves the right to inspect any and all units upon its declaration that a safety hazard may exist within the subject unit that affects either the Member/Resident of the unit and/or jeopardizes the safety of the other Members/Residents and/or the proper mechanical operation of the building. The Board of Directors has the right to conduct an inspection of all units on an annual basis.

r) FLAMMABLES IN UNITS – To have or permit to exist in a unit, that, which in the opinion of the board's safety consultant, is an excess of flammables, including, but not limited to, cardboard boxes, newspaper or other printed matter, objects or materials wrapped in newspaper, flammable liquids in quantities other than those commonly available to the household consumer, etc. is prohibited. An exception to this policy must be obtained in writing from the Board of Directors.

s) THROWING FROM ROOF OR WINDOWS – No material of any kind should be thrown from the roof, balconies or open window.

t) UNSANITARY CONDITIONS – All units must be kept in neat and sanitary conditions.

u) FEEDING BIRDS AND ANIMALS – It is important to not place food outside which attracts animals or birds. Please promptly dispose of any nesting materials found on your balconies and keep the balconies clear at all times.

7. ROOFTOP/TERRACE/ BALCONIES/PATIOS

a) ACCESS – CHILDREN UNDER THE AGE OF EIGHTEEN MUST BE ACCOMPANIED BY AN ADULT. The roof deck and east terrace of The Newport are available for the pleasure and relaxation of all Members. Smoking is permitted in the designated outside common area on the East Terrace (See page 7 for specific rules). If you wish to entertain on the roof deck or on the terrace, you must advise the office. Notice of these plans will be distributed to Members. Except for the 3rd of July these areas may be reserved on a first come, first serve basis.

b) HOURS AND ANNUAL SCHEDULE – The terrace and rooftop will be available for use daily from 6a.m. until midnight. For safety and liability reasons, the terrace and rooftop will be closed during the winter months when snow or ice are present.

c) GRILLS – Gas or electric grills only are allowed on the balconies. Real charcoal grills and open fires are not allowed. One or more gas grills, serviced and maintained by the staff, are located on the terrace for use by the members. It is the member's responsibility to clean them after use. A spare gas tank is kept in the parking garage.

d) OTHER –
All balconies and patios shall be kept free from all personal property except permitted patio furniture. Balconies are an integral part of the exterior of the building. Members are requested to keep them neat and attractive.

Owners who wish to keep or store personal items long term such as plants, flowers, toys, chairs, or other items in common areas, must obtain permission from the BOD or from the Property Manager.

8. PET POLICIES

The Newport allows owners – not renters or guests – to own and maintain fish in tanks up to 50 gallons and birds confined to cages. Owners accept full responsibility for any damages or disruptions caused by having a pet. Dogs, cats and other animals are not permitted in the building or on the Newport grounds including the Roof Deck and Parking Garage. Animals in cars temporarily parked in the driving circle are permitted. If however Newport personnel judge the situation unsafe, re: heat, etc., or undesirable, i.e. noisy, etc. The pet owner will be required to remove the animal from the Newport premises.

9. UNIT RENTALS

Units are not to be rented without prior written approval of the Board. Any lease that is approved shall be subject and subordinate to the declaration of the corporation, the bylaws and to the administrative rules and regulations of the corporation. Any occupancy by anyone for money is considered a rental.

10. MECHANICAL AND SERVICE SYSTEMS

a) ELEVATORS – The Newport has two elevators located just off the lobby area. The east elevator must be used as a freight elevator. The freight elevator must be used for move-ins, move-outs, deliveries of furniture and other bulky objects. The On-site Manager must be contacted 24 hours in advance of any proposed use of the freight elevator, so that the wall pads can be properly installed and the elevator made available for Member's use.

Each elevator has a direct telephone line to the emergency elevator service company. The elevator telephone is located on the panel of the elevator cab, operated by a button that must be pressed. The panel also has a button to engage a warning bell in the lobby area. If the elevator should stop between floors, press the emergency call button to dial the service company and the button to sound the alarm in the lobby.

b) STAIRWELLS & SERVICE AREAS – Stairwells are located at the each end of the hallways. Please do not hold stairwell doors open. This defeats a major fire protection system.

c) RECYCLING AND TRASH REMOVAL – All trash, except cans, bottles, jars and other recyclables, is to be placed in a securely closed tie-type plastic bag and dropped down the trash-chutes near the elevators on each floor. Please do not use the chute between the hours of 10:00 p.m. and 8:00 a.m. (First floor residents will find the trash chute in the east hall.) Separate cans, glass and plastic and deposit them in the blue recycling container located in the "trash" room in the garage (next to the garage lobby entrance).

It is imperative that no aerosol cans, hazardous materials, painting materials, medical waste, body waste, explosive materials or metal/plastic implements be placed in trash bags and thrown down the chute. All such items should be bagged and placed in the containers in the "trash" room located in the garage. The safety and health of The Newport staff are of prime concern to us.

Newspapers are to be neatly stacked outside unit doors no later than 10:00 a.m. They are collected Monday through Friday. Please do not stack papers outside the door after the Friday pickup. Either keep them in the unit until Monday morning or take them to the garage level to be recycled. Members are responsible to dispose of their trash and recycables in the appriate containers in the garbage room. Trash chute may not be used between 10:00 p.m. and 8:00 a.m.

d) SMOKE DETECTORS/FIRE ALARM SYSTEMS – The Newport fire/life safety systems are designed to minimize the chance of a life-threatening emergency. Residents are warned of fire/smoke hazard by smoke detectors in each unit and by a common area fire/smoke central alarm system. Maintenance will access all units for annual battery changes for in-apartment smoke detectors, but Members are asked to call the office if a replacement is needed more frequently.

e) CLEANING SERVICE – The common areas of the building are cleaned by our cleaning personnel every day except Sunday.

f) HALLWAYS – Hallways and outside vestibule areas must be kept clear of any personal items such as entry mats, shoes, etc.

g) VENTILATION – Fresh air is continuously brought into the building and each unit through convectors and a slight positive pressure is created.

This positive pressure helps recycle air, eliminating stagnation or contamination by the lack of air movement.

h) EXHAUST VENTS – Exhaust vents are provided in bathrooms and kitchens to remove odors from the unit. Members are reminded to prevent vents from being blocked or obstructed. Kitchen exhaust filters should be kept clean by following manufacturer's instructions. Assistance and advice is available from The Newport maintenance staff. Inspection of these vents is provided in the periodic Health/Safety/Maintenance inspections done by The Newport.

11. PARKING GARAGE/PARKING

a) ACCESS – The entrances/exits to the parking garage are located off of Prospect Avenue. The parking attendants operate the garage entries by using the intercom located on the north side of the drive, if an individual does not have a door clicker available.

b) PARKING ONLY – Parking spaces are to be used only to park a single motor vehicle. No storage of personal items, bicycle tires, tools, car supplies, etc. is permitted.

c) NO SKATEBOARDING – Skateboarding is not permitted on The Newport property.

d) AUTOMOBILES – It is required that a key be left in every car parked in the garage or each unit must provide a key for each car that will be placed in The Newport garage office lockbox.

Garage Door Opener – each unit will be provided with a garage door opener. Consult office for cost of a replacement.

e) DRIVEWAY PARKING – The front circle drive serves as a drop-off and pick-up zone. It is not intended as a parking lot for the building. Short-term (15-minute parking) for guests and Residents, when available, is permitted on the west lane (street side) of the circle drive. Parking on the east lane (building side) is not permitted. At no time is it permissible to block the driveway. The doorperson has been directed to enforce these policies without exception. Members are responsible for guests' compliance. Members will have the courtesy of receiving one verbal warning. Any future violations will be subject to fines as outlined in Rule 13(c).

With permission from the office and space available, guests may park for longer periods. Reservations for guest parking are available from the office and are given on a first come basis. The doorperson must have written confirmation from the management office of a parking reservation to allow longer-term parking. In all cases, it is the Member's responsibility to ensure that his/her request has reached the doorperson.

f) GARAGE PARKING – Space refers to the owner's right to park one car in the garage. Place refers to the specific parking area (number's 1-85). The places are assigned on the basis of seniority for all 1st spaces. Second spaces (rented from another owner) are assigned places after all 1st places have been assigned. Each Member has a space in The Newport garage (not a particular assigned place in the garage). The Newport office assigns parking places based on member seniority. Parking assignments are subject to change from time to time by The Newport management and/or by the Board of Directors. If a Member wishes a change of place, please advise the office.

Second car place assignments are given only when space is available. Assignment of a second car parking place is determined by Membership after all 1st places have been assigned by seniority or private negotiations. Anyone wishing to place their name on the wait list should notify the office.

A member who does not wish to use their parking space may authorize another member to use it through a private transaction. The place where this car is assigned will follow seniority rules after all 1st parking places are assigned. Only members are permitted to engage in this, and the office must be promptly informed. The assignment of a particular place in the garage and a particular place is not granted but follows seniority rules after all 1st places have been assigned.

The office maintains a record of all cars and their license numbers. Members are to notify the office of any change of car model or license number. A Newport sticker is required on each Member's car utilizing a parking space.

Guest parking is usually available in the garage on weekdays between 10:00 a.m. and 4: 00 p.m. Please advise the office of any need for guest parking. The Newport office will oblige Members and their guests

whenever possible, but please bear in mind the garage was not designed as a parking lot and guest parking space is limited or frequently not available.

g) MANAGEMENT OF DAILY PARKING BY GARAGE ATTENDANTS – The garage attendants do not arrange or change place assignments on a permanent basis. That function is handled by the office. To better utilize the limited parking space and to allow garage attendants to adapt to circumstances in an efficient manner, cars may be temporarily relocated from assigned places. Attendants are given the flexibility to exercise common sense to avoid serious inefficiency. When they park a car somewhere other than its normally assigned place, they will return it to its assigned place as soon as possible. If there is an unexpected need for short-term extra parking and the office staff is not available, contact an Officer of the Board (President, Vice President, Secretary or Treasurer) and the Officer will attempt to determine whether or not extra parking is available. (Note: Board Officers will not, however, assist you if the office staff has already determined that parking is not available.)

h) GARAGE DAMAGE CLAIMS – Occasionally a claim may be lodged against The Newport for damage done to an automobile on Newport property. Liability of The Newport is limited by the following considerations.

- The Newport employs garage attendants and related employees to move cars within the garage. This is due to the fact that parking spaces being very cramped and/or cars are parked in tandem.

- If a Member or guest has any doubt of their ability to safely maneuver or park in the garage they should delegate that responsibility to a Newport employee. The Newport is not liable for damage caused by Members or guests attempting to move their cars. Enter the garage and stop the car at the "stop here" sign. When leaving, the attendant will, if desired, position the car at the exit of the garage.

- Damage must have occurred WITHIN the garage. Once a vehicle has left the garage The Newport's liability ceases.

- Damage must have been done by a Newport employee. The Newport is not liable for damage done by any other person. If a Member or guest chooses to file a claim there is a form specific to garage claims.

The office or the garage attendant has these. The form requests the signature of the garage attendant involved. The Newport encourages and rewards honesty of its attendants and employees in the instance of a garage mishap. The claim must be written up and submitted to the office on the next available business day. The claimant should receive a written confirmation that the claim has been received within a few business days. If not, please call the office to confirm receipt. Request at least two quotes. Caution: when exiting the garage, drivers should be watchful of approaching cars on the driveway and of both cars and pedestrians on Prospect Avenue.

i) BICYCLES – A Release and Indemnification Agreement must be signed by any Member who wishes to store a bicycle in the garage. Please contact The Newport Office to register your bicycle and sign the Agreement.

j) CAR WASH – This service is provided for the exterior of your vehicle. Amount can be obtained from the Property Manager, of which the garage attendant receives the entire amount. Please pay the garage attendant directly for this service. The attendant does washes only when he determines his schedule allows time for it.

12. MEMBER OBLIGATIONS AND RESPONSIBILITIES

The terms Members and Residents are used interchangeably. These rules apply to Members, Residents, and their guests.

a) OBLIGATIONS

Members are obligated to abide by all that is defined in the member handbook and are responsible for the actions of their dependents, guests, sublease and trades personnel.

b) NOTIFICATION POLICY

If at any time you encounter anything or anyone of an unusual, dangerous or bothersome nature, it is imperative that you notify the appropriate personnel immediately. Weekdays – staff on duty. Weekends – doorperson, garage attendant or an officer of the Board, in addition to calling the Managing Agent.

c) HOMEOWNER'S INSURANCE

Members are reminded of the need to carry individual Home Members Insurance with coverage for "Improvements and Betterments" to your unit. This could help to protect any improvements the current Member or previous Members have made to their unit beyond "standard" cabinetry, plumbing fixtures, walls or window treatments, floor coverings, etc. Also to be considered is coverage for water damage. If a bathtub overflows, or the water connection to your refrigerator fails, (items which are an Owner's responsibility), the resulting water damage to units below could be considerable.

d) PAYMENT OF MONTHLY FEES

1. Monthly fees are due on the 1st of every month.

    a. Unpaid monthly fees after the 15th of each month are subject to a late fee. Please refer to section 1.4(c) of the bylaws.

13. ENFORCEMENT OF HOUSE RULES

a) RULES – The Rules and Regulations (the "Rules") of The Newport are set forth in the Declarations of Corporation, Articles and Bylaws of the Corporation Associations, and in Rules and Regulations contained in the proprietary lease. The Rules may be amended and supplemented from time to time by the "Board" of the association. The Rules will periodically be collected and summarized in a single document called a "Member Handbook," which will be given to each unit and sent to each Owner who has supplied a separate mailing address to the management agent. The Board has the responsibility and authority to formulate and enforce the Rules, and will utilize fines and other legal proceedings to enforce the Rules. The Board, under authority granted by the Declaration and Bylaws, will evaluate disputes and decide upon appropriate enforcement; the decision of the Board is final.

Under board direction, the management agent will assist the Board in enforcing the Rules. The management agent shall act as an independent third party, and has authority to discuss noncompliance with any offender and attempt to resolve disputes prior to bringing them formally before the Board.

Fines and other legal proceedings may enforce the Rules where appropriate, including the eviction of tenants or non-Owner residents and guests. Unit Members are responsible for all fines incurred by their tenants, residents, and guests. In addition to fines, whenever the Board incurs legal expenses in enforcing the Rules, such legal expenses shall be the responsibility of the unit Owner of the affected unit.

b) ENFORCEMENT - Member Handbook Rules are enforced by the Board using means the Board deems appropriate. Such means may include verbal or written notice of violation, monetary fines, and termination of parking privileges and/or appropriate legal action. The fines are in addition to any costs or damages incurred.

Fines are assessed for each specific instance of violation. The nature of the rule violation does not matter. In the event The Newport shall at any time decide to impose a fine against the Owner of a unit the following shall apply:

1. Fines will be levied against the Owner. The Owner will be notified in writing. The fine will be payable within 10 days. Fines not paid within the prescribed time shall be assigned a late fee of $5 per day.

2. A fine may be levied for each day a violation persists or for each new violation of the same rule or for violation of separate rules. If a violation consists of an ongoing situation each day that it persists will be treated as a new violation and the appropriate fine level will be assessed.

3. The member who is fined may request, in writing, within 14 days of notice of fine, an opportunity for a hearing. The only ground for the hearing is a dispute as to whether or not the violation occurred. If the owner requests a hearing to dispute the occurrence of a violation a hearing will be scheduled either at the next Board meeting or within 14 days at the discretion of the Board of Directors. The owner fined will be given a statement of the date, time and place of the hearing. The owner will be given a statement of the rules that have allegedly been violated.

4. The owner against whom the fine was levied shall have an opportunity to respond in person and/or in writing and present any

information relevant that challenges the allegation of a violation. The Board of Directors will consider the complaint and the appeal if requested and render a decision that shall be final. If a hearing is requested the due date of the payment will be 10 days from the hearing date if the appeal is not granted.

5. The Board of Directors will hold the hearing in open session.

c) FINES

1. First offense: written warning.

2. Second offense: $50.00, plus cost of process, legal costs (if any), and assessed damages (if any).

3. Third offense: $75.00, plus cost of process, legal costs (if any), and assessed damages (if any).

4. Fourth Offense: $100.00, plus cost of process, legal costs (if any), and assessed damages (if any). – Increases in the amount of this fine, to be determined from time to time by the Board.

5. In the case of a tenant, a second offense may result in eviction of the tenant, in addition to the fine set forth above.

6. Fines and charges under this Enforcement section shall be payable within ten days after written notification to the person and related unit Owner of the Board's decision. If not paid within ten days, the matter may be turned over to an attorney for collection, with the unit Owner to bear the cost of such collection.

7. The Board reserves the right to pursue any available legal remedies to compel enforcement of the Rules. Costs and attorneys' fees may also be assessed to the assessment account of the Owner of the related unit.

8. All written communications under this section shall be deemed made when deposited in the mail, postage prepaid, to the Owner of the affected unit or to such address as such Owner may have previously filed with the association.

d) PROCEDURE – If a unit Owner, tenant, or guest fails to comply with the Rules, the following procedures apply:

1. Any unit Owner or the management agent may submit a signed, written complaint. Complaints shall be made on a form approved by the Board.

2. If a penalty is levied, the owner will be given written notice of the complaint. The owner fined will have the opportunity to present his or her position in this dispute. Instead of appearing at such hearing, the Owner may submit in writing his or her reasons why a breach of the Rules has not occurred if the owner disputes the rule violation. The Board's findings in the hearing will be final.

14. GENERAL RULE – Applies to owner, tenants and guests.

Behavior and actions not specified here but which are determined to be disorderly, disruptive, destructive or inimical to good order and the common welfare of the owners and/or the building will be treated as a violation.

Examples (not exhaustive) include:

Public drunkenness or behaving in a disorderly manner;
Fighting;
Loitering;
Taking items placed outside other owners units;
Non-emergency use of the laundry room, toilet and other common areas for activities which can be carried out within the owners unit. This applies to use of hallway as an extension of the unit for purposes of sitting, eating, sleeping, parties, etc.;
Failure to allow admittance to entire unit at times of scheduled safety checks and/or in emergencies.
Damage to inside and outside public areas including walls, doors, ceilings, office rental until and parking areas both inside and outside;
Misuse of public areas including patio and roof.

Golden Rule – Treat other owners, your tenants and guests as you would wish to be treated.

THE NEWPORT CORPORATION

MEMBER SPECIAL INSTRUCTIONS

TODAY'S DATE _____

TO: PROPERTY MANAGER

RE:

UNIT:

INSTRUCTIONS: